



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

Tuesday, January 13, 2026 - City Hall Council Chambers - 6:00 PM

INVOCATION

Opening Prayer by Chaplain, Johnny Byrd, Legacy Church

FUTURE MEETINGS

Bartlett Arts Council, January 20 at 6 p.m.

BPACC Advisory Board, January 20 at 6 p.m.

Design Review Commission, January 20 at 6 p.m.

Bartlett Library Advisory Board, January 22 at 6 p.m.

Historic Preservation Commission, January 26 at 6:30 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

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

PUBLIC HEARING

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

- 1 Ordinance 25-09, an ordinance to rezone from "RS-18" Single Family Residential to "RS-15" Single Family Residential Parcel B0148 00901.**

UNFINISHED BUSINESS

- 1 Third Reading of Ordinance 25-09, an ordinance to rezone from "RS-18" Single Family Residential to "RS-15" Single Family Residential Parcel B0148 00901. (Kim Taylor, Director of Planning and Economic Development)**

CONSENT AGENDA

- 1 Special Event for Memphis Runners Track Club Winter Off-Road Series 8k Trail Race. (Trey Arthur, Director of Code Enforcement)**

Memphis Runners Track Club Winter Off-Road Series 8k Trail Race to be held February 8, 2026, 12:00 p.m. to 5:00 p.m. at Nesbit Park located at 5760 Yale Road.

- 2 Special Event for Shan Criswell St. Valentine's Day 5k/10k Run.(Trey Arthur, Director of Code Enforcement)**

Shan Criswell St. Valentine's Day 5k/10k Run to be held February 14, 2026, from 5:00 a.m. to 1:00 p.m. at Bartlett Baptist Church located at 3465 Kirby Whitten Parkway.

- 3 Purchase a Ford Maverick AWD Crew Cab XLT. (Trey Arthur, Director of Code Enforcement)**

Request authorization to purchase a 2026 Ford Maverick, AWD, Crew Cab XLT from Lonnie Cobb Ford at a total cost of \$30,642.00. This vehicle will be purchased utilizing the State of Tennessee Vehicle Contract SWC #209 and will replace an aging vehicle.

Funds are available in Account 311.48311.785.29126.

- 4 Facility maintenance fee payment to the Tennessee Department for Environment and Conservation for Fiscal Year 2026. (John Horne, Director of Engineering)**

- 5 Proposal for inclusive playground at Shadowlawn Park. (Paul Wright, Director of Parks and Recreation)**

We recommend awarding a contract to Cunningham Recreation as their proposal best satisfies the needs of the City of Bartlett and meets all the requirements of the desired inclusive playground as specified in the published RFP. Funds are available in Account 311.48311.780.51625.

- 6 Financial Report November 2025. (Dick Phebus, Director of Finance)**

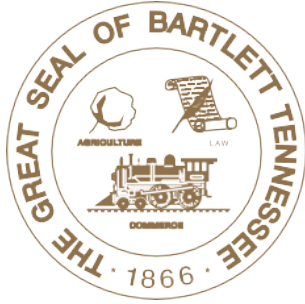
NEW BUSINESS

- 1 Resolution 01-26, a resolution to amend the Fiscal Year 2026 Grant Fund Budget to appropriate \$1,000,000 for police equipment funded by the State of Tennessee Office of Criminal Justice Programs. (Dick Phebus, Director of Finance)**
- 2 Resolution 02-26, a resolution to amend the Fiscal Year 2026 General Fund Budget to recognize \$5,000 cash donation and appropriate the funds for the Bartlett Animal Shelter. (Dick Phebus, Director of Finance)**
- 3 Resolution 03-26, a resolution to approve the Development Agreement for the Public Safety and Greenspace Preservation Economic Impact Plan. Tricia E. Adrian, (Attorney to the Industrial Development Board)**
- 4 Ordinance 26-01, an ordinance to amend Title 11, Chapter 3 of the Bartlett Municipal Code by adding a new section 307 that prohibits disorderly conduct. (J.J. Leatherwood, Court Clerk). The public hearing to be set for February 10, 2026.**
- 5 Ordinance 26-02, an ordinance to amend Title 11, Chapter 3 of the Bartlett Municipal Code by adding a new section 308 that prohibits public intoxication. (J.J. Leatherwood, Court Clerk). The public hearing to be set for February 10, 2026.**
- 6 Ordinance 26-03, an ordinance to amend Title 11, Chapter 3 of the Bartlett Municipal Code by adding a new section 309 that prohibits obstructing a highway or other passageway. (J.J. Leatherwood, Court Clerk). The public hearing to be set for February 10, 2026.**
- 7 Ordinance 26-04, an ordinance to amend Title 15, Chapter 1 of the Bartlett Municipal Code by adding a new section 141 that adopts by reference the provisions of Tenn. Code Ann. § 55-10-106, Immediate Notice of Accident. (J.J. Leatherwood, Court Clerk). The public hearing to be set for February 10, 2026.**
- 8 Ordinance 26-05, an ordinance to amend Title 15, Chapter 1 of the Bartlett Municipal Code by adding a new section 142 that requires safety chains for trailers. (J.J. Leatherwood, Court Clerk). The public hearing to be set for February 10, 2026.**
- 9 Ordinance 26-06, an ordinance to amend Title 15, Chapter 1 of the Bartlett Municipal Code by adding a new section 143 that prohibits open containers in vehicles. (J.J. Leatherwood, Court Clerk). The public hearing to be set for February 10, 2026.**

OPEN DISCUSSION

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

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

Board of Mayor and Aldermen Meeting Minutes Tuesday, December 9, 2025 - City Hall Council Chambers - 6:00 PM

ATTENDANCE

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

INVOCATION

Opening Prayer by Chaplain Johnny Byrd, Legacy Church

FUTURE MEETINGS

Family Assistance Commission, January 5 at 6 p.m.

Planning Commission, January 5 at 6:30 p.m.

Beer Board, January 6 at 6 p.m.

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

Parks and Recreation Advisory Board, January 8 at 6 p.m.

City Beautiful Commission, January 8 at 6:30 p.m.

Industrial Development Board, January 8 at 7 p.m.

YMCA Advisory Board, January 12 at 6 p.m.

RECOGNITIONS

Scouts from Troop 457 were present working on their Citizenship in the Community badges.

Proclamation recognizing the Sigma Rho Lambda Chapter of Alpha Phi Alpha Fraternity, Incorporated, in honor of their service and Founders' Day.

Mayor Parsons and Alderman Williams recognized Alex Marshall with the Sigma Rho Lambda Chapter of Alpha Phi Alpha Fraternity, Incorporated in honor of their service and Founders' Day.

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

MINUTES ACCEPTANCE

1 Minutes of the November 25, 2025 Board of Mayor and Aldermen Regular Meeting

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

UNFINISHED BUSINESS

1 Third Reading of Ordinance 25-07, an ordinance to amend the City of Bartlett Animal Control Ordinances, Title 10, Chapters 1 and 2. (Will Wyatt, Assistant City Attorney).

Alderman Quinn had questions regarding the removal of the limitation of chickens from the ordinance; how health and sanitation complaints would be handled; the definition of unreasonable clutter regarding the multi-animal permit; invisible fencing, and if selling dogs and/or cats by retailers could be prohibited.

Assistant City Attorney Will Wyatt addressed the questions referencing provisions in the ordinance and T.C.A.

Alderman King moved to Call the Question:

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

Mayor Parsons stated that citizens may contact Animal Control with any questions regarding the ordinance.

Alderman King thanked staff for their hard work on this ordinance.

Alderman Reaves motioned to approve the ordinance:

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

- 2 **Second Reading of Ordinance 25-09, an ordinance to rezone from "RS-18" Single Family Residential to "RS-15" Single Family Residential Parcel B0148 00901. (Kim Taylor, Director of Planning and Economic Development). The public hearing is set for January 13, 2026.**

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

CONSENT AGENDA

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

- 1 **Authorization to auction surplus property. (Dick Phebus, Director of Finance)**
 Three items have been identified as having a potential auction-value of \$500 or more and will be auctioned on GovDeals.com.
- 2 **Re-Subdivision Contract for Lot 27 JD & JA Kearney Subdivision. (John Horne, Director of Engineering)**
 The developer, James E. Logue, will pay \$1,400.00 in City fees. The bond is set at \$0.00.

NEW BUSINESS

- 1 **Resolution 44-25, a resolution to amend the Fiscal Year 2026 Solid Waste Fund Budget to accept and appropriate \$15,301.32 for recycling purposes funded by the State of Tennessee Department of Environment and Conservation Grant Program.**

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

OPEN DISCUSSION

The Board congratulated Parks and Recreation on their first-place award for their float in the Christmas parade and wished all employees and citizens a Merry Christmas.

Kim Taylor Director of Planning and Economic Development introduced our Economic Development Manager, Jared Myers.

Chief Information Officer Todd Halford announced a new website for the City of Bartlett: www.beinbartlett.com. This website will enable citizens who commonly do not use social media to be engaged with upcoming events. It will also be a resource for current and future citizens and businesses.

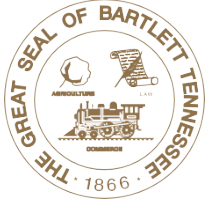
Will Brigance with Dobbs Brothers Chevrolet of Bartlett shared that Dobbs Brothers recently purchased the former Serra Chevrolet and were a new, recently opened Bartlett business.

ADJOURNMENT

Adjourned at 6:43 p.m.

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

David Parsons, Mayor



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

Ordinance 25-09

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

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

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

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

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

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

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

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

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

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

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

Containing 21.85 acres, more or less

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

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

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

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



Rezone Application

Date: 09/24/2025

Project Information

Property Address: 0 Old Brownsville Road
 Project Name:
 Description: Single Family

Present Zoning: RS-18
 # of Lots: 55

Applicant / Owner

Applicant Name: Jim Curtis
 Company Name: GBI Contractors
 Address: 110 Campground Road
 City, State, Zip: Redbanks, MS, 38661
 Phone: N/A
 Email: jim@gbicontractors.com

Owner Name: Sammy Guffin
 Company Name: N/A
 Address: 95 8th Street, NW Apt 1803
 City, State, Zip: Atlanta, GA 30309
 Phone: N/A
 Email: N/A

Architect / Engineer

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

Architect Contact: Tim Dagastino
 Company Name: WH Porter
 Address: 6055 Primacy Parkway, Suite 115
 City, State, Zip: Memphis, TN 38119
 Phone: 9013639453
 Email: tdagastino@whporter.com

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

 Tim Dagastino
 Name

 09/24/2025
 Date

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

Bartlett Planning Commission **Application for Rezoning**

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

Requested Zoning RS-15

Property Address 0 Old Brownsville Road

Present Zoning RS-18

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

Company Name GBI Contractors, INC Fax N/A

Address Redbanks, MS 38661

Architect Contact Not Applicable Phone _____

Company Name _____ Fax _____

Address _____

Engineer Contact Tim Dagastino Phone 901-409-5700

Company Name W. H. Porter Consultants Fax N/A

Address 6055 Primacy Parkway, Suite 115

Submitted by Tim Dagastino *Tim Dagastino* 5/22/25
(printed name) (signature) (date)

Email Address tdagastino@whporter.com Phone 901-409-5700 Fax N/A

- Attach a checked-off “**Rezoning Checklist**” and all items required therein.
- TD Acknowledge (by initials in the blank to the left) that the “**Application Instructions: Planning Commission**” were obtained and read prior to submitting this application.
- Provide 18-folded (± 10”x13”) sets of plans with a copy of the signed application attached to each set.
- Provide an electronic PDF file of the plans. Note that an updated electronic file is required when plans are revised. The electronic file shall be labeled with the project name and accurately dated.
- Include a fee with this application (check payable to the City of Bartlett) of \$1,000 for five (5) acres or less, plus \$100 per acre (after the first five) to a maximum of \$3,000.00. **The fee is not refundable.**

I, the property owner(s) hereby authorize the filing of this application.
GUFFIN SAMMY *GUFFIN SAMMY* 09/16/2025
(print name) (signature) (date)

Rezoning Checklist

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

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

Vicinity Map

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

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

Property Owners

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

Sign to be Erected

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

The sign shall clearly state

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

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

Re-application

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

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

W. H. PORTER CONSULTANTS, PLLC

6055 Primacy Parkway, Suite 115
Memphis, Tennessee 38119
(901) 363-9453 FAX: (901) 363-2722

Engineers, Planners, Surveyors, Consultants

October 6, 2025

Kim Taylor
Director
City of Bartlett
Planning and Economic Development
6382 Stage Road
Bartlett, TN 38134

RE: Request for Rezoning from RS-18 to RS-15
Parcel: B014 00901

Ms. Taylor:

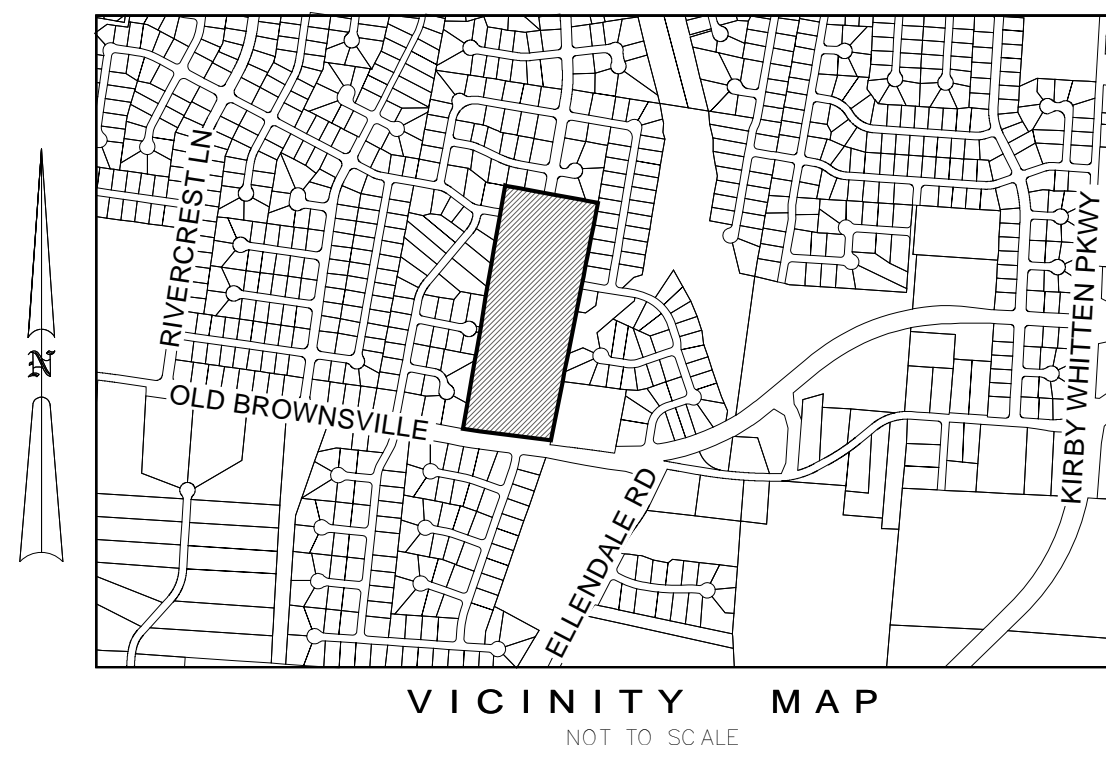
We are pleased to submit an application for rezoning on behalf of GBI Contractors LLC. The 21.85 acre subject property is located on the north side of Old Brownsville Road approximately 0.75 miles west of Kirby Whitten Parkway. All of the parcels located to the east, west, and north of the property are zoned RS-18 and the parcels located on the south side of Old Brownsville Road or zoned RS-15. While most of the adjacent land is zoned RS-18, the existing developments are Planned Developments which allowed for smaller lots than permitted in the zoning district. Both Stone Crest Planned Development and Kings Crossing Planned Development contain numerous lots that are comprised of less than 15,000 square feet.

Thanks for your time and attention to this request. Please do not hesitate to call if you have any questions or concerns.

Sincerely,



Tim Dagastino
Land Planner/Designer

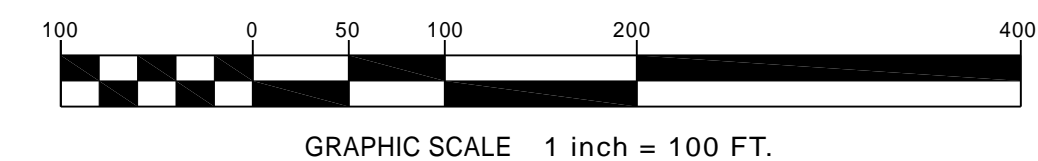


LEGAL DESCRIPTION:

DESCRIPTION OF A TRACT OF LAND OWNED BY SAMMY GUFFIN AS RECORDER IN THE SHELBY COUNTY REGISTER OF DEEDS OFFICE (SCRO) INSTRUMENT NUMBER 19106818 AND BEING DESCRIBED MORE PRECISELY AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF WELLSGATE POINT AND OLD BROWNSVILLE ROAD; THENCE NORTH 82 DEGREES 58 MINUTES 33 SECONDS EAST 233.0' MORE OR LESS TO A SET 1/2 INCH IRON PIN WITH WITH A YELLOW CAP READING WHP 3025 IN THE NORTH RIGHT WAY OF OLD BROWNSVILLE ROAD (114' R.O.W.) HAVING COORDINATES N 358639.15 E 8202929.53 BASED ON TENNESSEE STATE PLANE COORDINATE SYSTEM AND BEING THE SOUTHWEST CORNER OF THE RICK MROCH PROPERTY AS RECORDED IN SCRO INSTRUMENT 19043404 AND ALSO BEING THE POINT OF BEGINNING; THENCE FOLLOWING ALONG THE NORTH LINE OF OLD BROWNSVILLE ROAD THE FOLLOWING TWO CALLS NORTH 82 DEGREES 54 MINUTES 29 SECONDS WEST, A DISTANCE OF 478.34 FEET TO A SET IRON 1/2 INCH PIN WITH A YELLOW CAP READING WHP 3025 AND THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 1817.36 FEET AND A CENTRAL ANGLE OF 3 DEGREES 30 MINUTES 43 SECONDS, A TANGENT OF 55.72 FEET, BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 82 DEGREES 40 MINUTES 24 SECONDS WEST 111.38, A DISTANCE OF 111.40 FEET TO A POINT OF A CUSP BEING A SET CHISEL MARK IN THE EXISTING SIDEWALK AND ALSO BEING THE SOUTHEAST CORNER OF LOT 43 OF THE KINGS CROSSING P.D. PHASE 1 AS RECORDED IN SCRO PLAT BOOK 203, PAGE 24; THENCE FOLLOWING ALONG THE EAST LINES OF LOTS 21-25, 30-31, 37-38, AND 43 OF THE SAID KINGS CROSSING P.D. PHASE 1 NORTH 10 DEGREES 04 MINUTES 46 SECONDS EAST, A DISTANCE OF 1597.42 FEET PASSING SEVERAL FOUND 1/2 INCH IRON PINS OF SAID LOTS TO A SET 1/2 INCH IRON PIN WITH A YELLOW CAP READING WHP 3025 AND ALSO BEING THE NORTHEAST CORNER OF LOT 21 OF THE SAID KINGS CROSSING P.D. PHASE 1 AND THE SOUTHWEST CORNER OF LOT 75 OF THE KINGS CROSSING P.D. PHASE 2 AS RECORDED IN SCRO PLAT BOOK 202, PAGE 33; THENCE FOLLOWING THE SOUTH LINE OF LOTS 72-75 OF SAID KINGS CROSSING P.D. PHASE 2 SOUTH 80 DEGREES 09 MINUTES 12 SECONDS EAST, A DISTANCE OF 615.74 FEET TO A SET 1/2 INCH IRON PIN WITH A YELLOW CAP READING WSP 3025 ALSO BEING THE SOUTHEAST CORNER OF LOT 72 OF THE SAID KINGS CROSSING P.D. PHASE 2 AND BEING A POINT IN THE WEST LINE OF LOT 74 OF THE STONECREST P.D. AS RECORDED IN SCRO PLAT BOOK 211, PAGE 11; THENCE FOLLOWING THE WEST LINES OF LOTS 58-59, B. 68-74 OF THE SAID STONECREST P.D SOUTH 11 DEGREES 10 MINUTES 33 SECONDS WEST, A DISTANCE OF 1184.62 FEET TO A FOUND 1/2 INCH IRON PIPE BEING THE SOUTHWEST CORNER OF LOT 58 OF THE SAID STONCREST P.D. AND ALSO BEING THE NORTWEST CORNER OF THE SAID RICK MROCH PROPERTY; THENCE FOLLOWING THE WEST LINE OF THE SAID RICK MROCH PROPERTY SOUTH 10 DEGREES 41 MINUTES 36 SECONDS WEST, A DISTANCE OF 385.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.85 ACRES, MORE OR LESS

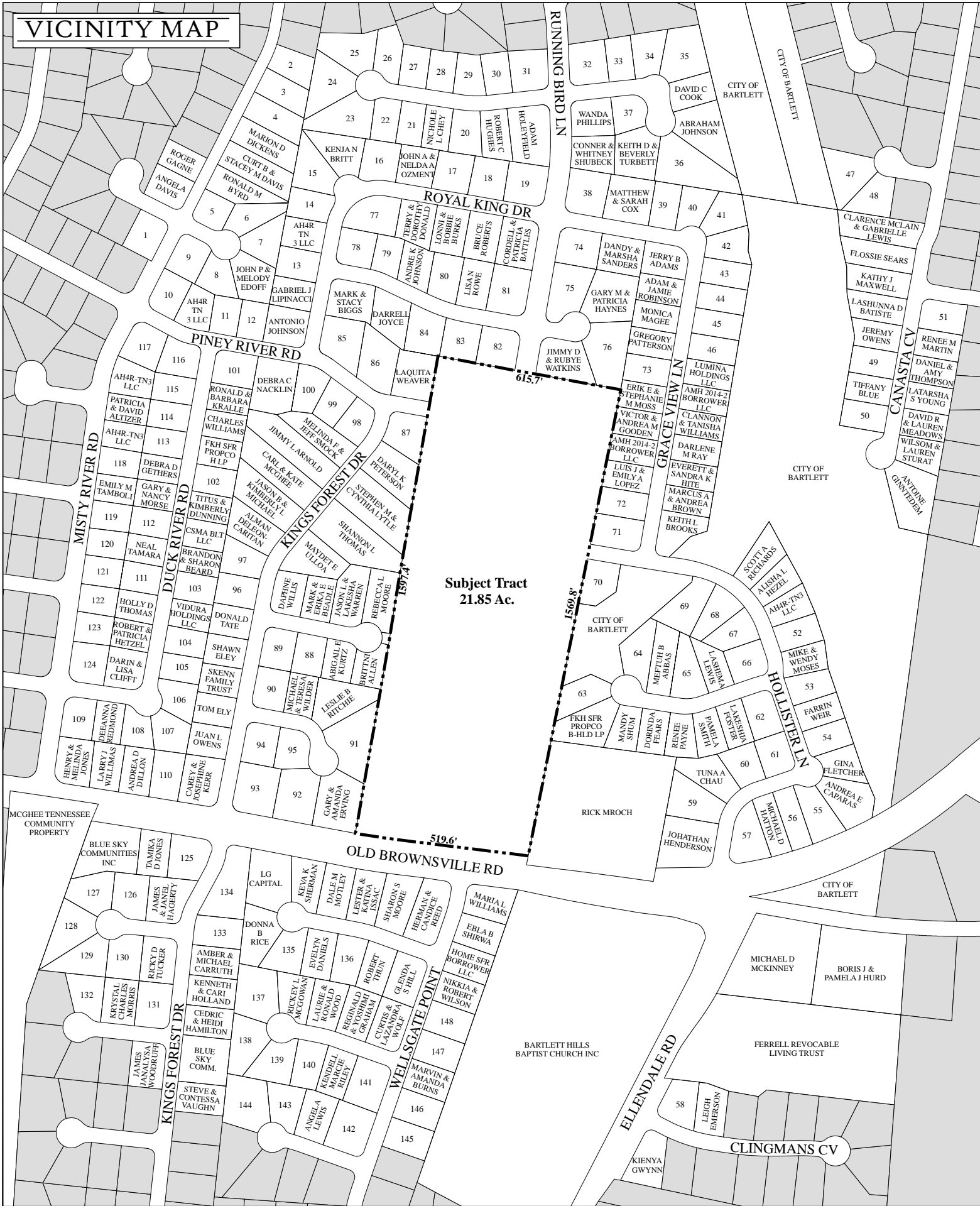


PROPERTY OWNER:
SAMMY GUFFIN
95 8TH STREET APT 1803
ATLANTA, GA 30309

DEVELOPER:
GBI CONTRACTORS, INC
110 CAMPGROUND ROAD
REDBANKS, MS 38661

REZONING PLOT PLAN/CONCEPT PLAN		
GUFFIN PROPERTY		
ZONING: RS-18 'SINGLE-FAMILY RESIDENTIAL'	DEED: INSTRUMENT NO. 19106818	
BARTLETT, SHELBY COUNTY, TENNESSEE		
NUMBER OF LOTS: 55	ACREAGE: 21.85 Acres	PARCEL ID NUMBER: B014 00901
APPLICANT: GBI CONTRACTORS 110 CAMPGROUND ROAD REDBANKS, MS 38661		ENGINEER: W.H. PORTER CONSULTANTS, PLLC 6055 PRIMACY PARKWAY SUITE 115 MEMPHIS TN 38119
100-YEAR FLOOD ELEV: N/A	FEMA MAP PANEL: 47157C0190G	FEMA MAP DATE: FEBRUARY 6, 2013
DATE: OCTOBER 6, 2025	SCALE: 1" = 100'	SHEET 1 OF 1

VICINITY MAP



**Subject Tract
21.85 Ac.**

**0 OLD BROWNSVILLE ROAD
PARCEL ID: B0148 00901
(GUFFIN PROPERTY)
BARTLETT, TENNESSEE**

**DEVELOPER:
GBI CONTRACTORS, INC.
110 CAMPGROUND ROAD
REDBANKS, MS 38661**

NORTH



<u>Lot#</u>	<u>Owner</u>	<u>Lot#</u>	<u>Owner</u>
1.	JEFF S & NORMINIA HALLIBUTON	52.	MARCUS J & MARQUITA S JOHNSON
2.	RICHARD S & BETH TOWNLEY	53.	KENYUN T GLOVER & TIVIA HAYES GLOVER
3.	SCOTT K & ANDREA N VALLIER	54.	GERAK M & SHANNON R GUYOT
4.	ANDREA N & CASSAND W DODSON	55.	TOMMY L & GENETTA BADY
5.	ELIZABETH JOHNSON	56.	JOEL M & KRISTY L KATZ
6.	ANGELITA T & ISAGANI A MABILIN	57.	RANDY C & DEBORAH M TAYLOR
7.	MICAH J & KIMBERLY SANDERSON	58.	HORACIO G DOMINGUEZ & NORMA A GUERRERO
8.	PR BORROWER 26 LLC	59.	GENISE WATSON & PACINO REED-BRYANT
9.	CHARLES D & REBECCA L MITCHELL	60.	RS RENTAL III-A LLC
10.	MIKE A & BARBARA L FAULKNER	61.	MELVIN & YOLANDER R MADISON
11.	GARY G MURPHY REVOCABLE TRUST	62.	STEPHANIE D BLACKLEY & MICHAEL J NURSE
12.	ANTOINETTE WIMBERLY	63.	PATRICK WILLIS & TARSHA JONES-WILLIS
13.	ANTHONY BRAMLETT	64.	FHK SFR PROPCO I LP
14.	ERNEST C & SANDRA A KEEFER	65.	BRYAN & TAMEIKA A CHALMERS
15.	ABDULMAJID A ALMEZJAJI & SARAH HEZAM	66.	WILLIE J & ESTHER L WHITFIELD
16.	BENNIE F & ESTELLA LEFLORE	67.	TONY M & TERRI W DEBERRY
17.	MELISSA & RICHARD SCHEIDERER	68.	DAISY VONGPHRACHANH
18.	SYLAS SPRADLEY AND KYLEA PETERS AND TYLER SPRADLEY	69.	KATIE & FRANK SMITH
19.	ALEXANDER RECVOABLE LIVING TRUST	70.	FABIAN REYES-AREIAGA & CARMAN REYES
20.	RICHARD J & BEVERLY G PEYTON	71.	GREGORIO & SHARON ACANG
21.	PORSCHE R MATTHEWS	72.	AMH 2014-2 BORROWER LLC
22.	WARD O & PAMELA H LINDSEY	73.	BENJAMIN I & JENNIFER L JOHNSON
23.	CHASITY HENDERSON & MAURICE WOOTEN	74.	STEPHANIE D WATKINS REVOCABLE LIVING TRUST
24.	REUBEN NGANGA & MARTHA KARUNDA REVOCABLE LIVING TRUST	75.	SANDRA SCOTT & JONATHAN O GRAVES
25.	DAXSHA D & SANJAY K VERMA	76.	JIM A & BEVERLY A HARBIN
26.	COOPER WASH REVOCABLE TRUST	77.	THEODORE A & REGINA V PERRY
27.	RICKY L & GRETA L SPENCER	78.	REGINALD R & DANA M PRIDE
28.	SHANNON SIMS & CANDICE HAMPTON-SIMMS	79.	LEE REVOCABLE LIVING TRUST
29.	TONY C & SUZANNE R QUARLES	80.	ZACHARY B & MEGHAN M ULLRICH
30.	HOWARD S & CATHY CARNEY	81.	MICHAEL P & SHARON A PUTT
31.	HERMAN G & JANE D HARRISON	82.	MATTHEW & DOMINICA HARRIS
32.	DAVID L & KIMBERLY M ALLEN	83.	BILLY & MELINDA HENSON LIVING TRUST
33.	ANTON D & TERRIYANA E HILL	84.	ROBERT T DODSON & MORGAN BERRY
34.	VINCENT C & CATINA A JENNINGS	85.	QUEEN TAYLOR & EUDORA THOMPSON
35.	ALLEN D & LISA C BEYERSDORF	86.	ANDREW & HELEN J CHAVERS
36.	CHARLES O & OLATUNBOSUN ADADEVOH	87.	THOMAS & MEGAN TURNER
37.	BRUCE T & SANDRA E JOHNSON	88.	AH4R TN PROPERTIES TWO LLC
38.	DAVID M FERET & LESLIE D WILLINS	89.	CADARRIUS & BREYA W MCGLOWN
39.	CAROL T OWEN & ROBING FLEMING	90.	JOSEPH M FERDINAND & ROBIN E STEVENS-FERDINAND
40.	ANTHONY D HILLARD	91.	REBECCA CUNNINGHAM
41.	CHARLOTTE BENTON & JONNAIR HOLMES	92.	MARCELO P NATUPLAG & EVELYN M MASPIIL
42.	LARRY L & ROBBIE IRWIN	93.	ESMERALDA ARELLANO & HUMBERTO VELAZQUEZ
43.	CHRISTOPHER MORROW & JAMES E FIELDS	94.	SHERWANDA S JAMESON
44.	GEORGE CUNNINGHAM & NAKISA A BANKS	95.	THOMAS M & PATRICIA W BURNS
45.	AUDREY HILL & PHYLLIS S FERGUSON	96.	FLOYD L & CANDACE S COVEY
46.	LINGLING WANG & SHENGLI HAO	97.	DALE S THOMPSON
47.	NORMAN R & CONNIE G GOBBLE REVOCABLE LIVING TRUST	98.	DORETHEA OGARRO
48.	KENNETH M & SHIRLEY S LUSE	99.	TIMOTHY A & SHELIA K WHALEY
49.	JERMIAH & CARLOTTA WOODS	100.	SHARON & TRENNIS SWIMS
50.	GEORGE H & STEPHANIE D PETERSON	101.	CHARLES R & PATRICIA A CONNELL
51.	BENJAMIN & DONNA M GILLIAIM		

<u>Lot#</u>	<u>Owner</u>
102.	THOMAS DAMSKE & HAMIE D KELLY
103.	PROGRESS RESIDENTIAL BORROWER 5 LLC
104.	ISMET & SUZANN N CELEBI
105.	MARK A & SHERRI J WILLIAMS
106.	KEYON & CHIQUITA LOVE
107.	THOMAS W & CHARLOTTE L PUCKETT
108.	STEWART B CUMMOCK
109.	AMATSYAH B YISRAEL
110.	HOME SFR BORROWER IV LLC
111.	JAMES S & KELLY C SCZEPANSKI
112.	AMH 2014-2 BORROWER LLC
113.	MAREK R & URSZULA M BIS
114.	CALLICOTT FAMILY TRUST
115.	JENNIFER M & MARK C SCHULTZ
116.	CORNELIA M WILSON & KAREN L CARDOSI
117.	JAY J & DANNA JO MATTHEWS
118.	HACKETT REVOCABLE LIVING TRUST
119.	ROY E & VIRGINIA C CUNNINGHAM
120.	MATTHEW D & MARY A BURKE
121.	HAZEM ABDELKARIM & BIHGHA J KRAKRA
122.	DANILO O & CELESTINA LARA
123.	TOMMY C THOMPSON
124.	DENA & DOUGLAS CARLOCK
125.	MUHAMMED HOSSIAN
126.	DAVID HILL & TAMIKO BUSBY-HILL
127.	ZACHARY GINN & CHARLENE A PATINO
128.	SANJAY & TOMA DAS ROY
129.	CHRISTOPHER & RYSHAYDEE GREELY
130.	KARIS BROWDER & CRAIG HAWKINS
131.	LOIUS JOE GLADNEY & MYCHA Y WILLIMAS-GLADNEY
132.	CATHERINE M REYES
133.	NATHANIEL L & TYNESHIA T SMITH
134.	RAMON F & MELANIA N RINKIN
135.	MOHAMMAD R HOSAIN & AMINA KHATUN
136.	JOSEPH R THOMAS & APRIL DEAN
137.	RANDY J & JULIE D GLOVER
138.	MARCELLA L SKIPPER
139.	REMO M & MELANIE J GAY
140.	YOLUNDA YARBROUGH
141.	MOHAMMED A KHAIR
142.	TRAVIS N & DONNA J HAMMONDS
143.	AMH 2014-2 BORROWER LLC
144.	DAVID L & JULIE D GLOVER
145.	DONALD & MADELINE HOWERY AND CASSANDRA H TAYLOR
146.	GARY B & JACQUELINE M MCCLINTON
147.	ARREGIOUS N & MONICA H JOYNER
148.	AMY J DAVENPORT

<u>Lot#</u>	<u>Owner</u>
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RICK MROCH
1062 NEW YORK ST
MEMPHIS, TN 38104

JONATHAN S HENDERSON
4789 E ELLENDAL RD
BARTLETT, TN 38135

GENISE WATSON & PACINO R REED-
BRYANT
4803 ELLENDALE RD
BARTLETT, TN 38135

TUAN A CHAU
4807 ELLENDALE RD
BARTLETT, TN 38135

RS RENTAL III-A LLC
32 MERCER ST FLOOR 4
NEW YORK, NY 10013 2518

MELVIN & YOLANDER R MADISON
4819 ELLENDALE RD
BARTLETT, TN 38135

STEPHANIE D BLACKLEY & MICHAEL J
NURSE
6615 HOLLISTER CV
BARTLETT, TN 38135

LAKESHIA FOSTER
6607 HOLLISTER CV
BARTLETT, TN 38135

PAMELA SMITH
6601 HOLLISTER CV
BARTLETT, TN 38135

RENEE W PAYNE
6595 HOLLISTER CV
BARTLETT, TN 38135

DORINDA M FEARS
6589 HOLLISTER CV
BARTLETT, TN 38135

MANDY SHUM
6577 HOLLISTER CV
BARTLETT, TN 38135

FKH SFR PROPCO B-HLD LP
600 GALLERIA PWKY STE 300
ATLANTA, GA 30339

PATRICK WILLIS & TARSHA JONES-WILLIS
6570 HOLLISTER CV
BARTLETT, TN 38135

CITY OF BARTLETT
6400 STAGE RD
MEMPHIS, TN 38134

FKH SFR PROPCO I LP
600 GALLERIA PWKY STE 300
ATLANTA, GA 30339

MEFTUH B ABBAS
6586 HOLLISTER CV
BARTLETT, TN 38135

BRYAN & TAMEIKA CHALMERS
6596 HOLLISTER CV
BARTLETT, TN 38135

LASHEMA LEWIS
6609 HOLLISTER CV
BARTLETT, TN 38135

WILLIE J & ESTHER L WHITFIELD
6616 HOLLISTER CV
BARTLETT, TN 38135

TONY M & TERRI W DEBERRY
6619 HOLLISTER LN
BARTLETT, TN 38135

DAISY VONGPHRACHANH
6611 HOLLISTER LN
BARTLETT, TN 38135

KATIE & FRANK SMITH
6595 HOLLISTER LN
BARTLETT, TN 38135

FABIAN REYES-AREIAGA & CARMEN S
REYES
6565 HOLLISTER LN
BARTLETT, TN 38135

SCOTT A RICHARDS
6610 HOLLISTER LN
BARTLETT, TN 38135

ALISHA L HEZEL
6616 HOLLISTER LN
BARTLETT, TN 38135

AH4R-TN3 LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91302

MARCUS J & MARQUITA S JOHNSON
6626 HOLLISTER LN
BARTLETT, TN 38135

MIKE & WENDY MOSES
6630 HOLLISTER LN
BARTLETT, TN 38135

KENYUN T GLOVER & TIVIA HAYES
GLOVER
6636 HOLLISTER LN
BARTLETT, TN 38135

FARRIN WEIR
6640 HOLLISTER LN
BARTLETT, TN 38135

GERAK M & SHANNON R GUYOT
6646 HOLLISTER LN
BARTLETT, TN 38135

GINA FLETCHER
6650 HOLLISTER LN
BARTLETT, TN 38135

ANDREA E CAPARAS
4824 ELLENDALE RD
BARTLETT, TN 38135

TOMMY L & GENETTA BADY
4820 ELLENDALE RD
BARTLETT, TN 38135

JOEL M & KRISTY L KATZ
4816 ELLENDALE RD
BARTLETT, TN 38135

MICHAEL D HATTON
4810 ELLENDALE RD
BARTLETT, TN 38135

RANDY C & DEBORAH M TAYLOR
4790 ELLEBDALE DR
BARTLETT, TN 38135

FERRELL REVOCABLE LIVING TRUST
4722 ELLENDALE RD
BARTLETT, TN 38135

CITY OF BARTLETT
6400 STAGE RD
BARTLETT, TN 38135

MICHAEL D MCKINNEY
8893 VALLEY CREEK DR
ARLINGTON, TN 38002

BORIS J & PAMELA J HURD
7263 OLD BROWNSVILLE RD
ARLINGTON, TN 38002

BARTLETT HILLS BAPTIST CHURCH INC
4641 ELLENDALE RD
MEMPHIS, TN 38135

KIENYA GWYNN
6593 CLINGMANS CV
BARTLETT, TN 38135

HORACIO DOMINGUEZ & NORMA
GUERRERO
6602 CLINGMANS CV
BARTLETT, TN 38135

LEIGH A EMERSON
6612 CLINGMANS CV
BARTLETT, TN 38135

MCGHEE TENNESSEE COMMUNITY
PROPERTY TRUST
6389 OLD BROWNSVILLE RD
BARTLETT, TN 38135

BLUE SKY COMMUNITIES INC
177 CRESENT DR
COLLIERVILLE, TN 38017

TAMIKA D JONES
6423 OLD BROWNSVILLE RD
MEMPHIS, TN 38125

MUHAMMED HOSSIAN
6429 OLD BROWNSVILLE RD
BARTLETT, TN 38135

JAMES & JANEL HAGERTY
6424 SALLOWS CV
BARTLETT, TN 38135

DAVID & TAMIKO HILL
6412 SALLOWS CV
BARTLETT, TN 38135

ZACHARY GINN & CHARLENE PATINO
6404 SALLOWS CV
BARTLETT, TN 38135

SANJAY & TOMA ROY
6398 SALLOWS CV
BARTLETT, TN 38135

CHRISTOPHER & RYSHAUDEE GREELY
8252 SAWER MILL CV
ARLINGTON, TN 38002

KARIS BROWDER & CRAIG HAWKINS
6411 SALLOWS CV
BARTLETT, TN 38135

RICKY D TUCKER
6425 SALLOWS CV
BARTLETT, TN 38135

LOUIS JOE GLADNEY & MYCHA WILLIAMS-
GLADNEY
6422 OSIER CV
BARTLETT, TN 38135

KRYSTAL L & CHARLES E MORRIS
6410 OSIER CV
BARTLETT, TN 38135

CATHERINE M REYES
6400 OSIER CV
BARTLETT, TN 38135

JAMES J & JANALYSA M WOODRUFF
6423 OSIER CV
BARTLETT, TN 38135

STEVE & CONTESSA C VAUGHN
4700 KINGS FOREST DR
BARTLETT, TN 38135

BLUE SKY COMMUNITIES INC
177 CRESCENT DR
COLLIERVILLE, TN 38017

CEDRIC & HEIDI HAMILTON
4726 KINGS FOREST DR
BARTLETT, TN 38135

KENNETH L & CARLA A HOLLAND
4734 KINGS FOREST DR
BARTLETT, TN 38135

AMBER & MICHAEL CARRUTH
4744 KINGS FOREST DR
BARTLETT, TN 38135

NATHANIEL L & TYNESHIA T SMITH
4754 KINGS FOREST DR
BARTLETT, TN 38135

RAMON F & MELANIA N RINKIN
4770 KINGS FOREST DR
BARTLETT, TN 38135

MARIA L WILLIAMS
4770 WELLSGATE PT
BARTLETT, TN 38135

EBLA B SHIRWA
4760 WELLSGATE PT
BARTLETT, TN 38135

HOME SFR BORROWER LLC
3505 KROGER BLVD STE 400
DULUTH, GA 30096

NIKKIA R & ROBERT W WILSON
4740 WELLSGATE PT
BARTLETT, TN 38135

AMY J DAVENPORT
4730 WELLSGATE PT
BARTLETT, TN 38135

ARREGIOUS N & MONICAL H JOYNER
4728 WELLSGATE PT
BARTLETT, TN 38135

MARVIN & AMANDA F BURNS
4710 WELLSGATE PT
BARTLETT, TN 38135

GARY B & JACQUELINE M MCCLINTON
4700 WELLSGATE PT
BARTLETT, TN 38135

DONALD & MADELINE HOWERY
4690 WELLSGATE PT
BARTLETT, TN 38135

TRAVIS & DONNA HAMMOMNDS
6486 WELLS FARMS CV
BARTLETT, TN 38135

ANGELA LEWIS
6476 WELLS FARMS CV
BARTLETT, TN 38135

AMH 2014-2 BORROWER LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91302

DAVID L & JULIE D GLOVER
6456 WELLS FARMS CV
BARTLETT, TN 38135

MOHAMMED A KHAIR
6497 WELLS FIELDS CV
BARTLETT, TN 38135

KENDELL M & MARCIE K RILEY
6487 WELLS FIELDS CV
BARTLETT, TN 38135

YOLUNDA YARBROUGH
6477 WELLS FIELDS CV
BARTLETT, TN 38135

REMO M & MELANIE J GAY
6467 WELLS FIELDS CV
BARTLETT, TN 38135

MARCELLA L
6451 WELLS FIELDS CV
BARTLETT, TN 38135

RANDY J & BRIDGE F BENNEY
6458 WELLS FIELDS CV
BARTLETT, TN 38135

RICKEY L MCGOWAN
6468 WELLS FIELDS CV
BARTLETT, TN 38135

LAURIE A & RONALD B WOOD
6478 WELLS FIELDS CV
BARTLETT, TN 38135

REGINALD & YOSHIMI GRAHAM
6488 WELLS FIELDS CV
BARTLETT, TN 38135

CURTIS & LAZANDRA
6498 WELLS FIELDS CV
BARTLETT, TN 38135

GLENDIA D HILL
6509 WELLSGATE CV
BARTLETT, TN 38135

ROBERT THUN
6499 WELLSGATE CV
BARTLETT, TN 38135

JOSEPH THOMAS & APRIL DEAN
6489 WELLSGATE CV
BARTLETT, TN 38135

EVELYN DANIELS
6479 WELLSGATE CV
BARTLETT, TN 38135

MOHAMMAD HOSAIN & AMINA
KHATUN
6469 WELLSGATE CV
BARTLETT, TN 38135

DONNA B RICE
6455 WELLSGATE CV
BARTLETT, TN 38135

LG CAPITAL
6460 WELLSGATE CV
BARTLETT, TN 38135

KEVA K SHERMAN
6470 WELLSGATE CV
BARTLETT, TN 38135

DALE M MOTLEY
6480 WELLSGATE CV
BARTLETT, TN 38135

LESTER & KATINA L ISSAC
6490 WELLSGATE CV
BARTLETT, TN 38135

SHARON S MOORE
6500 WELLSGATE CV
BARTLETT, TN 38135

HERMAN L & CANDICE L REED
6510 WELLSGATE CV
BARTLETT, TN 38135

BENJAMIN & DONNA M GILLIAM
4964 CANASTA CV
ARLINGTON, TN 38002

RENEE M MARTIN
4960 CANASTA CV
ARLINGTON, TN 38002

DANIEL L & AMY THOMPSON
4952 CANASTA CV
ARLINGTON, TN 38002

LATARSHA S YOUNG
4944 CANASTA CV
ARLINGTON, TN 38002

DAVID R & LAUREN L MEADOWS
4934 CANASTA CV
ARLINGTON, TN 38002

WILSON & LAUREN STUART
4926 CANASTA CV
ARLINGTON, TN 38002

ANTIONE F GNINTEDEM
4916 CANASTA CV
ARLINGTON, TN 38002

CITY OF BARTLETT
6400 STAGE RD
MEMPHIS, TN 38134

NORMAN R & CONNIE G GOBBLE
REVOCABLE LIVING TRUST
6657 LOOSAHATCHIE CV
ARLINGTON, TN 38002

KENNETH M & SHIRLEY S LUSE
6661 LOOSAHATCHIE CV
ARLINGTON, TN 38002

CLARENCE MCCLAIN & GABRIELLE
LEWIS
4979 LOOSAHATCHIE DR
BARTLETT, TN 38002

FLOSSIE SEARS
4973 LOOSAHATCHIE DR
ARLINGTON, TN 38002

KATHY J MAXWELL
4969 LOOSAHATCHIE DR
ARLINGTON, TN 38002

LASHUNNA D BATISTE
4965 CANASTA CV
BARTLETT, TN 38135

JEREMY OWENS
4959 CANASTA CV
BARTLETT, TN 38135

JEREMIAH& CARLOTTA WOODS
4953 CANASTA CV
BARTLETT, TN 38135

TIFFANY BLUE
4945 CANASTA CV
ARLINGTON, TN 38002

GEORGE H & STEPHANIE D PETERSON
4933 CANASTA CV
ARLINGTON, TN 38002

GREGORIO & SHARON ACANG
4891 GRACE VIEW LN
BARTLETT, TN 38135

AMH 2014-2 BORROWER LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91320

LUIS J & EMILY A LOPEZ
4911 GRACE VIEW LN
BARTLETT, TN 38135

AMH 2014-2 BORROWER LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91320

VICTOR & ANDREA M GOODEN
4929 GRACE VIEW LN
BARTLETT, TN 38135

ERIK E & STEOHANIE M MOSS
5727 CLEOME RD
WESTERVILLE, OH 43081

BENJAMIN I & JENNIFER L JOHNSON
4947 GRACE VIEW LN
BARTLETT, TN 38135

GREGORY L PATTERSON
4955 GRACE VIEW LN
BARTLETT, TN 38135

MONICA MAGEE
4965 GRACE VIEW LN
BARTLETT, TN 38135

ADAM & JAMIE ROBINSON
4975 GRACE VIEW LN
BARTLETT, TN 38135

JERRY B ADAMS
4985 GRACE VIEW LN
BARTLETT, TN 38135

LARRY L & ROBBIE IRWIN
4990 GRACE VIEW LN
BARTLETT, TN 38135

CHRISTOPHER L MORROW & JAMIE E
FIELDS
4982 GRACE VIEW LN
BARTLETT, TN 38135

GEORGE CUNNINGHAM & NAKISA A
BANKS
4974 GRACE VIEW LN
BARTLETT, TN 38135

AUDREY R HILL & PHYLLIS S FERGUSON
4964 GRACE VIEW LN
BARTLETT, TN 38135

LINGLING WANG
6531 NORTE DAME DR
BUENA PARK, CA 90620

LUMINA HOLDINGS LLC
5100 POPLAR AVE STE 1503
MEMPHIS, TN 38137

AMH 2014-2 BORROWER LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91320

CLANNON & TANISHA WILLIAMS
4930 GRACE VIEW LN
BARTLETT, TN 38135

DARLENE M RAY
4922 GRACE VIEW LN
BARTLETT, TN 38135

EVERTT & SANDRA K HITE
4914 GRACE VIEW LN
BARTLETT, TN 38135

MARCUS A & ANDREA BROWN
4904 GRACE VIEW LN
BARTLETT, TN 38135

KEITH L BROOKS
4892 GRACE VIEW LN
BARTLETT, TN 38135

DAVID M FERET & LESLIE D WILLINS
5000 RUNNING BIRD LN
BARTLETT, TN 38135

CONNER & WHITNEY SHUBECK
5024 RUNNING BIRD LN
BARTLETT, TN 38135

STEPHANIE WATKINS REVOCABLE
LIVING TRUST
6559 ROYAL KING DR
BARTLETT, TN 38135

DANDY & MARSHA O SANDERS
6575 ROYAL KING DR
BARTLETT, TN 38135

MATTHEW R & SARAH E COX
6572 ROYAL KING DR
BARTLETT, TN 38135

CAROL T OWEN & ROBIN FLEMING
6580 ROYAL KING DR
BARTLETT, TN 38135

ANTHONY D HILL
6588 ROYAL KING DR
BARTLETT, TN 38135

CHARLOTTE C BENTON & JONNAIR
HOLMES
6594 ROYAL KING DR
BARTLETT, TN 38135

ALEXANDER REVOCABLE LIVING TRUST
6536 ROYAL KING DR
BARTLETT, TN 38135

SYLAS SPRADLEY AND KYLEA PETERS AND
TYLER SPRADLEY
6524 ROYAL KING DR
BARTLETT, TN 38135

MELISSA & RICHARD SCHEIDERER
6512 ROYAL KING DR
BARTLETT, TN 38135

JOHN A & NELDA A OZMENT
6500 ROYAL KING DR
BARTLETT, TN 38135

BENNIE F & ESTELLA LEFLORE
6490 ROYAL KING DR
BARTLETT, TN 38135

THEODORE A & REGINA V PERRY
6491 ROYAL KING DR
BARTLETT, TN 38135

TERRY & DORTHY DONALD
6505 ROYAL KING DR
BARTLETT, TN 38135

LONNI & BOBBIE BURKS AND MICHAEL
CARR
6519 ROYAL KING DR
BARTLETT, TN 38135

BRUCE ROBERTS
6529 ROYAL KING DR
BARTLETT, TN 38135

CORDELL W & PATRICIA L BATTLES
6536 ROYAL KING DR
BARTLETT, TN 38135

WANDA K PHILLIPS
6555 RUNNING BIRD CV
ARLINGTON, TN 38002

BRUCE T & SANDRA E JOHNSON
6565 RUNNING BIRD CV
ARLINGTON, TN 38002

KEITH D & BEVERLY A TURBETT
6583 RUNNING BIRD CV
ARLINGTON, TN 38002

CHARLES & OLATUNBOSUN ADADEVOH
6587 RUNNING BIRD CV
ARLINGTON, TN 38002

ABRAHAM JOHNSON
6584 RUNNING BIRD CV
ARLINGTON, TN 38002

DAVID C COOK
6580 RUNNING BIRD CV
ARLINGTON, TN 38002

ALLEN D & LISA C BEYERSDORF
6576 RUNNING BIRD CV
ARLINGTON, TN 38002

VINCENT & CATINA JENNINGS
6572 RUNNING BIRD CV
ARLINGTON, TN 38002

ANTON D & TERRIYANA E HILL
6562 RUNNING BIRD CV
ARLINGTON, TN 38002

DAVID & KIMBERLY ALLEN
6552 RUNNING BIRD CV
ARLINGTON, TN 38002

HERMAN G & JANE D HARRISON
6534 STECK CV
ARLINGTON, TN 38002

HOWARD S & CATHY CARNEY
6530 STECK CV
ARLINGTON, TN 38002

TONY C & SUZANNE R QUARLES
6520 STECK CV
ARLINGTON, TN 38002

SHANNON SIMS & CANDICE HAMPTON-
SIMS
6510 STECK CV
ARLINGTON, TN 38002

RICKY L & GRETA L SPENCER
6498 STECK CV
ARLINGTON, TN 38002

COOPER WASH REVOCABLE TRUST
6488 STECK CV
ARLINGTON, TN 38002

DAXSHA D & SANJAY K VERMA
6484 STECK CV
ARLINGTON, TN 38002

REUBEN NGANGA & MARTHA
KARUNDA REVOCABLE LIVING TRUST
6480 STECK CV
ARLINGTON, TN 38002

CHASITY HENDERSON & MAURICE
WOOTEN
6485 STECK CV
ARLINGTON, TN 38002

WARD O & PAMELA H LINDSEY
6491 STECK CV
ARLINGTON, TN 38002

PORSCHER MATTHEWS
6501 STECK CV
ARLINGTON, TN 38002

NICHOLE L CHEY
6511 STECK CV
ARLINGTON, TN 38002

RICHARD J & BEVERLY G PEYTON
6521 STECK CV
ARLINGTON, TN 38002

ROBERT C HUGHES
6525 STECK CV
ARLINGTON, TN 38002

ADAM M HOLYFIELD
6531 STECK CV
ARLINGTON, TN 38002

SANDRA SCOTT & JONATHAN GRAVES
6552 ROYAL VALLEY CV
BARTLETT, TN 38135

GARY M & PATRICIA A HAYNES
6560 ROYAL VALLEY CV
BARTLETT, TN 38135

JIM A & BEVERLY A HARBIN
6559 ROYAL VALLEY CV
BARTLETT, TN 38135

JIMMY D & RUBY K WATKINS
6553 ROYAL VALLEY CV
BARTLETT, TN 38135

MATTHEW & DOMINICA HARRIS
6533 ROYAL VALLEY DR
BARTLETT, TN 38135

BILLY & MELINDA HENSON LIVING TRUST
6519 ROYAL VALLEY DR
BARTLETT, TN 38135

ROBERT DODSON & MORGAN BERRY
6505 ROYAL VALLEY DR
BARTLETT, TN 38135

DARRELL JOYCE
7138 CAROL LN
FALLS CHURCH, VA 22042

LEE REVOCABLE LIVING TRUST
6492 ROYAL VALLEY DR
BARTLETT, TN 38135

ANDRE K JOHNSON
6502 ROYAL VALLEY DR
BARTLETT, TN 38135

ZACHARY B & MEGHAN M ULLRICH
6510 ROYAL VALLEY DR
BARTLETT, TN 38135

LISA N ROWE
6520 ROYAL VALLEY DR
BARTLETT, TN 38135

MICHAEL P & SHARON A PUTT
6532 ROYAL VALLEY DR
BARTLETT, TN 38135

KENJA N BRITT
6408 ROYAL KING DR
BARTLETT, TN 38135

ABDULMAJID A ALMEZJAJI & SARAH A
HEZAM
5005 KINGS MEADOW DR
BARTLETT, TN 38135

ERNEST C & SANDRA A KEEFER
4997 KINGS MEADOW DR
BARTLETT, TN 38135

AH4R TN 3 LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91302

ANTHONY BRAMLETT
4997 KINGS MEADOW DR
BARTLETT, TN 38135

GABRIEL J LUPINACCI
4965 KINGS MEADOW DR
BARTLETT, TN 38135

MARK E & STACY M BIGGS
4966 KINGS MEADOW DR
BARTLETT, TN 38135

REGINALD R & DANA M PRIDE
4986 KINGS MEADOW DR
BARTLETT, TN 38135

LAQUITA WEAVER
6500 PINEY RIVER RD
BARTLETT, TN 38135

ANDREW & HELEN J CHAVERS
6490 PINEY RIVER RD
BARTLETT, TN 38135

QUEEN TAYLOR & EUDORA THOMPSON
6474 PINEY RIVER RD
BARTLETT, TN 38135

ANTONIO JOHNSON
6452 PINEY RIVER RD
BARTLETT, TN 38135

ANTOINETTE WIMBERLY
6444 PINEY RIVER RD
BARTLETT, TN 38135

GARY MURPHY REVOCABLE TRUST
6436 PINEY RIVER RD
BARTLETT, TN 38135

MIKE & BARBARA L FAULKNER
6416 PINEY RIVER RD
BARTLETT, TN 38135

JAY J & DONNA JO MATTHEWS
6415 PINEY RIVER RD
BARTLETT, TN 38135

DEBRA C MACKLIN
6451 PINEY RIVER RD
BARTLETT, TN 38135

SHARON & TRENNIS SWIMS
6463 PINEY RIVER RD
BARTLETT, TN 38135

TIMOTHY A & SHELIA K WHALEY
6477 PINEY RIVER RD
BARTLETT, TN 38135

DORETHERA OGARRO
6489 PINEY RIVER RD
BARTLETT, TN 38135

RICHARD S & BETH TOWNLEY
5044 MISTY RIVER RD
BARTLETT, TN 38135

SCOTT K & ANDREA N VALLIER
5036 MISTY RIVER RD
BARTLETT, TN 38135

ANDRE & CASSAND DODSON
5028 MISTY RIVER RD
BARTLETT, TN 38135

MARION D DICKENS
5020 MISTY RIVER RD
BARTLETT, TN 38135

CURT B & STACY M DAVIS
5014 MISTY RIVER RD
BARTLETT, TN 38135

RONALD M BYRD
5006 MISTY RIVER RD
BARTLETT, TN 38135

ELIZABETH JOHNSON
4996 MISTY RIVER RD
BARTLETT, TN 38135

ROGER GAGNE
5007 MISTY RIVER RD
BARTLETT, TN 38135

ANGELITA T & ISAGANI A MABILIN
1966 GARZONI PL
SANTA CLARA, CA 95054

MICHAEL J & KIMBERLY SANDERSON
6446 E FORKED RIVER CV
BARTLETT, TN 38135

JOHN P MELODY EDOFF
6445 E FORKED RIVER CV
BARTLETT, TN 38135

PR BORROWER 26 LLC
PO BOX 4090
SCOTTSDALE, AZ 85261

CHARLES D & REBECCA L MITCHELL
6425 E FORKED RIVER CV
BARTLETT, TN 38135

ENGELA DAVIS
6416 W FORKED RIVER CV
BARTLETT, TN 38135

JEFF S & NORMINIA HALLIBURTON
6417 W FORKED RIVER CV
BARTLETT, TN 38135

THOMAS & MEGAN TURNER
4936 KINGS FOREST DR
BARTLETT, TN 38135

DARYL K PETERSON
4926 KINGS FOREST DR
BARTLETT, TN 38135

STEPHEN M & CYNTHIA A LYTLE
4916 KINGS FOREST DR
BARTLETT, TN 38135

SHANNON L THOMAS
4906 KINGS FOREST DR
BARTLETT, TN 38135

MAYDETE E ULLOA
4890 KINGS FOREST DR
BARTLETT, TN 38135

MELINDA F & JEFF SMOCK
4923 KINGS FOREST DR
BARTLETT, TN 38135

JIMMY L ARNOLD
4915 KINGS FOREST DR
BARTLETT, TN 38135

CARL & KATIE MCGHEE
4905 KINGS FOREST DR
BARTLETT, TN 38135

JASON B KIMBERLY L MICHAEL
4895 KINGS FOREST DR
BARTLETT, TN 38135

ALMA N DELEON-CARITAN
4887 KINGS FOREST DR
BARTLETT, TN 38135

DALE S THOMPSON
4875 KINGS FOREST DR
BARTLETT, TN 38135

FLOYD L & CANDANCE S COVEY
3541 WATERFORD CV
COLLIERVILLE, TN 38017

DONALD K TATE
4859 KINGS FOREST DR
BARTLETT, TN 38135

SHAWN ELEY
4845 KINGS FOREST DR
BARTLETT, TN 38135

SKEEN FAMILY TRUST
4835 KINGS FOREST DR
BARTLETT, TN 38135

TOM ELY
4825 KINGS FOREST DR
BARTLETT, TN 38135

JUAN L OWENS
4815 KINGS FOREST DR
BARTLETT, TN 38135

ESMERALDA ARELLANO & HUMBERTO
VELAZQUEZ
4806 KINGS FOREST DR
BARTLETT, TN 38135

JOSEPH M FERDINAND & ROBIN
STEVENS-FERDINAND
6450 REGENTS CV
BARTLETT, TN 38135

MICHAEL E & TERESA S WILDER
6462 REGENTS CV
BARTLETT, TN 38135

LESLIE B RITCHIE
6472 REGENTS CV
BARTLETT, TN 38135

REBECCA CUNNINGHAM
6482 REGENTS CV
BARTLETT, TN 38135

GARY & AMANDA ERVING
6492 REGENTS CV
BARTLETT, TN 38135

MARCELO P NATUPLAG & EVELYN M
MASPIL
6493 REGENTS CV
BARTLETT, TN 38135

THOMAS M & PATRICIA W BURNS
6483 REGENTS CV
BARTLETT, TN 38135

SHERWANDA S JAMESON
6930 AREKA HILL CV
BARTLETT, TN 38135

CADARRIUS & BREYA MCGLOWN
6449 KINGS CV
BARTLETT, TN 38135

AH4R TN PROPERTIES TWO LLC
23975 PARK SORRENTO STE 300
CALABASAS, CA 91302

ABIGALE E KURTZ
6471 KINGS CV
BARTLETT, TN 38135

BRITNI ALLEN
6481 KINGS CV
BARTLETT, TN 38135

REBECCA L MOORE
6480 KINGS CV
BARTLETT, TN 38135

JASON L & LAKESHA WARREN
6470 KINGS CV
BARTLETT, TN 38135

MARK R & ERIKA E BEADLE
6458 KINGS CV
BARTLETT, TN 38135

DAPHNE WILLIS
6448 KINGS CV
BARTLETT, TN 38135

CHARLES R & PATRICIA A CONNELL
4948 DUCK RIVER RD
BARTLETT, TN 38135

RONALD C & BARBARA M KRALLE
4936 DUCK RIVER RD
BARTLETT, TN 38135

CHARLES L WILLIAMS
4928 DUCK RIVER RD
BARTLETT, TN 38135

FKH SFR PROPCO H LP
600 GALLERIA PWKY STE 300
ATLANTA, GA 30339

THOMAS W DAMSKE & HAMIE KELLY
4910 DUCK RIVER RD
BARTLETT, TN 38135

TITUS & KIMBERLY DUNNING
4900 DUCK RIVER RD
BARTLETT, TN 38135

CSMA BLT LLC
600 GALLERIA PWKY STE 300
ATLANTA, GA 30339

BRANDON & SHARON BEARD
4880 DUCK RIVER RD
BARTLETT, TN 38135

PROGRESS REISENTIAL BORROWER 5 LLC
PO BOX 4090
SCOTTSDALE, AZ 85261

VIDURA HOLDINGS LLC
PO BOX 731356
SAN JOSE, CA 95173

ISMET & SUZANN N CELEBI
4850 DUCK RIVER RD
BARTLETT, TN 38135

MARK A & SHERRI J WILLIAM
4840 DUCK RIVER RD
BARTLETT, TN 38135

KEYON & CHIQUITA LOVE
4830 DUCK RIVER RD
BARTLETT, TN 38135

THOMAS W & CHARLOTTE L PUCKETT
4820 DUCK RIVER RD
BARTLETT, TN 38135

CORNELIA WILSON & KAREN CARDOSI
4947 DUCK RIVER RD
BARTLETT, TN 38135

JENNIFER M & MARK C SCHULTZ
4939 DUCK RIVER RD
BARTLETT, TN 38135

CALLICOTT FAMILY TRUST
4929 DUCK RIVER RD
BARTLETT, TN 38135

MAREK R & URSZULA BIS
4917 DUCK RIVER RD
BARTLETT, TN 38135

DEBRA D GETHERS
1509 PULLMAN DR
SEVERN, MD 21144

GARY A & NANCY H MORSE
4901 DUCK RIVER RD
BARTLETT, TN 38135

NEAL TAMARA
4881 DUCK RIVER RD
BARTLETT, TN 38135

JAMES S & KELLY C SZCEPANSKI
4871 DUCK RIVER RD
BARTLETT, TN 38135

HOLLY D THOMAS
4861 DUCK RIVER RD
BARTLETT, TN 38135

ROBERT & PATRICIA HETZEL
4849 DUCK RIVER RD
BARTLETT, TN 38135

DARIN & LISA CLIFT
6410 NEEDLE RIDGE RD
BARTLETT, TN 38135

STEWART B CUMMOCK
6415 NEEDLE RIDGE RD
BARTLETT, TN 38135

DEANNA REDMOND
6407 NEEDLE RIDGE RD
BARTLETT, TN 38135

AMATSYAH B YISRAEL
6399 NEEDLE RIDGE RD
BARTLETT, TN 38135

HENRY & MELINDA JONES
6398 OLD BROWNSVILLE RD
BARTLETT, TN 38135

LARRY J WILLIAMS
4735 S 3RD ST
MEMPHIS, TN 38109

ANDREA D DILLON
6416 OLD BROWNSVILLE RD
BARTLETT, TN 38135

HOME SFR BORROWER IV LLC
3505 KROGER BLVD STE 400
DULUTH, GA 30096

DENA & DOUGLAS CARLOCK
4842 MISTY RIVER RD
BARTLETT, TN 38135

TOMMY C THOMPSON
4854 MISTY RIVER RD
BARTLETT, TN 38135

DANILO & CELESTINA LARA
4862 MISTY RIVER RD
BARTLETT, TN 38135

EMILY M TAMBOLI
4872 MISTY RIVER RD
BARTLETT, TN 38135

MATTHEW & MARY BURKE
4882 MISTY RIVER RD
BARTLETT, TN 38135

ROY E & VIRGINIA CUNNINGHAM
4892 MISTY RIVER RD
BARTLETT, TN 38135

ROY E & VIRGINIA CUNNINGHAM
4902 MISTY RIVER RD
BARTLETT, TN 38135

HACKETT REVOCABLE LIVING TRUST
4910 MISTY RIVER RD
BARTLETT, TN 38135

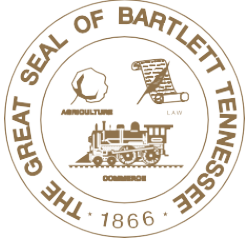
PATRICIA M & DAVID ALTIZER
4930 MISTY RIVER RD
BARTLETT, TN 38135

WH PORTER CONSULTANTS
6055 PRIMACY PARKWAY SUITE 115
MEMPHIS, TN 38119

GBI CONTRACTORS
110 CAMPGROUND ROAD
REDBANKS, MS 38661

SAMMY GUFFIN
95 8TH ST NW APT 1803
ATLANTA, GA 4576

Board of Mayor and Aldermen
January 13, 2026



Consent Summary:

Memphis Runners Track Club Winter Off-Road Series 8k Trail Race to be held February 8, 2026, 12:00 p.m. to 5:00 p.m. at Nesbit Park located at 5760 Yale Road.

Formal Body:

Attachments:

Memphis Runners Track Off Road 8k Trail Race



Special Event Application

Date: 09/04/2025

Applicant

Applicant Name: April Flanigan - Memphis Runners Track Club Phone: 901-291-9423
 Address: PO Box 17981 Email: aflanigan@memphisrunners.com
 City, State, Zip: Memphis, TN 38187

Special Event

Site Address: 5760 Yale Rd Hours of the Event: 12:00 pm - 5:00 pm
 City, State, Zip: Bartlett, TN 38135 Type of Event: Seasonal
 Event Start Date: 2026-02-08 Property Owner:
 Event End Date: 2026-02-08

Project Description: Memphis Runners Winter Off Road Series Off Road 8k Trail Race-Feb 8, 2026 12:00 pm-5:00 pm

Check all items that apply

- State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
- Letter of Permission
- Insurance
- Tents (Fire Retardant letter included)
- Special Event Checklist
- Map
- Sign or Banner

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

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

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

 April Flanigan
 Name

 09/04/2025
 Date

Special Event Checklist

Event: Memphis Runners Track Club - Winter Off-Road Series
Location: Nesbit Park
Dates: 2/8/2020

Series
EK

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Political campaigning. Campaigning for public office.

Performance standards:

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

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

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

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

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

Insurance Coverage: City of Bartlett Property

Insurance coverage. Special events held on City of Bartlett Property; the recipients shall show proof of liability insurance at time of application. The Certificate of Insurance shall name the City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies or commissions as additional insureds in an amount determined by the Chief Administrative Officer based on the nature of the special event. The City of Bartlett shall be named Certificate Holder.

See Example Below (Found at bottom of Certificate of insurance)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bartlett, its elected officials, appointees, employees and members of boards, agencies or commissions shall be named as additional insureds.

CERTIFICATE HOLDER

City of Bartlett
6400 Stage Road
Bartlett TN 38134

Will be able to provide this in
Nov. or Dec. 2025

Insurance Coverage: Non-City of Bartlett Property

Insurance coverage. Special events held on Non-City of Bartlett Property; the recipients shall provide proof of liability insurance at time of application. The Certificate of Insurance shall name the City of Bartlett as Certificate Holder.

See Example Below

CERTIFICATE HOLDER

City of Bartlett
6400 Stage Road
Bartlett TN 38134

Conditions:

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

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

Special events permit application, content and submission requirements

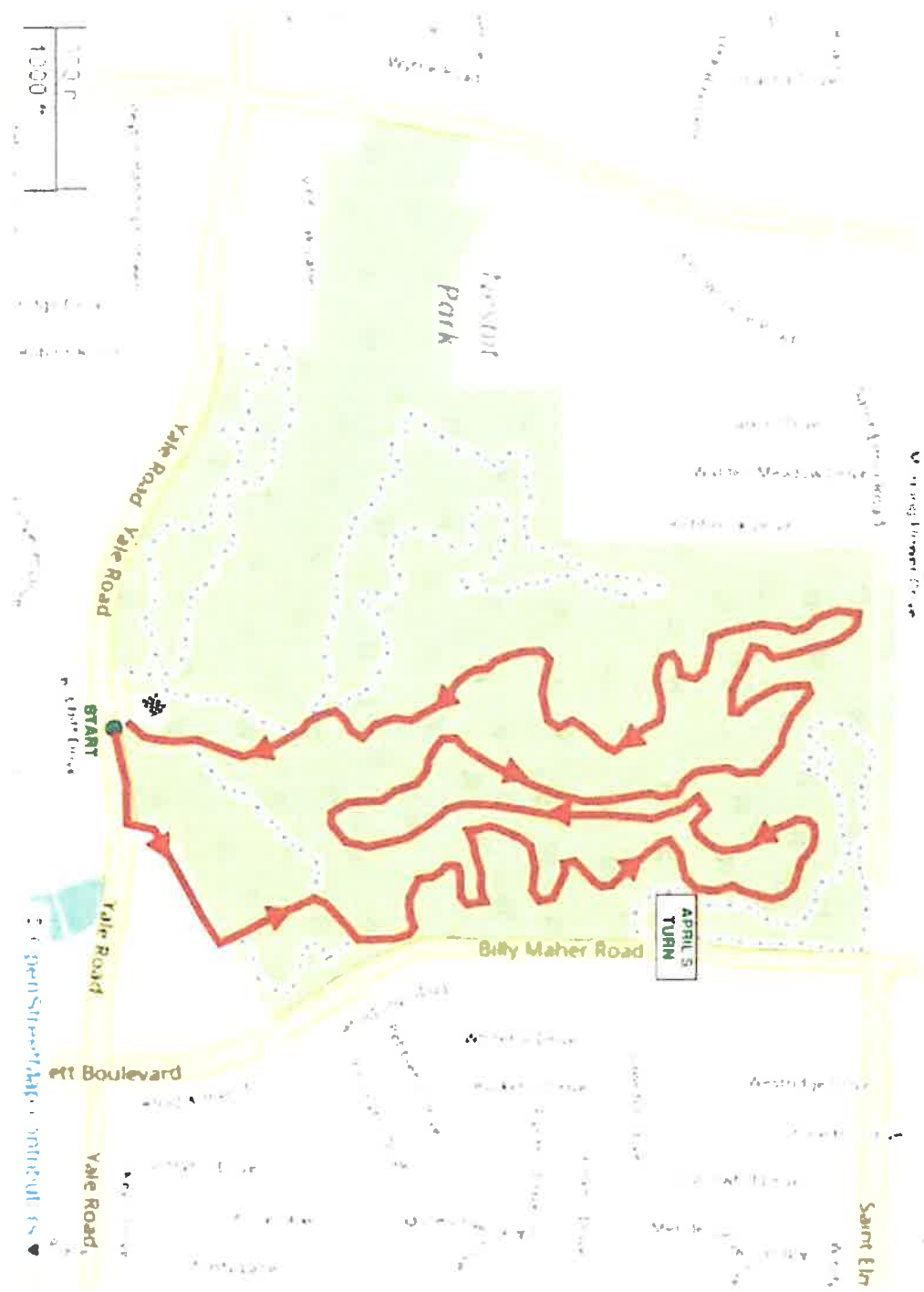
A complete application shall be submitted to the Permitting Official at least ten (10) days prior to the requested start date of any special event.

The application shall set forth and contain the following information:

	Submitted or ok	N/A		Comments
28	✓		Name and address of the applicant. <i>PC BOX 17981 Memphis Runners Memphis, TN 38187</i>	
29	✓		Names and address of the owner of the premises on which the proposed event is to be held. <i>Nesbit Park</i>	
30		✓	Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
31		✓	Description of the site on which the proposed event is to be held.	
32	✓		Date of the proposed event.	<i>2/2/26</i>
33		✓	A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
34		✓	A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
35	✓		Location and number of proposed temporary public toilets. <i>Nesbit Park Lot - 2 units</i>	
36		✓	Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
37		✓	Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

MRTC WINTER OFF-ROAD SERIES - 8+k course

Nesbit Park (aka Stanky Creek)



Path shown is a digital representation of the race course. Distances listed are an approximation of the actual distance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 9610 Lima Road, Suite 102 Fort Wayne IN 46818		CONTACT NAME: Tabitha Messersmith PHONE (A/C, No, Ext): (260) 338-2434 FAX (A/C, No): (765) 664-0761 E-MAIL ADDRESS: tmessersmith@insmgt.com	
INSURED Road Runners Club of America/2026 and Its Members Suite 202 Falls Church VA 22046		INSURER(S) AFFORDING COVERAGE INSURER A : Granite State Insurance Company INSURER B : National Union Fire Insurance Company of Pittsburgh, PA INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 23809 19445

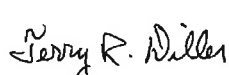
COVERAGES **CERTIFICATE NUMBER:** 2M AI Liability 2026 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis			AIL0003450335202	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AIL0003450335202	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Medical Professional Liability (\$250 Deductible/Claim)			AID0003450335802	12/31/2025	12/31/2026	Medical Expense \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
DATE OF EVENT(S): 02/08/26 Frank Horton Memorial Winter Off-Road Series 8k
INSURED RRCA CLUB/EVENT MEMBER: Memphis Runners Track Club, Attn: April Flanigan, PO Box 17981, Memphis, TN, 38187

CERTIFICATE HOLDER 02/08/26 City of Bartlett 6400 Stage Rd Bartlett TN 38134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



David Parsons, *Mayor*
Paul Wright, CPRE, *Parks Director*
Jimbo Draffin, *Assistant Parks Director*

PARKS AND RECREATION

August 25, 2025

City of Bartlett
Code Enforcement
6382 Stage Road
Bartlett, TN 38134

Memphis Runners Track Club has requested the use of Nesbit Park for their 2026 Winter Off Road Series 8K. The event will be held on Sunday, February 8, 2026, starting at 2:00 p.m.

Permission is hereby given by Bartlett Parks and Recreation Department pending approval by the Mayor and Board of Aldermen.

Sincerely,

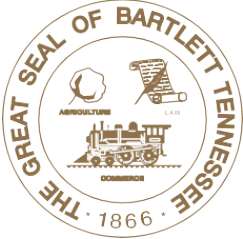
A handwritten signature in blue ink that reads "Paul Wright".

Paul Wright, CPRE | Director



cc: John Payne, Memphis Runners Track Club johncharlespayne@gmail.com
April Flanigan, Memphis Runners Track Club aflanigan@memphisrunners.com

Board of Mayor and Aldermen
January 13, 2026



Consent Summary:

Shan Criswell St. Valentine's Day 5k/10k Run to be held February 14, 2026, from 5:00 a.m. to 1:00 p.m. at Bartlett Baptist Church located at 3465 Kirby Whitten Parkway.

Formal Body:

Attachments:

Shan Criswell St. Valentine's Day Run



APPLICATION FOR SPECIAL EVENT
OFFICE OF
BARTLETT CODE ENFORCEMENT
6382 STAGE ROAD
BARTLETT TN 38134
901-385-6425

<u>3465 Kirby Whitten Parkway</u>	<u>38135</u>
Address	Zip Code
<u>February 14, 2026</u>	<u>5am - 1pm</u>
Dates of the Event	Hours of the Event
<u>Bartlett Parks & Recreation Fundraiser</u>	
Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)	
<u>Bartlett Baptist Church</u>	
Property Owner	
<u>Mallory Byrd, BPRD Event Specialist</u>	<u>5868 Stage Rd, 38134</u>
Special Event Permit Applicant	Address of Applicant
<u>901-385-5553</u>	
Phone Number	Fax Number

Check all items that apply: **For information call (901) 385-6425.**

- State of TN Business License, Shelby County Business License, Bartlett Business License (For Type 2 Events)
- Letter of Permission
- Insurance
- Tents (Fire Retardant letter included)
- Special Event Checklist
- Map
- Sign or Banner

<u>\$60.00</u>	Special Event Fee
<u>\$5.00</u>	Permit Issuing Fee
<u>\$7.00</u>	Software Fee
<u>\$</u>	2% Credit Card Fee
<u>\$</u>	Total Permit Fee

Mallory Byrd 12/17/2025

Responsible Person Signature and Printed Name **Date**

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

APPROVAL

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

Special Event Checklist

Event: Shan Criswell St. Valentines Day 5K/10K Run

Location: 3465 Kirby Whitten Pkwy

Dates: February 14, 2026

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

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

Auctions/estate sales. Auctions/estate sale for individual property that is not considered a special event and is conducted by duly licensed auctioneers.

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

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

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

Political campaigning. Campaigning for public office.

Performance standards:

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

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

	Sub- mitted ✓ or X	OK	N/A		Comments
12			✓	<p>Type 3 outdoor sales at a specific location may be permitted only as follows:</p> <ul style="list-style-type: none"> a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (10) days. c. The minimum time between consecutive outdoor sales periods for the same business on the same property shall be fourteen (14) days from the beginning of one period to the beginning of the next period. <p>Permitted durations are not cumulative in any time period, that is, the time periods in both "a" and "b" may not be added together.</p>	
13	✓			<p>Traffic circulation. The special event shall not cause undue traffic congestion or accident potential, given anticipated attendance and the design of adjacent streets, intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the special event unless specific approval is granted for the special event.</p>	
14	✓			<p>Street closings. The special event permit recipients shall be responsible for securing, installing and immediate removal upon cessation all barricades and signs when street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.</p>	

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

	Sub- mitted ✓ or X	OK	N/A		Comments
19		✓		<p><i>Area of parking lot dedicated to outdoor special events.</i></p> <p>a. No more than ten (10) percent of the parking stalls required for the structure associated with the parking lot in which the special event occurs shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that structure.</p> <p>b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used on private parking lots provided any damage resulting therefrom shall be fixed upon cessation of the event and removal of the devices.</p>	
20	✓			<p><i>City services.</i> If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services. The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.</p>	
21		✓		<p><i>Insurance coverage.</i> Special event permit recipients must show proof of liability insurance at time of application. If the special event will take place on public property, said certificate of insurance shall name the City as an additional insured party in an amount determined by the Chief Administrative Officer based on the nature of the special event.</p>	

Conditions

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

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

Special event permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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

Special event permit - authorization by Permitting Official

Type 1, 2 and 3 special events (as defined in part B) may be issued a special event permit by the Permitting Official on the form provided by the City when all of the following conditions have been satisfied and continue to be met throughout the special event:

	OK ✓ or X	N/A		Comments
39	✓		A complete application is made on the form provided by the City and a fee paid in accordance with City ordinances.	
40	✓		The application has been reviewed and approved in writing by the Code Enforcement, Fire, Police, and Public Works Departments for traffic control and other safety concerns.	
41	✓		An electrical plan, if required for the special event, is approved by the Director of Code Enforcement.	
42	✓		The Permitting Official determines the following: a. The special event will comply with the special event performance standards...;	
43	✓		b. The special event will not endanger the public health, safety, or general welfare given the nature of the activity, its location on the site, and its relationship to parking and access points;	
44	✓		c. The special event will not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter, or visual pollution;	
45	✓		d. The special event shall comply with all applicable state and federal health, safety, environmental and other applicable requirements.	

2026 Valentines Run

From Mallory Byrd <mbyrd@cityofbartlett.org>

Date Wed 12/17/2025 8:48 AM

To Mallory Byrd <mbyrd@cityofbartlett.org>

Mallory Byrd | Event Specialist
City of Bartlett | Parks & Recreation
5868 Stage Road • Bartlett, TN 38134
office (901) 385-5553 cell (901) 413-4440



From: Chris Cara <chriscara@bartlett baptist.org>

Sent: Friday, June 20, 2025 3:34 PM

To: Cassi Montoya <cmontoya@cityofbartlett.org>

Cc: Mallory Byrd <mbyrd@cityofbartlett.org>; Megan Williams <mwilliams@cityofbartlett.org>; BBC Calendar <bbcCalendar@bartlett baptist.org>

Subject: [External]RE: 2026 Valentines Run

WARNING

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

Thanks Cassi,
Megan, this year's 5k/10k went well.

Hello Mallory,

I am looking forward to working with you on this. We have nothing on the calendar currently, but the day is open. I am copying Allison in to add the date.

When it gets closer to the event we can meet but let's circumvent the issues from this year with the Insurance. I would imagine you have had this conversation but when you go to code for the permit, we are listed as additional insured on the event policy. This is handled by someone in the city on the city policy. This is our only requirement. We do not apply for it nor cover any costs, but we do need a copy for our files that show us listed. The kitchen will be open Friday (2/6/26) to bring in supplies and we have ice. The city guys have this down like clockwork. Trophies can be stored in the Worship Center storage room. We will have tables up front. Let me know if those will need tablecloths.

A couple of days before I would like to get all sponsor logos, event logo or advertisement graphic for the screens. I can build out a looping slideshow. These can be emailed as an attachment, not imbedded. .Pdf's are not good. .Jpg's or .Png's are preferred. Can run videos if needed. .MP4's less than 6gigs. Church receives nothing financially...there was a time we used to trade off one Sunday afternoon at

Singleton but that wore off.... Although, I would like a shirt please. 😊

For the church calendar, reply to us with packet pickup times for Friday night.

Have a great summer. The parade is not far away!!!

Allison Smith, please block out the flex for the day on Friday February 13th, 2026, and the WC 6a-1pm Saturday February 14th, 2026. Event start time is 9a for 10k and 9:10 for the 5k and ends about 11a. So(6-1 and event 9-11)
City Of Bartlett 5k/10K

Thanks!!!



CHRIS CARA

Facility Manager / Technical Director

BARTLETT BAPTIST CHURCH

Phone 901-333-3378 Web bartlett baptist.org

CERTIFICATE OF INSURANCE

PRODUCER DIRECT 562 FRANKLIN ROAD SUITE 200 FRANKLIN TN 37069	DATE: 12/10/2025 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.
--	--

INSURED BARTLETT, CITY OF 6400 STAGE RD BARTLETT TN 38134-1148	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER A PUBLIC ENTITY PARTNERS
	COMPANY LETTER B
	COMPANY LETTER C

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO	TYPE OF INSURANCE	Add'l Insd	POLICY #	POLICY PERIOD	LIMITS
A	GENERAL LIABILITY	X	PLI-0196-26	7/1/2025 - 7/1/2026	TORT
	<input checked="" type="checkbox"/> Commercial General Liability				PER PERSON/BODILY INJURY/PERSONAL INJURY \$300,000
	<input checked="" type="checkbox"/> Claims Made				PER OCCUR/BODILY INJURY/PERSONAL INJURY \$700,000
	<input checked="" type="checkbox"/> Personal Injury Liability				PER OCCURENCE/PROPERTY DAMAGE \$100,000
	<input checked="" type="checkbox"/> Claims Made				
	<input checked="" type="checkbox"/> Law Enforcement Liability				
	<input checked="" type="checkbox"/> Claims Made				
					NON TORT
					PER OCCURRENCE/EACH OTHER LOSS \$1,000,000
A	ERRORS or OMISSIONS LIAB		PLI-0196-26	7/1/2025 - 7/1/2026	PER OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> Claims Made				
	AUTOMOBILE LIABILITY				TORT
	<input type="checkbox"/> Owned Autos				PER PERSON/BODILY INJURY
	<input type="checkbox"/> Hired Autos				PER OCCURRENCE/BODILY INJURY
	<input type="checkbox"/> Non-owned Autos				PER OCCURENCE/PROPERTY DAMAGE
	<input type="checkbox"/> Physical Damage				
					NON TORT
					PER OCCURRENCE/EACH OTHER LOSS
	WORKERS COMPENSATION EMPLOYERS LIABILITY				WC STATUTORY COVERAGE
					EMPLOYERS LIAB-EACH ACCIDENT
					EMPLOYERS LIAB-DISEASE-POLICY LIMIT
					EMPLOYERS LIAB-DISEASE-EACH PERSON
	PROPERTY & CRIME				BUILDINGS/PERS PROPERTY
	PROPERTY-PART I				EDP EQUIPMENT
	Causes of Loss				MOBILE EQUIPMENT
	<input type="checkbox"/> Special				EQUIPMENT BREAKDOWN
	<input type="checkbox"/> Flood				AUTOMATIC COVERAGES
	<input type="checkbox"/> Earthquake				
	CRIME-PART II				EMPLOYEE DISHONESTY
	<input type="checkbox"/> Blanket Crime				FORGERY OR ALTERATION
					THEFT, DISAPPEARANCE OR DESTRUCTION
					COMPUTER FRAUD

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY, OPERATIONS, VEHICLES OR SPECIAL ITEMS.
 As respects use of premises February 14, 2026 for St. Valentine's 5K

AN ADDITIONAL INSURED IS EXTENDED COVERAGE BY THIS POLICY IF A CHECK IS SHOWN IN THE 'Add'l Insd' COLUMN. THE COVERAGE AFFORDED TO THE ADDITIONAL INSURED IS SOLELY LIMITED TO LIABILITY SPECIFICALLY RESULTING FROM THE CONDUCT OF A NAMED INSURED WHICH MAY BE IMPUTED TO THE ADDITIONAL INSURED. LIMITS PROVIDED TO AN ADDITIONAL INSURED WILL NOT EXCEED THOSE APPLICABLE TO THE NAMED INSURED. THIS POLICY DOES NOT OPERATE TO PROVIDE COVERAGE OR INDEMNIFICATION OF LIABILITY ARISING FROM ACTS OR OMISSIONS OF THE ADDITIONAL INSURED OR FROM ANY OTHER THIRD PARTY. ALL COVERAGE AFFORDED TO AN ADDITIONAL INSURED IS SUBJECT TO THE CONDITIONS, TERMS AND EXCLUSIONS CONTAINED IN THE POLICY.

CERTIFICATE HOLDER	CANCELLATION
ADDITIONAL INSURED Bartlett Baptist Church 3465 Kirby Whitten Rd Bartlett, TN 38135	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE



Memphis Runners Track Club
2026 Services Contract



Memphis Runners Track Club

P. O. Box 17981
Memphis, Tennessee 38187-0981



Service Contract to Perform Services to **City of Bartlett**

Memphis Runners Track Club
P. O. Box 17981
Memphis, Tennessee 38187-0981
www.memphisrunners.com

Date:
02/14/2026

Services Performed By:
Memphis Runners Track Club
P. O. Box 17981
Memphis, Tennessee 38187-0981

Services Performed For:
City of Bartlett
5868 Stage Rd
Bartlett, TN 38134

Thank you for contacting Memphis Runners Track Club, Inc. to assist with your event. This Service Contract Agreement is between **City of Bartlett** ("Client") and Memphis Runners Track Club ("MRTC") and contains information needed to secure MRTC services for your event. Services shall commence on **02/14/2026** and shall continue through **02/14/2026**.

This document outlines the full rights and responsibilities of MRTC relative to its agreement to provide services for race timing, finish line administration, and/or other running related services as set out in the Service Contract including the Menu of Services and Appendixes. No modifications of this Service Contract will be made unless made in writing by an authorized MRTC Officer or Board of Director and as provided for herein.

MRTC CONTACT INFORMATION

NAME	TITLE	EMAIL	PHONE
Allison Andrassy	President	allison.mrtc@gmail.com	901.409.6620 m
Rob Hunter	Director of Course Measurement	robhunter33@comcast.net	901.246.1565 m
April Flanigan	Executive Director	aflanigan@memphisrunners.com	901.291.9423 m
Wain Rubenstein	Director of New Races	wrubenstei@aol.com	901.278.1792 m
John Payne	Secretary & Lead Timer	johncharlespayne@gmail.com	901.494.8266 m

RACE DIRECTOR CHECKLIST

STEPS TO A SUCCESSFUL EVENT		RACE DESCRIPTION / SERVICES
Step 1	Race Date	Secure a race date
Step 2	New Race Orientation	Plan your event with MRTC Director of New Races (if applicable)
Step 3	Service Contract	Review Menu of Services and Complete Service Contract
Step 4	Insurance	Obtain insurance for your event
Step 5	Event Permits	Secure event permits including street/course permits
Step 6	Race Calendar	Submit race date and time to online race calendars
Step 7	Race Registration, Discount, Waiver, & Results	Obtain instructions for registration, discount, safety waiver, & results
Step 8	Race Awards	Provide race awards to male and female finishers/age categories
Step 9	Race Volunteers	Secure race day volunteers
Step 10	Online Registration	Provide online race day registration

MENU OF SERVICES

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	FINISH LINE ADMINISTRATION-ELECTRONIC TIMING	\$1,000.00 plus cost of bibs/timing rings	Base Rate
	<i>Race Day bibs plus timing rings will be \$2.00 per runner in addition to the base rate. If MRTC bibs are not needed, the cost will be \$1.50 per timing ring which we will affix to the back of the provided bibs.</i>		
	<ul style="list-style-type: none"> Promotional assistance with event via social media posts and emails to membership 		

<ul style="list-style-type: none"> • Additional fee is charged for races outside of Shelby County • Complete and Sign Appendix D 	\$50.00	
ADDITIONAL SERVICES		
Available with Finish Line Administration only; additional charges apply as noted		
MRTC Membership Spreadsheet - Date Needed: _____ Contact MRTC if interested in only purchasing spreadsheet of current members	\$75.00	
<ul style="list-style-type: none"> • Coning Course up to 5K distance (for longer courses, contact MRTC for quote) 	\$300.00	
COURSE MEASUREMENT & CERTIFICATION		
If needed - See Page 5 for details		
<ul style="list-style-type: none"> • Courses up to 10K - USA Track & Field (USATF) - Road Running Technical Council (RRTC) plus applicable USATF Certification Fee(s) (approx. \$30) (for courses longer than 10K, contact MRTC to request a quote) 	\$50.00 per Kilometer \$250 min charge \$ _____	
<ul style="list-style-type: none"> • CONING UP TO 5K COURSE DISTANCE - DAY OF EVENT 	\$300.00	
For courses longer than 5K, contact MRTC to request a quote		
Meet with an MRTC Officer or Board of Director to define services needed		
<ul style="list-style-type: none"> • Complete and sign Appendix E • Services Requested Total 	\$	\$
Non-Refundable Deposit Required	\$250.00	
TOTAL DUE		\$

STEP 1 - RACE DATE

Scheduling Policy / Scheduling for New Races

MRTC routinely receives more requests for races than we can accommodate due to limited calendar dates, availability of volunteers, and the general competition for race participants. MRTC exists to promote running at all levels and to help maximize the quality and availability of running and racing experiences in the Memphis area. Therefore, Race Directors (those persons seeking MRTC services on behalf of a Race) must contact the Event Scheduler (aflanigan@memphisrunners.com) early to obtain an open race date. If available, new races (those races that have not previously used MRTC services), will be given a tentative race date. This race and date must be approved, by a majority vote, by the MRTC Board of Directors (MRTC Board). The MRTC Board will not accept a Services Contract without approval. The Event Scheduler will notify the Race Director of the decision soon after the MRTC Board has met, usually within one month.

If approved, the race date will be tentatively set contingent upon the receipt of a signed Services Contract and sufficient deposit (see Menu of Services for deposit requirements) within the next 18 calendar days. Once these items are received, the Event Scheduler will notify the Race Director, mark the race as confirmed, and the race details will be included on the official online calendar. MRTC will not list a new race on the published calendar, or provide an online link from the MRTC calendar or website until an executed Services Contract and deposit have been received. The race date will become available for other races if the deposit and Services Contract are not received as described above. Organizations that expect a lengthy check producing/payment process (government agencies, large corporations, etc.) may request additional time and the Board will consider these requests on a case-by-case basis. In these situations, the signed contract must be submitted in a timely fashion and the deposit to follow as instructed by the MRTC Board.

Scheduling for the Next Year

As a courtesy to our established/long term race events, upon request the Event Scheduler will schedule your race for the same period each year (for example: 3rd Saturday of October) prior to offering such date to another race. To enjoy this courtesy, a race must display a consistent race record for 5 years. Once this five-year point has been reached, and the MRTC Board feels that a business relationship exists, the scheduling courtesy will be extended. To take advantage of this courtesy and due to the high number of requests for race dates, MRTC requires that the Race Director contact the Event Scheduler no less than 8 months prior to the event to verify the date, time, and location and an executed Services Contract and deposit must be received within 18 calendar days of that verification. Failure to contact the Event Scheduler, provide an executed Services Contract, and deposit as stated might result in the race date being given to another event. A request based on this 5-year history may still be subject to MRTC Board Approval or Rejection if changes to the race are requested, including but not limited to a date, time, distance, or location change. The MRTC Board may reject providing future services if it determines it cannot secure adequate volunteer services for the event, or due to concerns for the health and safety of MRTC volunteers and timing crew.

Race Directors whose races do not fall into this scheduling courtesy category, races not scheduled through MRTC for five consecutive years, must secure the next calendar year race date within 60 days following the present calendar year race date by sending in a signed MRTC contract and deposit. If these items are not received by MRTC by the end of the 60-day period, we will open the race date for other events to book.

If MRTC receives a request for services from an organization, which has not paid in full for past services MRTC has provided, the organization must submit the arrearage in total in addition to any late charges with the current year deposit and signed Services Contract. As an alternative, the Race Director may appear before the MRTC Board and plead their case for a negotiated agreement for additional MRTC services. The Race Director should be prepared to explain the reason for the delinquency and provide a schedule/timetable for payment of their debt and any new charges. The decision of the MRTC Board to accept or deny the requested terms (and whether to provide additional MRTC services) will be final.

MRTC reserves the right to reject any Services Contract for any reason, and reserves the right to cancel its services under a signed contract, at any time, for the health and safety of its volunteers. MRTC is not obligated to perform under the terms of this contract should it deem conditions unsafe and all such determinations of what constitutes unsafe conditions are expressly reserved by the MRTC Board. The signed Services Contract is not considered accepted, and MRTC has no obligation to complete performance under the contract, until Event Scheduler notifies Race Director of the acceptance of the signed Services Contract and required deposit in writing and all steps as outlined have been completed.

Chip Races and Other MRTC Services

For some chip/electronically timed races, MRTC contracts to provide support in a secondary role where the event has contracted with another company or organization as the primary timing/finish line services provider. MRTC services may include equipment, volunteers, course set-up, etc. as needed. MRTC fees are separate and in addition to any fees charged by these other services providers. For these MRTC services, the Race Director or other person or entity that is responsible for payment under the contract, must complete and sign Appendix D at the end of this document and fulfill the requirements set out in the section regarding scheduling a new race. Contact MRTC regarding these services and for a price quote.

In some cases, MRTC may agree to provide services other than race day event timing, such as course measurement, equipment rental, etc. For these services, complete and sign Appendix 'E' at the end of this document. If the charges

for these services are not specifically outlined in the Menu of Services on page 2, the MRTC Board or its designated representative will negotiate those charges. Payment in full must accompany the signed contract, unless the MRTC Board has previously approved other arrangements.

Any support services, course measurement services, and other menu items are subject to availability and to the above scheduling provisions, including but not limited to vote of the MRTC Board, and rejection and/or cancellation of services.

STEP 2 - NEW RACE ORIENTATION

New events (signing Appendix C) must obtain initiation instructions from the MRTC Director of New Races (see page 1). In this orientation, you will receive one-on-one guidance from MRTC and assistance with questions you may have and advice regarding steps your organization can take to plan and conduct a race event.

STEP 3 - SERVICE CONTRACT

A completed and signed Services Contract (Menu of Services and Appendix C or D), along with a \$250.00 non-refundable deposit must be in the possession of the MRTC before we can confirm scheduling of services for your racing event (see Part 1 above).

Finish Line Administration

This is the most commonly requested package of MRTC services (see Appendix C) and includes basic Administration of the following: Finish chutes, race clocks, timing equipment, equipment operators and results tabulation, mile mark signs, the promotion of your race on MRTC social media and emails to the MRTC membership, and inclusion on the online calendar. See event contract form for MRTC fees.

Chip/Electronically Timed Races

MRTC utilizes chip timing to accurately and electronically time your race. Chip timing electronically handles the task of processing results when the race has ended, which provides ease of registration, accurate timing, and quick access to race results. Runners/participants wear a small chip that uniquely identifies them and records their time as they cross-designated timing mats throughout the course. The chip is typically worn on the shoelace or bib tags. Shoe tags and bib tags must be ordered four months prior to your event date.

MRTC Course Measurement/USATF Certification

To accept a race for any MRTC services, and in keeping with the high standards of MRTC, the proposed race course must be reasonably accurate in measurement according to the standards adopted by the Memphis Runners Track Club. MRTC can measure your course for a fee. If any changes to the course are made, part, or all, of the course must be re-measured. MRTC can also measure and obtain USATF certification of your course, which means it is certified as accurate in measurement according to the standards and measurement procedures adopted by the USA Track and Field Road Running Technical Council (www.rtc.net/book/). USATF requires that the course be re-certified after 10 years. See event contract form for course measurement and USATF certification charges.

MRTC Membership

The Memphis Runners Track Club will allow races to purchase a spreadsheet of the current MRTC membership. This is for addresses only and not email information of our members. See Menu of Services for fee. Indicate the date needed for spreadsheet and provide at least 2 weeks' notice before you need it.

STEP 4 - INSURANCE

The Race Director is responsible for obtaining adequate general liability insurance coverage and MRTC requires that it be named as an additional insured under this policy. A copy of the Certificate of Insurance showing MRTC as an additional insured must be provided to Event Scheduler **30 days prior to race day**. MRTC reserves the right to cancel performance under the contract for services should the Race Director fail to provide adequate proof of insurance. The race may be asked by a municipality, owner of a race site, or other interested party to produce a certificate of insurance and may ask to be named as a loss payee or additional insured on the policy. The Race Director is responsible for determining whose interest is to be protected and, on behalf of the race, you further agree to hold Memphis Runners Track Club, Inc. harmless from any and all liability. MRTC does not endorse any particular insurance agency. The insurer, which you choose, may ask for certain information to process the issuance of the certificate, such as:

1. Name of insured
2. Physical address of insured
3. Contact person at entity
4. Phone and fax number if available
5. Email of contact person

STEP 5 - EVENT PERMITS

It is the responsibility of the Race Director to secure a race location. The Race Director must also secure any street and/or event permits that may be a requirement for the race. The following are a few contacts for the Memphis Area. Most expect event notice at least six (6) months in advance.

CONTACTS	
City of Bartlett 901-385-5540 Permit & Traffic Control Chief Inspector Chris Golden, cgolden@bartlettspolice.org , 901-385-5560 Special Event Contact Laura Jenkins, 385-6425, ljenkins@cityofbartlett.org	Shelby County (www.shelbycountyttn.gov) Traffic Control 901-867-1440 Permit Office 901-636-6711 fax 901-323-9913
City of Lakeland 901.867.2717 Permit & Traffic Control Pat O'Mara, Parks & Recreation Director (Lakeland City Hall) pomara @lakelandtn.org	Shelby Farms 901-767-7275 Kate Phillips kphillips@shelbyfarmspark.org

City of Memphis Special Events Office 901-636-4685 J.J. Smith joe.smith@memphistn.gov	City of Memphis Permit Office 901-636-6711 Joy Touliatos or Tara Stevenson
City of Memphis Division of Park Services 901-576-4251	Overton Park Conservancy Tina Sullivan 1914 Poplar Avenue, Suite 202 Memphis, TN 39104 901-214-5450 tsullivan@overtonpark.org

STEP 6 - RACE CALENDAR

The Event Scheduler will ensure that race information listed on the MRTC official race calendar which is found at www.memphisrunners.com. Contact information for Raceroster.com and Bluff City Sports, and other online race calendars are below. Race Director is responsible for timely providing race advertisement information to MRTC.

Race Calendars and Community Outreach

MRTC recommends promoting your event. The following are some resources that have race calendars or other ways that can help you promote your race.

- Raceroster.com
- Runsignup.com
- Bluff City Sports
901-274-2202 or 888-689-2244
info@bluffcitysports.com
- Road Runners Club of America (RRCA) www.rrca.org
- USA Track & Field Online www.usatf.org
- Runner's World Magazine Online www.runnersworld.com
- Cool Running Race Promotion www.coolrunning.com
- Commercial Appeal
- Running Journal
- Health & Fitness (www.memphishealthandfitness.com)
- Group Run Coordinators at www.memphisrunners.com/group-runs - Contact local running groups and ask if they will mention your race in their membership email updates

STEP 7 - RACE REGISTRATION, DISCOUNT, WAIVER, AND RESULTS

All events contracting with MRTC (and completing Appendix 'C') are obligated to provide a race application pre-registration discount of at least \$2.00 for MRTC Members.

Waiver Information

By contracting (and completing Appendix 'C' or 'D') with the Memphis Runners Track Club (MRTC) your race will enjoy certain privileges. One is that the race will become a Road Runners Club of America (RRCA) event and because of this we must adhere to RRCA published guidelines.

The RRCA strongly discourages the use of headphones, radio headsets, bicycles, roller blades, skates, skateboards and baby joggers or strollers in a race. It is not our intent to censure the few who might wish to participate with his/her child in a wheeled vehicle. It is not our intent to furnish the safest possible racecourse. This being the case, we advise you to use a race application waiver approved by the RRCA (an example of which can be found below). Note that it states that these items are not allowed in this race. You as Race Director can then use this signed waiver on race day to enforce this policy. As Race Director, it is your responsibility to enforce.

Sample Waiver

I know that running a road race is a potentially hazardous activity. I should not enter and run unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the run. I assume all risks associated with running in this event including but not limited to falls, contact with other participants, the effects of the weather, including high heat and/or humidity, the conditions of the road and traffic on the course, all such risks being known and appreciated by me. Having read this waiver and knowing these facts, and in consideration of your acceptance of my entry, I, for myself and anyone entitled to act on my behalf, waive and release the MRTC, Road Runners Club of America, all sponsors, volunteers and their representatives and successors from all claims or liabilities of any kind arising out of my participation in this event even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. I grant my permission to all of the foregoing to use photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose. I also understand that my entry fee is nonrefundable. A parent must sign if entrant is under 18 years of age. This is to certify that my child has permission to compete in this event, is in good physical condition and the event officials may authorize necessary emergency medical treatment. I understand that this event is RRCA sanctioned and that bicycles, skateboards, baby joggers or strollers, roller-skates or blades, animals and headsets are not allowed in the race, and I will abide by this guideline.

This is a sample waiver only. MRTC does not provide legal advice or make any affirmative statements regarding the enforceability of any waiver. Race Director is advised to discuss any concerns regarding liability and legal rights and responsibilities with legal counsel. You are encouraged to have the logo of both the MRTC and RRCA on your race application. Downloadable files of these logos will be made available to you upon request.

There are documented medical concerns that children under the age of 13 should not participate in races greater than 10K distances; under age 16 for a Marathon. Please keep this in mind when designing age requirements and subsequent race award categories.

MRTC does not provide emergency medical services for any race. It is strongly recommended that the Race Director have on-site medical personnel or emergency services available at the event. Local emergency medical services and transportation provider EMHC is an MRTC sponsor and may offer competitive rates for races contracted with MRTC. However, it is up to the Race Director to contact emergency medical services providers and decide which service provider is best suited to your event needs. Race Director should also notify nearby emergency services, such as fire stations or police precincts, that your event is happening. By contracting with MRTC, you acknowledge the recommendation you retain emergency medical services for your race and further agree to indemnify and hold harmless MRTC for any and all claims for liability as a result of your decision not to provide on-site emergency medical services, or for any claims against you and/or your event that may arise from treatment, or failure to provide treatment, by your selected emergency medical services provider, including all legal costs and expenses, including attorney fees, incurred by MRTC as a result of such claims.

Race Director and event organizers are responsible for all aspects of course safety, including but not limited to adequate hydration/water, aid supplies, finish line food and drink, and directional leadership/course monitors.

STEP 8 - RACE AWARDS

It is the suggestion of the MRTC that race awards be provided for male and female finishers in the following categories:

- Overall – at least 1 deep
- Masters (40+) – at least 1 deep
- Grand Masters (50+) – at least 1 deep
- ** Senior Masters (60+) – at least 1 deep
- Age Group - 3 deep in: 0-9, *10-14, 15-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-69, 70+

*Consider additional age groups in this area when a large number of younger runners are anticipated due to the wide range of physical development/ability at these ages.

**Senior Masters category (60+) is suggested if you anticipate a large (over 300) turnout due to the increasing numbers of runners over 60 competing in events.

Race Director is responsible for notifying MRTC of the award categories for the event not less than 30 days prior to the date of your race. MRTC will make every effort to provide full race results linked on the MRTC website following the race. However, due to limitations, which include but are not limited to a lack of volunteer time, or a large number of race finishers, MRTC does not guarantee that full race results will be made available for publication. MRTC will provide a listing of the Overall and Age Group award recipients as outlined by the Race Director.

MRTC requires that on the day of your race, Race Director provide the entire registration list, including but not limited to, first name, last name, gender, and age of each participant. It is preferred this information be in an electronic, downloadable format and may require access to the online registration database from your registration service provider. If you have questions regarding this requirement, please contact Event Scheduler. Failure to provide this information as requested may result in MRTC providing only award winner results, and not full race results.

STEP 9 - RACE VOLUNTEERS

It is the responsibility of the Event Coordinator to provide race day volunteers to ensure the best chance at a successful race. Volunteers are strongly suggested for these areas: Water Stations (at least 4-5/station), Course Mile Markers (1/course marker), Course Monitor and Traffic Control (at least 1 per turn & intersection). For races signing Appendix C MRTC will staff the finish line timing and results tabulation activities.

Race shirts/Volunteer Shirts

T-shirts commemorating a race may be an option in some parts of the country; however, MRTC has found that runners in this geographic area do expect to receive a participant's t-shirt. There are many price levels for shirts with options such as long sleeve, short sleeve, singlet, 100% cotton, cotton blend, tech shirt, bright colors vs. standard white, etc. Many race directors use the shirt as a method of distinguishing their race from others and clearly this year's shirt is your first step toward marketing/growing your race for next year. The shirt advertises your event each time it is worn by a participating runner or by a volunteer. MRTC recognizes that the question of what type of shirt and how many to order

has a direct bearing on the base cost of putting on your event. The responsibility for finding the right answers to this question falls on the Race Director.

Information and suggestions regarding race shirts will be discussed by the Director of New Races at your initial meeting. MRTC recommends that you provide shirts to both your volunteer staff and to the MRTC volunteer crew. These races would not happen without volunteers and, as stated above, the shirt is good advertising all year long for your next race. If you do not have enough shirts for the MRTC volunteers on race day, just tell us. It is unnecessary at that point to incur the additional expense of ordering additional shirts unless you want to do it for the 'promotional value'. We feel that ordering additional shirts for any paying runners (who were left out) is a very important business decision. Runners always come first!

STEP 10 - ONLINE REGISTRATION

A completed and signed Services Contract (Menu of Services and Appendix C or D), along with a \$250 non-refundable deposit must be in the possession of the MRTC before we can confirm scheduling of services for your racing event (see Part 1 above).

MRTC requires that all races use one of the following registration platforms: Runsignup.com or Raceroster.com. As MRTC requires access to your races entire registration list in an electronic, downloadable format, online registration sites from either of these platforms will allow us to gather that data for the purposes of timing and results. Both Runsignup.com and Raceroster.com provide a free informational webpage for your event. It is up to the Race Director to select a service provider and set up online registration, as MRTC does not provide such a service. Any race registration platform that is outside the two that are required must be pre-approved by the Lead Timer of MRTC.

Right to Delay or Cancellation

MRTC reserves the right to delay or cancel a race for the following reasons: (races using Appendix C only) due to inclement weather, typically lightning or icy footing conditions, where the health and safety of our volunteers is a concern, due to the inability to obtain the necessary number of volunteers to provide quality services, or for any other reason, whether foreseen or unforeseen, as determined by the MRTC Board of Directors. The Race Director may request consideration of a refund of the non-refundable deposit and such request will be considered by, and subject to, vote of the MRTC Board of Directors.

MRTC Inclement Weather Policy

MRTC contracts to provide finish-line services at local races. When there is inclement weather, the Race Director has the option to postpone or cancel the race and is responsible for notifying MRTC and participants. If a cancellation occurs, rescheduling is unlikely because of the number of races already on the MRTC calendar and the non-refundable deposit will not be returned. MRTC retains the right to cancel its services, at any time, whether or not the race has already begun, or postpone a race start, should it determine weather conditions are not safe for its staff and/or volunteers and if the Race Director has not already done so.

Entire Agreement, Severability, and Governing Law

The Services Contract represents the entire agreement and complete understanding of the Parties with no representations or promises other than those contained herein. This Services Contract may not be amended, modified, or any right and/or responsibility of any Party otherwise altered or changed, unless made in writing by an authorized MRTC Officer or Board of Directors Member and as provided for herein. In the event that any section or other provision of this Services Contract shall violate any applicable statute, ordinance or rule

of law in any jurisdiction which governs this Services Contract, such provisions shall be ineffective to the extent of such violation without invalidating any other provision of this contract. The validity, interpretation, and performance of this Services Contract shall be controlled by and construed under the laws of the State of Tennessee. The Parties intend to and hereby confer jurisdiction to enforce this Agreement upon the courts of Shelby County, Tennessee and MRTC shall be entitled to recover its attorney's fees, court costs, and legal expenses incurred in seeking to enforce this Services Contract.

Hold Harmless and Attorney Fees

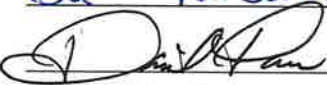

Race Director and Event agree to hold harmless MRTC, including but not limited to its past, present and future officers, directors, attorneys, agents, volunteers, representatives, employees, affiliates, and successors in interest, from any and all liability, claims, demands, actions, and suits, which might arise as a result of and/or in the performance of this Services Contract. MRTC shall be entitled to recover its attorney's fees, suit expenses, and costs from Race Director and/or Event for any and all claims, suits, legal actions, or demands made against them.

APPENDIX D

Support Services for Electronically Timed Races

AGREEMENT

I, as an authorized representative of this organization agree to contract with Memphis Runners Track Club for services provided in support of the event described below and as set out in the Menu of Services attached hereto and incorporated herein by reference. I further understand that while MRTC has provided some guidance, neither MRTC nor its members are responsible in any way for the outcome or success of my event. I understand that MRTC will support the activities of the primary timing contractor as described in the attached description of specific services for the Base Cost of \$1,000 and Timed Finishers over 800, \$1.00 each (such amount TBD following event) that is a part of this contract. Payment of said fee is to be rendered to MRTC no later than 30 days after the race date. I further understand that this agreement is subject to the terms and conditions, rights and responsibilities, as outlined in the Services Contract and Race Director Information portion of this document, incorporated herein by reference.

Organization:	<u>City of Bartlett</u>	Organization:	<u>Memphis Runners Track Club</u>
Representative:	<u>David Parsons</u>	Representative:	<u>April Flanigan, Exec. Director</u>
Signature:	<u></u>	Signature:	<u></u>
Date:	<u>12/9/25</u>	Date:	<u>12/8/2025</u>

EVENT INFORMATION

Race Name:	<u>The Shan Criswell St. Valentine's Day 5K/10K Run</u>		
Race Location:	<u>Bartlett Baptist Church, 3465 Kirby Whitten Pkwy, Bartlett TN 38135</u>		
Race Date:	<u>Saturday, February 14, 2026</u>	Race Time:	<u>9:00 AM</u>
Race Website:	<u></u>		

CONTACT INFORMATION

Contact Person:	<u>Mallory Byrd</u>				
Address:	<u>5868 Stage Rd</u>				
City:	<u>Bartlett</u>	State:	<u>TN</u>	Zip:	<u>38134</u>
Day Phone:	<u>901-385-5553</u>	Mobile:	<u>901-413-4440</u>	Fax:	
Email:	<u>mbyrd@cityofbartlett.org</u>				

CERTIFICATE OF INSURANCE

PRODUCER

DATE: 12/4/2025

DIRECT

562 FRANKLIN ROAD SUITE 200
FRANKLIN TN 37069

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

INSURED

BARTLETT, CITY OF

6400 STAGE RD
BARTLETT TN 38134-1148

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** PUBLIC ENTITY PARTNERS

COMPANY LETTER **B**

COMPANY LETTER **C**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO	TYPE OF INSURANCE	Add'l Insd	POLICY #	POLICY PERIOD	LIMITS
A	GENERAL LIABILITY	X	PLI-0196-26	7/1/2025 - 7/1/2026	
	<input checked="" type="checkbox"/> Commercial General Liability				TORT
	<input checked="" type="checkbox"/> Claims Made				PER PERSON/BODILY INJURY/PERSONAL INJURY
	<input checked="" type="checkbox"/> Personal Injury Liability				\$300,000
	<input checked="" type="checkbox"/> Claims Made				PER OCCUR/BODILY INJURY/PERSONAL INJURY
	<input checked="" type="checkbox"/> Law Enforcement Liability				\$700,000
	<input checked="" type="checkbox"/> Claims Made				PER OCCURENCE/PROPERTY DAMAGE
					\$100,000
					NON TORT
					PER OCCURENCE/EACH OTHER LOSS
					\$1,000,000
A	ERRORS or OMISSIONS LIAB		PLI-0196-26	7/1/2025 - 7/1/2026	
	<input checked="" type="checkbox"/> Claims Made				PER OCCURENCE
					\$1,000,000
	AUTOMOBILE LIABILITY				TORT
	<input type="checkbox"/> Owned Autos				PER PERSON/BODILY INJURY
	<input type="checkbox"/> Hired Autos				PER OCCURENCE/BODILY INJURY
	<input type="checkbox"/> Non-owned Autos				PER OCCURENCE/PROPERTY DAMAGE
	<input type="checkbox"/> Physical Damage				
					NON TORT
					PER OCCURENCE/EACH OTHER LOSS
	WORKERS COMPENSATION				WC STATUTORY COVERAGE
	EMPLOYERS LIABILITY				EMPLOYERS LIAB-EACH ACCIDENT
					EMPLOYERS LIAB-DISEASE-POLICY LIMIT
					EMPLOYERS LIAB-DISEASE-EACH PERSON
					BUILDINGS/PERS PROPERTY
					EDP EQUIPMENT
					MOBILE EQUIPMENT
					EQUIPMENT BREAKDOWN
					AUTOMATIC COVERAGES
					EMPLOYEE DISHONESTY
					FORGERY OR ALTERATION
					THEFT, DISAPPEARANCE OR DESTRUCTION
					COMPUTER FRAUD

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY, OPERATIONS, VEHICLES OR SPECIAL ITEMS

The Memphis Runners Track Club is an additional insured as respects the City of Bartlett acting as "Race Director" on February 14, 2026.

AN ADDITIONAL INSURED IS EXTENDED COVERAGE BY THIS POLICY IF A CHECK IS SHOWN IN THE "Add'l ins" COLUMN. THE COVERAGE AFFORDED TO THE ADDITIONAL INSURED IS SOLELY LIMITED TO LIABILITY SPECIFICALLY RESULTING FROM THE CONDUCT OF A NAMED INSURED WHICH MAY BE IMPUTED TO THE ADDITIONAL INSURED. LIMITS PROVIDED TO AN ADDITIONAL INSURED WILL NOT EXCEED THOSE APPLICABLE TO THE NAMED INSURED. THIS POLICY DOES NOT OPERATE TO PROVIDE COVERAGE OR INDEMNIFICATION OF LIABILITY ARISING FROM ACTS OR OMISSIONS OF THE ADDITIONAL INSURED OR FROM ANY OTHER THIRD PARTY. ALL COVERAGE AFFORDED TO AN ADDITIONAL INSURED IS SUBJECT TO THE CONDITIONS, TERMS AND EXCLUSIONS CONTAINED IN THE POLICY.

CERTIFICATE HOLDER

ADDITIONAL INSURED

Memphis Runners Track Club
P O Box 17981
Memphis, TN 38187-0981

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Halina S. Yalbitk



Public Entity Partners - 562 Franklin Rd, Franklin, TN .37069 - 615-371-0049

Ed. 7/1/2013

Memo



To: Inspector Thompson & Lt. Mack
From: Mallory Byrd
CC: Jimbo Draffin
Date: December 17, 2025
Re: Shan Criswell St. Valentine's Day 5k/10k Run

Good morning,

I am sending this letter to request traffic control support again this year for our upcoming "Shan Criswell St. Valentine's 5K/10K Run" which will be held at 9:00am on Saturday, February 14, 2026, at Bartlett Baptist Church. I have attached course maps of both the 5K and 10K routes. The areas where we will need assistance with traffic control include the following intersections:

5K Route

- Yale and Kirby Whitten – need a unit dedicated to this intersection
- Yale and Crossing Cove – this unit can move to the 10K once the 5K is clear
- Deermont and Altruria
- Yale and Altruria – 2 units

10K Route

- Memphis Arlington and Kirby Whitten – need 1-2 units dedicated to this intersection
- Daybreak and Altruria
- Altruria and Egypt-Central – the Officer on the 5K at Yale & Crossing Cove can move to this intersection; the 5K starts about 10-minutes prior to the 10K to provide ample time for them to clear out.

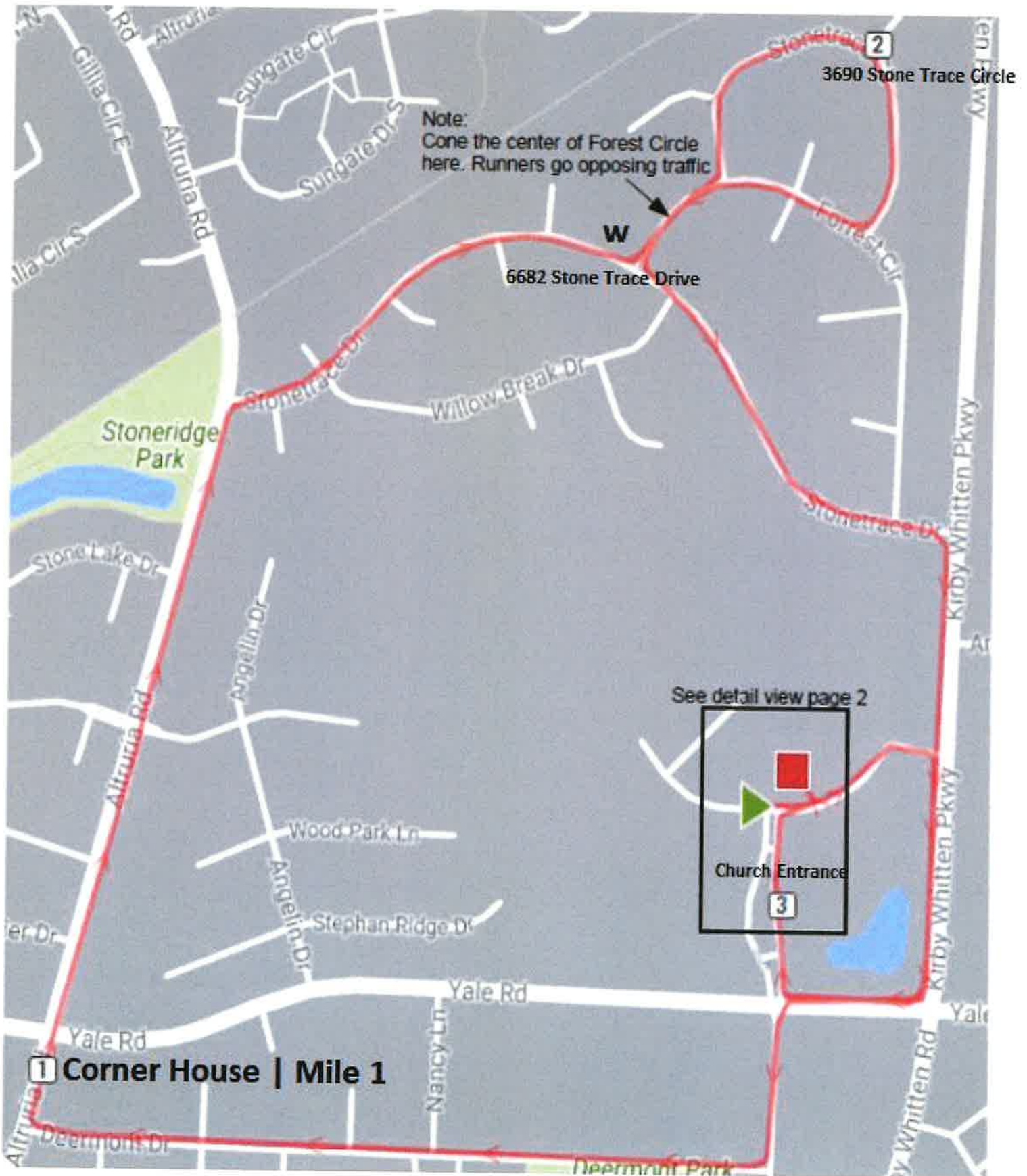
Please let me know if you have any questions about our needs for the event and I will be happy to answer them. I appreciate your assistance in making this event happen and helping keep the flow of traffic safe for the runners.

Respectfully,

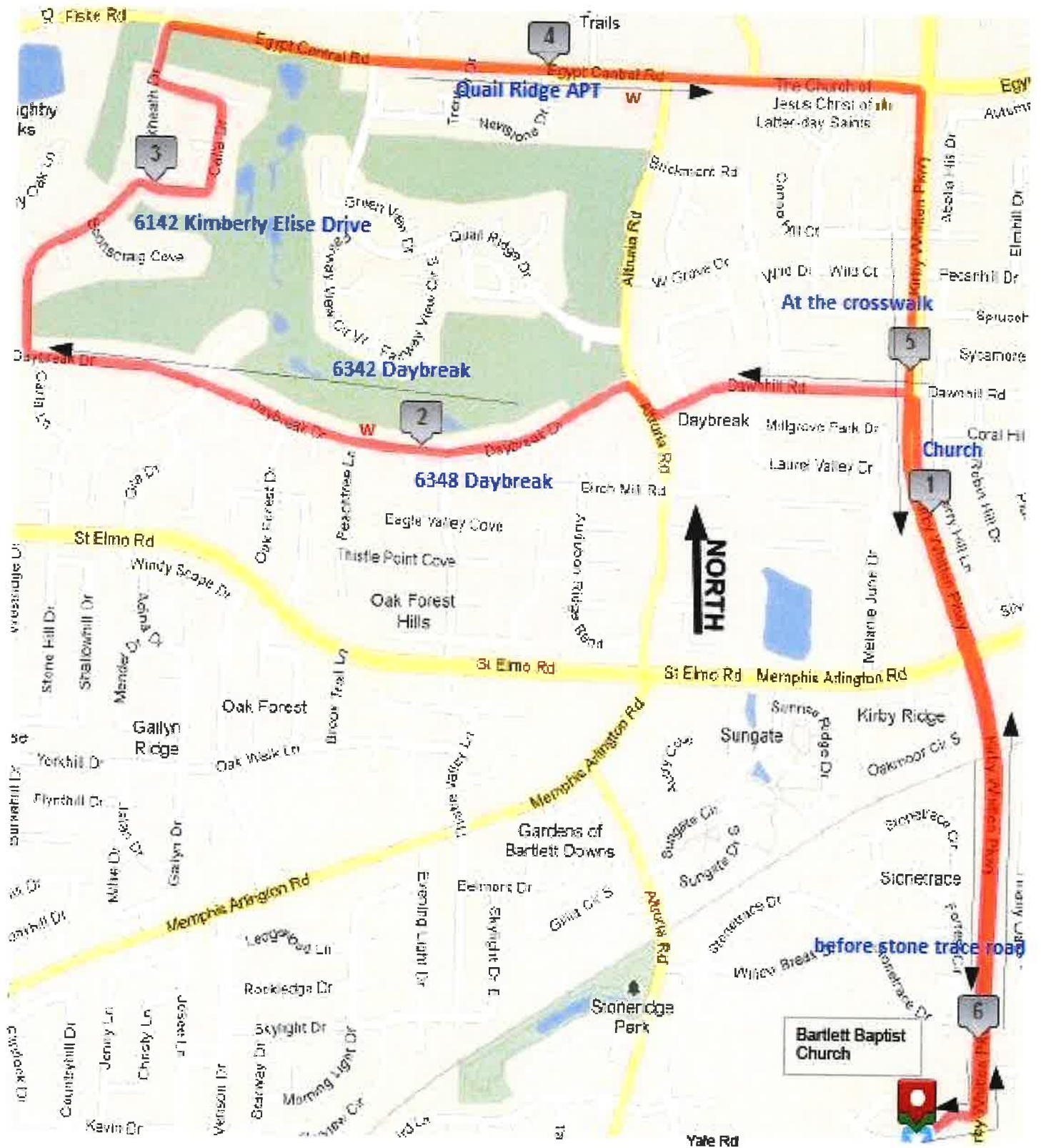
Mallory Byrd

Event Specialist
Bartlett Parks and Recreation Department
901-385-5553
mbyrd@cityofbartlett.org

Shan Criswell St. Valentine's Day 5K Course Map



Shan Criswell St. Valentine's Day 10K Course Map



Shan Criswell St. Valentines Day Run

From Mallory Byrd <mbyrd@cityofbartlett.org>

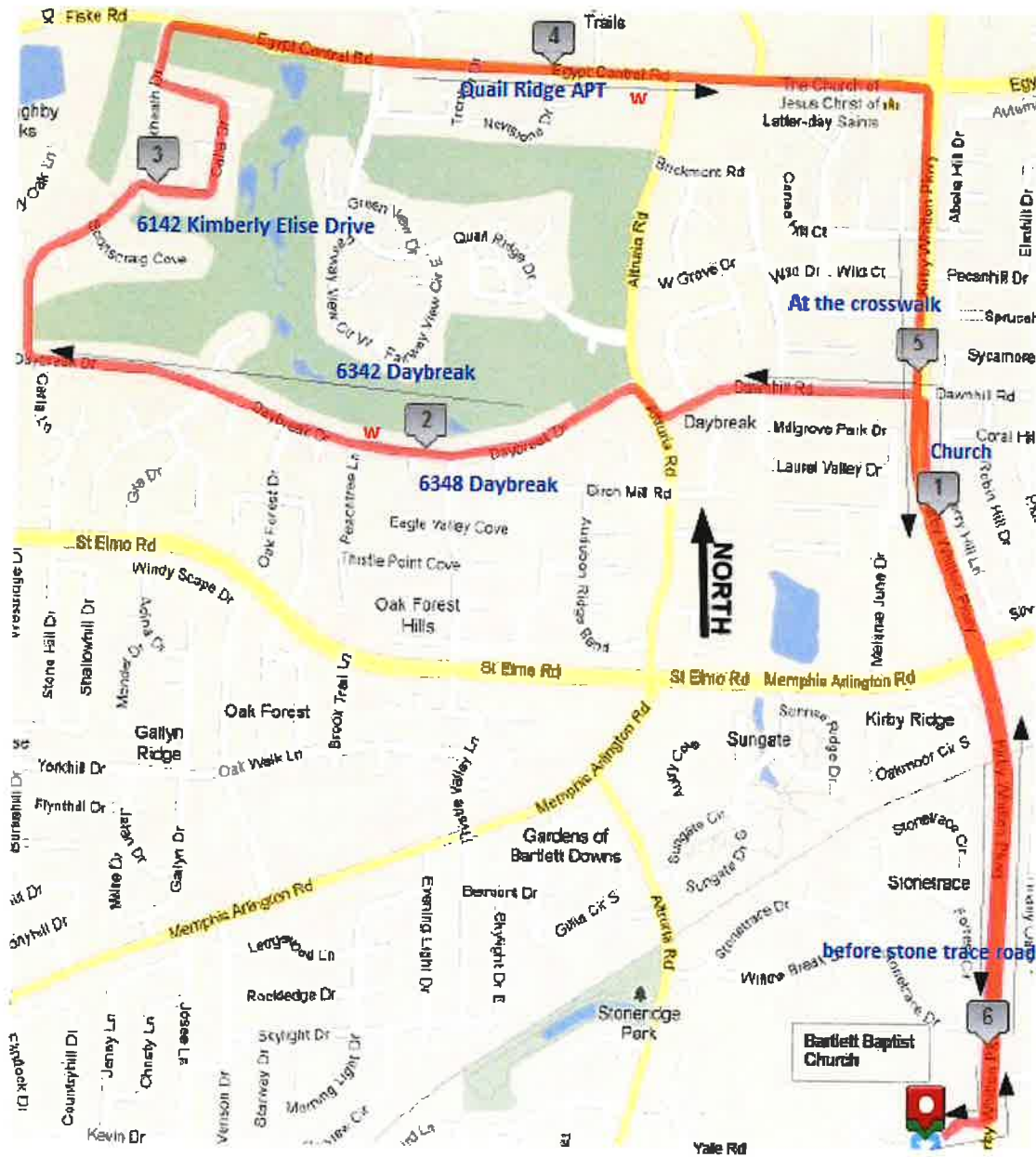
Date Wed 12/17/2025 8:15 AM

To Justin McNeely <jmcneely@cityofbartlett.org>; Kristina Headley <kheadley@cityofbartlett.org>; Craig Jones <cjones@cityofbartlett.org>

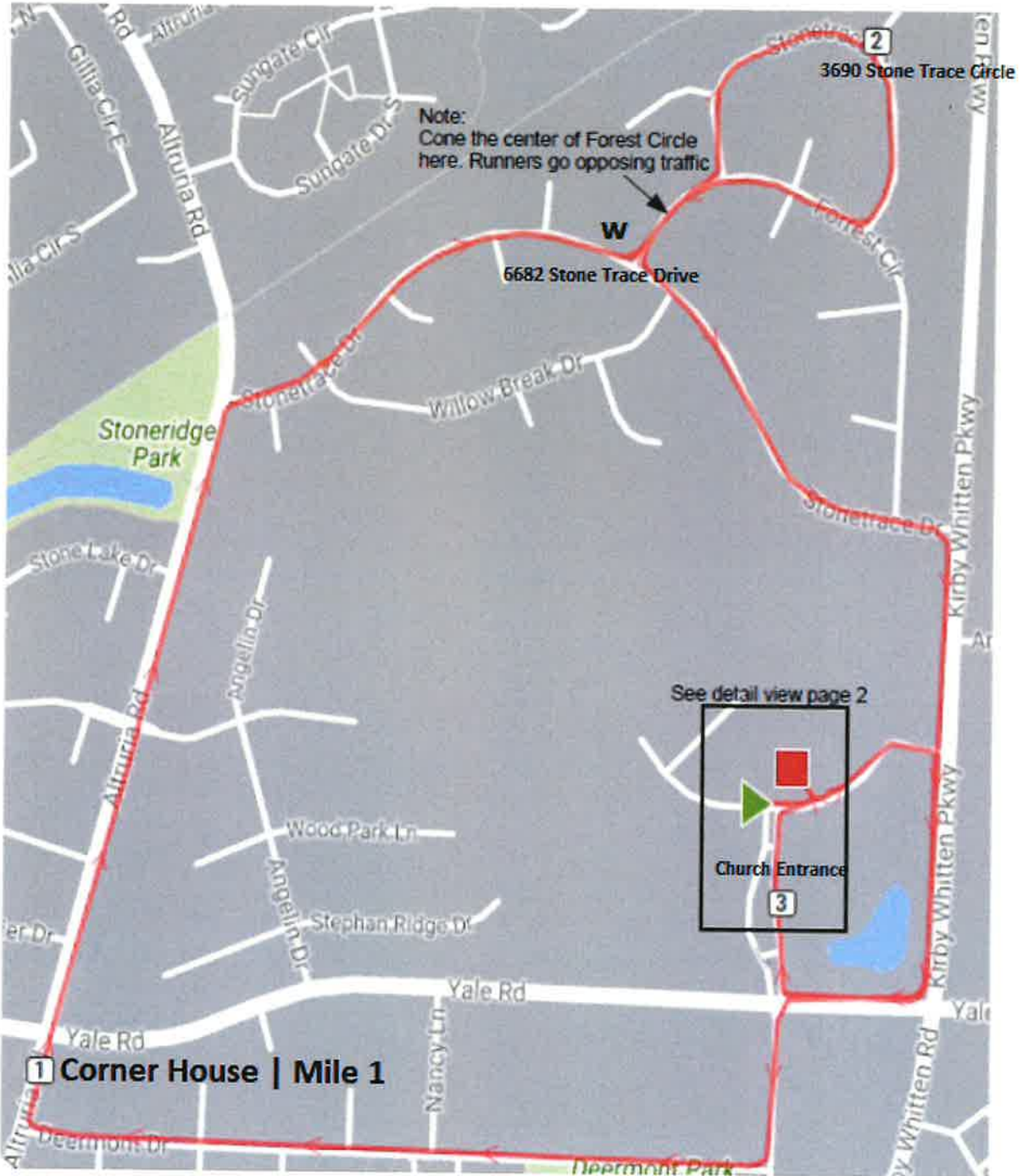
Good Morning! I am reaching out to request EMS and BFD presence at our annual Shan Criswell St. Valentines Day Run, on Saturday, February 14, 2026. The event begins at 9 am. The event layout has not changed from previous years (see maps below). Let me know if you have any questions or concerns.

Have a MERRY CHRISTMAS!

Bartlett Valentine 10K TN13005MS



Bartlett Valentine 5K Trial 32



Mallory Byrd | Event Specialist
City of Bartlett | Parks & Recreation
5868 Stage Road • Bartlett, TN 38134
office (901) 385-5553 cell (901) 413-4440



RE: Shan Criswell St. Valentines Day Run

From Craig Jones <cjones@cityofbartlett.org>
Date Wed 12/17/2025 2:47 PM
To Mallory Byrd <mbyrd@cityofbartlett.org>

Station 1 has been scheduled to be there.

Craig

From: Mallory Byrd <mbyrd@cityofbartlett.org>
Sent: Wednesday, December 17, 2025 8:16 AM
To: Justin McNeely <jmcneely@cityofbartlett.org>; Kristina Headley <kheadley@cityofbartlett.org>; Craig Jones <cjones@cityofbartlett.org>
Subject: Shan Criswell St. Valentines Day Run

Good Morning! I am reaching out to request EMS and BFD presence at our annual Shan Criswell St. Valentines Day Run, on Saturday, February 14, 2026. The event begins at 9 am. The event layout has not changed from previous years (see maps below). Let me know if you have any questions or concerns.

Have a MERRY CHRISTMAS!

RE: Shan Criswell St. Valentine's Day Run- Memo

From Garrett Mack <gmack@bartlettpolice.org>

Date Wed 12/17/2025 11:55 AM

To Mallory Byrd <mbyrd@cityofbartlett.org>; Laurie Thompson <lthompson@bartlettpolice.org>

The Traffic Unit will be there. Let us know if you need anything else!

Respectfully,

Garrett Mack | Lieutenant
City of Bartlett | Police Department | Traffic Unit
3730 Appling Road • Bartlett, TN 38133
Desk: 901-385-5529 Ext. 2706



From: Mallory Byrd <mbyrd@cityofbartlett.org>

Sent: Wednesday, December 17, 2025 11:52 AM

To: Garrett Mack <gmack@bartlettpolice.org>; Laurie Thompson <lthompson@bartlettpolice.org>

Subject: Shan Criswell St. Valentine's Day Run- Memo

Please see the attached memo for the 2026 Run and let me know if you have any questions.

Thank you for ALL you do!

Mallory Byrd | Event Specialist

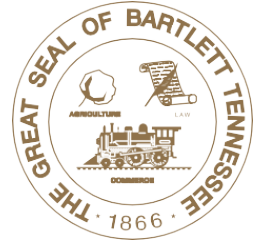
City of Bartlett | Parks & Recreation

5868 Stage Road • Bartlett, TN 38134

office (901) 385-5553 cell (901) 413-4440



Board of Mayor and Aldermen
January 13, 2026



Consent Summary:

Request authorization to purchase a 2026 Ford Maverick, AWD, Crew Cab XLT from Lonnie Cobb Ford at a total cost of \$30,642.00. This vehicle will be purchased utilizing the State of Tennessee Vehicle Contract SWC #209 and will replace an aging vehicle.

Funds are available in Account 311.48311.785.29126.

Formal Body:

Attachments:

2026 Maverick AWD Crew Cab XLT, 01-06-2026



Prepared by: STEVEN BLACKSTOCK
12/31/2025

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

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 615

Re: Vehicle Proposal 12/31/2025

To Whom It May Concern,

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

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

Sincerely,

STEVEN BLACKSTOCK

SWC 209
Lonnie cobb Ford contract # 88764



Prepared by: STEVEN BLACKSTOCK
12/31/2025

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

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 615

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles



Prepared by: STEVEN BLACKSTOCK
12/31/2025

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

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 615

As Configured Vehicle

Code	Description	MSRP
W8J	Base Vehicle Price (W8J)	\$30,645.00
302A	Equipment Group 302A <i>Includes:</i> - Engine: 2.0L EcoBoost - 3.63 Axle Ratio - Transmission: 8-Speed Automatic - GVWR: 5,320 lbs - Tires: P225/65R17 A/S BSW - Wheels: 17" Carbonized Gray Painted Aluminum - Unique Cloth Front Bucket Seats <i>Includes 6-way manual adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin.</i> - Radio: AM/FM Stereo w/6 Speakers <i>Includes 2 front USB ports and 1 rear USB port.</i> - Ford Connectivity Package (1-Year Included) <i>Features may vary by make and model. Includes unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50G within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i> - SYNC 4 w/Enhanced Voice Recognition <i>Includes 13.2" center display, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owner's manual and conversational voice command recognition. A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles.</i> - SiriusXM w/360L <i>A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles. Service will automatically stop at the end of your trial subscription period unless you decide to continue service. Trial is non-transferrable. If you do not wish to enjoy your trial, you can cancel by calling the number below. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Service subject to the SiriusXM customer agreement and privacy policy, visit siriusxm.com for complete terms and how to cancel which includes online methods or calling 1-866-635-2349. Some services and features are subject to device capabilities and location availability. Satellite service not available in Alaska and Hawaii. Certain features and/or content may not be available in vehicles with SiriusXM with 360L unless an active data connection is enabled in the vehicle. Content varies by SiriusXM subscription plan. All fees, content and features are subject to change. SiriusXM and related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i>	N/C
99A	Engine: 2.0L EcoBoost <i>Includes:</i> - 3.63 Axle Ratio	Included
448	Transmission: 8-Speed Automatic	Included
NONAX	3.63 Axle Ratio	Included
STDGV	GVWR: 5,320 lbs	Included
STDTR	Tires: P225/65R17 A/S BSW	Included
64T	Wheels: 17" Carbonized Gray Painted Aluminum	Included
7	Unique Cloth Front Bucket Seats	Included

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



Prepared by: STEVEN BLACKSTOCK
12/31/2025

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

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 615

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes 6-way manual adjustable driver and 4-way manual adjustable passenger, front floor console with eShifter, armrest and storage bin.</i>	
121WB	121.1" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes 2 front USB ports and 1 rear USB port.</i>	Included
	<i>Includes:</i>	
	- Ford Connectivity Package (1-Year Included) <i>Features may vary by make and model. Includes unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50G within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i>	
	- SYNC 4 w/Enhanced Voice Recognition <i>Includes 13.2" center display, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owner's manual and conversational voice command recognition. A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles.</i>	
	- SiriusXM w/360L <i>A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles. Service will automatically stop at the end of your trial subscription period unless you decide to continue service. Trial is non-transferrable. If you do not wish to enjoy your trial, you can cancel by calling the number below. All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period. Service subject to the SiriusXM customer agreement and privacy policy, visit siriusxm.com for complete terms and how to cancel which includes online methods or calling 1-866-635-2349. Some services and features are subject to device capabilities and location availability. Satellite service not available in Alaska and Hawaii. Certain features and/or content may not be available in vehicles with SiriusXM with 360L unless an active data connection is enabled in the vehicle. Content varies by SiriusXM subscription plan. All fees, content and features are subject to change. SiriusXM and related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i>	
YZ_01	Oxford White	N/C
7B_07	Navy Pier/Aspen Gray w/Unique Cloth Front Bucket Seats	N/C
SUBTOTAL		\$30,645.00
Destination Charge		\$1,695.00
TOTAL		\$32,340.00

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



Prepared by: STEVEN BLACKSTOCK
12/31/2025

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

2026 Maverick AWD SuperCrew 4.5' box 121.1" WB XLT (W8J)

Price Level: 615

Pricing Summary - Single Vehicle

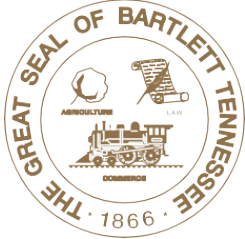
		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$30,645.00
Options		\$0.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,695.00
Subtotal		\$32,340.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
fleet discount	fleet discount	-\$1,716.00
Total		\$30,624.00

Customer Signature

Acceptance Date

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

Board of Mayor and Aldermen
January 13, 2026



Item Memo

Consent Summary:

The City’s water system is regulated by the TN Department of Environment and Conservation Division (TDEC) of Water Supply. Historically, TDEC has charged the City a permit fee based on the number of water connections. The current number of water system connections is 22,143 at \$1.30 per connection; the City’s total is \$28,785.90. Funds are available in Account 510.51200.644.

Formal Body:

Attachments:

Annual Connection Fee DW - December 2025

TN Dept Env & Conservation
 Davy Crockett Tower, 6th Floor
 500 James Robertson Parkway
 Nashville, TN 37243
 USA

Telephone 615-532-0065

Invoice	INV000857633
Date	8/18/2025
Page	1 of 1

Due date 11/15/2025

Please read the additional information concerning this invoice. Email questions concerning your balance: tdec.fees@tn.gov

Bill to:

Customer ID 312898
 BARTLETT WATER SYSTEM
 BARTLETT WATER SYSTEM
 6400 STAGE RD

MEMPHIS, TN 38134
 USA



Billed	Fee item	Fee name	Line amount
1.00000	TN0000765-1-A-1-v	DWS-00605-ANNUAL FEE - CONNECTIONS - 22143	\$28,785.90

Penalty total	\$0.00
Interest total	\$0.00
Invoice total	\$28,785.90

 Tear off and mail back below portion with your payment and lines

Customer ID 312898
 BARTLETT WATER SYSTEM
 BARTLETT WATER SYSTEM
 6400 STAGE RD

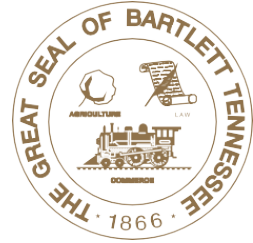
MEMPHIS, TN 38134
 USA

Invoice INV000857633
 Date 8/18/2025
 Due date 11/15/2025

Invoice total \$28,785.90

Remit to: TN Dept Env & Conservation
 Davy Crockett Tower, 6th Floor
 500 James Robertson Parkway
 Nashville, TN 37243
 USA

Board of Mayor and Aldermen
January 13, 2026



Item Memo

Consent Summary:

We recommend awarding a contract to Cunningham Recreation as their proposal best satisfies the needs of the City of Bartlett and meets all the requirements of the desired inclusive playground as specified in the published RFP. Funds are available in Account 311.48311.780.51625.

Formal Body:

On September 19, 2025, an ad was placed in *The Daily News* for written proposals from qualified companies or professionals to design, furnish, and install a new inclusive playground at Shadowlawn Park per the written specifications. A mandatory pre-bid on-site meeting was held at Shadowlawn Park at 10 a.m. on Monday, September 29, 2025, and proposals were due by 2 p.m. on October 24, 2025. The City of Bartlett received nine proposals which were reviewed and graded independently on a 100-point scale by members of the Parks Department. In addition to evaluating the proposals for meeting the minimum requirements of the RFP, proposals were also evaluated based on the following scope of work criteria as outlined in Section VII of the RFP:

- Accessibility and inclusivity of design
- Play value and diversity of experience
- Safety and surfacing
- Site integration
- Conceptual design plan with illustrations/renderings
- Inclusivity compliance checklist demonstrating how design meets ADA, ASTM, CPSC, IPEMA, and universal design standards
- Warranties and maintenance plan
- Time schedule for completion
- Total project cost

The top two-scored proposals received were from Cunningham Recreation (93.75 composite score) and Great Southern Recreation (93.0 composite score). A final presentation was made to the reviewing team by the top two-scored proposals, and a final determination was made by the panel to recommend awarding the project to Cunningham Recreation for providing a more thorough, evidence-based, inclusive playground design that successfully met all the RFP guidelines.

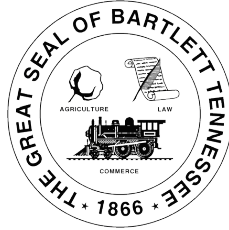
Funds are available in Account 311.48311.780.51625.

Thank you for your consideration.

Attachments:

RFP FY2026-09-008 INCLUSIVE PLAYGROUND SHADOWLAWN PARK advertising, RFP FY2026-09-008 INCLUSIVE PLAYGROUND SHADOWLAWN PARK, RFP FY2026-09-008 INCLUSIVE PLAYGROUND SHADOWLAWN PARK pre bid conference sign in sheet, RFP FY2026-09-008 INCLUSIVE PLAYGROUND SHADOWLAWN PARK Addendum #1, RFP FY2026-09-008 INCLUSIVE PLAYGROUND SHADOWLAWN PARK Addendum #2, RFP FY2026-09-008 INCLUSIVE PLAYGROUND SHADOWLAWN PARK evaluation scoring matrix, RFP FY2026-09-008 INCLUSIVE PLAYGROUND SHADOWLAWN PARK_Bid Tab Sheet - Inclusive Playground Shadowlawn Park 10-24-2025, RFP FY2026-09-008 INCLUSIVE PLAYGROUND SHADOWLAWN PARK_Cunningham Recreation Proposal

City of Bartlett, TN



REQUEST FOR PROPOSALS

The City of Bartlett Parks & Recreation Department is soliciting written proposals, on a competitive basis from qualified companies or professionals to design, furnish, and install a new inclusive playground at Shadowlawn Park per the written specifications.

RFP information and documents are posted on the City's website at www.cityofbartlett.org.

Sealed proposals are to be received no later than **2:00 P.M. on Friday, October 3, 2025**. All packets, with an original and four copies, must be labeled **"RFP FY2026-09-008 INCLUSIVE PLAYGROUND SHADOWLAWN PARK"** and addressed as follows:

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

Contractors/proposers must attend a MANDATORY pre-bid on-site visit at Shadowlawn Park located at 4734 Shadowlawn Road, Bartlett, TN 38002 at 10am on Monday, September 29, 2025. This site visit is to familiarize the contractors/proposers of the site and conditions, address any questions, and provide any additional information. Failure to attend the on-site visit will result in the rejection of your proposal.

RFP contractors/proposers may direct inquiries for additional information to Paul Wright, Director of Parks and Recreation, by email at pwright@cityofbartlett.org and received no later than 2:00pm on Monday, September 29, 2025. Questions and answers of significance will be posted on the City website no later than 2:00 p.m. on Tuesday, September 30, 2025.

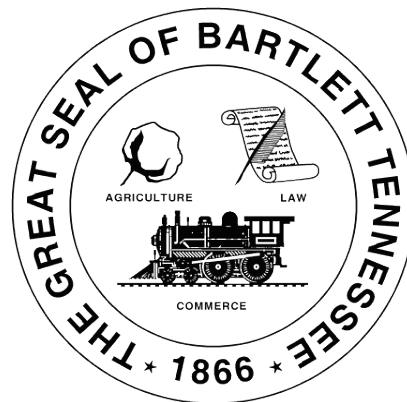
The City of Bartlett reserves the right to reject any and all bids and to waive any informality in the bidding process.

The City of Bartlett is an equal opportunity employer and will not discriminate against any company or individual for any reason.

CITY OF BARTLETT

**FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director
Paul Wright, Parks Director



REQUEST FOR PROPOSAL

RFP # FY2026-09-008

DUE: October 10, 2025, no later than 2:00 p.m. (CST)

INCLUSIVE PLAYGROUND SHADOWLAWN PARK

The City of Bartlett is soliciting written proposals, on a competitive basis, from qualified companies or professionals to design, furnish, and install a new inclusive playground at Shadowlawn Park per the written specifications.

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I. INTRODUCTION

The City of Bartlett (the “City”) is seeking proposals from interested and qualified firms to design, furnish, and install an inclusive playground that meets all applicable ADA, ASTM, CPSC, and IPEMA standards. This Request for Proposal (“RFP”) invites interested and qualified companies to prepare and submit proposals in accordance with these specifications. The successful Proposer will enter into a contractual relationship with the City for the services outlined in this RFP.

II. MINIMUM CONTRACTOR/PROPOSER REQUIREMENTS

All Contractors/Proposers must:

1. Hold a valid Tennessee business license and be authorized to do business in the State of Tennessee.
2. Demonstrate successful completion of at least ten (10) inclusive playground projects with the past five (5) years.
3. Employ or subcontract at least on Certified Playground Safety Inspector (CPSI) certified by the National Recreation and Park Association (NRPA).
4. Provide proof that the playground manufacturer is a member of the International Playground Equipment Manufacturers Association (IPEMA).
5. Constructed playground and surface material must comply with the Americans with Disability Act (ADA) Accessibility Standards and with all standards related to public playground safety from the Consumer Product Safety Commission (CPSC) and the American Society for Testing Materials (ASTM).
6. Submit copies of manufacturer’s warranties (minimum ten (10) years on equipment; minimum five (5) years on surfacing).
7. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes, and fees.
8. Provide proof of required insurance coverage (see Section VIII).
9. Have sufficient, competent, and skilled staff to perform the Services as required.
10. Be an equal employment opportunity employer and abide by Title VI guidelines.
11. Provide proof of current insurance requirements(**MANDATORY**).
12. Sign and enclose the Public Acts 109 and Public Acts 775 Forms (Exhibits D & E).
13. Complete the Certification of Contractor form with the Local Park & Recreation Fund (LPRF) box checked.

Inspection of Site:

Contractors/proposers must attend a MANDATORY pre-bid on-site visit at Shadowlawn Park located at 4734 Shadowlawn Road, Bartlett, TN 38002 at 10 a.m. on Monday, October 6, 2025. This site visit is to familiarize the contractors/proposers of the site and conditions, address any questions, and provide any additional information. Failure to attend the on-site visit will result in the rejection of your proposal.

III. CORRESPONDENCE

Any Contractors/Proposers requesting additional information or clarification are to contact Paul Wright, Director of Parks and Recreation, by email at pwright@cityofbartlett.org

Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY CONTRACTOR/PROPOSER, ALL QUESTIONS WILL BE ACCEPTED IN WRITTEN FORM BY EMAIL. The deadline for submitting questions will be October 6, 2025, by 2:00 p.m.*** Questions and answers of significance will be posted on the City website no later than 2:00 p.m. on October 7, 2025. These guidelines for communication have been established to ensure a fair and equitable process for all Contractors/Proposers.

IV. PROPOSAL SCHEDULE

All proposals (**one (1) original (clearly identified as original) and four (4) copies**) must be received at the address listed in Section IX.4. no later than **October 10, 2025, @ 2:00 p.m.** Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened or considered.

- The City of Bartlett, Tennessee, is issuing this RFP on September 23, 2025
- Deadline to submit additional written questions – Contractors/Proposers may submit written questions via email as to the intent or clarity of this RFP until 2:00 p.m. on October 6, 2025. Responses will be given within one business day or no later than 2:00 p.m. on October 7, 2025.
- Submission of Proposal – **All Proposals Must Be Received For Review And Evaluation No Later Than Thursday, October 10, 2025, at 2:00 P.M.** Proposals received after this deadline will not be accepted. The date and time received will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this RFP packet.
- Evaluation of Proposal and Notification of Award – An evaluation team will review and make a selection as described in Section X: Evaluation and Award.
- Services to Commence – Immediately upon the execution of the signed contract.

The City may reproduce any of the Contractor/Proposer proposal and supporting documents for internal use or for any other purpose permitted by law.

V. PROPOSAL CONDITIONS

- A. **Contingencies** - This RFP does not commit the City to award a contract. The City reserves the right to accept or reject any or all proposals if the City determines it is in the best interest of the City to do so. The City will notify each Contractor/Proposer, in writing, if its proposal is rejected.
- B. **Addenda/Amendments** - The City reserves the right to issue an addenda or amendments to this proposal.
- C. **Proposal Submission** - To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Contractor/Proposer's responsibility to ensure that its proposal arrives on or before the specified time.
- D. **Incurred Costs** - This RFP does not commit the City to pay any costs incurred by any contractor/proposer in the preparation of a proposal in response to this RFP, and each Contractor/Proposer agrees that all costs incurred in developing this RFP are the Contractor/Proposer's responsibility.
- E. **Final Authority** – The final authority to award a contract rests with the City of Bartlett Finance/Purchasing Department, subject to the Mayor's approval.

VI. GENERAL REQUIREMENTS

- A. **Background** - The city of Bartlett has been awarded a Local Park and Recreation Fund (LPRF) Grant through the State of Tennessee to complete this project of which the inclusive playground is a phase of the whole project. All proposals must be the requirements of the grant as outlined in Section VII. Scope of Work.
- B. **Project Time Frame** - The Contractor/Proposer/Proposer must be prepared to begin immediately upon receipt of a Notice to Proceed.
- C. **Reservation of Rights** -The City reserves the right, for any reason, to accept or reject any one or more proposals, to negotiate the terms and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.
- D. **Selection Criteria** - Each response will be evaluated on the criteria outlined in Section VII of this document. Each contractor/proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

VII. SCOPE OF WORK

DESIGN, SUPPLY, AND INSTALL THE FOLLOWING TURN-KEY INCLUSIVE PLAY SYSTEM:

- **Accessibility and Inclusivity** – Designs must comply with ASTM F 1487-17, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use; Handbook for Public Playground Safety Publication 325 by the U.S. Consumer Product Safety Commission; Guide to ADA Accessibility Guidelines for Play Areas published by the U.S. Access Board; and ASTM F 3021-15, Standard Specification for Universal Design of Fitness Equipment for Inclusive Use by Persons with Functional Limitations and Impairments.
- **Play Value and Diversity of Experience** – Provide age-appropriate (ages 2-5 and 5-12) play areas; integrate multi-sensory experiences (tactile, auditory, visual, vestibular, proprioceptive) to serve children with a variety of abilities; include social play zones that encourage interaction between children of different abilities and incorporate quiet/retreat play spaces for children who need reduced stimulation.
- **Safety and Surfacing** – Install unitary (poured-in-place rubber or engineered turf), impact-attenuating, wheelchair-accessible surfacing per ASTM F1292; include shade and caregiver seating as well as safety signage.
- **Site Integration** – Ensure inclusive circulation paths connecting parking, restrooms, and play zones; support intergenerational use; use durable, sustainable materials with low maintenance requirements.
- **Deliverables** – Submit a conceptual design plan with illustrations/renderings; an inclusivity compliance checklist describing how the design meets ADA, ASTM, CPSC, IPEMA, and universal design standards; warranties, and maintenance plan.

Please note that the general construction design(s) must contain the following clause on the first page of general notes in the section related to ADA specifications:

“All construction activities shall be completed with full compliance of the Americans with Disabilities Act Accessibility Standards as well as any additional accessibility standards identified and accepted locally and/or on the state level.”

Playground design(s) must contain the following statements to verify the following information on the main rendering:

- Constructed playground and surface material comply with the Americans with Disabilities Act Accessibility Standards
- Constructed playground and surface material comply with all standards related to public playground safety from the Consumer Product Safety Commission and the American Society for Testing Materials
- The playground manufacturer is a member of the International Playground Equipment Manufacturers Association

VIII. CONTRACT REQUIREMENTS

The successful Contractor/Proposer will be expected to enter into a written contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Contractor/Proposer will be performed in a manner satisfactory to the City, and in accordance with the generally accepted business practices and procedures of the City.
2. Contractor/Proposer's Personnel. The Contractor/Proposer certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Contractor/Proposer will supervise all work under this Contract. The Contractor/Proposer further certifies that all of its employees assigned to serve the City shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor/Proposer who, in the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor/Proposer, or any of the Contractor/Proposer's employees or agents, are the agents, representatives, or employees of the City. The Contractor/Proposer will be an independent Contractor/Proposer over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give City the right to direct the Contractor/Proposer as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor/Proposer is solely for purposes of compliance with local, state and federal regulations and means that the Contractor/Proposer will follow the desires of the City only as to the intended results of the scope of this Contract. (b) It is further expressly agreed and understood by Contractor/Proposer that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the City; that the Contractor/Proposer has been retained by the City to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the City by the Contractor/Proposer for services performed shall be on the Contractor/Proposer's letterhead.

4. Termination or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the City determines that either the Contractor/Proposer or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive or illegal activity pertaining to bidding and governmental contracting. (b)The City may terminate the Contract upon five (5) days written notice by the City or its authorized agent to the Contractor/Proposer for Contractor/Proposer's failure to provide the services specified under this Contract. (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor/Proposer shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor/Proposer shall not be reimbursed for any anticipatory profits as of the date of termination. (d) All work accomplished by Contractor/Proposer prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered.
5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor/Proposer from performance of its duties under this contract. The City shall not be responsible for the fulfillment of the Contractor/Proposer's obligations to its transferors or sub-Contractor/Proposers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict Of Interest. The Contractor/Proposer covenants that neither the Mayor, nor any Alderman, nor any other City official or employee holds a direct or indirect interest in the Contract. The Contractor/Proposer also covenants that it has no public or private interest, and will not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Contractor/Proposer warrants that no part of the total contract amount provided herein shall be paid, directly or indirectly, to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor/Proposer to the Contractor/Proposer in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Contractor/Proposer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor/Proposer, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor/Proposer, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
8. Employment of City Workers. The Contractor/Proposer will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the City.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor/Proposer and the City will be referred to the Director of Finance or his/her duly authorized representative, whose decision regarding it will be final.
10. General Compliance With Laws. (a) If required, the Contractor/Proposer shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Contractor/Proposer is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation. (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor/Proposer agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee, located in Shelby County, Tennessee.

11. Nondiscrimination. The Contractor/Proposer hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor/Proposer on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor/Proposer shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the City. In the event sufficient funds for this Contract are not appropriated by the City of Bartlett for any of its fiscal periods during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor/Proposer shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the City Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the City.
19. Incorporation of Other Documents. (a) Contractor/Proposer shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the City of Bartlett Request for Proposal and incorporated herein by reference. (b) It is understood and agreed between the parties that, in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposal or the Response thereto, the terms and conditions of this Contract, as well as any amendment, shall take precedence and control the relationship and understanding of the parties.
20. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the City by the Contractor/Proposer, Contractor/Proposer understands and acknowledges that the City of Bartlett is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to City by the Contractor/Proposer due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
21. Organization Status And Authority. (a) Contractor/Proposer represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
(b) The execution, delivery and performance of this Contract by the Contractor/Proposer has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor/Proposer, any provision of any indenture, agreement or other instrument to which the Contractor/Proposer is a party, or by which the Contractor/Proposer's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the

properties or assets.

22. Warranty. Contractor/Proposer warrants to the City that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
23. Rights in Data. The City of Bartlett shall become the owner, and the Contractor/Proposer shall be required to grant to the City, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the City's name, to use any deliverables provided by the Contractor/Proposer under this Contract, regardless of whether they are proprietary to the Contractor/Proposer or to any third parties.

B. Indemnification and Insurance Requirements.

1. Responsibilities For Claims And Liabilities. (a) Contractor/Proposer shall indemnify, defend, save and hold harmless the City, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC §1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor/Proposer its sub-Contractor/Proposers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
(b) Contractor/Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor/Proposer shall in no way limit the responsibility to indemnify, defend, save and hold harmless the City or its elected officials, officers, employees, agents, assigns, and instrumentalities herein provided. (c) The City has no obligation to provide legal counsel or defense to the Contractor/Proposer or its sub-Contractor/Proposers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Contractor/Proposer as a result of or relating to obligations under this Contract.
(d) Except as expressly provided herein, the City has no obligation for the payment of any judgment or the settlement of any claims against the Contractor/Proposer as a result of or relating to obligations under this Contract.
(e) Contractor/Proposer shall immediately notify the City, c/o City of Bartlett Finance Department, 6400 Stage Road, Bartlett, TN 38134, of any claim or suit made or filed against the Contractor/Proposer or its sub-Contractors/Proposers regarding any matter resulting from or relating to Contractor/Proposer's obligations under this Contract and will cooperate, assist and consult with the City in the defense or investigation thereof.
(f) *The Contractor/Proposer shall immediately notify the City of Bartlett, Finance Office, 6400 Stage Road, Bartlett, TN 38134 of cancellation or changes in any of the insurance coverages provided. Evidence of replacement coverage must be provided to the Finance Office, with no lapse in coverage.*

2. Insurance Requirements. The contractor/Proposer will provide evidence of insurance coverage as required and shall provide and maintain the following:

The contractor/Proposer shall maintain coverage with limits no less than:

- *Commercial General Liability and Professional Liability Insurance* – \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies or commissions shall be named as additional insured. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Explosion, Collapse, & Underground, if applicable
 - c) Products/Completed Operations
 - d) Contractual
 - e) Independent Contractor/Proposers
 - f) Broad Form Property Damage
 - g) Personal Injury
 - h) Pollution
 - i) Professional Liability
- *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Pollution coverage is to be included. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- *Workers Compensation and Employers' Liability Insurance* with minimum limits of \$1,000,000 each accident. Coverage is to include sole proprietors, partners, and officers regardless of requirement by statute. Certificate of Insurance shall indicate that these individuals are covered. Contractor/Proposer waives its right of subrogation against City of Bartlett for any and all workers' compensation claims.
- *Employee Dishonesty Coverage* – Coverage for Contractor/Proposer and its employees for dishonest acts against the City and its elected officials, appointees, employees, and members of boards, agencies or commissions – minimum of \$10,000 per occurrence.
- *Performance Bond* – Amounts determined by project as appropriate
- *Labor and Materials Bond* – Amounts determined by project as appropriate.

- *Installation Floater in the amount of the project.*

Should the City's insurance carrier be involved in any claims for damages that require the Contractor/Proposers' services, the estimates and billing for these services shall be reviewed by the insurance carrier prior to payment.

All insurance policies maintained by the Contractor/Proposer/Proposer shall provide that insurance as applying to the City of Bartlett shall be primary and non-contributing, irrespective of such insurance or self-insurance as the City of Bartlett may maintain in its own name and on its own behalf. All sub-contractors performing work for the Contractor/Proposer are required to maintain the same coverage and limits as the Contractor/Proposer, with the same additional insured requirements. All coverage will be written through insurance companies rated A- or better by A.M. Best.

C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Contractor/Proposer agrees to permit duly authorized agents and employees of the City to enter Contractor/Proposer's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor/Proposer will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the City or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

IX. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Contractors/Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Contractor/Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. Note: A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 2:00 pm on October 10, 2025, at the City of Bartlett, Attn: Mayor David Parsons, 6400 Stage Road, Bartlett, TN 38134.**
5. Contractor/Proposer agrees to provide City with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by Contractor/Proposer for the City to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify Contractor/Proposer from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. **One (1) original (clearly identified as original) and four (4) copies** of the proposal are required. The package containing the original must be sealed and marked with the Contractor/Proposer's name and **"RFP #FY2026-09-008 INCLUSIVE PLAYGROUND SHADOWLAWN PARK" with the due date and time indicated.**
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission, as they cannot be corrected after being opened. The City will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Contractor/Proposer's proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Comprehensive Response
 - a. Outline of how Contractor/Proposer can meet or exceed the minimum requirements.
 - b. Detail of how the Contractor/Proposer is qualified to provide the services required.
 - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
2. Cost and Fees (***Include the Pricing Sheet, Exhibit A in your proposal response in a separate sealed envelope.***)
 - a. Provide exact cost amounts proposed in the appropriate spaces as required in the Scope of Work. Explain any assumptions or constraints in a price proposal to perform the services.
 - b. There shall be no additional charges or fees in the proposal except as designated on the pricing sheet.
3. References
 - a. References must list the business name, a contact person with email address phone number. (**Include the Reference Sheet, Exhibit C**)

X. PROPOSAL EVALUATION AND AWARD

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Contractors/Proposers must meet the Minimum Contractor/Proposer Requirements outlined in Section II of this RFP.
 - c. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - Qualifications of personnel.
 - Ability to present a clear understanding of the nature and scope of the project.
 - Project methodology.
 - Previous experience with similar projects.
 - Cost to the City of Bartlett as outlined in the budget estimate.
 - Time frame for completion.
2. Selection will be based on a determination of which proposal best meets the needs of the City of Bartlett and the requirements of this RFP and not solely on price.
3. Oral Presentation - The City of Bartlett may require an oral presentation from, any Contractor/Proposer for clarification of information set forth in the response. In this regard, at the discretion of the evaluation committee, some or all Contractors/Proposers who submit a response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee.

B. Award of Contract

Contractors/Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the City, determined by the overall evaluation of the review panel and approval by the Mayor and Board of Aldermen, to be in the best interest of the City.

Inclusive Playground
RFP: FY2026-09-008
DUE: October 10, 2025, 2:00 PM

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Contractor/Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The City reserves the right to negotiate any portions of the successful Contractor/Proposer's fees and scope of work or utilize their own resources for such work.

End of RFP Requirements

EXHIBIT A

PRICING SHEETS

(Must be in separate sealed envelope within the response packet)

Item	Cost (Lump Sum)
Site Preparation and related work (grading, excavation, utilities prep)	\$
Playground equipment and installation	\$
Safety surfacing and installation (includes any related/necessary drainage systems)	\$
Landscaping and site restoration	\$
Other costs (please list below):	
	\$
	\$
	\$
TOTAL COST OF PROPOSAL	\$

TOTAL COST OF PROPOSAL IN WORDS: _____

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern.

Signatures on Pricing Sheet, page 2.

Initials, page 1

Inclusive Playground
RFP: FY2026-09-008
DUE: October 10, 2025, 2:00 PM

CONTRACTOR/PROPOSER/NAME OF FIRM

EMAIL

ADDRESS

PHONE

AUTHORIZED REPRESENTATIVE
(Signature – Required)

EMAIL
(Print)

AUTHORIZED REPRESENTATIVE
(Print name)

DATE

EXHIBIT B

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT

Comes, _____ for and on
(Printed name of Principal Officer of Company)

behalf of _____,
(The "Company") and makes oath that:

(A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Bartlett; and

(B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the City of Bartlett.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

Signature (Principal Officer)

Title:

Sworn to and subscribed before me, a Notary Public, this _____ day of
_____, 2025.

Notary Public

My Commission Expires: _____

EXHIBIT C

REFERENCES

Company Name (Proposer/Contractor)

References for three municipalities:

1. Reference Name: _____

Municipality Name: _____

Contact Name: _____

Address: _____

Phone: _____ Email: _____

2. Reference Name: _____

Municipality Name: _____

Contact Name: _____

Address: _____

Phone: _____ Email: _____

3. Reference Name: _____

Municipality Name: _____

Contact Name: _____

Address: _____

Phone: _____ Email: _____

Note: This Qualifications & References sheet must be returned with the Proposal.

EXHIBIT D
PUBLIC ACTS 109
PUBLIC ACTS 2017, CHAPTER 817

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

Full text of Public Acts of 2017, Chapter 817 can be found on the Tennessee Secretary of State’s website: <http://tnsos.org/acts/PublicActs.109.php>

Company Name (Proposer/Contractor/Proposer)

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20____.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

EXHIBIT E

PUBLIC ACTS 775

(Boycott of Israel Act)

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

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

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____,
20__.

Signed _____ Print Name _____ Title _____

My commission expires: _____, 20_____.

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

EXHIBIT F

PLAYGROUND SITE





**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
RECREATION EDUCATIONAL SERVICES**

WR Snodgrass TN Tower, 312 Rosa L. Parks Avenue, 2nd Floor, Nashville, TN 37243
PH: 615-532-0748 FAX: 615-532-0732

**CERTIFICATION OF CONTRACTOR
REGARDING CONFLICTS OF INTEREST,
LOBBYING, NONDISCRIMINATION, PUBLIC ACCOUNTABILITY,
AND PUBLIC NOTICE**

This certification is required by the agency that has funded, in part, by: **(check one)**

- Local Park & Recreation Fund (LPRF)** **Land & Water Conservation Fund (LWCF)**
 Recreation Trail Program (RTP) **Other** _____

The Contractor, _____, by signing and submitting this Certification, acknowledges the following: This Certification will be incorporated into the Agreement executed between: _____ (*the Grantee*) and the Contractor.

By signing and submitting this Certification, the Contractor certifies that neither it, its principals nor affiliates has violated the following:

1. **Conflicts of Interest:** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
2. **Lobbying:** The Grantee certifies to the best of its knowledge and belief that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

3. **Nondiscrimination:** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color,

religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

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

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

5. Public Notice: All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
6. Records: The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

**Grantee's Authorized Representative:
(USUALLY MAYOR)**

Signature

Print Name

Title

Date

CONTRACTOR: _____

Signature

Print Name














Title

Date

FY2025-09-009 BARTLETT PARKS and RECREATION INCLUSIVE PLAYGROUND SHADOWLAWN PARK

[PLEASE PRINT]

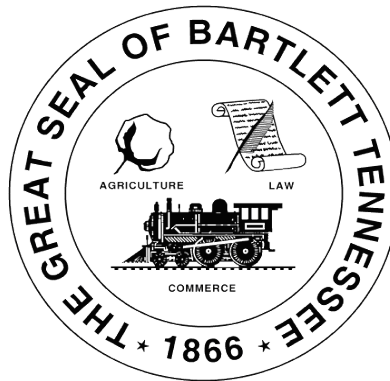
[PLEASE PRINT]

NAME	SIGNATURE	COMPANY NAME	PHONE	EMAIL
Robby Cuffman		Wagner	901-550-0729	Robby@wagnergeneral.com
Zach Ford		Struthers Recreation	662-426-2033	Zach@struthersrec.com
Brock Beck		Great Southern Recreation	601-609-3780	brock@greatsouthernrec.com
JAVE TERIBBLE		A+B Construction Co.	901-517-0191	JAVE@A+BCONSTRUCTIONCO.COM
Brian Raynal		CUNNINGHAM RECREATION	615-979-7540	bryanal@cunninghamrec.com
Kenn Brown		Barnes and Brown	901-493-8324	kenn@barnesandbrown.com
ANDREW NELSON		BEI BURKE	615-785-0945	ANDREW@BEIBURKE.COM
Chris Steay		Bliss Products	205-492-4388	Amndela@blissproducts.com
Brent Williams		WILCO SERVICES, LLC	901-331-5043	Brent@wilco@aol.com
SARAHISA B.		GRINDER, TAPER & GRINDER	604-706-9402	saraisa@grinderstales.com
PAUL WRIGHT		CITY OF BARTLETT	901-385-5590	pwright@cityofbartlett.org
JAMES DRAFFIN		CITY OF BARTLETT	901-385-5590	jdraffin@cityofbartlett.org
JUSTIN WALL		CITY OF BARTLETT	901-385-5590	jwall@cityofbartlett.org

CITY OF BARTLETT

**FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

**David Parsons, Mayor
Steve Sones, Chief Administrator Officer
Dick Phebus, Finance Director
Paul Wright, Parks Director**



ADDENDUM #1

RFP # FY2026-09-008

DUE: October 24, 2025, no later than 2:00 p.m. (CST)

INCLUSIVE PLAYGROUND SHADOWLAWN PARK

Issued September 25, 2025

The Bartlett Parks Inclusive Playground RFP is being modified to reflect the following changes and clarifications:

Q: Is there a specified budget for this project?

A: The budget for this project is not to exceed \$300,000 to include the design, supply and installation of a turn-key inclusive play system as outlined in the Scope of Work in Section VII of the RFP.

Q: The deadline for the RFP is too tight to coordinate with our vendors to prepare our proposal. Is it possible to extend the due date?

A: The due date for the RFP is being moved back to Friday, October 24, 2025, at 2:00pm CST to provide adequate time for contractors/proposers to coordinate with vendors and prepare their proposal package.

Q: General design questions (e.g., is shade being requested over the equipment or the seating? If so, are you looking for it to be integrated into the structure(s) or independent hip-style?)

A: The Scope of Work in Section VII of the RFP was designed to identify specific features of inclusive play that are being sought in the design without limiting contractors/proposers in their interpretation of how those features are assembled. The goal is to provide room for creativity in design and selection of the features and equipment that are included in proposals.

Q: Does removal and disposal of the existing playground equipment/surfacing need to be included or is the City handling that separately?

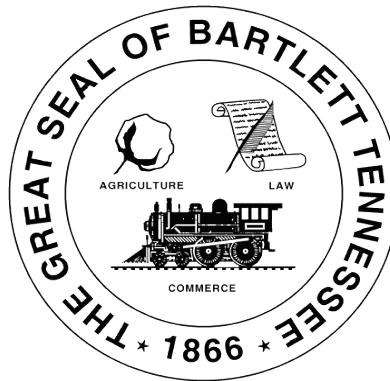
A: The City will be removing the existing playground and removing the existing surfacing so that the site cleared prior to the new play system being installed.

All contractors/proposers shall acknowledge receipt of the addendum by placing the addenda dates and addenda numbers on the outside of their proposal envelope.

CITY OF BARTLETT

**FINANCE DEPARTMENT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

**David Parsons, Mayor
Steve Sones, Chief Administrator Officer
Dick Phebus, Finance Director
Paul Wright, Parks Director**



ADDENDUM #2

RFP # FY2026-09-008

DUE: October 24, 2025, no later than 2:00 p.m. (CST)

INCLUSIVE PLAYGROUND SHADOWLAWN PARK

Issued September 29, 2025

Following the mandatory pre-bid on-site visit, the Bartlett Parks Inclusive Playground RFP is being modified to reflect the following changes and clarifications:

Q: Will the deadline for questions be modified from the original deadline since the due date has changed?

A: Yes. RFP contractors/proposers may direct inquiries for additional information to Paul Wright, Director of Parks and Recreation, by email at pwright@cityofbartlett.org and received no later than 2:00pm on Thursday, October 16, 2025. Questions and answers of significance will be posted on the City website no later than 2:00 p.m. on Friday, October 17, 2025.

Q: Are multiple proposals to illustrate multiple features/design concepts acceptable?

A: Multiple options within the proposal are permitted (e.g., alternate equipment configurations, surfacing alternatives, integrated shade structures versus stand-alone shade structures) within reason. The proposal should ultimately provide a clearly defined conceptual design plan with illustrations/renderings with an inclusivity checklist to describe how the proposed design meets ADA, ASTM, CPSC, IPEMA, and universal design standards. This conceptual design will be used as the basis for finalizing the design once a proposal has been selected.

Q: Is sodding of the bare areas required as part of the proposal?

A: Sodding is not required for the purposes of the proposal but may be added after a contractor /proposer has been selected. Contractors/proposers are welcome to add a lump sum cost for sodding in the “Other costs” section of the pricing sheet.

Q: Will the details of the large oak tree immediately to the west of the playground be provided (e.g., height, circumference, height of branches, etc.) to account for how it will impact the design of the new inclusive playground?

A: The large oak tree will remain; however, the limbs will be trimmed back by City staff to ensure adequate vertical clearance of no less than 7-feet from any new playground features. Contractors/ proposers need to take into account in their proposal that this tree will not be removed.

Q: Following the removal and disposal of the existing playground equipment/surfacing, will the site be at the proper grade?

A: The City will ensure that the site is clear of any debris and will bring the area to a rough grade prior to the new play system being installed. Final grading will be determined and completed by the contractor/proposer who is selected to complete the project.

All contractors/proposers shall acknowledge receipt of the addendum by placing the addenda dates and addenda numbers on the outside of their proposal envelope.



	WAGNER GENERAL	GREAT SOUTHERN RECREATION	A & B CONSTRUCTION	CUNNINGHAM RECREATION	BARNES & BROWER	BCI BURKE	BLISS PRODUCTS	WILCO SERVICES LLC	GRINDER, TABER & GRINDER
RFP: FY2026-09-008 INCLUSIVE PLAYGROUND SHADOWLAWN PARK									
Due Date: 2pm, October 24, 2025									
Cumulative Totals for Evaluation Team									
Maximum Possible Score = 100									
Paul Wright, Parks Director	15.00	90.50	20.00	95.50	25.00	81.00	18.00	87.00	25.00
Jimbo Draffin, Parks Assistant Director	15.00	92.50	20.00	94.50	25.00	84.00	18.00	89.50	25.00
Cassi Montoya, Recreation Division Manager	15.00	95.50	20.00	97.50	25.00	85.00	18.00	87.50	25.00
Justin Wall, Parks Maintenance Division Manager	15.00	93.50	20.00	87.50	25.00	83.00	18.00	81.50	25.00
	\$ 298,400.00	\$ 300,000.00	\$ 325,526.00	\$ 292,888.22	\$ 498,210.00	\$ 292,951.78	\$ 295,354.62	\$ 300,000.00	\$ 370,700.00
Highest Score Selected Vendor (100 point scale)	15.00	93.00	20.00	93.75	25.00	83.25	18.00	86.38	25.00

Denotes proposer exceeded budget threshold of \$300,000 as established in Addendum #1



RFP: # FY2026-09-009 INCLUSIVE PLAYGROUND

Due: October 24, 2025

Dept: Parks Reviewer: Paul Wright

Weights (0 = did not meet requirement) (0 = did not meet requirement)

		WAGNER GENERAL	GREAT SOUTHERN RECREATION	A & B CONSTRUCTI ON	CUNNINGHAM RECREATION	BARNES & BROWER	BCI BURKE	BLISS PRODUCTS	WILCO SERVICES LLC	GRINDER, TABER & GRINDER
MINIMUM REQUIREMENTS	25.00	15.0	25.0	20.0	25.0	25.0	25.0	18.0	25.0	25.0
Valid Tennessee business license and authorized to do business in the State of Tennessee	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Demonstrate successful completion of 10 inclusive playground projects in the past 5 years (references provided)	5.0	0.0	5.0	0.0	5.0	5.0	5.0	0.0	5.0	5.0
Employ or subcontract at least one CPSI	3.0	0.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Proof of all licenses and certifications required in State of Tennessee to perform the services and procure all permits, pay all charges, taxes and fees	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Provided proof of required insurance coverage	2.0	0.0	2.0	2.0	2.0	2.0	2.0	1.0	2.0	2.0
Equal opportunity employer and abide by Title VI regulations	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Public Acts 109 and 775 forms completed	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Certification of Contractor form with LPRF box checked	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	2.0	2.0
Envelope properly labeled, 1 original & 4 copies included, pricing sheet in separate envelope	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
SCOPE OF WORK	50.00	0.0	43.5	0.0	45.5	0.0	34.0	0.0	39.0	0.0
Accessibility & Inclusivity: design complies with standards as outlined in Section VII. Scope of Work of the RFP	10.00		8.0		9.0		5.0		8.0	
Play Value & Diversity of Experience: design provides age-appropriate (ages 2-5, 5-12) play areas; integrates multi-sensory experiences (tactile, auditory, visual, vestibular, proprioceptive) to serve children with a variety of abilities; includes social play zones that encourage interaction and quiet/retreat spaces for children who need reduced stimulation	10.00		7.0		9.0		6.0		8.0	
Safety & Surfacing: poured-in-place or engineered turf surfacing; shade and caregiver seating included; safety signage identified	10.00		10.0		9.0		7.0		7.0	
Site Integration: inclusive circulation paths connecting parking, restrooms, and play zones; supports intergenerational use; uses durable, sustainable materials w/ low maintenance requirements	10.00		9.0		9.0		6.0		8.0	
Conceptual design plan with illustrations/renderings	5.00		5.0		5.0		5.0		5.0	
Inclusivity compliance checklist describing how the design meets ADA, ASTM, CPSC, IPEMA, and universal design standards	3.00		3.0		3.0		3.0		1.5	
Warranties & maintenance plan included	1.00		0.5		0.5		1.0		0.5	
Time schedule for completion	1.00		1.0		1.0		1.0		1.0	
COST	25.00	0.0	22.0	0.0	25.0	0.0	22.0	0.0	23.0	0.0
Budget not to exceed \$300,000		\$ 298,400.00	\$ 300,000.00	\$ 325,526.00	\$ 292,888.22	\$ 498,210.00	\$ 292,951.78	\$ 295,354.62	\$ 300,000.00	\$ 370,700.00
SCORE		WAGNER GENERAL	GREAT SOUTHERN RECREATION	A & B CONSTRUCTION	CUNNINGHAM RECREATION	BARNES & BROWER	BCI BURKE	BLISS PRODUCTS	WILCO SERVICES LLC	GRINDER, TABER & GRINDER
TOTAL	100	15.0	90.5	20.0	95.5	25.0	81.0	18.0	87.0	25.0



		WAGNER GENERAL	GREAT SOUTHERN RECREATION	A & B CONSTRUCTION	CUNNINGHAM RECREATION	BARNES & BROWER	BCI BURKE	BLISS PRODUCTS	WILCO SERVICES LLC	GRINDER, TABER & GRINDER
RFP: # FY2026-09-009 INCLUSIVE PLAYGROUND										
Due: October 24, 2025										
Dept: Parks Reviewer: Jimbo Draffin	Weights	(0 = did not meet requirement)								
MINIMUM REQUIREMENTS	25.00	15.0	25.0	20.0	25.0	25.0	25.0	18.0	25.0	25.0
Valid Tennessee business license and authorized to do business in the State of Tennessee	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Demonstrate successful completion of 10 inclusive playground projects in the past 5 years (references provided)	5.0	0.0	5.0	0.0	5.0	5.0	5.0	0.0	5.0	5.0
Employ or subcontract at least one CPSI	3.0	0.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Proof of all licenses and certifications required in State of Tennessee to perform the services and procure all permits, pay all charges, taxes and fees	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Provided proof of required insurance coverage	2.0	0.0	2.0	2.0	2.0	2.0	2.0	1.0	2.0	2.0
Equal opportunity employer and abide by Title VI regulations	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Public Acts 109 and 775 forms completed	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Certification of Contractor form with LPRF box checked	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	2.0	2.0
Envelope properly labeled, 1 original & 4 copies included, pricing sheet in separate envelope	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
SCOPE OF WORK	50.00	0.0	43.5	0.0	44.5	0.0	37.0	0.0	40.5	0.0
Accessibility & Inclusivity: design complies with standards as outlined in Section VII. Scope of Work of the RFP	10.00		8.00		8.00		6.00		7.00	
Play Value & Diversity of Experience: design provides age-appropriate (ages 2-5, 5-12) play areas; integrates multi-sensory experiences (tactile, auditory, visual, vestibular, proprioceptive) to serve children with a variety of abilities; includes social play zones that encourage interaction and quiet/retreat spaces for children who need reduced stimulation	10.00		8.00		10.00		7.00		9.00	
Safety & Surfacing: poured-in-place or engineered turf surfacing; shade and caregiver seating included; safety signage identified	10.00		10.00		8.00		7.00		7.00	
Site Integration: inclusive circulation paths connecting parking, restrooms, and play zones; supports intergenerational use; uses durable, sustainable materials w/ low maintenance requirements	10.00		8.00		9.00		7.00		8.00	
Conceptual design plan with illustrations/renderings	5.00		5.00		5.00		5.00		5.00	
Inclusivity compliance checklist describing how the design meets ADA, ASTM, CPSC, IPEMA, and universal design standards	3.00		3.00		3.00		3.00		3.00	
Warranties & maintenance plan included	1.00		0.50		0.50		1.00		0.50	
Time schedule for completion	1.00		1.00		1.00		1.00		1.00	
COST	25.00		24.0	0.0	25.0	0.0	22.0		24.0	0.0
Budget not to exceed \$300,000		\$ 298,400.00	\$ 300,000.00	\$ 325,526.00	\$ 292,888.22	\$ 498,210.00	\$ 292,951.78	\$ 295,354.62	\$ 300,000.00	\$ 370,700.00
SCORE		WAGNER GENERAL	GREAT SOUTHERN RECREATION	A & B CONSTRUCTION	CUNNINGHAM RECREATION	BARNES & BROWER	BCI BURKE	BLISS PRODUCTS	WILCO SERVICES LLC	GRINDER, TABER & GRINDER
TOTAL	100	15.0	92.5	20.0	94.5	25.0	84.0	18.0	89.5	25.0



		WAGNER GENERAL	GREAT SOUTHERN RECREATION	A & B CONSTRUCTION	CUNNINGHAM RECREATION	BARNES & BROWER	BCI BURKE	BLISS PRODUCTS	WILCO SERVICES LLC	GRINDER, TABER & GRINDER
RFP: # FY2026-09-009 INCLUSIVE PLAYGROUND										
Due: October 24, 2025										
Dept: Parks Reviewer: Cassi Montoya	Weights	(0 = did not meet requirement)								
MINIMUM REQUIREMENTS	25.00	15.0	25.0	20.0	25.0	25.0	25.0	18.0	25.0	25.0
Valid Tennessee business license and authorized to do business in the State of Tennessee	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Demonstrate successful completion of 10 inclusive playground projects in the past 5 years (references provided)	5.0	0.0	5.0	0.0	5.0	5.0	5.0	0.0	5.0	5.0
Employ or subcontract at least one CPSI	3.0	0.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Proof of all licenses and certifications required in State of Tennessee to perform the services and procure all permits, pay all charges, taxes and fees	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Provided proof of required insurance coverage	2.0	0.0	2.0	2.0	2.0	2.0	2.0	1.0	2.0	2.0
Equal opportunity employer and abide by Title VI regulations	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Public Acts 109 and 775 forms completed	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Certification of Contractor form with LPRF box checked	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	2.0	2.0
Envelope properly labeled, 1 original & 4 copies included, pricing sheet in separate envelope	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
SCOPE OF WORK	50.00	0.0	45.5	0.0	47.5	0.0	35.0	0.0	37.5	0.0
Accessibility & Inclusivity: design complies with standards as outlined in Section VII. Scope of Work of the RFP	10.0		10.0		8.0		8.0		8.0	
Play Value & Diversity of Experience: design provides age-appropriate (ages 2-5, 5-12) play areas; integrates multi-sensory experiences (tactile, auditory, visual, vestibular, proprioceptive) to serve children with a variety of abilities; includes social play zones that encourage interaction and quiet/retreat spaces for children who need reduced stimulation	10.0		6.0		10.0		4.0		10.0	
Safety & Surfacing: poured-in-place or engineered turf surfacing; shade and caregiver seating included; safety signage identified	10.0		10.0		10.0		8.0		5.0	
Site Integration: inclusive circulation paths connecting parking, restrooms, and play zones; supports intergenerational use; uses durable, sustainable materials w/ low maintenance requirements	10.0		10.0		10.0		5.0		5.0	
Conceptual design plan with illustrations/renderings	5.0		5.0		5.0		5.0		5.0	
Inclusivity compliance checklist describing how the design meets ADA, ASTM, CPSC, IPEMA, and universal design standards	3.0		3.0		3.0		3.0		3.0	
Warranties & maintenance plan included	1.0		0.5		0.5		1.0		0.5	
Time schedule for completion	1.0		1.0		1.0		1.0		1.0	
COST	25.00		25.0	0.0	25.0	0.0	25.0		25.0	0.0
Budget not to exceed \$300,000		\$ 298,400.00	\$ 300,000.00	\$ 325,526.00	\$ 292,888.22	\$ 498,210.00	\$ 292,951.78	\$ 295,354.62	\$ 300,000.00	\$ 370,700.00
SCORE		WAGNER GENERAL	GREAT SOUTHERN RECREATION	A & B CONSTRUCTION	CUNNINGHAM RECREATION	BARNES & BROWER	BCI BURKE	BLISS PRODUCTS	WILCO SERVICES LLC	GRINDER, TABER & GRINDER
TOTAL	100	15.0	95.5	20.0	97.5	25.0	85.0	18.0	87.5	25.0



RFP: # FY2026-09-009 INCLUSIVE PLAYGROUND

Due: October 24, 2025

Dept: Parks Reviewer: Justin Wall

Weights

(0 = did not meet requirement)

MINIMUM REQUIREMENTS

	25.00	15.0	25.0	20.0	25.0	25.0	25.0	18.0	25.0	25.0
Valid Tennessee business license and authorized to do business in the State of Tennessee	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Demonstrate successful completion of 10 inclusive playground projects in the past 5 years (references provided)	5.0	0.0	5.0	0.0	5.0	5.0	5.0	0.0	5.0	5.0
Employ or subcontract at least one CPSI	3.0	0.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Proof of all licenses and certifications required in State of Tennessee to perform the services and procure all permits, pay all charges, taxes and fees	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Provided proof of required insurance coverage	2.0	0.0	2.0	2.0	2.0	2.0	2.0	1.0	2.0	2.0
Equal opportunity employer and abide by Title VI regulations	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Public Acts 109 and 775 forms completed	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Certification of Contractor form with LPRF box checked	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	2.0	2.0
Envelope properly labeled, 1 original & 4 copies included, pricing sheet in separate envelope	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0

SCOPE OF WORK

	50.00	0.0	43.5	0.0	37.5	0.0	38.0	0.0	37.5	0.0
Accessibility & Inclusivity: design complies with standards as outlined in Section VII. Scope of Work of the RFP	10.00		10.00		10.00		10.00		10.00	
Play Value & Diversity of Experience: design provides age-appropriate (ages 2-5, 5-12) play areas; integrates multi-sensory experiences (tactile, auditory, visual, vestibular, proprioceptive) to serve children with a variety of abilities; includes social play zones that encourage interaction and quiet/retreat spaces for children who need reduced stimulation	10.00		9.00		8.00		7.00		10.00	
Safety & Surfacing: poured-in-place or engineered turf surfacing; shade and caregiver seating included; safety signage identified	10.00		10.00		5.00		6.00		3.00	
Site Integration: inclusive circulation paths connecting parking, restrooms, and play zones; supports intergenerational use; uses durable, sustainable materials w/ low maintenance requirements	10.00		5.00		5.00		5.00		5.00	
Conceptual design plan with illustrations/renderings	5.00		5.00		5.00		5.00		5.00	
Inclusivity compliance checklist describing how the design meets ADA, ASTM, CPSC, IPEMA, and universal design standards	3.00		3.00		3.00		3.00		3.00	
Warranties & maintenance plan included	1.00		0.50		0.50		1.00		0.50	
Time schedule for completion	1.00		1.00		1.00		1.00		1.00	

COST

	25.00	25.0	0.0	25.0	0.0	20.0	19.0	0.0		
Budget not to exceed \$300,000		\$ 298,400.00	\$ 300,000.00	\$ 325,526.00	\$ 292,888.22	\$ 498,210.00	\$ 292,951.78	\$ 295,354.62	\$ 300,000.00	\$ 370,700.00

SCORE		WAGNER GENERAL	GREAT SOUTHERN RECREATION	A & B CONSTRUCTION	CUNNINGHAM RECREATION	BARNES & BROWER	BCI BURKE	BLISS PRODUCTS	WILCO SERVICES LLC	GRINDER, TABER & GRINDER
TOTAL	100	15.0	93.5	20.0	87.5	25.0	83.0	18.0	81.5	25.0

RFP FY2026-09-008 Inclusive Playground Shadowlawn Park
RFP published: 9/19/2025 RFP deadline: 2pm, 10/24/2025

Contractor	Total Price	Site Preparation	Playground Equipment & Installation	Safety Surfacing & Installation	Landscaping & Site Restoration	Other Costs**	Evaluation Score (100 point scale)
Wagner General	\$ 298,400.00	\$ 11,500.00	\$ 216,000.00	\$ 65,400.00	\$ 5,500.00	\$ -	15.00
Great Southern Recreation	\$ 300,000.00	\$ 5,000.00	\$ 212,192.00	\$ 116,300.00	\$ -	\$ (33,492.00)	93.00
A & B Construction	\$ 325,526.00	\$ 17,547.00	\$ 171,475.00	\$ 132,223.00	\$ 4,281.00	\$ -	20.00
Cunningham Recreation	\$ 292,888.22	\$ 15,000.00	\$ 142,979.20	\$ 114,608.52	\$ -	\$ 20,300.50	93.75
Barnes & Brower	\$ 498,210.00	\$ 27,739.00	\$ 278,589.00	\$ 77,477.00	\$ 3,511.00	\$ 110,894.00	25.00
BCI Burke	\$ 292,951.78	\$ -	\$ 160,758.16	\$ 126,797.65	\$ -	\$ 5,395.97	83.25
Bliss Products	\$ 295,354.62	\$ 6,803.00	\$ 167,542.50	\$ 106,500.00	\$ 6,373.46	\$ 8,135.66	18.00
Wilco Services LLC	\$ 300,000.00	\$ 17,246.00	\$ 138,339.00	\$ 90,700.00	\$ 7,000.00	\$ 46,715.00	86.38
Grinder, Taber & Grinder	\$ 370,700.00	\$ 40,700.00	\$ 182,900.00	\$ 132,600.00	\$ 14,500.00	\$ -	25.00

Denotes proposer exceeded budget threshold of \$300,000 as established in Addendum #1

<u>Contractor</u>	<u>**Other Costs - itemized</u>
Great Southern Recreation	discount of \$33,492 applied
Cunningham Recreation	concrete curbs (\$14,737.50); payment and performance bonds (\$5,563) for total of \$20,300.50
Barnes & Brower	professional services (\$33,202); bond (\$5,156); general conditions (\$72,536) for total of \$110,894
BCI Burke	equipment freight (\$3,984.21); dumpster service (\$1,411.76) for total of \$5,395.97
Bliss Products	freight (\$8,135.66) for total of \$8,135.66
Wilco Services LLC	concrete slab (\$38,000); performance payment bond (\$8,715) for total of \$46,715

<u>Scoring Matrix</u>	
Minimum Requirements	25.00
Scope of Work	50.00
Cost	25.00
TOTAL	100.00

Proposal for

**RFP #FY2026-09-008
INCLUSIVE PLAYGROUND SHADOWLAWN PARK**

Prepared by



10/22/2025
PROJECT: 175046
Shadowlawn Park Proposal



800-438-2780 | cunninghamrec.com

Hello!

We are excited for the opportunity to work with you on your upcoming exciting new playground project! For almost 60 years, Cunningham Recreation has designed and built thousands of playgrounds for children of all ages and all abilities. We partner with municipalities, schools, architects and youth organizations to plan, design and build their vision from the ground-up.

Cunningham Recreation is the exclusive representative for GameTime park and playground equipment in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Texas, Tennessee, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

The following pages will provide greater detail about our proposal(s), more information on Cunningham Recreation and GameTime and how we can meet the goals of your project.

Please reach out with any questions or additional details. I look forward to working with you.

Sincerely,



Brian Raynal
Sales Associate
615-979-7540
braynal@cunninghamrec.com



COMPREHENSIVE RESPONSE

About Cunningham Recreation and GameTime



Since 1929, GameTime has been a pioneer in the commercial playground equipment industry. GameTime has continued to bring meaningful research around the importance of play to the design, engineering, manufacture, and delivery of play equipment. GameTime Play Equipment's work has elevated industry standards on safety, physical and mental development, inclusion, and intergenerational interaction.

GameTime play systems, site furnishings and amenities are constructed from the highest quality materials and are backed by the industry's best warranty and customer service. Equipment is manufactured to meet current ASTM, CPSC and ADA guidelines for playground safety and accessibility.

For almost 60 years, Cunningham Recreation has been providing commercial park and playground equipment from design to construction. We are proud to serve as GameTime Play Equipment's exclusive representative in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Tennessee, Texas, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

Cunningham Recreation has adequate coverage in each territory to ensure our customers receive professional assistance and excellent customer service.

Range of Installation and Services

GameTime holds an ISO 9001 certification, which validates our high-quality manufacturing standards and our commitment to excellence in the design, production, installation, inspection and testing of our products. Our ISO 14001 certification supports our dedication to environmental sustainability and our commitment to eliminating waste, implementing recycling practices in our manufacturing facility, and offering recycled and recyclable products to our customers.

Cunningham Recreation specializes in complete park and playground solutions. We offer a full range of commercial park and play equipment for children of all ages and all abilities, and we have completed thousands of installations.

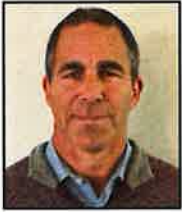
Cunningham Recreation offers a variety of resources and design approaches for planning and maintaining parks and playgrounds.



Both Cunningham Recreation and GameTime are considered leaders in the playground industry. Why not partner with a leader? Our research, design principles, innovative products and available resources are at your disposal.



PROJECT TEAM



Scott Cunningham of Charlotte, NC and President of Cunningham Recreation is a third-generation playground professional that has been in the playground business since 1993. During that time, he has overseen the design and installation of thousands of playgrounds, managing one of the largest rep agencies in the recreation industry.



Brian Raynal, CPSI represents Cunningham Recreation in Middle and Western Tennessee. He has over 5 years of project management and construction experience working with several municipalities, architects and other contractors. Brian is dedicated to partnering with his customers to create safe, functional, inclusive and creative recreational environments for all. Brian is available to meet on-site for any design questions or customer service needs. He can be reached at 615-979-7540.



Renee Beard is Cunningham Recreation's Regional Sales Manager and has been working in the playground industry for over 20 years. Renee is available to assist at any stage of the project and can be reached at 800-438-2780 x210.



Josh Hartley is GameTime's Regional Sales Manager. Josh is available for any job-related issues to speed up service items and move the project forward. Josh has extensive sales management experience as it pertains to the park and recreation industry.

RJR Enterprises, Inc is the project installer. RJR has been in business for more than 30 years, starting out as a general contractor building homes in NW Arkansas area and eventually expanding into the construction of civic and commercial buildings including schools, hospitals, and daycare facilities. RJR has constructed hundreds of playgrounds and has over 90 years' combined experience in all types of construction disciplines. They are a GameTime certified installer and a certified playground safety inspector (CPSI).



Lisa Schenk has been with Cunningham Recreation since 1997, and is also a third generation playground professional. Lisa is a senior designer and oversees a team of project managers/designers. Her playground designs are creative, age appropriate, provide progressive challenges, thoughtful, and FUN. She has designed over 150 of these types of playgrounds with Cunningham Recreation.

Design Intent: The Why Behind Our Design Choices

Submitted by: Cunningham Recreation
Project: Shadowlawn Park Inclusive Playground

We are honored to present this design proposal for the inclusive playground at Shadowlawn Park. Rooted in the principles of universal design, this proposal represents a holistic approach to inclusive play—where children of all abilities and backgrounds can access meaningful, developmentally appropriate play experiences.

Design Philosophy: Inclusive by Intent, Not by Accident

In alignment with GameTime’s research-backed philosophy of inclusive play, our design intentionally removes physical, social, and sensory barriers to participation. Rather than retrofitting for compliance, our design considers the diverse needs of children from the outset. Each component was selected not only for compliance with ADA and ASTM F1487 standards, but for its potential to foster independence, promote peer interaction, and support a wide range of sensory, cognitive, and motor experiences.

Highlights of Inclusive Play Features

Multisensory Engagement:

Our playground supports children with a range of sensory needs by integrating tactile, auditory, visual, and vestibular stimuli. For example:

- The Ludo Game Panel allows players to choose a color and take turns spinning the center spinner to determine their moves. The player that is able to navigate their pieces around the board and land them in the matching color slots outside the arrows wins!

Social & Cooperative Play:

- The Inclusive Seesaw is a research-based inclusive product that promotes shared movement and eye contact between peers, fostering communication and empathy across ability levels.
- The Sensory Wave Seat offers spinning play, encouraging turn-taking, vestibular stimulation, and joy through motion.
- The Expression Swing promotes intergenerational play as adults and children swing together. The patented face-to-face design features a bucket seat for children under five and a comfortable adult swing seat that allows a parent and child (or grandparent and grandchild) to interact with each other and experience one another's facial expressions while at play.

Spaces for Autonomy and Retreat:

Recognizing that inclusive environments must honor children who need time and space to self-regulate, we have intentionally placed the Fun Seat below the 6’ deck on the playground structure. This quiet zone allows children to modulate their interaction with the play space—offering opportunities to rejoin or retreat from play as needed, which is particularly beneficial for children on the autism spectrum.

Mobility and Transfer Accessibility:

- Multiple ADA Crows Nest features are included throughout the design, supporting vertical exploration and upper body development while maintaining ADA transfer standards.
- A dedicated Slide Transfer Station allows children using mobility devices to access one of childhood's most beloved experiences: sliding. The design ensures both safety and independence in access and egress.
- The Horizontal Ladder promotes upper body coordination while offering intermediate-level climbing challenge for those building confidence. Placing it purposely adjacent to the accessible ramp link allows for parallel play amongst those in mobility devices and their peers.

Language & Communication Support:

- A Communication Panel is placed near the entrance of the playground structure, offering symbol-supported vocabulary that helps non-verbal children express needs and understand the play environment. This is critical for inclusive communication and supports children with speech or language delays.

Environmental Comfort and Protection:

Shade has been thoughtfully incorporated to ensure comfort and protect users from UV exposure:

- Umbrella Canopies are integrated on the main play unit. These create cooler microclimates and support children with sun sensitivity or temperature regulation challenges.

Developmental Considerations Across Play Types

- Active Play: Accessible climbers, spinners, and swings promote gross motor development and proprioceptive input.
- Creative Play: Musical and interactive panels provide expressive outlets for language, rhythm, and fine motor skills.
- Imaginative Play: Themed panels and freestanding pieces encourage pretend play and narrative thinking.
- Social Play: Seating areas, multi-user events, and shared equipment encourage relationship building and collaboration.
- Reflective Play: Quiet zones like the fun seat and benches offer opportunities to rest and observe.

NATIONAL DEMONSTRATION SITE NETWORK



RECOGNIZING COMMUNITIES FOR TURNING RESEARCH INTO PRACTICE



High-quality outdoor play and recreation environments are essential to community health and wellness. Research indicates that when stakeholders are engaged in the planning process, evidence-based design best practices are implemented with the built environment, and supplemental programming is offered to further enhance user experiences, then positive outcomes occur.

PlayCore's Center for Outreach, Research, and Education (CORE) leads the National Demonstration Site Network as an important initiative to raise national awareness, recognize projects of excellence, and help communities demonstrate the positive impact they have on community vitality. National Demonstration Sites receive on-site signage, marketing tools, and one-of-a-kind data services, including site-specific reports to provide a comprehensive view of the outcomes your site contributes to the community.

7 Principles of Inclusive Playground Design Best Practice Implementation:

- Address local priorities, create awareness, and enlist community partners that share your mission and goals.
- Provide a developmentally robust and balanced assortment of playground activities that meet the diverse physical, social-emotional, sensory, cognitive, and communicative needs of all children, including those with disabilities.
- Apply the 7 Principles of Inclusive Playground Design® to the overall environmental design.
- Offer programming, activities, special events, and/or other initiatives to further create awareness and foster friendships.

JOIN THE NETWORK: [PLAYCORE.COM/nds](https://www.playcore.com/nds)

PLAYCORE
Building communities through play & recreation

NATIONAL DEMONSTRATION SITE NETWORK



YOUTH PHYSICAL ACTIVITY



High-quality outdoor play and recreation environments are essential to community health and wellness. Research indicates that when stakeholders are engaged in the planning process, evidence-based design best practices are implemented with the built environment, and supplemental programming is offered to further enhance user experiences, then positive outcomes occur.

Intentionally aligning to National Demonstration Site design criteria ensures that your community can maximize the value of your investment by implementing scholarly best practice research to activate play and recreation destinations. With evidence-based best practices to design and implement high-quality play and recreation environments, National Demonstration Sites receive recognition, demonstrate impact through data services, and site-specific reports to share and showcase the impact on community health and wellness benefits.

Play On! Best Practice Implementation:

- Incorporate six key elements of play that promote physical activity – balancing, brachiating, climbing, spinning, sliding, and swinging.
- Provide a developmentally appropriate progression of skill opportunities through beginning, intermediate, and advanced levels of challenge.
- Design the layout of the space to encourage movement through running, chasing, and exploring.
- Program the environment utilizing Play On! learning activities and additional loose parts to encourage active play and social interaction.

JOIN THE NETWORK: [PLAYCORE.COM/NDS](https://playcore.com/nds)

PLAYCORE
Building communities through play & recreation™

Methodology

Budget and estimating- Cunningham Receptions approach to completing tasks on time, within budget and with accurate cost estimates begins on the very front end of the project with site visits and analysis. Local representation visits the site and accurately field measures with digital GPS measuring device. Our office staff will verify field measurements with Google Earth and then we can start the design. Site visits are done not only for accurate footprint measurements, but we also look for potential issues like: site access, drainage issues, elevation changes, drip lines from trees, we mark utilities ahead of installation, photos sent to actual installer so we are all on the same page.

Communication- Cunningham internal communications is handled with a sophisticated project management platform called Asana. This is an online/real time task driven platform that keeps the entire Cunningham team up to date on the project from initial design, budget, quotes, order entry and delivery of shipment. Internally we can have up to 5-6 associates involved in a project at any given time. Our Asana platform allows visibility to everyone involved in the project so we all know what stage it is in. We assign task through this platform with deadlines etc. Your sales representative will be your only point of contact from beginning to end, other Cunningham staff are available but we are set up for our customers to have a single point of contact for ease of doing business and consistency.

Above and beyond-Service, service, service. We mention service as you are going to have the product for approximately 20 years; vandalism, wear and tear are all things that will happen, we are able to get parts for repairs efficiently so you can keep the park open. We are only a phone call and 10 minutes away. Gametime and Cunningham Recreation are the best partners in the business from consistency and professionalism.

Management Plan

Your sales associate, Brian Raynal, Certified with the National Recreation and Park Association as a Certified Playground Safety Inspector, will work closely with you and our installer to ensure a smooth order-through-installation process. Our main goal is to meet or exceed customer expectations. To do so, we strive for professionalism, a high standard of workmanship, and integrity. To meet the objectives and all our customers' needs, we begin by placing qualified and ethical professionals on site:

Installation Team Lead: RJR Enterprises – Larry Brown

- Schedules installers on a daily basis
- Manages installers
- Responsible for quality inspections
- Responsible for Project completion in a timely manner
- Knowledge of rules and regulations pertaining to playground installations
- Ability to operate a skid steer
- Responsible for job site safety and security
- Responsible for vehicle and tool upkeep
- Responsible for the safety of themselves and others

Installation Team

- Report to Lead Installer
- Responsible for job site cleanliness and professionalism
- Basic mechanical and laborer
- Responsible for the safety of themselves and others

This crew will set forth milestones and will review the success of each milestone as it is reached before moving onto the following milestone. The main goal during this process is to maintain communication among everyone involved. To do so, we implement the following meetings/reviews:

- Pre-Construction meeting
- Construction begins
- Daily Toolbox meetings
- Weekly meetings
- Final Completion
- Post Construction Review

We want to ensure that all work meets or exceeds the specifications of the contract. The Lead Installer and will do a walk through and inspection at completion of the project and verify that all playground equipment was installed according to manufacturer's guidelines and meets ASTM and CPSC standards. He will also ensure that the final product of installation of play equipment and surfacing meets this Management Plan's goals and, most importantly, is satisfactory to the customer.

ESTIMATED CONSTRUCTION SCHEDULE

- Intent to Award Issued by customer
- Contract & Notice to Proceed Issued
- Contract Review & Color Selections 2-3 Business Days
 - o *Manufacturing begins after contracts are fully executed and color selections are confirmed. Equipment lead time from start of manufacturing is currently 8-10 weeks.*

Pre-construction meeting with playground installation team required prior to site prep completion.

- Site prep (Excavation, Grading, Dirt Work, Building Pad) 2-3 Business Days
- Playground Equipment Installation 2 Weeks
- Installation of Poured in Place (Includes Curing Time) 12-14 Days

**All dates are weather permitting. Our recommended construction schedule for the playground equipment and surfacing installation scope of work is at least 6 weeks, to allow for equipment delivery as well as subbase prep and proper curing of the poured in place rubber.*

REFERENCES

EXHIBIT C

REFERENCES Playcore Wisconsin, Inc. DBA GameTime c/o Cunningham Recreation
Company Name (Proposer/Contractor)

References for three municipalities:

1. Reference Name: Montgomery County Parks and Recreation
Municipality Name: Montgomery County Parks and Recreation
Contact Name: Sally Reed, Director of Parks and Recreation
Address: PO Box 368, Clarksville, TN 37041
Phone: (931) 684-5732 Email: screed@mcgtn.net

2. Reference Name: City of Jackson
Municipality Name: City of Jackson
Contact Name: Christi David
Address: 180 Conalco Drive, Jackson, TN 38301
Phone: (731) 224-6026 Email: cdavid@jacksontn.gov

3. Reference Name: City of Germantown
Municipality Name: City of Germantown
Contact Name: Natalie Ruffin
Address: 7700 Southern Ave, Germantown, TN 38138
Phone: (901) 757-7205 Email: nruffin@germantown-tn.gov

Note: This Qualifications & References sheet must be returned with the Proposal.

SIGNATURE PROJECTS



Evans Park – Spring Hill, TN

This project features our unique Primetime Odyssey structure with spinning and swinging freestanding areas. The 5-12 structure is the focus of the park but many of the accents include flower and butterfly themed music pieces, gadget panels, and a shaded mushroom area. Evans Park was designed using the 7 Principles of Inclusion and is a GameTime/CORE National Demonstration Site.

Total Cost: \$200,000

X

Beech Street Playground – Clarksville, TN

This project features our Powerscape Modular Structure for ages 2-5 and 5-12, and our VistaArc Dome with climbing nets. The swing area features our Expression Swing that allows for face-to-face fun while swinging. The playground is covered in turf surfacing providing children with a safe area to play on.

Total Cost: \$230,000



Northwest Nashville YMCA – Nashville, TN

This project features a fully inclusive ramped unit, swing area, hill slide, Poured in Place rubber surfacing and other inclusive features such as a Sensory Dome, Rock n Raft, Inclusive Whirl, Expression Swings, and more.

Total Cost: \$860,000



BID DOCUMENTS

800-438-2780 | cunninghamrec.com

Inclusive Playground
RFP: FY2026-09-008
DUE: October 3, 2025, 2:00 PM

EXHIBIT B

DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT

Comes, Clint Whiteside for and on
(Printed name of ~~Principal Officer~~ of Company)
Authorized Signer
behalf of PlayCore Wisconsin, Inc. DBA GameTime,
(The "Company") and makes oath that:

(A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the City of Bartlett; and

(B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the City of Bartlett.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.



Signature (Principal Officer)

Director of Sales Administration

Title:

Sworn to and subscribed before me, a Notary Public, this 9th day of
October, 2025.


Notary Public

My Commission Expires: 01/30/2028

Inclusive Playground
RFP: FY2026-09-008
DUE: October 3, 2025, 2:00 PM

EXHIBIT D
PUBLIC ACTS 109
PUBLIC ACTS 2017, CHAPTER 817

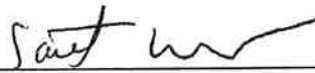
“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created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

Full text of Public Acts of 2017, Chapter 817 can be found on the Tennessee Secretary of State’s website: <http://tnsos.org/acts/PublicActs.109.php>

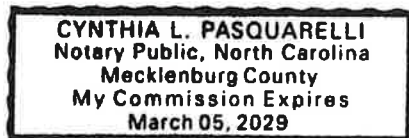
Playcore Wisconsin, Inc. DBA GameTime c/o Cunningham Recreation

Company Name (Proposer/Contractor/Proposer)


Print Name Scott Cunningham

Signed 

Title President



Subscribed and sworn before me this 22 day of October, 2025.

Signed  Print Name Cynthia Pasquarelli

Title Book Keeper

My commission expires: March 5, 2029.

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

EXHIBIT E

PUBLIC ACTS 775

(Boycott of Israel Act)

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

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

Print Name Clint Whiteside

Signed 

Title Director of Sales Administration

Subscribed and sworn before me this 9th day of October,
2025



Signed  Print Name Stacey Title Contract Administrator
Grupenhagen

My commission expires: January 30, 2028.

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



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
RECREATION EDUCATIONAL SERVICES

WR Snodgrass TN Tower, 312 Rosa L. Parks Avenue, 2nd Floor, Nashville, TN 37243
PH: 615-532-0748 FAX: 615-532-0732

**CERTIFICATION OF CONTRACTOR
REGARDING CONFLICTS OF INTEREST,
LOBBYING, NONDISCRIMINATION, PUBLIC ACCOUNTABILITY,
AND PUBLIC NOTICE**

This certification is required by the agency that has funded, in part, by: (check one)

Local Park & Recreation Fund (LPRF) Land & Water Conservation Fund (LWCF)

Recreation Trail Program (RTP) Other _____

PlayCore Wisconsin, Inc.

The Contractor, DBA GameTime, by signing and submitting this Certification, acknowledges the following: This Certification will be incorporated into the Agreement executed between: City of Bartlett (the Grantee) and the Contractor.

By signing and submitting this Certification, the Contractor certifies that neither it, its principals nor affiliates has violated the following:

1. **Conflicts of Interest:** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
2. **Lobbying:** The Grantee certifies to the best of its knowledge and belief that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

3. **Nondiscrimination:** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color,

religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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

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

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

5. **Public Notice:** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
6. **Records:** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

Grantee's Authorized Representative:
(USUALLY MAYOR)

Signature

Print Name

Title

Date

CONTRACTOR: PlayCore Wisconsin, Inc. DBA GameTime



Signature

Clint Whiteside

Print Name

Director of Sales Administration

Title

October 9, 2025

Date

IPEMA CERTIFICATE

800-438-2780 | cunninghamrec.com



IPEMA ASTM F3351-19E1 CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 22, 2025
Requested By: Tiffany Vaughn
Project: Shadowlawn Park

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD American uses this test method to determine the shock absorption properties of a playground surface at a specific impact height in order to evaluate a particular playground surfacing system using the g-max and HIC values described in Specification F1292.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F-3351-19e1.

TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F3351-19e1 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
PM12	Kappen PlayMat		12" / 12'	Kappen Mulch



IPEMA ASTM F1292-22 CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 22, 2025
Requested By: Tiffany Vaughn
Project: Shadowlawn Park

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD American validates a manufacturer’s certification of conformance to ASTM F-1292-22 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of a Playground.

The manufacturers listed below have received written validation from TÜV SÜD America that the products listed conform with the requirements of ASTM F1292-22.

TÜV SÜD America validates that the impact attenuating performance criterion specified by ASTM F1292-22 has been met or exceeded.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
PM12	Kappen PlayMat		12" / 12'	Kappen Mulch



IPEMA ASTM F1487-21 CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 22, 2025
Requested By: Tiffany Vaughn
Project: Shadowlawn Park

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1487-21 (excluding sections 7.1.1, 10, 11.2, 11.3, 13.1.1, 13.1.2, 13.2, and 13.3) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F1487-21 (excluding sections 7.1.1, 10, 11.2, 11.3, 13.1.1, 13.1.2, 13.2, and 13.3).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
8552	Zero G Chair (3-1/2" Galv. Chain)	Gt event	GameTime
62327	Wave Climber 80"	Duramax	Play & Park Structures
62320	Wave Climber 48"	Duramax	Play & Park Structures
90024	Transfer System With Barrier 4'	Powerscape	GameTime
8068776	Top roof hexagonal HPL wood	UniPlay	HAGS Aneby AB
		Components	
81688	THERAPEUTIC RINGS	Powerscape	GameTime
81675	TALK TUBE, GROUND ACCESS	Powerscape	GameTime
81769	Talk Tube Attachment (Ground Level)	Powerscape	GameTime
12583	Swing Frame, P/T	Gt event	GameTime
90634	Stego Climber 6' & 6'6"	Powerscape	GameTime
8013946	Steel post 1,47m	UniMini	HAGS Aneby AB
		Components	
ZZUN4678	Slide & Solve Insert	All	Playworld Systems
3274	Sensory Wave Seat	Gt event	GameTime
3929	Sensory Mirrors 12" Domed Mirror Two Sided	Gt event	GameTime
81680	SEAT, SINGLE	Powerscape	GameTime
90507	Rumble & Roll Zip Slide, 2'6" - 3'-0"	Powerscape	GameTime
91471	Ramp Attachment 11 Sensory Wave 1'	Powerscape	GameTime
3946	Rain 20"	Gt event	GameTime
5152	PrimeTime Solo Swing Add-A-Bay	Gt event	GameTime
8045128	Post wood 3,13m	UniPlay	HAGS Aneby AB
		Components	
6233	Pod 2'	Gt event	GameTime
6232	Pod 1'	Gt event	GameTime
16701	PLATFORM, TRIANGULAR, ACCESSIBLE	Powerscape	GameTime
16700	PLATFORM, SQUARE, ACCESSIBLE	Powerscape	GameTime
200203274	PB 72" QUANTUM II SLIDE	Play Builder	Playpower LT Farmington, Inc.- formerly Little Tikes Commercial
CP416700	PANEL 1082 SLIDE DOU HIGH	CP - modules	KOMPAN A/S
CP216700	Panel 1082	CP - modules	KOMPAN A/S
91934	Offset Entryway (Versa)	Powerscape	GameTime



IPEMA ASTM F1487-21 CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 22, 2025

Requested By: Tiffany Vaughn

Project: Shadowlawn Park

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
18910	Odyssey Pod Extension Deck	Primetime	GameTime
91684	Modern Access Attachment 1'-0" Deck	Powerscape	GameTime
4959	MAZE WHEEL	Gt event	GameTime
91977	Ludo Game Panel	Powerscape	GameTime
M63274	Labyrinth w. 4 rooms	Moments - play frames	KOMPAN A/S
ZZUN6299	Infinet Post W/ Cap for 96in Net	All	Playworld Systems
6299	Inclusive See Saw	Gt event	GameTime
8090176	HPL barrier windmill spinner 0,67m steel	UniPlay Components	HAGS Aneby AB
8068728	HPL barrier water theme 0,69m steel	UniPlay Components	HAGS Aneby AB
8068733	HPL barrier water theme 0,69m steel	UniPlay Components	HAGS Aneby AB
8068730	HPL barrier water theme 0,38m steel	UniPlay Components	HAGS Aneby AB
4676	Harmonic Chimes (Set of 3)	Gt event	GameTime
80687	Handhold Kick Plate Package	Powerscape	GameTime
81669	Hand Cycler	Powerscape	GameTime
81666	Fun Seat	Powerscape	GameTime
ZZUN4676	Four-The-Win-Insert	All	Playworld Systems
5128	Expression Swing 3.5" O.D. X 8' Toprail	Gt event	GameTime
91931	Entryway (Versa)	Powerscape	GameTime
4962	Echo Chamber	Gt event	GameTime
91548	DUNUN DRUM PANEL	Powerscape	GameTime
62338	Deck To Deck Stairs 3' 4"	Duramax	Play & Park Structures
62337	Deck To Deck Stairs 2' 8"	Duramax	Play & Park Structures
62336	Deck To Deck Stairs 2'	Duramax	Play & Park Structures
62335	Deck To Deck Stairs 1' 4"	Duramax	Play & Park Structures
4678	Concert Duo	Gt event	GameTime
91805	Communication Panel	Powerscape	GameTime
62321	Climbing Arc 8'	Duramax	Play & Park Structures
62322	Climbing Arc 7' 4"	Duramax	Play & Park Structures
62326	Climbing Arc 6' 8"	Duramax	Play & Park Structures
62323	Climbing Arc 6'	Duramax	Play & Park Structures
62324	Climbing Arc 5' 4"	Duramax	Play & Park Structures
62325	Climbing Arc 4'	Duramax	Play & Park Structures
200034678	Climber, Curved Climbing Wall w/ sgl right enclosure	Kid Builder	Playpower LT Farmington, Inc.- formerly Little Tikes Commercial
91648	Circle Climb 2' Thru 4'	Powerscape	GameTime
90188	CALABAZO	Powerscape	GameTime
8910	BELT SWING SEAT PACKAGE	Gt event	GameTime



IPEMA ASTM F1487-21 CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 22, 2025
Requested By: Tiffany Vaughn
Project: Shadowlawn Park

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
SS8910	Belt Swing Seat Package	Gt event	GameTime
8081675	Barrier broken wall w/ window 0,74m steel	UniMini Components	HAGS Aneby AB
8081666	Barrier broken wall 0,74m steel	UniMini Components	HAGS Aneby AB
90270000	BAM	Greenville	Berliner Seilfabrik GmbH & Co.
18827	Arch Swing (Add-A-Bay)	Gt event	GameTime
4959-20/50/60/70/71/80-US	Adventure Bridge Series	Adventure Bridge Series	Huck Seiltechnik GmbH
16465	ADA Slide Transfer Platform	Powerscape	GameTime
90176	ADA Crow's Nest W/ Gizmo Panel	Powerscape	GameTime
90178	ADA Crow's Nest (Telescope)	Powerscape	GameTime
90674	Accessible Ramp Link 1'6" & 2'	Powerscape	GameTime
95152	5'-6" Straight Wilderslide W/ Everybody Plays Slide and Go	Powerscape	GameTime
90884	360 SPIRAL SLIDE WITH ROTO HOOD 6'-0"	Powerscape	GameTime
91858	10' Umbrella Canopy 1' thru 6' Deck	Powerscape	GameTime



IPEMA ASTM F2075-20 CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 22, 2025
Requested By: Tiffany Vaughn
Project: Shadowlawn Park

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F2075-20 Standard Specification For Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of ASTM F2075-20.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	THK/HT	MANUFACTURER
PM12	Kappen PlayMat		12" / 12'	Kappen Mulch



IPEMA CSA Z614:20 UPDATE NO. 1 CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 22, 2025

Requested By: Tiffany Vaughn

Project: Shadowlawn Park

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to CSA Z614:20 Update No. 1 (excluding clauses 10 and 11) Children's Playspaces and Equipment.

The manufacturer listed below has received written validation from TÜV SÜD America that the product(s) listed conform with the requirements of CSA Z614:20 Update No. 1 (excluding clauses 10 and 11).

This certificate is invalid if any component or part is replaced, unless purchased from the original manufacturer and assembled in accordance with the original equipment manufacturer's instructions. Check with the manufacturer to determine the validity of the certification of the product(s) listed prior to using this certificate for proof of certification.

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
C8552	ZERO-G CHAIR(CSA)3 1/2"O.D.X 8'TOPRAIL.(GALV.CHAIN)	Gt event	GameTime
62327	Wave Climber 80"	Duramax	Play & Park Structures
62320	Wave Climber 48"	Duramax	Play & Park Structures
90024	Transfer System With Barrier 4'	Powerscape	GameTime
8068776	Top roof hexagonal HPL wood	UniPlay Components	HAGS Aneby AB
81688	THERAPEUTIC RINGS	Powerscape	GameTime
81675	TALK TUBE, GROUND ACCESS	Powerscape	GameTime
81769	Talk Tube Attachment (Ground Level)	Powerscape	GameTime
12583	Swing Frame, P/T	Gt event	GameTime
90634	Stego Climber 6' & 6'6"	Powerscape	GameTime
8013946	Steel post 1,47m	UniMini Components	HAGS Aneby AB
ZZUN4678	Slide & Solve Insert	All	Playworld Systems
3274	Sensory Wave Seat	Gt event	GameTime
3929	Sensory Mirrors 12" Domed Mirror Two Sided	Gt event	GameTime
81680	SEAT, SINGLE	Powerscape	GameTime
90507	Rumble & Roll Zip Slide, 2'6" - 3'-0"	Powerscape	GameTime
91471	Ramp Attachment 11 Sensory Wave 1'	Powerscape	GameTime
3946	Rain 20"	Gt event	GameTime
5152	PrimeTime Solo Swing Add-A-Bay	Gt event	GameTime
8045128	Post wood 3,13m	UniPlay Components	HAGS Aneby AB
6233	Pod 2'	Gt event	GameTime
6232	Pod 1'	Gt event	GameTime
16701	PLATFORM, TRIANGULAR, ACCESSIBLE	Powerscape	GameTime
16700	PLATFORM, SQUARE, ACCESSIBLE	Powerscape	GameTime
200203274	PB 72" QUANTUM II SLIDE	Play Builder	Playpower LT Farmington, Inc.- formerly Little Tikes Commercial
CP416700	PANEL 1082 SLIDE DOU HIGH	CP - modules	KOMPAN A/S
CP216700	Panel 1082	CP - modules	KOMPAN A/S
91934	Offset Entryway (Versa)	Powerscape	GameTime



IPEMA CSA Z614:20 UPDATE NO. 1 CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 22, 2025

Requested By: Tiffany Vaughn

Project: Shadowlawn Park

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
18910	Odyssey Pod Extension Deck	Primetime	GameTime
91684	Modern Access Attachment 1'-0" Deck	Powerscape	GameTime
4959	MAZE WHEEL	Gt event	GameTime
91977	Ludo Game Panel	Powerscape	GameTime
M63274	Labyrinth w. 4 rooms	Moments - play frames	KOMPAN A/S
ZZUN6299	Infinet Post W/ Cap for 96in Net	All	Playworld Systems
6299	Inclusive See Saw	Gt event	GameTime
8090176	HPL barrier windmill spinner 0,67m steel	UniPlay Components	HAGS Aneby AB
8068733	HPL barrier water theme 0,69m steel	UniPlay Components	HAGS Aneby AB
8068728	HPL barrier water theme 0,69m steel	UniPlay Components	HAGS Aneby AB
8068730	HPL barrier water theme 0,38m steel	UniPlay Components	HAGS Aneby AB
4676	Harmonic Chimes (Set of 3)	Gt event	GameTime
80687	Handhold Kick Plate Package	Powerscape	GameTime
81669	Hand Cycler	Powerscape	GameTime
81666	Fun Seat	Powerscape	GameTime
ZZUN4676	Four-The-Win-Insert	All	Playworld Systems
5128	Expression Swing 3.5" O.D. X 8' Toprail	Gt event	GameTime
91931	Entryway (Versa)	Powerscape	GameTime
4962	Echo Chamber	Gt event	GameTime
91548	DUNUN DRUM PANEL	Powerscape	GameTime
62338	Deck To Deck Stairs 3' 4"	Duramax	Play & Park Structures
62337	Deck To Deck Stairs 2' 8"	Duramax	Play & Park Structures
62336	Deck To Deck Stairs 2'	Duramax	Play & Park Structures
62335	Deck To Deck Stairs 1' 4"	Duramax	Play & Park Structures
4678	Concert Duo	Gt event	GameTime
91805	Communication Panel	Powerscape	GameTime
62321	Climbing Arc 8'	Duramax	Play & Park Structures
62322	Climbing Arc 7' 4"	Duramax	Play & Park Structures
62326	Climbing Arc 6' 8"	Duramax	Play & Park Structures
62323	Climbing Arc 6'	Duramax	Play & Park Structures
62324	Climbing Arc 5' 4"	Duramax	Play & Park Structures
62325	Climbing Arc 4'	Duramax	Play & Park Structures
200034678	Climber, Curved Climbing Wall w/ sgl right enclosure	Kid Builder	Playpower LT Farmington, Inc.- formerly Little Tikes Commercial
91648	Circle Climb 2' Thru 4'	Powerscape	GameTime
90188	CALABAZO	Powerscape	GameTime
8910	BELT SWING SEAT PACKAGE	Gt event	GameTime



IPEMA CSA Z614:20 UPDATE NO. 1 CERTIFICATE OF COMPLIANCE

ISSUE DATE: October 22, 2025
Requested By: Tiffany Vaughn
Project: Shadowlawn Park

MODEL #	COMMERCIAL NAME OF PRODUCT	PRODUCT LINE	MANUFACTURER
SS8910	Belt Swing Seat Package	Gt event	GameTime
8081675	Barrier broken wall w/ window 0,74m steel	UniMini Components	HAGS Aneby AB
8081666	Barrier broken wall 0,74m steel	UniMini Components	HAGS Aneby AB
18827	Arch Swing (Add-A-Bay)	Gt event	GameTime
4959-20/50/60/70/71/80-US	Adventure Bridge Series	Adventure Bridge Series	Huck Seiltechnik GmbH
16465	ADA Slide Transfer Platform	Powerscape	GameTime
90176	ADA Crow's Nest W/ Gizmo Panel	Powerscape	GameTime
90178	ADA Crow's Nest (Telescope)	Powerscape	GameTime
90674	Accessible Ramp Link 1'6" & 2'	Powerscape	GameTime
95152	5'-6" Straight Wilderslide W/ Everybody Plays Slide and Go	Powerscape	GameTime
90884	360 SPIRAL SLIDE WITH ROTO HOOD 6'-0"	Powerscape	GameTime
91858	10' Umbrella Canopy 1' thru 6' Deck	Powerscape	GameTime



IPEMA CSA Z614:20 UPDATE NO. 1 CERTIFICAT DE CONFORMITÉ

Date de Délivrance Initiale: octobre 22, 2025

Demandé par: Tiffany Vaughn

Nom du parc: Shadowlawn Park

Dans l'intérêt de la sécurité au terrain de jeu, IPEMA offre une certification par une tierce partie et TÜV SÜD America valide une certification par le fabricant de la conformité à la norme CSA Z614:20 Update No. 1 (excluant les articles 10, 11) les enfants les espaces de jeu et du matériel.

Le fabricant ci-dessous a reçu la validation de la part de TÜV SÜD America que les produits énumérés ci-dessous sont conformes aux exigences de la norme CSA Z614:20 Update No. 1 (excluant les articles 10, 11).

Ce certificat n'est pas valide si un composant ou une pièce est remplacé, à moins que le composant soit acheté du fabricant d'origine et assemblé conformément aux instructions du fabricant de l'équipement. Vérifiez auprès du fabricant pour déterminer la validité de la certification du (des) produit(s) indiqué(s) avant d'utiliser ce certificat pour la preuve de la certification.

MODÈLE n°	NOM COMMERCIAL DU PRODUIT	LIGNE DE PRODUIT	MANUFACTURIER
C8552	ZERO-G CHAIR(CSA)3 1/2"O.D.X 8'TOPRAIL.(GALV.CHAIN)	Gt event	GameTime
62327	Wave Climber 80"	Duramax	Play & Park Structures
62320	Wave Climber 48"	Duramax	Play & Park Structures
90024	Transfer System With Barrier 4'	Powerscape	GameTime
8068776	Top roof hexagonal HPL wood	UniPlay Components	HAGS Aneby AB
81688	THERAPEUTIC RINGS	Powerscape	GameTime
81675	TALK TUBE, GROUND ACCESS	Powerscape	GameTime
81769	Talk Tube Attachment (Ground Level)	Powerscape	GameTime
12583	Swing Frame, P/T	Gt event	GameTime
90634	Stego Climber 6' & 6'6"	Powerscape	GameTime
8013946	Steel post 1,47m	UniMini Components	HAGS Aneby AB
ZZUN4678	Slide & Solve Insert	All	Playworld Systems
3274	Sensory Wave Seat	Gt event	GameTime
3929	Sensory Mirrors 12" Domed Mirror Two Sided	Gt event	GameTime
81680	SEAT, SINGLE	Powerscape	GameTime
90507	Rumble & Roll Zip Slide, 2'6" - 3'-0"	Powerscape	GameTime
91471	Ramp Attachment 11 Sensory Wave 1'	Powerscape	GameTime
3946	Rain 20"	Gt event	GameTime
5152	PrimeTime Solo Swing Add-A-Bay	Gt event	GameTime
8045128	Post wood 3,13m	UniPlay Components	HAGS Aneby AB
6233	Pod 2'	Gt event	GameTime
6232	Pod 1'	Gt event	GameTime
16701	PLATFORM, TRIANGULAR, ACCESSIBLE	Powerscape	GameTime
16700	PLATFORM, SQUARE, ACCESSIBLE	Powerscape	GameTime
200203274	PB 72" QUANTUM II SLIDE	Play Builder	Playpower LT Farmington, Inc.- formerly Little Tikes Commercial
CP416700	PANEL 1082 SLIDE DOU HIGH	CP - modules	KOMPAN A/S
CP216700	Panel 1082	CP - modules	KOMPAN A/S
91934	Offset Entryway (Versa)	Powerscape	GameTime
18910	Odyssey Pod Extension Deck	Primetime	GameTime



IPEMA CSA Z614:20 UPDATE NO. 1 CERTIFICAT DE CONFORMITÉ

Date de Délivrance Initiale: octobre 22, 2025

Demandé par: Tiffany Vaughn

Nom du parc: Shadowlawn Park

MODÈLE n° NOM COMMERCIAL DU PRODUIT LIGNE DE PRODUIT MANUFACTURIER

91684	Modern Access Attachment 1'-0" Deck	Powerscape	GameTime
4959	MAZE WHEEL	Gt event	GameTime
91977	Ludo Game Panel	Powerscape	GameTime
M63274	Labyrinth w. 4 rooms	Moments - play frames	KOMPAN A/S
ZZUN6299	Infinet Post W/ Cap for 96in Net	All	Playworld Systems
6299	Inclusive See Saw	Gt event	GameTime
8090176	HPL barrier windmill spinner 0,67m steel	UniPlay Components	HAGS Aneby AB
8068733	HPL barrier water theme 0,69m steel	UniPlay Components	HAGS Aneby AB
8068728	HPL barrier water theme 0,69m steel	UniPlay Components	HAGS Aneby AB
8068730	HPL barrier water theme 0,38m steel	UniPlay Components	HAGS Aneby AB
4676	Harmonic Chimes (Set of 3)	Gt event	GameTime
80687	Handhold Kick Plate Package	Powerscape	GameTime
81669	Hand Cycler	Powerscape	GameTime
81666	Fun Seat	Powerscape	GameTime
ZZUN4676	Four-The-Win-Insert	All	Playworld Systems
5128	Expression Swing 3.5" O.D. X 8' Toprail	Gt event	GameTime
91931	Entryway (Versa)	Powerscape	GameTime
4962	Echo Chamber	Gt event	GameTime
91548	METALLOPHONE PANEL (BELOW DECK)	Powerscape	GameTime
62338	Deck To Deck Stairs 3' 4"	Duramax	Play & Park Structures
62337	Deck To Deck Stairs 2' 8"	Duramax	Play & Park Structures
62336	Deck To Deck Stairs 2'	Duramax	Play & Park Structures
62335	Deck To Deck Stairs 1' 4"	Duramax	Play & Park Structures
4678	Concert Duo	Gt event	GameTime
91805	Communication Panel	Powerscape	GameTime
62321	Climbing Arc 8'	Duramax	Play & Park Structures
62322	Climbing Arc 7' 4"	Duramax	Play & Park Structures
62326	Climbing Arc 6' 8"	Duramax	Play & Park Structures
62323	Climbing Arc 6'	Duramax	Play & Park Structures
62324	Climbing Arc 5' 4"	Duramax	Play & Park Structures
62325	Climbing Arc 4'	Duramax	Play & Park Structures
200034678	Climber, Curved Climbing Wall w/ sgl right enclosure	Kid Builder	Playpower LT Farmington, Inc.- formerly Little Tikes Commercial
91648	Circle Climb 2' Thru 4'	Powerscape	GameTime
90188	CALABAZO	Powerscape	GameTime
8910	BELT SWING SEAT PACKAGE	Gt event	GameTime



IPEMA CSA Z614:20 UPDATE NO. 1 CERTIFICAT DE CONFORMITÉ

Date de Délivrance Initiale: octobre 22, 2025

Demandé par: Tiffany Vaughn

Nom du parc: Shadowlawn Park

MODÈLE n°	NOM COMMERCIAL DU PRODUIT	LIGNE DE PRODUIT MANUFACTURIER	
SS8910	Belt Swing Seat Package	Gt event	GameTime
8081675	Barrier broken wall w/ window 0,74m steel	UniMini Components	HAGS Aneby AB
8081666	Barrier broken wall 0,74m steel	UniMini Components	HAGS Aneby AB
18827	Arch Swing (Add-A-Bay)	Gt event	GameTime
4959-20/50/60/70/71/80-US	Adventure Bridge Series	Adventure Bridge Series	Huck Seiltechnik GmbH
16465	ADA Slide Transfer Platform	Powerscape	GameTime
90176	ADA Crow's Nest W/ Gizmo Panel	Powerscape	GameTime
90178	ADA Crow's Nest (Telescope)	Powerscape	GameTime
90674	Accessible Ramp Link 1'6" & 2'	Powerscape	GameTime
95152	5'-6" Straight Wilderslide W/ Everybody Plays Slide and Go	Powerscape	GameTime
90884	360 SPIRAL SLIDE WITH ROTO HOOD 6'-0"	Powerscape	GameTime
91858	10' Umbrella Canopy 1' thru 6' Deck	Powerscape	GameTime

COMPLIANCE / WARRANTY / INSURANCE

800-438-2780 | cunninghamrec.com



Camille M. Cruz

Marsh USA Inc.
1560 Sawgrass Corporate Pkwy.
Suite 300
Sunrise, FL 33323
+1 954 838 3432
camille.cruz@marsh.com
www.marsh.com

February 9th, 2023

Re: PlayCore Wisconsin, Inc. dba GameTime

To Whom it May Concern:

Atlantic Specialty Insurance Company, a corporation under the laws of the State of New York, with an office and place of business at 605 Highway 169 North, Suite 800, Plymouth, MN 55441, represents PlayCore Wisconsin, Inc. dba GameTime for surety bonding needs.

At the present time, PlayCore Wisconsin, Inc. dba GameTime is in a position to consider single projects up to \$5,000,000 within an aggregate limit of \$40,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of PlayCore Wisconsin, Inc. dba GameTime. At the request of PlayCore Wisconsin, Inc. dba GameTime, Atlantic Specialty Insurance Company will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between PlayCore Wisconsin, Inc. dba GameTime and Atlantic Specialty Insurance Company, and will be subject to Atlantic Specialty Insurance Company's standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing. Atlantic Specialty Insurance Company assumes no liability to PlayCore Wisconsin, Inc. dba GameTime, third parties or to you if for any reason Atlantic Specialty Insurance Company does not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Camille M. Cruz, Attorney in Fact
Atlantic Specialty Insurance Company
"A+" by A. M. Best Financial Size Category XV (\$2 Billion or greater)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Camille M. Cruz**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

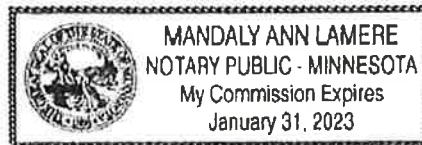
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.



By 
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 9th day of February, 2021

This Power of Attorney expires
January 31, 2023




Christopher V. Jerry, Secretary

WARRANTY

GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, "lifetime" encompasses no specific term of years, but rather that the Seller warrants to its original customer for as long as the original customer owns the product, and uses the product for its intended purpose, that the product and all its parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScope®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- **Lifetime limited warranty** on Tru-Loc® connections and upright bolt-through connections.
- **Lifetime limited warranty** on all hardware.
- **Twenty-Year limited warranty** on Timber Décor & Timbers recycled plastic lumber.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- **Fifteen-Year limited warranty** on rotationally-molded products.
- **Fifteen-Year limited warranty** on VistaRope™ nylon bearings and ring junction pieces.
- **Ten-Year limited warranty** on GTFit®, THRIVE® and Challenge Course posts & bars.
- **Ten-Year limited warranty** on site furnishings against structural failure.
- **Ten-Year limited warranty** on SunBlox products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Ten-Year limited warranty** on VistaRope™ WeaveTech™ cables.
- **Five-Year limited warranty** on Tuff Forms® structures, including TuffCrete and PolyShield.
- **Five-Year limited warranty** on nylon-covered cable net climbers and components.
- **Five-Year limited warranty** on GT Symphony Freenotes™ Harmony Park components.
- **Five-Year limited warranty** on Super Seats.
- **Five-Year limited warranty** on premature wear of VistaRope cables.
- **Three-Year limited warranty** on EveryBODY Plays® polyurea coated foam & rubber strips.
- **Three-Year limited warranty** on SaddleMates rubber and "C"-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.

COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487- 11, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www.ipema.org.

IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products before bringing them to market. GameTime is the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO 9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



PLAYCORE WISCONSIN, INC

420681

ID NUMBER: 75484
LIC STATUS: ACTIVE
EXPIRATION DATE: November 30, 2026

**BOARD FOR LICENSING CONTRACTORS
CONTRACTOR**

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:DON KING
PLAYCORE WISCONSIN, INC
544 CHESTNUT STREET
CHATTANOOGA, TN 37402

State of Tennessee

420681

**BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
PLAYCORE WISCONSIN, INC**

This is to certify that all requirements of the State of Tennessee have been met.

**ID NUMBER: 75484
LIC STATUS: ACTIVE
EXPIRATION DATE: November 30, 2026
UNLIMITED; BC-B**



**IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE**

Material Color Options

Metal Uprights and Accents



Rotomold Plastic



HDPE Panels



Shade Fabric



VistaRope® Standard



VistaRope® Custom



*Colors for VistaRope products only. All standard GameTime ropes are black.

Site Recycled Lumber



Decks



Special Rock



Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

PROPOSED NEW PLAYGROUND

Shadowlawn Park Bartlett, TN

Design • Build • PLAY!

Color Palette:
Gum Drop



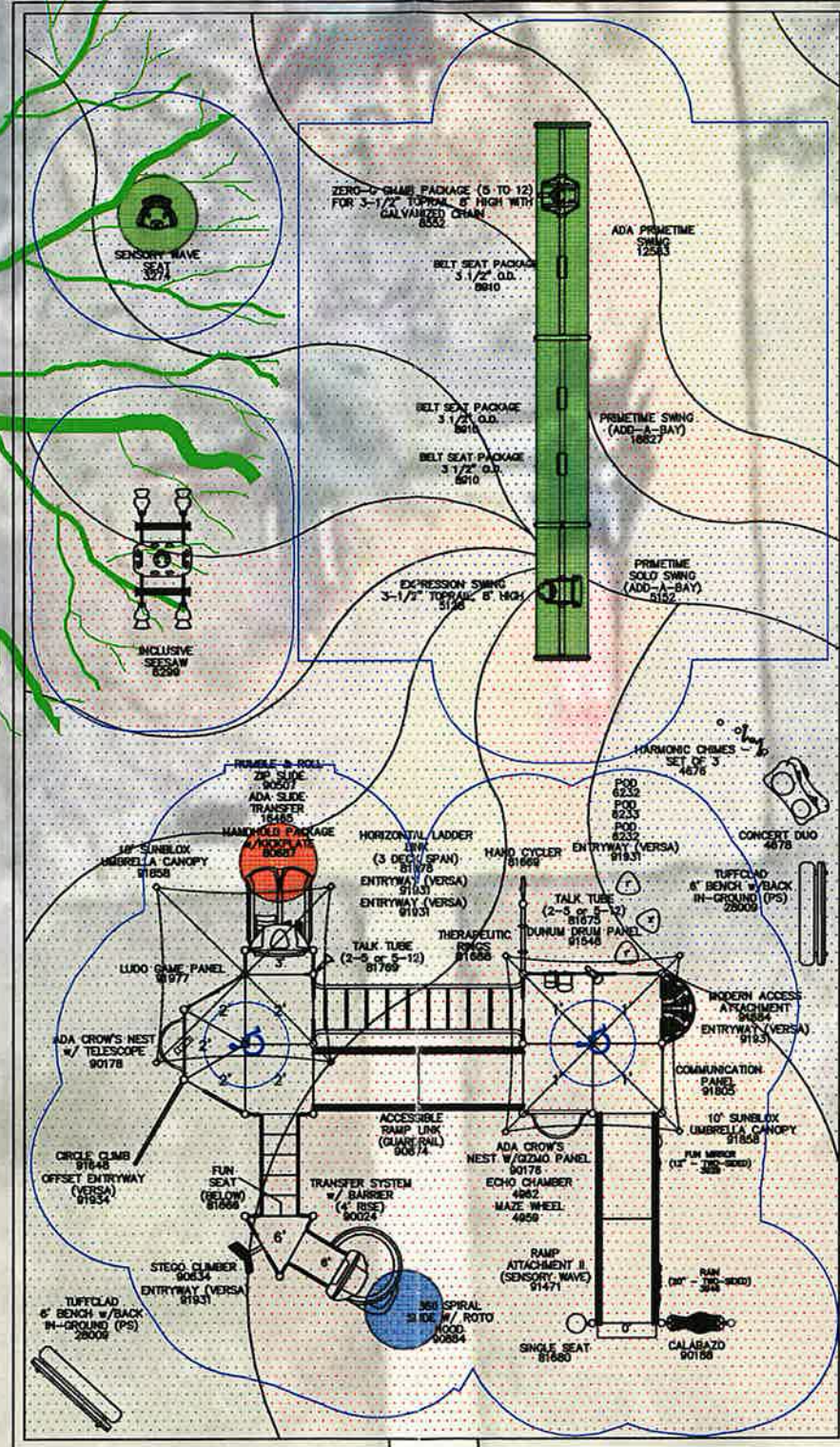
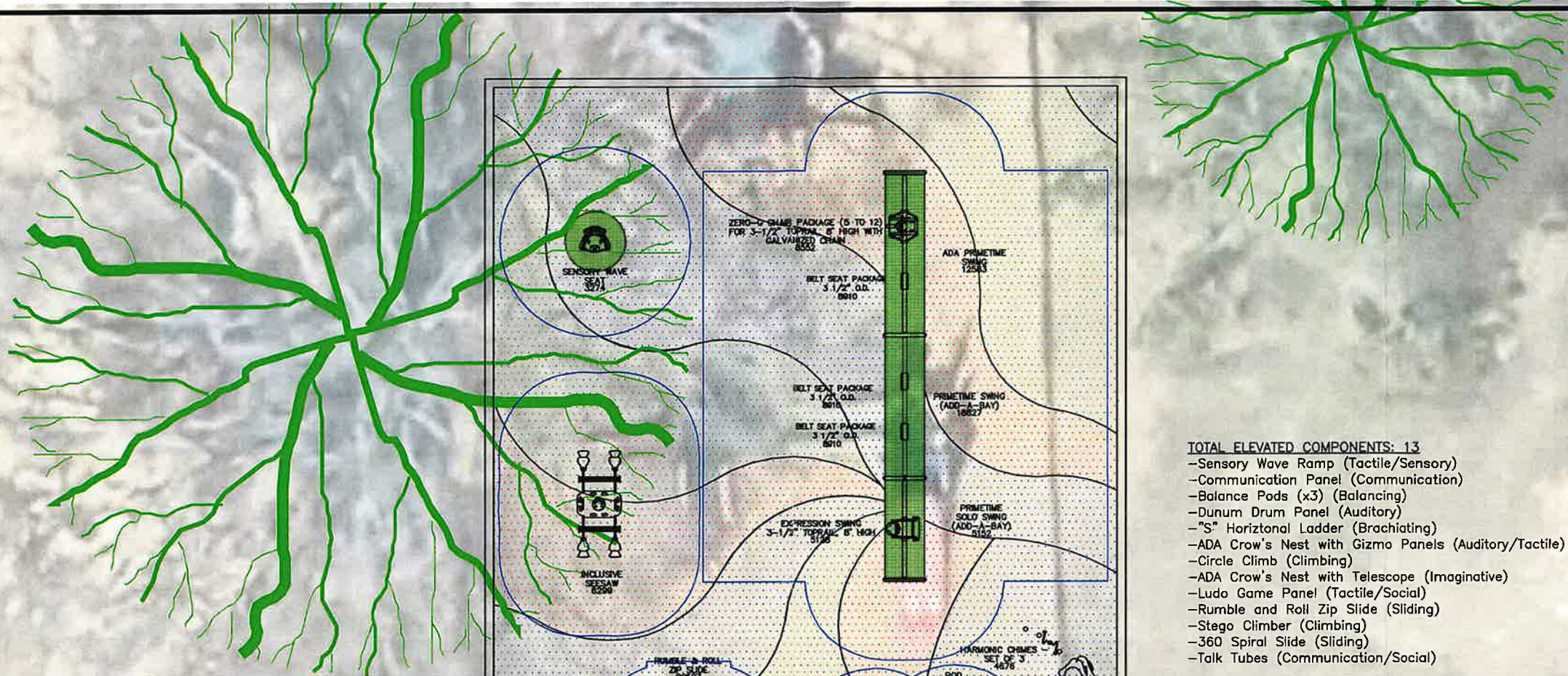
Shadowlawn Park Bartlett, TN

Design • Build • PLAY!



Color Palette:
Gum Drop





- TOTAL ELEVATED COMPONENTS: 13**
- Sensory Wave Ramp (Tactile/Sensory)
 - Communication Panel (Communication)
 - Balance Pods (x3) (Balancing)
 - Dunum Drum Panel (Auditory)
 - "S" Horizontal Ladder (Brachiating)
 - ADA Crow's Nest with Gizmo Panels (Auditory/Tactile)
 - Circle Climb (Climbing)
 - ADA Crow's Nest with Telescope (Imaginative)
 - Ludo Game Panel (Tactile/Social)
 - Rumble and Roll Zip Slide (Sliding)
 - Stego Climber (Climbing)
 - 360 Spiral Slide (Sliding)
 - Talk Tubes (Communication/Social)

ACCESSIBLE BY TRANSFER: 10 REQUIRED: 7

ACCESSIBLE BY TRANSFER: 13 REQUIRED: 7

GROUND LEVEL COMPONENTS: 5 REQUIRED: 4

- Single Seat (Social)
- Calabazo Panel (Auditory)
- Therapeutic Rings (Chinning)
- Hand Cycler (Brachiating)
- Fun Seat (Social/Quiet Place)

TYPES OF GROUND LEVEL: 4 REQUIRED: 3

ADDITIONAL GROUND LEVEL ACTIVITIES: 7

- (5) Swing Seats
- Sensory Wave Seat
- Inclusive See Saw

ADDITIONAL GROUND LEVEL TYPES: 3

- Swinging
- Spinning
- Rocking



SURFACING	
TYPE	PIP
SQ FT	3,972
DEPTH	4.25"
CURBING	
TYPE	CNCRT
LN FT	262
HT	8.25"



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

CITY OF BARTLETT
SHADOWLAWN PARK
BARTLETT, TN
Representative
CUNNINGHAM RECREATION

This play equipment is recommended for children ages 2-5 & 5-12

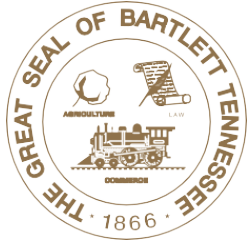
Minimum Area Required:
Scale: 1" = 5'-0"
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
TCV
Date:
04/25/2025
Drawing Name:
175046-01-01

Board of Mayor and Aldermen
January 13, 2026

Item Memo



Consent Summary:

Formal Body:

Attachments:
Nov25FinRprt

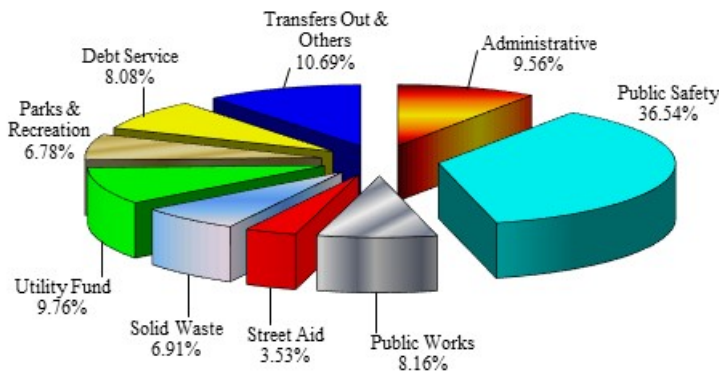


FINANCIAL REPORT

November 30, 2025

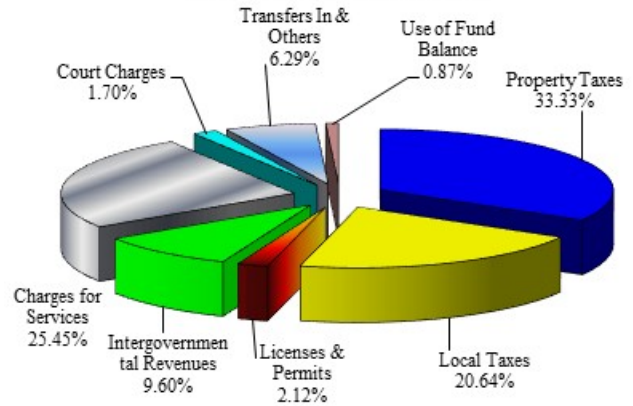
Total Expenditures, FY 2026 Budget: \$111,624,243

WHERE THE \$ GOES
(Does not include School)



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

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



FY 2026 YEAR-TO-DATE
For The Period Ending November 30, 2025

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 9,237,162	\$ 3,502,594
Public Safety	39,915,789	16,436,354
Public Works	8,032,820	3,068,098
Parks and Recreation	6,432,137	2,626,161
Performing Arts	947,427	404,671
Transfers & Other Gen. Fund Items	7,607,940	2,346,019
Subtotal	\$ 72,173,275	\$ 28,383,897
General Fund Revenues		
Property Taxes	\$ 36,900,000	\$ 3,246,759
Local Taxes	17,954,000	4,597,162
Building and Development Fees	2,347,500	849,101
Intergovernmental	8,586,000	2,149,775
Charges for Services	3,578,775	1,391,801
Court Charges	1,607,000	1,030,923
Other Revenue	1,200,000	479,177
Subtotal	\$ 72,173,275	\$ 13,744,698
Special Rev. Funds - Expenditures	\$ 16,404,298	\$ 4,131,884
Special Rev. Funds - Revenues	\$ 16,404,298	\$ 5,851,233
Utility Expenses	\$ 14,534,336	\$ 3,841,296
Utility Revenues	\$ 14,534,336	\$ 5,994,911
Debt Service Expenditures	\$ 8,512,334	\$ 6,537,577
Debt Service Revenues	\$ 8,512,334	\$ 2,182,913
Total Expenditures	\$ 111,624,243	\$ 42,894,655
Total Revenues	\$ 111,624,243	\$ 27,773,756

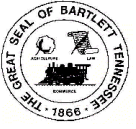
BUDGET HIGHLIGHTS

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

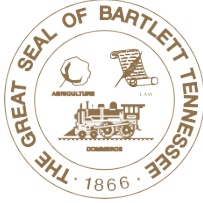
Note: FY 2026 Adopted Budget includes use of fund balance in the Special Revenue Funds and the Utility Fund.



City of Bartlett -- Financial Summary For The Period Ending For The Period Ending November 30, 2025



	FY 2025 Unaudited Actual	FY 2026 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2025	Year-to-Date Actual FY 2026	Increase/ Decrease in \$	Percent of FY 2025 Actual	Percent of FY 2026 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 8,996,278	\$ 9,237,162	\$ 240,884	\$ 3,684,161	\$ 3,502,594	\$ (181,567)	40.95%	37.92%	-3.03%
Public Safety	36,146,969	39,915,789	3,768,820	15,376,050	16,436,354	1,060,304	42.54%	41.18%	-1.36%
Public Works	7,328,791	8,032,820	704,029	3,127,889	3,068,098	(59,791)	42.68%	38.19%	-4.48%
Parks and Recreation	6,152,994	6,432,137	279,143	2,712,016	2,626,161	(85,854)	44.08%	40.83%	-3.25%
Performing Arts	897,534	947,427	49,893	371,915	404,671	32,756	41.44%	42.71%	1.28%
Transfers & Other Gen. Fund Items	5,032,296	7,607,940	2,575,645	2,346,019	2,346,019	0	46.62%	30.84%	-15.78%
Total General Fund Expenditures	\$ 64,554,861	\$ 72,173,275	\$ 7,618,414	\$ 27,618,050	\$ 28,383,897	\$ 765,847	42.78%	39.33%	-3.45%
General Fund Revenues									
Property Taxes	\$ 30,109,599	\$ 36,900,000	\$ 6,790,401	\$ 2,506,163	\$ 3,246,759	\$ 740,596	8.32%	8.80%	0.48%
Local Taxes	17,321,673	17,954,000	632,327	4,608,093	4,597,162	(10,931)	26.60%	25.61%	-1.00%
Building and Development Fees	2,244,221	2,347,500	103,279	871,762	849,101	(22,660)	38.84%	36.17%	-2.67%
Intergovernmental	8,496,867	8,586,000	89,133	2,049,522	2,149,775	100,253	24.12%	25.04%	0.92%
Charges for Services	3,737,759	3,578,775	(158,984)	1,432,728	1,391,801	(40,928)	38.33%	38.89%	0.56%
Court Charges	1,780,092	1,607,000	(173,092)	722,656	1,030,923	308,268	40.60%	64.15%	23.56%
Other Revenue	1,596,381	1,200,000	(396,381)	552,342	479,177	(73,165)	34.60%	39.93%	5.33%
Total General Fund Revenues	\$ 65,286,592	\$ 72,173,275	\$ 6,886,683	\$ 12,743,266	\$ 13,744,698	\$ 1,001,432	19.52%	19.04%	-0.47%
Special Revenue Funds									
Street Aid Fund	\$ 3,350,662	\$ 4,670,000	\$ 1,319,338	\$ 437,700	\$ 410,832	\$ (26,868)	13.06%	8.80%	-4.27%
Solid Waste Fund	7,413,509	8,222,552	809,043	2,976,113	3,037,144	61,031	40.14%	36.94%	-3.21%
General Improvement Fund	837,079	1,346,900	509,821	361,254	457,023	95,769	43.16%	33.93%	-9.22%
Drug Enforcement Fund	193,007	435,500	242,493	100,928	44,152	(56,776)	52.29%	10.14%	-42.15%
DEA Enforcement Fund	44,165	100,800	56,635	17,144	6,703	(10,441)	38.82%	6.65%	-32.17%
Drainage Control Fund	781,382	1,503,546	722,164	62,427	90,028	27,601	7.99%	5.99%	-2.00%
Park Improvement Fund	0	125,000	125,000	0	111,460	111,460	0.00%	0.00%	0.00%
E-Citation Fund	34,689	0	(34,689)	0	0	0	0.00%	0.00%	0.00%
Grant Funds	1,882,459	0	(1,882,459)	(1,472,379)	(25,457)	1,446,923	-78.22%	0.00%	78.22%
Special Revenue Funds - Expenditures	\$ 14,536,953	\$ 16,404,298	\$ 1,867,345	\$ 2,483,186	\$ 4,131,884	\$ 1,648,698	17.08%	25.19%	8.11%
Special Revenue Funds - Revenues	\$ 18,806,158	\$ 16,404,298	\$ (2,401,861)	\$ 4,122,011	\$ 5,851,233	\$ 1,729,222	21.92%	35.67%	13.75%
Utility Fund									
Total Utility Operations	\$ 13,402,647	\$ 13,901,584	\$ 498,937	\$ 3,281,475	\$ 3,343,991	\$ 62,517	24.48%	24.05%	-0.43%
Total Utility Debt Expenses	496,079	632,752	136,673	374,851	497,304	122,453	75.56%	78.59%	3.03%
Total Utility Expenses	\$ 13,898,726	\$ 14,534,336	\$ 635,610	\$ 3,656,326	\$ 3,841,296	\$ 184,970	26.31%	26.43%	0.12%
Total Utility Revenues	\$ 13,392,768	\$ 14,534,336	\$ 1,141,568	\$ 5,779,883	\$ 5,994,911	\$ 215,029	43.16%	41.25%	-1.91%
Debt Service Fund									
Total Debt Service Expenditures	\$ 8,533,195	\$ 8,512,334	\$ (20,861)	\$ 6,856,991	\$ 6,537,577	\$ (319,414)	80.36%	76.80%	-3.56%
Total Debt Service Revenues	\$ 8,433,536	\$ 8,512,334	\$ 78,798	\$ 2,185,993	\$ 2,182,913	\$ (3,080)	25.92%	25.64%	-0.28%
Total Expenditures	\$ 101,523,735	\$ 111,624,243	\$ 10,100,508	\$ 40,614,553	\$ 42,894,655	\$ 2,280,102	40.00%	38.43%	-1.58%
Total Revenues	\$ 105,919,054	\$ 111,624,243	\$ 5,705,188	\$ 24,831,152	\$ 27,773,756	\$ 2,942,603	23.44%	24.88%	1.44%



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

**Meeting: 1/13/2026 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Richard Phebus,
Director of Finance
Initiator:
Sponsors:**

Resolution 01-26

Resolution 01-26, a resolution to amend the Fiscal Year 2026 Grant Fund Budget to appropriate \$1,000,000 for police equipment funded by the State of Tennessee Office of Criminal Justice Programs.

WHEREAS, the State of Tennessee Office of Criminal Justice Grants Programs has submitted a grant contract for \$1,000,000 in funding from its Violent Crime Intervention Fund (VCIF) for the Bartlett Police Department; and

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

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

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that, the Fiscal Year 2026 Grant Fund budget is amended to appropriate \$1,000,000 in revenues and expenditures for the State of Tennessee FY2026 VCIF Law Enforcement grant program for purchasing this much needed equipment as follows:

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
131.30000.33680.02326	TN Criminal Justice Program Grant	\$1,000,000	
131.42100.935.02326	Police Vehicles		\$650,000
131.42100.939.02326	Other Equipment		\$350,000

Adopted this day of January 13, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

MEMORANDUM

TO: Veronica Coleman, Fiscal Director
Office of Business and Finance

FROM: Jennifer Brinkman, Director
Office of Criminal Justice Programs

CC: Daina Moran, Deputy Director
Ronald G. Williams Asst. Director; Quality Assurance
Wendy Heath, Asst. Director; Fiscal

DATE: November 12, 2025

SUBJECT: Distribution of Grant Funds

OCJP respectfully submits the enclosed completed contract under a DGA for processing and entering into Edison.

Grant Award Type: VCIF Zip Code

DGA #:87097 - VCIF(END-6/30/2030)

Authorized Agency: City of Bartlett

Edison ID#:

County Location: 79000

Category #: VCIF Law Enforcement - 92101504

This grant has met all the requirements to receive grant funds as determined by the Office of Criminal Justice Programs, Department of Finance and Administration.

This Grant includes indirect costs: Yes No

This is a VOCA grant that contains a Match Waiver: Yes No

For questions or assistance regarding this contract, please contact Aimee Curley at aimee.curley@tn.gov

STATE AGENCIES ONLY

Match Source (select all that apply)

Cash

In-Kind

Miscellaneous Appropriations

Positions (if applicable)

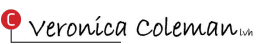
Number of Full-Time: _____

Number of Part-time: _____



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 07-01-2025	End Date 06-30-2028	Agency Tracking #	Edison ID
Grantee Legal Entity Name City of Bartlett			Edison Vendor ID 1617
Subrecipient or Recipient <input type="checkbox"/> Subrecipient		Assistance Listing Number: N/A	
<input checked="" type="checkbox"/> Recipient		Grantee's fiscal year end: June 30	
Service Caption (one line only)			
FY26 VCIF Zip Codes,			
Funding —			
FY	State	Federal	Interdepartmental
			Other
			TOTAL Grant Contract Amount
FY26-FY28	\$1,000,000.00		
			\$1,000,000.00
TOTAL:	\$1,000,000.00		\$1,000,000.00
Grantee Selection Process Summary			
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.	
<input type="checkbox"/> Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GG	
Fiscal Officer 			
11/24/2025			
Speed Chart FA00003784	Account Code City - 71302000		

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
CITY OF BARTLETT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Bartlett, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1617

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Law Enforcement Zip Code Grants (VCIF ZC) is to combat violent crime by supporting local law enforcement agencies, including drug task forces.
1. The grantee shall be required to:
 - i. Demonstrate they have entered into a 287(g) agreement with the federal government; and
 - ii. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 - iii. Retain inventories and other records of purchases made and services provided using grant funds.
 - iv. Upon receipt, place all grant funds, including Program Income as defined in the contract, into an interest-bearing account where it must remain until such time as the funds are needed for the purposes set out in this contract between the State and the Grantee.
 2. Any change in terms or conditions will require a contract amendment.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of

this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF AGREEMENT:

- B.1. This Grant Contract shall be effective on 07/01/2025 ("Effective Date") and extend for a period of thirty six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed three hundred-sixty five (365) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Dollars (\$1,000,000.00) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Total Advance Payment. Grant funds are for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Reserved.
- C.6. Reserved.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").
- C.8. Indirect Cost. Should the Grantee utilize the advance payment for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal

agency or the cognizant state agency, as applicable. The Grantee will only apply the indirect costs in accordance with the approved indirect cost rate. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts paid to the Grantee shall be subject to re-payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant

Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be

made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Aimee Curley, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue,
 Suite 1800
 Nashville, Tennessee 37243-1102
 Email: aimee.curley@tn.gov
 Telephone # (615) 532-2277

The Grantee:

Brandon Thornton, Chief Inspector
 City of Bartlett
 3730 Appling Road
 Bartlett, TN 38133
 Email bthornton@bartlettspolice.org
 Telephone # (901) 385-6838

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

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

When a federal single audit is required, the audit shall be performed in accordance with U.S.

Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

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

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

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

the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other

security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible

to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft,

forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasi-governmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each

of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.

- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, “covered telecommunications equipment” is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Suspension of Payment.
- a. In addition to termination of this Grant Contract for convenience or for cause, the State may suspend payment under this Grant Contract upon one or more of the following occurrences:
 - i. Grantee’s failure to comply with the terms of Section A of this Grant Contract;
 - ii. More than one instance, after written notice, of Grantee’s failure to address reportable findings in a Monitoring Report issued by the State; or
 - iii. Grantee’s failure to comply with any terms or Sections of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee’s service recipients.
 - b. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days and the suspension of payments does not prohibit the State from exercising any other rights or seeking other remedies available to it, including the termination of this Grant Contract for convenience or for cause as provided in Section.
- E.6. Program Income. Program Income means gross income earned by Grantee that is generated

by a grant-supported activity or earned as a result of the grant award during the original term of the grant contract and approved extension periods, including accrued interest and proceeds from the sale of real property. Program Income is added to the total allowable costs, increasing the overall total amount of the grant award.

Upon receipt, the Grantee shall place all grant funds, including Program Income as defined herein, into an interest-bearing account where it must remain until such time as the funds are needed for the purposes set out in this contract between the State and the Grantee. In the event any portion of the grant funds and Program Income is not expended during the original term of this grant contract, the unexpended portion may be required to be returned to the State unless an extension period is authorized by the State.

Contractors or subrecipients of Grantee that draw down grant funds in advance must follow the same requirement to establish and hold grant funds and Program Income in an interest-bearing account. Contractors or subrecipients must return all unexpended grant funds and Program Income to Grantee upon the expiration of the of the term of this grant contract.

- E.7. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII. The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)
(signature page follows)

E.8. Monitoring Sub-Contractors.

- a. The Grantee shall develop written procedures for monitoring all of its State-approved subcontractors. The procedures must clearly outline the process for assuring that all subcontractors are in compliance with the terms of this contract, and with the OCJP Grants Manual and with applicable state and federal requirements.
- b. The Grantee shall have an established quality assurance/quality improvement plan for all subcontractors; and
- c. The Grantee shall also maintain an internal quality improvement process that assesses the overall quality and performance of its subcontractors.

IN WITNESS WHEREOF,

CITY OF BARTLETT:

 *David Parsons*

11/24/2025

GRANTEE SIGNATURE

DATE

David Parsons, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

 *James E. Bryson*

12/2/2025

JAMES E. BRYSON, COMMISSIONER

DATE

Scope of Services/Project Narrative

PROBLEMS AND NEEDS

Funding Focus

Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TIBRS) data, local law enforcement data, and local court data.

Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TIBRS) data, local law enforcement data, and local court data.

According to the 2020 U.S. Census Bureau, the City of Bartlett, TN, has a total population of 59,252. The city's demographic makeup is as follows; 73.6% White, 20.4% Black or African American, 2.8% Two or More Races, 2.7% Asian, and 0.5% Other.

The following crime data was reported over the past 2 year period.

2024: 0 murders, 12 robberies, 79 aggravated assaults, 195 motor vehicle thefts, 161 auto burglaries, 51 sex offenses, and 72 burglaries.

2025: 0 murders, 10 robberies, 85 aggravated assaults, 135 motor vehicle thefts, 152 auto burglaries, 39 sex offenses, and 84 burglaries.

Please select the project type your agency is applying for funding:

Please select the project type your agency is applying for funding:

Local or County law enforcement activities

In the table below, please select all counties that will be served by grant funding.

County Location information

County Location information

2

County	Congressional District
Shelby	8, 9

PURPOSE

With the Goal of reducing violent crime, describe how this funding will have long term impact on the violent crime in your region.

With the Goal of reducing violent crime, describe how this funding will have long term impact on the violent crime in your region.

Goal 1: Increase police presence in locations most vulnerable to violent crime. The Bartlett Police Department will purchase and outfit marked patrol vehicles to be deployed daily in areas of the city that are most vulnerable to violent crime.

Goal 2: Increase surveillance throughout the city. The Bartlett Police Department will purchase fixed and mobile surveillance systems and place them strategically throughout the city. These cameras will provide crucial evidence for the identification, apprehension, and prosecution of criminal suspects.

Goal 3: Procure equipment to assist officers in high-risk situations. The Bartlett Police Department will purchase ballistic shields and entry tools to utilize during high-risk warrants and suspect apprehensions.

Goal 4: Procure surveillance drones. The Bartlett Police Department will purchase drones to be utilized during police operations, large-scale events, and searches.

Goal 5: Procure P25 handheld radios. The Bartlett Police Department will purchase P25 encrypted handheld radios, which allow for multi-jurisdictional communication and reliable reception beyond the city limits.

Goal 6: Procure equipment that will aid in collecting evidence. The Bartlett Police Department will purchase digital cameras and forensic digital hardware to assist in the collection of physical and digital evidence to be used in the prosecution of crimes.

Goal 7: Provide training to our digital forensic investigators. As technology advances, it is imperative that forensic investigators be provided with the most recent and up-to-date training. The Bartlett Police Department will send our

digital forensic investigator to training on the most recent advances in digital forensic technology.

Goal 8: Procure specialized response vehicles. The Bartlett Police Department will purchase UTVs and ATVs capable of maneuvering in large-scale events where traditional vehicles cannot travel. In additions to large-scale events, UTV/ATVs are integral when it comes to response in a host of areas located off the roadways or in green spaces. UTVs allow for a rapid response to threats, delivery of supplies, and site security. Their diminutive size makes them highly portable when operations need to be more surgical in nature.

All of the goals listed above will have a lasting impact on violent crime in the area. The items above are all long-term goals and are sustainable beyond the life of the VCIF grant. Each goal can be implemented immediately and maintained throughout the life of the VCIF grant and for many years thereafter.

Project Design: At the time of this application please check which allowable use categories you believe will fit your needs. Check all that you think may apply. **At least one box must be checked:**

Personnel Costs. Examples include but are not limited to: salaries and overtime to support project staff

Personnel Costs. Examples include but are not limited to: salaries and overtime to support project staff

Safety Equipment. Examples include but are not limited to: ballistic shields,, ballistic vests/helmets, tasers, less-lethal launchers, active shooter kits, etc.

Safety Equipment. Examples include but are not limited to: ballistic shields,, ballistic vests/helmets, tasers, less-lethal launchers, active shooter kits, etc.

Training. Examples include but are not limited to: training simulators, field training

Training. Examples include but are not limited to: training simulators, field training

Equipment to support Digital Forensic Investigations

Equipment to support Digital Forensic Investigations

Equipment to support Rapid DNA Testing

Equipment to support Rapid DNA Testing

Equipment to support Rape Kit Testing

Equipment to support Rape Kit Testing

Equipment to support Forensic Investigating

Equipment to support Forensic Investigating

P25 Compliant Radios (Radios purchased with grant funds must meet P25 CAP Encryption Requirements, which have no encryption, have AES 256 algorithm, and have AES 256 algorithm along with any other non-standard encryption algorithms)

P25 Compliant Radios (Radios purchased with grant funds must meet P25 CAP Encryption Requirements, which have no encryption, have AES 256 algorithm, and have AES 256 algorithm along with any other non-standard encryption algorithms)

Vehicles (must be clearly marked with branding consistent with agency's other fleet vehicles)

Vehicles (must be clearly marked with branding consistent with agency's other fleet vehicles)

Firearms

Firearms

Shot spotter technology

Shot spotter technology

Pole cameras/mounted cameras

Pole cameras/mounted cameras

Body-worn cameras/vehicle cameras

Body-worn cameras/vehicle cameras

Specific assistance to victims of crime (housing vouchers, transportation assistance, etc.)

Specific assistance to victims of crime (housing vouchers, transportation assistance, etc.)

Lighting and Electrical. To improve natural surveillance capabilities, such as a "Hot-Spot" Street-Lighting Upgrades

Lighting and Electrical. To improve natural surveillance capabilities, such as a "Hot-Spot" Street-Lighting Upgrades

Security Infrastructure/Fixed Surveillance Infrastructure. Including but not limited to security fencing, cameras, motion sensors, gunshot detection, etc.

Security Infrastructure/Fixed Surveillance Infrastructure. Including but not limited to security fencing, cameras, motion sensors, gunshot detection, etc.

Traffic-Calming / Protective Hardware and other Traffic Control Measures

Traffic-Calming / Protective Hardware and other Traffic Control Measures

Bike & Pedestrian Infrastructure and Site Utilities

Bike & Pedestrian Infrastructure and Site Utilities

Landscaping

Landscaping

Cleaning/sweeping/waste removal

Cleaning/sweeping/waste removal

Evidence-based programming provided directly to individuals, such as youth programming, mental health supports, career readiness, outreach, etc.

Evidence-based programming provided directly to individuals, such as youth programming, mental health supports, career readiness, outreach, etc.

Evaluation costs. To measure pre-and-post intervention conditions and demonstrate impact

Evaluation costs. To measure pre-and-post intervention conditions and demonstrate impact

Construction

Construction

No

Please describe any other expense types that are not listed above. Type N/A if no other expenses are planned at this time:

Please describe any other expense types that are not listed above. Type N/A if no other expenses are planned at this time:

Surveillance Drones

Goal – Outcome Assignments	
Goal	Outcome

This section is for informational purposes only. No data entry required.

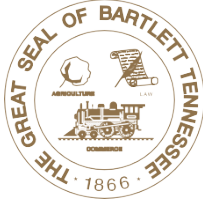
A quarterly report is due to the state 30 days following the close of any quarter.

This report shall be in a format prescribed by the state. Items required by the state shall include but may not be limited to:

- Organization Name
- List of purchases made using grant funds during the previous quarter
- Which “allowable use” category each purchase is tied to
- Back-up documentation (receipt, proof of payment, etc.) for every purchase listed
- Narrative statement of progress toward Goal(s) in the 'Project Purpose' section
- Progress photos, where applicable

I have read and agree to the above statement.

I have read and agree to the above statement.



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

**Meeting: 1/13/2026 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Richard Phebus,
Director of Finance
Initiator:
Sponsors:**

Resolution 02-26

Resolution 02-26, a resolution to amend the Fiscal Year 2026 General Fund Budget to recognize \$5,000 cash donation and appropriate the funds for the Bartlett Animal Shelter.

WHEREAS, the Bartlett Animal Shelter at times recognizes private donations from citizens to be used for shelter operations; and

WHEREAS, the shelter has received a generous \$5,000 cash donation from a Bartlett resident; and

WHEREAS, the donated funds are to be used for medications and other items which are not readily donated by the community; and

WHEREAS, it now becomes necessary to recognize this charitable donation and provide for the use of these funds;

NOW THEREFORE BE IT RESOLVED By the **Board of Mayor and Aldermen** that, the Fiscal Year 2026 General Fund budget is amended to recognize \$5,000 in additional revenues and expenditures for the Bartlett Animal Shelter.

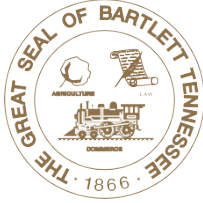
Description	Increase Revenue	Increase Expenditures
110.43800.36881 (Donations)	\$5,000	
110.43800.321 (Medical Supplies)		\$5,000

Adopted this day of January 13, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



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

**Meeting: 1/13/2026 6:00 PM
Department: Legal
Category: Agreement
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:**

Resolution 03-26

Resolution 03-26, a resolution to approve the Development Agreement for the Public Safety and Greenspace Preservation Economic Impact Plan.

WHEREAS, the Board of Mayor and Aldermen for the City of Bartlett approved the Economic Impact Plan for its Public Safety and Greenspace Preservation tax increment financing (“Economic Impact Plan”) recommended by the Industrial Development Board of the City of Bartlett, Tennessee (the “IDB”); and

WHEREAS, the City of Bartlett (“City”) seeks to facilitate the development of the Plan Area (as defined in the Economic Impact Plan); and

WHEREAS, that certain Development Agreement between the IDB and the City (the “Development Agreement”), attached hereto as Exhibit A, has been negotiated by the parties to implement the Economic Impact Plan; and

WHEREAS, the City desires to execute, enter into, and deliver to the IDB, the Development Agreement.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen of the City of Bartlett that the Development Agreement is approved.

FURTHER RESOLVED, the Mayor is hereby authorized and directed to execute the Development Agreement and to take all such other action that he may consider necessary or appropriate to carry out the foregoing resolutions.

Adopted this day of 13th day of January, 2026.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

**DEVELOPMENT AGREEMENT
(PUBLIC SAFETY AND GREENSPACE PRESERVATION)**

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2026 (“Effective Date”), by and between **The Industrial Development Board of the City of Bartlett, Tennessee**, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq.* (the “Board”), and **The City of Bartlett, Tennessee**, a municipal corporation organized under the laws of the State of Tennessee (the “City”).

WITNESSETH:

WHEREAS, in May 2024, the Mid-South Safety Action Plan (“SAP”) was published to serve as a framework for reducing traffic-related fatalities and serious injuries across the Mid-South; and

WHEREAS, the SAP revealed that many intersections with the highest frequency of crashes in the City are located in the area designated as the “Corridor Improvement Area” on the attached Exhibit A; and

WHEREAS, Blue Sky Communities Inc., a Tennessee corporation (“Blue Sky”) has contracted to purchase an approximate 34.59-acre tract of land located adjacent to the Corridor Improvement Area, which is designated on the attached Exhibit A as the “Union Depot 1st Addition Property” and more particularly described on the attached Exhibit B; and

WHEREAS, the City has the opportunity to acquire a privately-owned golf course, commonly known as the Quail Ridge Golf Course, designated on the attached Exhibit A as the “Greenspace Preservation Area,” and its associated infrastructure; and

WHEREAS, the City seeks to facilitate (i) improvements to the Corridor Improvement Area, (ii) the development of the Union Depot 1st Addition Property; and (iii) the acquisition of the Greenspace Preservation Area.

WHEREAS, the Board has approved an economic impact plan attached hereto as Exhibit C (the “Economic Impact Plan”) regarding the development the Union Depot 1st Addition Property, the Corridor Improvement Area, and the Greenspace Preservation Area, all as more particularly described in the Economic Impact Plan (the “Plan Area”); and

WHEREAS, Blue Sky or any other permitted assignee thereof intends to develop part of the Plan Area pursuant to a planned development for a new mixed-use development on the Property that is expected to retail and commercial uses as well as various residential products, which will be known as Union Depot 1st Addition, all as more particularly described in the Economic Impact Plan (“Union Depot 1st Addition Project”). The Union Depot 1st Addition Project described above, the acquisition by the City of the Greenspace Preservation Area through an assignment of a private purchase sale agreement to the City, and the design, construction, and improvement of public infrastructure within and around the Corridor Improvement Area are collectively referred to in this Agreement as the “Project.” The Project is an eligible “project”

within the meaning of Tenn. Code Ann. § 7-53-101(15). The Project is expected to serve as a catalyst for additional commercial development in the future in the other areas in the Plan Area (the “Future Development”), and such future developments would also constitute eligible “projects” within the meaning of Tenn. Code Ann. § 7-53-101(15); and

WHEREAS, the Project and Future Development, however, are not feasible without improving Highway 70 and Highway 64 to increase safety and making significant investments in new and improved infrastructure and parking in the area, including site design and analysis, site preparation, grading and drainage improvements, utilities, roads, sidewalks, pedestrian walkways, traffic signals, traffic calming, lighting, water lines, electrical lines, landscaping, gas lines, sewer lines, storm drainage facilities, street lights, parking areas, and other associated development expenses. In order to make the Project financially feasible, the City and Shelby County Tennessee (the “County”), have approved, as part of the Economic Impact Plan, a plan for tax increment financing through the Board pursuant to Title 7, Chapter 53 of Tennessee Code Annotated to provide funds to pay a portion of the costs of the improvements that are needed to permit the construction and operation of the Project and the Future Development. The proceeds of the tax increment financing are to be used to pay certain eligible costs, in accordance with Tenn. Code Ann. § 7-53-312 and Tenn. Code Ann. §§ 9-23-101 *et. seq.* (collectively, the “Tax Increment Act”), relating to the Project and the Future Development; and

WHEREAS, the incremental property tax revenues attributable to the Plan Area that are allocated to the Board pursuant to the Resolution (as herein defined) (the “Tax Increment Revenues”) would be used to pay for Eligible Costs (as herein defined) or to repay the debt (principal and interest) or other financing of Eligible Costs, all as more particularly described in the Economic Impact Plan and this Agreement (the “Tax Increment Incentive”); and

WHEREAS, under Tenn. Code Ann. §§ 7-53-101, *et seq.*, and the Economic Impact Plan, the Board is authorized to use the Tax Increment Revenues to pay for, among other things, the following “Eligible Costs”: all costs that are (i) incurred in connection with the development of the Project, the Future Development, and public infrastructure in the Plan Area or the Tax Increment Incentive, and (ii) permitted under the Tax Increment Act (“Eligible Improvements”). The term “Eligible Costs” includes, without limitation, (i) the costs of designing, constructing, and installing the Planned Improvements (as defined below), (ii) payments of principal, interest, and other finance charges under any Tax Increment Financing Loan(s), and (iii) the Transaction Costs (as defined below). Tenn. Code Ann. § 9-23-108 does not permit the application of incremental tax revenues pursuant to the Economic Impact Plan to pay certain costs relating to privately owned land without first receiving a written determination from the Comptroller of the State of Tennessee (the “State”) and the Commissioner of Economic and Community Development of the State that the use of tax increment revenues for such purposes is in the best interest of the State. The Board will not apply any tax increment revenues to pay costs as to which a written determination is required by the Comptroller of the State and/or the Commissioner of Economic and Community Development of the State without first obtaining such written determination; and

WHEREAS, for the purpose of establishing the rights and obligations of the parties with respect to the development of the Plan Area and certain terms related to the Tax Increment Incentive, the parties have entered into this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties, as hereafter set forth in detail, the parties do hereby mutually agree as follows:

1. Definitions. In addition to the terms defined in the recitals above, the following terms have the following meanings when used in this Agreement:

- a. “Additional Developer” has the meaning set forth in Section 13 below.
- b. “Additional Development Agreement” has the meaning set forth in Section 13 below.
- c. “Administrative Fee” means 5% of the excess of Shelby County property taxes over the Total Base Tax Amount, as defined in the Economic Impact Plan, less the County Trustee Fee (defined below), and 3% of the excess of City property taxes over the Total Base Tax Amount, which shall be payable to the Board as a fee for administering the Tax Increment Incentive. In addition to the Administrative Fees received by the Board, the Board shall distribute 2% of the share of incremental tax revenue to the Project attributable to Shelby County property taxes to the Shelby County Trustee to administer the Shelby County Tax Increment Incentive.
- d. “Affiliate” as to any specific person or entity, a person or entity that directly or indirectly controls, is controlled by, or is under common control with such person or entity.
- e. “Allocation Group” has the meaning set forth in Section 2 below.
- f. “Allocation Period” means, with respect to each tax parcel within the Plan Area, the 20 year period of time during which the Tax Increment Revenues from such tax parcel will be allocated to the Board for the Tax Increment Incentive, as more particularly set forth in the Economic Impact Plan.
- g. “Blue Sky Interests” means (i) the Tax Increment Revenues generated by the Union Depot 1st Addition Property, less the County Trustee Fee (defined below) applicable to the property taxes from the Union Depot 1st Addition Property, (ii) all of the City’s other right, title, and interest under this Agreement with respect to the Union Depot 1st Addition Property, and (iii) all obligations of the City under this Agreement with respect to the Union Depot 1st Addition Property.
- h. “Bond Documents” means the Bonds and all other documents executed or issued by the Board or a Developer in connection with the issuance and offering of the Bonds, including, without limitation, any trust indenture, private placement memorandum, private placement agreement, tax compliance agreement, or similar document.
- i. “Bonds” means any bonds or similar debt instruments issued by the Board that are secured by and/or payable with the Tax Increment Revenues.

j. “Construction Consultant” shall mean any licensed engineer or architect located in the County designated by the Board from time to time and approved by the applicable Developer, such approval not to be unreasonably withheld, conditioned or delayed.

k. “County Trustee Fee” means an amount equal to 2% of all of Shelby County property taxes payable with respect to the Plan Area shall be payable to Shelby County Trustee as set forth in Tenn. Code Ann. § 8-11-110.

l. “Developer” means the City, Blue Sky, and any Additional Developer engaged in the development of any portions of the Plan Area.

m. “Developer Representative” means a third-party construction manager, owner’s representative, or other third-party representative designated by a Developer from time to time.

n. “MLGW” means Memphis Light, Gas and Water.

o. “Payment Request” means a written request by a Developer for the payment of Eligible Costs substantially in the form attached hereto as Exhibit F.

p. “Planned Improvements” means the planned improvements for the Project described on Exhibit D attached hereto.

q. “Project Tax Increment Fund” means a separate and special fund established by the Board into which will be deposited all Tax Increment Revenues as received. The Project Tax Increment Fund shall, at a Developer’s request, be separated into separate sub-funds in connection with any Additional Development Agreement entered into between the Board and a Developer or any Tax Increment Financing Loan obtained by a Developer. For purposes of clarity, Developers and the Board may each pledge their respective rights to certain of such sub-funds as collateral for different Tax Increment Financing Loans and use other unpledged sub-funds for direct payment or reimbursement of Eligible Costs in accordance with this Agreement.

r. “Public Entities” means MLGW, the City, Shelby County, the State of Tennessee, and any political subdivision or agency of any of the foregoing, and “Public Entity” means any one of such Public Entities.

s. “Resolution” means, collectively, the Resolutions approved by the Board of Mayor and Alderman of the City and the County Commission of Shelby County, Tennessee approving the Economic Impact Plan.

t. “Tax Increment Financing Loan” means any loan(s) to, and/or Bonds issued by, the Board hereafter arranged by a Developer in connection with the Tax Increment Incentive, which must be acceptable to the Board in its reasonable discretion.

u. “Tax Increment Financing Loan Documents” means any loan documents evidencing or securing any Tax Increment Financing Loan (including, without limitation,

any Bond Documents), which loan documents must be acceptable to the Board in its sole but reasonable discretion.

v. “Total Base Tax Amount” has the meaning set forth in the Economic Impact Plan.

w. “Transaction Costs” means those certain costs described on the attached Exhibit E together with all out-of-pocket costs incurred by a Developer or the Board in connection with closing any Tax Increment Financing Loan.

2. Designation of Allocation Periods; Calculation of Tax Increment Revenues.

a. The City may designate, by written notice to the Board, that the allocation of Tax Increment Revenues from any tax parcel or group of tax parcels in the Plan Area begin in any tax year prior to year 2036 (each such designation, an “Allocation Group”).

b. The Board will combine the tax parcels within each Allocation Group into a single parcel for purposes of calculating and allocating the Tax Increment Revenues in accordance with the Economic Impact Plan; provided, however, that if any tax parcel in such an Allocation Group is owned or acquired by a tax-exempt entity, such tax parcel shall, to the extent permitted by applicable law, be excluded from such Allocation Group for purposes of allocating Tax Increment Revenues. Upon receipt of written designation of an Allocation Group from the City, the Board shall give notice of such grouping of tax parcels to the City and the County.

3. Pledge of Tax Increment Revenues to Secure Indebtedness. The Board shall pledge the Tax Increment Revenues generated during the Allocation Period to the payment of the Tax Increment Financing Loan(s), if obtained, incurred to finance Eligible Costs in accordance with the terms of the Tax Increment Financing Loan Documents, the Economic Impact Plan and this Agreement.

4. Disbursement of Tax Increment Revenues to Pay Eligible Costs Directly. The Board hereby agrees to commit the Tax Increment Revenues to the payment of Eligible Costs in accordance with the terms of this Agreement and the Economic Impact Plan. A Developer may from time-to-time request that the Board pay directly or reimburse such Developer for Eligible Costs from amounts on deposit in the Project Tax Increment Fund. A Developer must make such requests by submitting a Payment Request to the Board, with such Payment Request to be certified as true and correct in all material respects by the Construction Consultant and an authorized representative of such Developer, together with conditional lien waivers from all contractors and suppliers providing work or materials for the Eligible Improvements (or unconditional final lien waivers from the general contractor for the applicable Eligible Improvements) to be paid (or reimbursed) with the Payment Request. The Board shall, to the extent of available funds then on deposit in the Project Tax Increment Fund, make payment to or at the direction of the Developer in accordance with such Payment Request within thirty (30) days of receiving a correct and complete Payment Request along with such lien waivers. The Board shall not be required to fund Payment Requests more than once per month and/or in an amount less than \$25,000.00 as to any single Payment Request (except for the final Payment Request for Eligible Costs for the Eligible

Improvements then under construction). If the amount on deposit in the Project Tax Increment Fund and available to pay Eligible Costs (i.e., not pledged to pay any Tax Increment Financing Loan(s)) at the time of any Payment Request is not sufficient to pay all Eligible Costs for all Eligible Improvements then under construction by a Developer, the Developer shall verify to the Board's reasonable satisfaction that the Developer has sufficient additional funds (which may include loan proceeds) to pay all such Eligible Costs for all such Eligible Improvements then under construction by the Developer.

5. Disbursement of Tax Increment Revenues to pay Tax Increment Financing Loan.

As of the date of this Agreement, no Developer has obtained a Tax Increment Financing Loan as part of the Tax Increment Incentive. However, a Developer may hereafter request that some or all of the Tax Increment Incentive be structured as Tax Increment Financing Loan(s), and the Board shall provide commercially reasonable cooperation to such Developer in closing any such Tax Increment Financing Loan(s) pursuant to Tax Increment Financing Loan Documents that are acceptable to the Board in its reasonable discretion. The Tax Increment Financing Loan Documents must provide that the Tax Increment Financing Loan is nonrecourse to the Board, the City, and the County. The Board shall not be obligated to incur any out-of-pocket cost or expense in connection therewith, and the Developer shall pay all such reasonable out-of-pocket costs or expenses incurred by the Board in connection with any Tax Increment Financing Loan arranged by Developer, including without limitation, reasonable fees for consultants and attorneys of the Board; provided, that such costs or expenses shall be included in Transaction Costs eligible for payment or reimbursement as Eligible Costs. At the request of either a Developer or the Board, the parties shall enter into any addendum to (or amended and restated version of) this Agreement or an Additional Development Agreement reasonably requested by either party to further evidence and memorialize the parties' rights and obligations with respect to any Tax Increment Financing Loan hereafter arranged by a Developer as set forth in this Section 5; provided, however, that such addendum, amended and restated agreement, or Additional Development Agreement must be acceptable to the Board in its reasonable discretion. The Board agrees to use the proceeds of any such Tax Increment Financing Loan to pay Eligible Costs in accordance with this Agreement, as amended, and the Tax Increment Financing Loan Documents for such Tax Increment Financing Loan.

6. Developer Obligations.

a. Each Developer shall cause to be prepared and, upon request, submit to the Board conceptual plans for all Eligible Improvements that such Developer elects to construct. Subject to the terms of this Agreement, a Developer may determine the sequencing and timing of construction of the Eligible Improvements in its sole discretion. Each Developer shall be responsible for obtaining any required approvals of such plans and specifications from the City, MLGW, or any other required approvals in connection with the Eligible Improvements such Developer elects to construct.

b. Each Developer shall cause the construction of the Eligible Improvements that it elects to construct to be in accordance with good construction industry practice, in a workmanlike manner, and cause such improvements to be safe for the general public.

c. Each Developer shall cause the Eligible Improvements that it elects to construct to be constructed in accordance with the applicable plans, specifications, contracts, and applicable law. The Developer shall obtain the appropriate building permits prior to the commencement of any construction for Eligible Improvements. Developer shall provide the Board with copies of all plans submitted for building permits for Eligible Improvements.

d. Until a Tax Increment Financing Loan is in place, each Developer shall cause the Eligible Improvements it elects to construct to be inspected by the Construction Consultant (or by a Public Entity, if applicable) in connection with the submission of Payment Requests to the Board. Until a Tax Increment Financing Loan is in place, such Developer shall provide the Construction Consultant with reasonable access to all plans, specifications and contracts for the Eligible Improvements then under construction.

e. Each Developer shall pay (or cause to be paid) any Eligible Costs incurred for the Eligible Improvements it constructs to the extent such Eligible Costs exceed the amount of Tax Increment Loan proceeds or Tax Increment Revenues then on deposit in Project Tax Increment Financing Fund or otherwise then available, subject to Developer's right to be subsequently reimbursed therefor when adequate Tax Increment Revenues or Tax Increment Financing Loan proceeds are otherwise available. No Developer shall have any obligation to construct (or cause to be constructed) any Eligible Improvements to the extent that the cost thereof would exceed any available Tax Increment Revenues or proceeds of a Tax Increment Financing Loan.

f. Developer may cause some or all of its obligations under this Agreement to be performed by the Developer Representative, and the reasonable compensation and costs due to the Developer Representative shall be included in Transaction Costs and Eligible Costs.

g. Developer shall provide updates to the Board on the status of the Project as reasonably requested by the Board.

7. Board Obligations.

a. The Board shall create and maintain the Project Tax Increment Financing Fund during the term of the Tax Increment Financing, as set forth in the Resolution, to be kept separate and apart from all other funds of the Board, pursuant to the requirements of Tenn. Code Ann. § 7-53-312 and this Agreement. The Board shall deposit all Tax Increment Revenues into such Project Tax Increment Financing Fund and make disbursements therefrom to or at the direction of Developer in accordance with this Agreement.

b. The Board shall from time to time appoint a member of the Board staff, or other third-party representative designated by the Board from time to time, as the Board's authorized representative for all purposes under this Agreement or otherwise in connection with the Tax Increment Financing, subject to such periodic Board oversight as

the Board may require. The initial member of the Board staff so appointed shall be Kim Taylor.

c. The Board and the County Trustee will receive their respective portions of the Administrative Fee to compensate each for its administrative expenses in connection with administering the Tax Increment Incentive.

8. Future Pledges. The Board covenants and agrees not to pledge the Tax Increment Revenues (other than the Administrative Fee payable to the Board) to the payment of any indebtedness or to apply the Tax Increment Revenues (other than the Administrative Fee payable to the Board) for any purpose other than the payment of Eligible Costs in accordance with this Agreement.

9. Other Tax Increment Financing. The Board represents, warrants, and certifies to the Developer that the Board currently does not have outstanding any bonds, notes, or other obligations payable from or secured by Tax Increment Revenues derived from the Plan Area.

10. Waiver of Consequential Damages. In no event shall the parties have the right to recover any consequential, exemplary, incidental or punitive damages as a result of any breach or default under this Agreement.

11. Attorneys' Fees. In the event of any litigation brought by either party to enforce this Agreement, the prevailing party will be entitled to recover its attorney's fees and court costs from the other party, including pre-suit and appellate attorney's fees and costs.

12. Assignment. Except as otherwise set forth in Sections 13 and 14 below, the City may not assign or transfer this Agreement or any interest of the City hereunder without the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the City may, without the Board's consent (but with notice to the Board), (i) pledge or collaterally assign this Agreement or all or any portion of the City's rights under this Agreement as collateral for any Tax Increment Financing Loan(s) and (ii) freely assign this Agreement or all or any portion of the City's rights under this Agreement to Blue Sky. The Board may not assign or transfer this Agreement or any interest of the Board hereunder without the prior written consent of the City.

13. Partial Assignment to Developers. Notwithstanding the foregoing provisions of Section 12, The Board agrees that the City may partially assign its rights under this Agreement (including, without limitation, portions of the Tax Increment Revenues) and delegate its duties under this Agreement to Blue Sky and any other developers engaged by the City for the purpose of separately developing, financing, constructing, owning, or operating components of the Project and the Future Development (each, an "Additional Developer"). If the City intends to partially assign its rights under this Agreement as set forth above, and such assignment will result in an Additional Developer incurring Eligible Costs, upon request from the City, the Board and the City will work with the Additional Developer in good faith to approve a development and financing agreement between the Board and the Additional Developer for the portion of the Eligible Costs for which the Additional Developer shall be responsible (an "Additional Development Agreement"), such Additional Development Agreement to be in a form and substance reasonably

satisfactory to the Board and the Additional Developer. An Additional Development Agreement may provide for Tax Increment Financing Loan(s) that will be secured by the portion of the Tax Increment Revenues assigned to the Additional Developer under the Additional Development Agreement. The Board and the City acknowledge and agree that no default under an Additional Development Agreement will constitute a default under this Agreement, and a default under this Agreement will not constitute a default under any Additional Development Agreement.

14. Partial Assignment to Blue Sky. By execution of this Agreement, the City hereby assigns, transfers, and delegates (as applicable) the Blue Sky Interests to Blue Sky. The Board hereby consents to the foregoing assignment of the Blue Sky Interests to Blue Sky. As soon as Blue Sky has arranged a Tax Increment Financing Loan for the Project, the Board and Blue Sky shall execute an Additional Development Agreement to set forth Blue Sky's rights and obligations with respect to the Blue Sky Interests. Blue Sky is a third-party beneficiary of this section and the other provisions of this Agreement related to the Union Depot First Addition Property.

15. Successors and Assigns. Subject to Sections 12, 13, and 14 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties.

16. Notices. Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon the business day following delivery to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or upon the third business day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, or immediately when delivered via electronic mail sent during normal business hours, or immediately when delivered via electronic mail sent during normal business hours, in each case to the address for each party set forth below.

If to Developer to:

The City of Bartlett, Tennessee
6382 Stage Road
Bartlett, TN 38134
Attention: Steve Sones
E-mail: ssones@cityofbartlett.org

If to the Board to:

Industrial Development Board of the City of Bartlett, Tennessee
6382 Stage Road
Bartlett, TN 38134
Attention: Kim Taylor
E-mail: ktaylor@cityofbartlett.org

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

Notwithstanding the foregoing, Payment Requests may be submitted to the Board via email at the email address above.

17. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee. Venue for any action arising out of this Agreement shall be exclusively in Shelby County, Tennessee.

18. Further Assurances. The parties hereby covenant and agree to perform such other acts and to execute, acknowledge, and deliver such additional documents as may be necessary to effect the provisions of this Agreement in its entirety.

19. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Board and the City with respect to the Tax Increment Incentive. This Agreement contains the sole and entire agreement between the Board and the City with respect to the transactions contemplated by this Agreement.

20. Amendment. This Agreement may not be modified or amended in any respect except by written agreement executed by the parties to this Agreement in the same manner as this Agreement is executed.

21. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

22. Captions. All captions, headings and section and paragraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular sections, paragraphs or subparagraphs by number refer to the particular section, paragraph or subparagraph so numbered in this Agreement unless reference to another document or instrument is specifically made.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original and all of which together constitute one and the same Agreement. Delivery of executed copies of signature pages to and/or signatures to this Agreement transmitted by Electronic Transmission (as defined herein) shall have the same effect as physical delivery of the paper document bearing the original signature. As used in this Agreement, the term “Electronic Transmission” means and refers to any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient of the communication and that may be directly reproduced in paper form by such a recipient through an automated process.

24. Inspection Rights. Upon reasonable prior notice, the Board may inspect the Eligible Improvements to assure that the terms of this Development Agreement are being satisfied by a Developer.

25. Term. This Agreement shall be effective as of the date hereof and shall remain in effect until the earlier to occur of (i) the date that is six (6) months after the expiration of the final Allocation Period or (ii) completion of all Eligible Improvements and final payment of all Eligible Costs in connection therewith and, if applicable, final repayment of any outstanding Tax Increment Financing Loan(s).

26. No Government Limitation. This Agreement between the City and the Board shall not be construed to bind any other agency or instrumentality of federal, state, or local government in the enforcement of any regulation, code, or law under its jurisdiction.

27. Time of the Essence. Time shall be of the essence in the performance of the terms and conditions of this Agreement.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the Board and the City have caused this Agreement to be duly executed as of the date first above written.

The Industrial Development Board of the City of Bartlett, Tennessee, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq.*

By: _____
Name: _____
Title: _____

The City of Bartlett, Tennessee, a municipal corporation organized under the laws of the State of Tennessee

By: _____
Name: _____
Title: _____

EXHIBIT A

Plan Area



Exhibit A to Development Agreement

EXHIBIT B

Description of Union Depot 1st Addition Property

Parcel 1, 2 and 3

Beginning at a point in the east line of U.S. Highway Number 70 (40 feet from the centerline), said point being in the south line of property described in Book 2555, Page 34; thence south 52 degrees 01 minutes 59 seconds east with the south line of property described in Book 2655, Page 34, 405.16 feet to a set iron pin in the east line of said property; thence north 37 degrees 59 minutes 50 seconds east with the east line of property described in Book 2655, Page 34, 105.00 feet to a found iron pin; thence south 54 degrees 10 minutes 55 seconds east, 478.29 feet to a found angle iron; thence south 9 degrees 37 minutes 24 seconds west, 815.88 feet to a set iron pin in the north line of U.S. Highway Number 64; thence north 82 degrees 12 minutes 14 seconds west with the north line of U.S. Highway Number 64, 550.96 feet to a set iron pin; thence north 7 degrees 41 minutes 44 seconds east, 374.82 feet to a found iron pin; thence north 82 degrees 18 minutes 16 seconds west, 208.75 feet to a found iron pin; thence south 7 degrees 41 minutes 44 seconds west, 374.34 feet to a set iron pin in the north line of U.S. Highway Number 64; thence westwardly on a curve to the left having a radius of 7639.44 feet, delta angle of 2 degrees 53 minutes 23 seconds, chord distance of 385.27, chord bearing of north 84 degrees 09 minutes 18 seconds west and with the north line of U.S. Highway Number 64, a curve distance of 385.31 feet; thence north 85 degrees 36 minutes 00 seconds west with the north line of U.S. Highway Number 64, 115.91 feet to a set iron pin; thence north 38 degrees 05 minutes 12 seconds east and generally with a fence line, 91.25 feet to a found iron pin; thence north 19 degrees 08 minutes 19 seconds west and generally with a fence line, 137.58 feet to a found iron pin; thence north 51 degrees 54 minutes 49 seconds west and generally with a fence line, 76.63 feet to a set iron pin in the east line of U.S. Highway Number 70; thence north 38 degrees 02 minutes 00 seconds east with the east line of Highway Number 70, 1079.61 feet to the point of beginning.

As to Parcel 4

Beginning at a set iron pin in the north line of U.S. Highway Number 64, 905.63 feet west of the west line of Revised Section "B", Cherry Valley Subdivision as recorded in Plat Book 65, Page 25, said point being in the east line of property described in Instrument Number AA-7530; thence north 82 degrees 12 minutes 56 seconds west with the north line of U.S. Highway Number 64, 92.75 feet to a point of curve; thence westwardly on a curve to the left having a radius of 7702.49 feet and with the north line of U.S. Highway Number 64, 116.01 feet to a set iron pin; thence north 7 degrees 41 minutes 44 seconds east 374.25 feet to a found iron pin; thence south 82 degrees 18 minutes 16 seconds east, 208.75 feet to a found iron pin; thence south 7 degrees 41 minutes 44 seconds west, 374.25 feet to the point of beginning.

As To Parcel 5

Beginning at a set iron pin in the north line of U.S. Highway Number 64, said point being in the west line of Revised Section "B", Cherry Valley Subdivision as recorded in Plat Book 65, Page 25; thence north 82 degrees 12 minutes 56 seconds west with the north line of U.S. Highway Number 64, 354.65 feet to a set iron pin; thence north 9 degrees 37 minutes 24 seconds east, 815.20 feet to a found angle iron; thence north 13 degrees 58 minutes 32 seconds east, 210.53 feet to a found axle in the south line of property described in Instrument Number G2 4152; thence south 52 degrees 04 minutes 22 seconds east with the south line of property described in Instrument Number G2 4152, 396.40 feet to a set iron pin in the west line of Revised Section "B", Cherry Valley Subdivision as recorded in Plat Book 65, Page 25; thence south 10 degrees 21 minutes 10 seconds west with the west line of said subdivision, 825.86 feet to the point of beginning.

As To Parcel 6

BEGINNING at a point at the northeastwardly corner of the property described in Book 2501, Page 233, said point being 444.86 feet South 50 Degrees 05 Minutes 46 Seconds East from the center line of U.S. Highway No. 70; thence South 50 Degrees 05 Minutes 46 Seconds East 392.24 feet to an old axle; thence South 15 Degrees 52 Minutes 57 Seconds West a distance of 210.64 feet to an old iron pin; thence North 52 Degrees 12 Minutes 09 Seconds West a distance of 478.66 feet to an old iron pin; thence North 40 Degrees East a distance of 210 feet to the point of beginning, containing 2.019 acres of land.

Being the same property conveyed to John B Maxwell, Jr, Trustee by Warranty Deed of record at Instrument No. AG 1247, dated 02/01/1998 and recorded 02/02/1988, in the Register's Office of Shelby County, Tennessee. (Parcel 1, 2 and 3)

Being the same property conveyed to John B Maxwell, Jr, Trustee by Quit Claim Deed of record at Instrument No. BK 4315, dated 12/15/1989 and recorded 12/22/1989, in the Register's Office of Shelby County, Tennessee. (As to Parcel 4 and 6)

Being the same property conveyed to John B Maxwell, Jr, Trustee by Warranty Deed of record at Instrument No. AF 5639, dated 01/07/1988 and recorded 01/15/1988, in the Register's Office of Shelby County, Tennessee. (As to Parcel 5).

Survey Description

The John B. Maxwell, Trustee property as described in Instrument AF 5639, BK 4315 and the remainder of Instrument AG 1247 in Bartlett, Shelby County, Tennessee:

Beginning at a 1/2" iron pin set at the intersection the north line of U.S. Highway 64 (State Highway 15, State Road, Memphis to Somerville Highway) (93 feet north of original centerline) with the west line of the Revised Section "B", Cherry Valley Subdivision as recorded in Plat Book 65 Page 25, said iron pin being 169.99 feet west of the west line of Christoval Street; thence

North 78 degrees 11 minutes 34 seconds West with the north line of U.S. Highway 64 a distance of 1044.90 feet to a point of curvature; thence northwestwardly with a curve to the left having a radius of 7639.44 feet, along the north line of U.S. Highway 64 a distance of 315.69 feet, (chord = North 79 degrees 22 minutes 36 seconds West, 315.66 feet, delta = 02 degrees 22 minutes 04 seconds) to a 1/2" iron pin set in the east line of Section "A", Galleria of Bartlett Subdivision as recorded in Plat Book 120 Page 83; thence North 11 degrees 41 minutes 17 seconds East with the east line of said Subdivision a distance of 256.21 feet (plat = 255.24 feet) to a 1/2" iron pin found in the north line of said Subdivision; thence North 47 degrees 55 minutes 03 seconds West with the north line of said Subdivision a distance of 277.94 feet (plat = 277.07 feet) to a pk nail set in the southeast line of U.S. Highway 70 (State Highway 1, Summer Avenue, Memphis to Bristol Highway) (40 feet from centerline); thence North 42 degrees 04 minutes 57 seconds East with the southeast line of U.S. Highway 70 a distance of 884.58 feet to a 1/2" iron pin set in the southwest line of the Swint property as described in Instrument 02126129; thence South 48 degrees 00 minutes 31 seconds East with said southwest line a distance of 405.74 feet to a point (found 1/2" iron pin 0.9 foot south and 2.2 feet west) in the southeast line of the said Swint property; thence North 42 degrees 03 minutes 41 seconds East with the southeast line of the said Swint property, the Terravet Bartlett, LLC property as described in Instrument 20103226 and the Mannco Property Management, LLC property as described in Instrument 15116960 a distance of 315.00 feet to a 1/2" iron pin set in the southwest line of the Cromwell property as described in Instrument 23019455; thence South 48 degrees 00 minutes 31 seconds East with said southwest line a distance of 787.81 feet to a 1/2" iron pin found in the west line of the said Revised Section "B", Cherry Valley Subdivision as recorded in Plat Book 65 Page 25; thence South 14 degrees 15 minutes 25 seconds West with said west line a distance of 826.50 feet to the point of beginning and containing 1,491,868.95 square feet or 34.249 acres more or less.

EXHIBIT C

Economic Impact Plan

[See attached]

**ECONOMIC IMPACT PLAN
FOR
CITY OF BARTLETT
PUBLIC SAFETY AND GREENSPACE PRESERVATION
TAX INCREMENT FINANCING**

I. Introduction

In May 2023, the Mid-South Safety Action Plan (“SAP”) was published to serve as a framework for reducing traffic-related fatalities and serious injuries across the Mid-South. In the City of Bartlett, Tennessee (the “City”), the SAP identified Stage Road as a “high-injury corridor”. Additionally, a comprehensive data analysis revealed that the intersection of Stage and Kirby Whitten experienced the highest frequency of crashes in Bartlett. Furthermore, Stage Road at Summer Avenue was ranked third-highest for crashes, and Summer Avenue at Kirby Whitten ranked fourth-highest in the City.

Blue Sky Communities Inc., a Tennessee corporation (“Blue Sky”) has contracted to purchase an approximate 34.59-acre tract of land located at the intersection of Highway 64 and Highway 70 in Bartlett, Tennessee, which is designated on the attached Exhibit “A” as the “Union Depot 1st Addition Property”. Given the influx of new residents expected in the area as a result of development of Union Depot and other developments, along with existing traffic safety concerns, the City is seeking to make several infrastructure improvements in the area designated on the attached Exhibit “A” as the “Corridor Improvement Area.” Expected improvements include roadway and intersection work, access management and signalization along Highway 70 and Stage Road, sidewalks, crosswalks, and traffic-calming features, wayfinding, lighting, stormwater and flood-control facilities, and water, sewer, and electrical upgrades to meet current and anticipated demand. These infrastructure improvements will improve public safety in the area by reducing traffic speeds, reducing traffic accidents, and creating safer pedestrian walkways and intersections.

The expected growth in the City as result of the Union Depot project and other new development will also create an increased need for open space and parklands in the City. The City has the opportunity to acquire a privately-owned golf course, commonly known as the Quail Ridge Golf Course (the “Greenspace Preservation Area”) and its associated infrastructure. Developer currently has a purchase contract for the Greenspace Preservation Area, and upon approval of this Plan (defined below), Developer shall assign such contract to the City. Following the acquisition of the Greenspace Preservation Area, the City anticipates a phased program of capital improvements appropriate to a municipal facility, in order to align it with the City’s parks and recreation standards.

The City has requested assistance from the Industrial Development Board of the City of Bartlett, Tennessee, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et. seq. (“Board”), in connect with certain projects to be developed on the Union Depot 1st Addition Property, the Corridor Improvement Area, the Greenspace Preservation Area, and certain infrastructure improvements in the surrounding areas, as more particularly described below.

What follows is an economic impact plan for the development of the Plan Area, as defined below (the “Plan”). First, the Plan explains the statutory authority for financial assistance from the Board (Section II). Second, the Plan describes the Projects, the area subject to this Plan, and the

requested financial assistance from the Board in the form of tax increment financing (Sections III, IV, and V). Third, the Plan discusses the expected benefits to the City and Shelby County, Tennessee (the “County”) from the Projects (Section VI). Finally, the Plan explains the mechanics of the requested tax increment financing and the public approval process for the Plan (Sections VII and VIII).

II. Authority for Economic Impact Plan

The Board is an industrial development corporation under Tenn. Code Ann. § 7-53-101 *et. Seq.* (an “IDB”). An IDB is authorized under Tenn. Code Ann. § 7-53-312 to prepare and submit to cities and counties an economic impact plan with respect to an area that includes a project within the meaning of Tenn. Code Ann. § 7-53-101 and such other properties that the IDB determines will be directly improved or benefitted due to the undertaking of such projects. Tennessee Code Annotated § 7-53-312 also authorizes cities and counties to apply and pledge new incremental tax revenues that arise from the area subject to the economic impact plan to the IDB to promote economic development, to pay the cost of projects, or to pay debt service on bonds, notes, or other obligations issued by the IDB to pay the costs of projects.

Pursuant to the Tax Increment Act (defined below), tax increment revenues may be used to pay for qualifying public infrastructure improvements, including utilities, roadways, public safety facilities, and recreational amenities that promote economic development and public welfare.

III. The Project

The project to be assisted by this Plan consists of (1) the acquisition by the City of the Greenspace Preservation Area through an assignment of a private purchase sale agreement to the City, (2) the design, construction, and improvement of public infrastructure that enhances public safety, mobility, and quality of life within and around the Corridor Improvement Area (defined below), and (3) the Union Depot 1st Addition Project, as more fully described below (collectively, the “Projects”). By securing the Greenspace Preservation Area as a City-owned recreational asset and by sequencing complementary infrastructure investments, the City intends to catalyze orderly, market-supportive growth along the Highway 70/Stage Road corridor while ensuring that the financial upside of such growth is shared by the public.

The Union Depot 1st Addition Property, which is strategically located at the intersection of Highway 70 and Stage Road, that has remained an undeveloped site for decades and has been challenged by inadequate infrastructure. Blue Sky or one or more affiliates thereof (“Developer”) has proposed to construct a mixed-use development on the Union Depot 1st Addition Property that may include retail and commercial uses as well as various residential products, which will be known as Union Depot 1st Addition. Union Depot 1st Addition will allow a variety of forms of commercial uses, such as traditional outparcels, ground-floor retail within mixed-use buildings, and the potential for a larger anchor tenant. This flexibility will help give City residents exciting shopping options and convenient services. The residential component includes up to 360 Lofts as well as a Village District which allows Townhomes, Single-Family Detached homes, and Single-Family Semi-Detached homes. A preliminary site plan for the Union Depot 1st Addition Project is attached hereto as Exhibit “B”. The Union Depot 1st Addition mixed-use development described above is collectively referred to in this Plan as the “Union Depot 1st Addition Project”).

Each of the Projects is an eligible “project” within the meaning of Tenn. Code Ann. § 7-53-101(13) and the improvements constitute “public infrastructure” within the meaning of T.C.A. § 9-23-102. The Projects are expected to serve as a catalyst for additional development in the future in the other areas of the Plan Area (the “Future Development”), and such future developments would also constitute eligible “projects” within the meaning of Tenn. Code Ann. § 7-53-101(13).

The Projects and the Future Development, however, are not feasible without improving Highway 70 and Highway 64 to increase safety and making significant investments in new and improved infrastructure and parking in the area, including site design and analysis, site preparation, grading and drainage improvements, utilities, roads, sidewalks, pedestrian walkways, landscaping, gas lines, sewer lines, storm drainage facilities, street lights, parking areas, and other associated development expenses. In order to make the Projects financially feasible, the City has requested that the Board, the Board of Mayor and Aldermen, and the Shelby County Commission on behalf of the County approve, as part of this Plan, a plan for a tax increment financing pursuant to Title 7, Chapter 53 of Tennessee Code Annotated to provide funds to pay for a portion of the costs of the improvements that are needed to permit the acquisition, construction and operation of the Projects, as more particularly described in Section V below. The proceeds of the tax increment financing would be used to pay certain eligible costs, in accordance with Tenn. Code Ann. § 7-53-312 and Tenn. Code Ann. §§ 9-23-101 *et. seq.* (collectively, the “Tax Increment Act”), relating to the Projects (the “Tax Increment Incentive”).

IV. Boundaries of the Plan Area

The area that would be subject to this Plan and the Tax Increment Incentive includes the Union Depot 1st Addition Property, and adjacent areas to the Union Depot 1st Addition Property, referred to herein as the Corridor Improvement Area and the Greenspace Preservation Area (collectively, the “Plan Area”). The Plan Area is shown on the attached Exhibit “A”. A list of the existing tax parcels that are included in the Plan Area is attached hereto as Exhibit “D”. The Plan Area is hereby declared to be subject to this Plan, and the Projects are hereby identified as the projects that will be located within the Plan Area.

V. Financial Assistance to Project

The Board will provide financial assistance to the Projects, the Future Development, and related infrastructure improvements by applying the proceeds of the tax increment financing described herein to pay for the following (the “Eligible Costs”): all costs that are (i) incurred in connection with (x) the development of the Projects, the Future Development, or public infrastructure in the Plan Area) or (y) the Tax Increment Incentive and (ii) permitted under the Tax Increment Act, including, without limitation, the costs of designing, constructing, and installing the improvements listed on the attached Exhibit “C” (the “Planned Improvements”). A final description of Planned Improvements will be set forth in one or more development agreements to be executed by the Board, on the one hand, and the City and/or the Developer (including any future developers designated by the City or the Developer), on the other hand, in connection with the Tax Increment Incentive (collectively, the “Development Agreement”), as the same may be amended from time to time by the Board, the City, and the Developer so long as such amendments are consistent with this Plan. The Board will pay for, reimburse the Developer and the City for, or

repay the debt (principal and interest) or other financing of (as applicable) the Eligible Costs upon receipt of adequate documentation of such costs and expenses, as more particularly set forth in the Development Agreement. The Board is hereby authorized to issue and sell bonds, notes, or other obligations for purposes of paying the Eligible Costs, subject to the terms and conditions set forth in Section VII.b. below.

Tenn. Code Ann. § 9-23-108 does not permit the application of incremental tax revenues pursuant to this Plan to pay certain costs relating to privately owned land without first receiving a written determination from the Comptroller of the State of Tennessee (the “State”) and the Commissioner of Economic and Community Development of the State that the use of tax increment revenues for such purposes is in the best interest of the State. The Board will not apply any tax increment revenues to pay costs as to which a written determination is required without first obtaining such written determination.

VI. Expected Benefits to the City and Shelby County

There are numerous expected benefits to the City and County from implementation of the Plan and the development of the Projects. First, they preserve and elevates 100+ acres of greenspace as a municipal asset for public use. In doing so, the City safeguards recreational access, provides a venue for youth sports, civic programming, and community events, and protects a meaningful green buffer that contributes to neighborhood stability and adjacent property values. The Greenspace Preservation Area is expected to support approximately 17 new jobs annually and will generate local sales tax of approximately \$742,000 for the term of the Tax Increment Incentive.

Second, the Projects equip the City to address pressing public safety and infrastructure needs contemporaneously with growth. The anticipated increase in activity along Highway 70 and Stage Road must be matched with targeted improvements in access management, signalization, stormwater, and utilities. The Plan will directly fund critical public safety facilities and road improvements identified in the City's plan to implement the safety improvement suggestions provided in the SAP at the intersections of Stage Road at Kirby Whitten, Stage Road at Summer Avenue, and Summer Avenue at Kirby Whitten.

The Union Depot 1st Addition Project will be a catalyst for the growth of the local community because it is expected to support approximately 604 new one-time/temporary jobs from construction and 691 new jobs annually, increase household formation, and increase property tax revenues in both the short and long-term within the City and County. The current ad valorem taxes generated from the Union Depot 1st Addition amounts to only approximately \$10,026 per year. The Union Depot 1st Addition Project includes projections of an initial capital investment of \$95.7 million. The total additional City and County property taxes to be generated by the Union Depot 1st Addition Project during the term of the Tax Increment Incentive (after payment of certain fees to the Shelby County Trustee and the Board as set forth in Section VII.a. below) are estimated at approximately \$8.5 million for the City and \$13.8 million for the County, based on current tax rates. Of these property taxes, the City will receive approximately \$1.4 million, and the County will receive approximately \$1.8 million. Upon expiration of the Tax Increment Incentive, the City and County will benefit from the entire increase in the property taxes. In addition to the new property taxes discussed above, implementation of the Union Depot 1st Addition Project will generate local sales tax of approximately \$32.3 million for the term of the Tax Increment Incentive.

VII. Distribution of Property Taxes and Tax Increment Financing

a. **Distribution of Taxes.** Subject to the provisions of this Plan, property taxes imposed on real property and personal property located within the Plan Area shall be allocated and distributed as provided in this subsection. The taxes assessed by the City and County on such property within the Plan Area will be divided and distributed as follows in accordance with Tax Increment Act:

- i. First, two percent (2%) of all of Shelby County property taxes payable with respect to the Plan Area shall be payable, as collected, to the Shelby County Trustee as set forth in Tenn. Code Ann. § 8-11-110 (“Shelby County Trustee Fee”).
- ii. Second, an amount equal to (x) the portion of the property taxes payable, as collected, with respect to the Plan Area for the Base Year (defined below), other than any portion of such taxes that that constitutes Dedicated Taxes, as defined below (the “Base Taxes”), plus (y) that portion of property taxes levied upon property within the Plan Area for the payment of debt service of the City and Shelby County (the “Dedicated Taxes” and together with the Base Taxes, the “Total Base Tax Amount”), less the Shelby County Trustee Fee, will, pursuant to Tenn. Code Ann. § 9-23-103, be allocated to and, as collected, paid to the City and Shelby County in the same manner as all other taxes levied by the City and Shelby County on all other properties; provided, however, that in any year in which the taxes on the property within the Plan Area are less than the Total Base Tax Amount, only the taxes actually imposed will be allocated and paid to the City and Shelby County. As used herein, “Base Year” means 2024.
- iii. Third, eighty percent (80%) of the excess of property taxes over the Total Base Tax Amount less the Shelby County Trustee Fee as set forth above (the “TIF Revenues”) will be allocated and, as collected, paid into a separate fund of the Board created to hold such payments until the tax proceeds in the fund are to be applied to pay the Eligible Costs as described above.
- iv. Fourth, three percent (3%) of the of the excess of property taxes over the Total Base Tax Amount less the Shelby County Trustee fee shall be payable to the Board as an administrative fee for administering the Tax Increment Incentive.
- v. Fifth, two percent (2%) of the excess of Shelby County property taxes over the portion of the Total Base Tax Amount attributable to Shelby County property taxes shall, as collected, be payable to the Shelby County Trustee to administer the Shelby County Tax Increment Incentive.

- vi. Sixth, the remaining of the excess of property taxes over the Total Base Tax Amount less the Shelby County Trustee Fee as set forth above will be allocated to and, as collected, paid to the City and the County as all other taxes levied by the City and County on all other properties.

A table setting out the distribution process is set forth below:

City of Bartlett TIF Calculation		Shelby County TIF Calculation	
	Current Year Taxes Paid to City		Current Year Taxes Paid to County
		-	2% Shelby County Trustee's Fee
-	Base Year Taxes Paid to City	-	Base Year Taxes Paid to Shelby County
=	Excess of Current Over Base Year	=	Excess of Current Over Base Year
-	Current Year Millage Dedicated to Debt Service to City	-	Current Year Millage Dedicated to Debt Service to Shelby County
=	City Incremental Tax Revenue	=	County Incremental Tax Revenue
-	80% Share of City Incremental Tax Revenue to Projects	-	80% Share of County Incremental Tax Revenue to Projects
-	3% Share of City Incremental Tax Revenue to the Bartlett IDB	-	3% Share of County Incremental Tax Revenue to the Bartlett IDB
		-	2% Share of County Incremental Tax Revenue to Shelby County Trustee
=	17%* Share of City Incremental Tax Revenue to Bartlett	=	15%* Share of County Incremental Tax Revenue to Shelby County

*Based on current City and County portion of such taxes levied upon property for the payment of debt service of the City and County and subject to change from year to year.

The Plan Area may hereafter be divided into separate tax parcels to allow for phased development. The Board is authorized to make all calculations of TIF Revenues on the basis of each parcel within in the Plan Area instead of on an aggregate basis as permitted by the Tax Increment Act. If the Board opts to have such calculations made based upon each parcel, the Board shall give notice to the City and Shelby County that such methodology will be used prior to the first allocation date of any TIF Revenues.

The Board is also authorized to designate, by notice to the City and Shelby County, that the allocation of TIF Revenues from any parcel or group of parcels in the Plan Area shall begin in any tax year prior to year 2036.

TIF Revenues shall be paid to the Board, to the extent received by the City or Shelby County, within ninety (90) days after the respective dates that taxes would be delinquent to the City and Shelby County for such tax year. TIF Revenues received by the City and Shelby County as delinquent taxes shall be paid to the Board by the City and Shelby County within thirty (30) days of receipt.

b. TIF Obligations. In order to pay for Eligible Costs, the Board intends to use the incremental tax revenues that it would receive as a result of the adoption of this Plan to pay debt service on obligations incurred to finance such costs (or to reimburse Developer and/or the City directly for Eligible Cost). This tax increment financing will be structured as follows:

- i. The Board will borrow the amount necessary to pay for the Planned Improvements, the cost of financing the Planned Improvements, and other Eligible Costs through the issuance and sale of notes, bonds, or other obligations of the Board in one or more series. Such amount will be applied to pay Eligible Costs after payment of costs incurred in connection with the issuance of the Tax Increment Financing. The Board may pledge the TIF Revenues allocated to the Board pursuant to this Plan to the payment of notes, bonds, or other obligations, including, without limitation, principal and interest thereon. In no event will any such obligations issued by the Board be considered a debt or obligation of the City or the County in any manner whatsoever, and the source of the funds to satisfy the Board's payment obligations thereunder shall be limited solely to the TIF Revenues, and such obligations shall otherwise be non-recourse to the Board, the City, and the County.
- ii. The proceeds of the notes, bonds, or obligations may be used to pay Eligible Costs as described above, the costs of issuances relating to notes, bonds or obligations described above, and interest on such notes, bonds, or other obligations.
- iii. The use of TIF Revenues from the Union Depot 1st Addition Property, Corridor Improvement Area, or the Greenspace Preservation Area to pay obligations of the Board and the use of the proceeds of such obligations to pay

Eligible Cost may be limited to the Union Depot 1st Addition Property, Corridor Improvement Area, or the Greenspace Preservation Area, respectively.

c. Time Period. Taxes on the real and personal property within the Plan Area will be divided and distributed as provided in this Plan for a period, as to each parcel of property in the Plan Area, not in excess of twenty (20) years as to any parcel but, in any event, such allocations shall cease when there are not Eligible Costs, including debt service, to be paid from the TIF Revenues.

d. Qualified Use. The Board, the City and the County, by the adoption of this Plan, find that the use of the TIF Revenues as described herein, is in furtherance of promoting economic development in the City and County and that costs to be financed as described herein are costs of the Projects.

VIII. Approval Process

Pursuant to Tenn. Code Ann. § 7-53-312, the process for approval of the Plan is as follows:

a. The Board will hold a public hearing relating to the proposed Plan after publishing notice of such hearing in a newspaper of general circulation in the City and County at least two (2) weeks prior to the date of the public hearing. The notice must include the time, place, and purpose of the hearing as well as notice of how a map of the subject area may be viewed by the public. Following such public hearing, the Board may submit the Plan to the City and County for their approval.

b. The governing bodies of the City and County must approve the Plan to be effective as to both the City and the County. The Plan may be approved by resolutions of the Board of Mayor and Alderman of the City and County Commission of the County, whether or not the local charter provisions of the governing bodies provide otherwise. If the governing body of the City approves this Plan but the governing body of the County does not approve this Plan, at City's option, this Plan shall still be effective as to the City, and all references to allocating TIF Revenues of the County shall be deemed deleted. If the governing body of the County approves this Plan but the governing body of the City does not approve this Plan, at City's option, this Plan shall still be effective as to the County, and all references to allocating TIF Revenues of the City shall be deemed deleted.

c. Once this Plan has been approved by the governing bodies of the City and County, the clerk or other recording official of the governing bodies shall transmit the following to the appropriate tax assessor and taxing agency affected: (a) a copy of the description of the property within the Plan Area, and (b) a copy of the resolutions approving the Plan. A copy of the Plan and the resolutions approving the Plan shall be filed with the Comptroller of the State, and annual statements of incremental tax revenues allocated to the Board shall be filed with the State Board of Equalization as required by the Tax Increment Act. The Board will also comply with all other procedural requirements of the Tax Increment Act and other applicable laws.

d. Once the Plan has been approved by the governing bodies of the City and the County,

the Board, the City, and the Developer (as applicable) shall execute the Development Agreement(s). The Board's obligation to provide financial assistance to the Project is subject to the subsequent approval and execution and delivery of the Development Agreement by the Board, the City, and the designated developer.

EXHIBIT "A"
MAP OF PLAN AREA

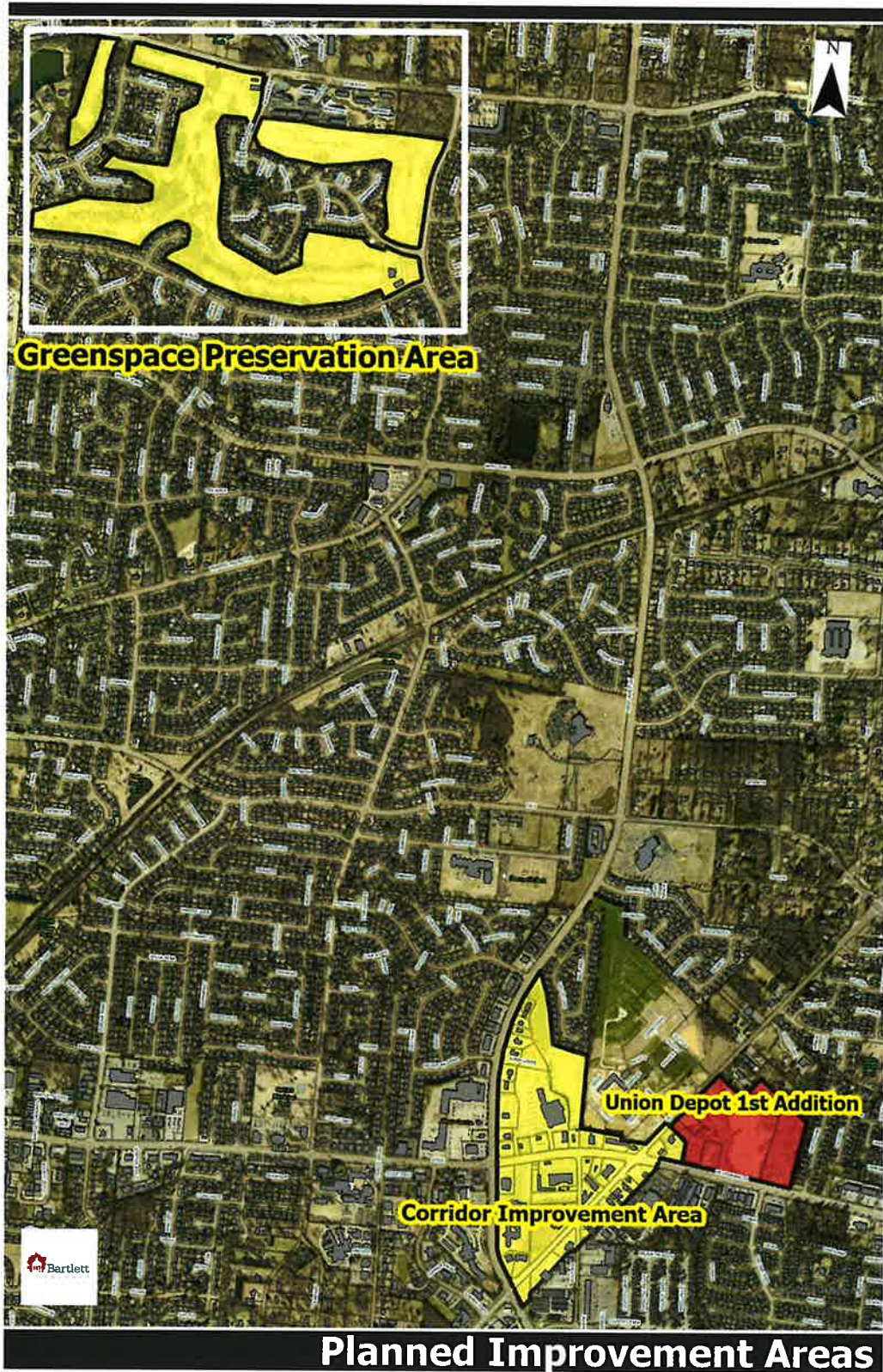


EXHIBIT "B"
Union Depot 1st Addition Project
Preliminary Site Plans



EXHIBIT “C”

Planned Improvements

The following improvements in the Plan Area:

- a. Greenspace Preservation Area acquisition and capital upgrades,
- b. Demolition, clearing, grading, excavation, erosion control, retaining walls, and site work,
- c. Existing infrastructure demo and construction or reconstruction of public infrastructure,
- d. Utility connections and relocation, installation, replacement and placement to public or private utilities,
- e. Buildings constructed on a project site that constitute public infrastructure,
- f. Equipment located on a project site that constitutes public infrastructure,
- g. Architects and engineering costs for the design of any improvements to a project site,
- h. Access drives on a project site,
- i. Landscaping, irrigation, fencing, and street furnishings, for a project site,
- j. Stormwater facilities (water drainage and flood control) on a project site (including detention ponds),
- k. Water system infrastructure and water features,
- l. Public sewer infrastructure and improvements,
- m. Electrical system,
- n. Natural gas,
- o. Public roadways, bridges, curbs, grates, gutters, medians, speed bumps and traffic calming devices including (without limitation) two box culverts, stop light improvement on Summer Avenue (Highway 70), new traffic signal on Stage Road (Highway 64), and changes to the turn lanes on Stage Road,
- p. Pedestrian crosswalks, sidewalks and pedestrian safety features,
- q. Bike lanes and bike racks,
- r. Traffic signals, street signs, wayfinding, district branding signs and transit stops,
- s. Street lights and other safety lighting,
- t. Street signs,
- u. Street trees and site preparation,
- v. Public parking lots,
- w. Public park area amenities,
- x. Walking and running trails,
- y. Public common areas,
- z. Acquisition of land or property,
- aa. Security enhancements,
- bb. Permits, legal, insurance, consulting, construction management fees and architectural, civil engineering, traffic engineering, landscape architecture consulting fees for specific planning, design and construction services reasonably required to accomplish any of the foregoing.

As used above, “public infrastructure” has the meaning given to such term in Tenn. Code Ann. § 9-23-108.

EXHIBIT "D"

Parcels in Plan Area

Union Depot 1st Addition Property

B0157 00187
B0157 00188
B0157 00192
B0157 00195
B0157 00434
B0157 00672

Corridor Improvement Area

B0157 00287
B0157 00287Z
B0157 00290
B0157 00291
B0157 00292
B0157 00454C
B0157 00458C
B0157 00459
B0157 00460C
B0157 00520
B0157 00521
B0157 00525
B0157 00625C
B0157 00626
B0157 00684C
B0157 00717
B0157 00753
B0157 00761
B0157 00762
B0157 00763
B0157 00765
B0157 00775
B0157 00776
B0157 00783
B0157 00814
B0157 00852
B0157 00863
B0157 00879C
B0157 00881
B0157 00882C
B0157 00884
B0157 00902

Corridor Improvement Area, continued

B0157 00903
B0157 00927
B0157 00928
B0157 00930
B0157 00951C
B0157 00955
B0157 00956
B0157 00957
B0157 00958
B0157M H00001
B0157M H00002
B0157M H00003
B0157M H00004
B0157M H00005
B0201 00011C
B0201 00013
B0201 00015
B0201 00016C
B0201 00019
B0201 00020
B0201 00056
B0201 00062
B0201 00063
B0201 00122
B0201 00123
B0201 00124
B0201 00125
B0201 00134
B0201 00159
B0201 00177

Greenspace Preservation Area

B0148 00786
B0148 00894
B0148 00787

EXHIBIT D

Planned Improvements

The following improvements in the Plan Area:

- a. Greenspace Preservation Area acquisition and capital upgrades,
- b. Demolition, clearing, grading, excavation, erosion control, retaining walls, and site work,
- c. Existing infrastructure demo and construction or reconstruction of public infrastructure,
- d. Utility connections and relocation, installation, replacement and placement to public or private utilities,
- e. Buildings constructed on a project site that constitute public infrastructure,
- f. Equipment located on a project site that constitutes public infrastructure,
- g. Architects and engineering costs for the design of any improvements to a project site,
- h. Access drives on a project site,
- i. Landscaping, irrigation, fencing, and street furnishings, for a project site,
- j. Stormwater facilities (water drainage and flood control) on a project site (including detention ponds),
- k. Water system infrastructure and water features,
- l. Public sewer infrastructure and improvements,
- m. Electrical system,
- n. Natural gas,
- o. Public roadways, bridges, curbs, grates, gutters, medians, speed bumps and traffic calming devices including (without limitation) two box culverts, stop light improvement on Summer Avenue (Highway 70), new traffic signal on Stage Road (Highway 64), and changes to the turn lanes on Stage Road,
- p. Pedestrian crosswalks, sidewalks and pedestrian safety features,
- q. Bike lanes and bike racks,
- r. Traffic signals, street signs, wayfinding, district branding signs and transit stops,
- s. Street lights and other safety lighting,
- t. Street signs,
- u. Street trees and site preparation,
- v. Public parking lots,
- w. Public park area amenities,
- x. Walking and running trails,
- y. Public common areas,
- z. Acquisition of land or property,
- aa. Security enhancements,
- bb. Permits, legal, insurance, consulting, construction management fees and architectural, civil engineering, traffic engineering, landscape architecture consulting fees for specific planning, design and construction services reasonably required to accomplish any of the foregoing.

As used above, “public infrastructure” has the meaning given to such term in Tenn. Code Ann. § 9-23-108.

EXHIBIT E

Transaction Costs

1. All attorney's fees and expenses incurred by the Board and each Developer related to the negotiation and delivery of the Development Agreement, the Economic Impact Plan, any Additional Development Agreement, or any Tax Increment Financing Loan.
2. Subject to the limit on the Administrative Fee set forth in the Development Agreement, all other attorney's fees and expenses incurred by the Board and related to the Tax Increment Incentive.
3. Subject to the limit on the Administrative Fee set forth in the Development Agreement, all fees and expenses incurred by the Board associated with providing information required by the City and the County to identify and transfer the Tax Increment Revenues.
4. All out-of-pocket fees and expenses for attorneys, accountants, appraisers, surveyors, environmental consultants, engineers, and other professional advisors incurred by a Developer in connection with the Tax Increment Incentive and the negotiation and execution of this Agreement and any Additional Development Agreement.

EXHIBIT F

Form of Payment Request

PAYMENT REQUEST

To: The Industrial Development Board of the City of Bartlett, Tennessee

Re: Development [and Financing] Agreement dated _____, 2025, between _____ (“Developer”), and The Industrial Development Board of the City of Bartlett, Tennessee, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq.* (the “Board”)

Pursuant to Section [4] of the Development Agreement, please disburse the sum of \$ _____ from the Project Tax Increment Fund. In connection with such disbursement, the undersigned hereby certifies as follows:

(a) All amounts disbursed will be applied to the payment of or the reimbursement to Developer for Eligible Costs (including, without limitation, Transaction Costs), and the Eligible Improvements to which such Eligible Costs relate (if applicable) have been completed in material compliance with the plans and specifications previously provided to the Board or its Construction Consultant, to the extent applicable under the Development Agreement. The Construction Consultant has inspected and approved the Eligible Improvements, to the extent its approval is required under the Development Agreement.

(b) With the delivery of this Payment Request, all requirements for this disbursement under Section [4] of the Development Agreement have been satisfied.

(c) Developer or the Developer Representative has entered into all development agreements with the City of Bartlett or an agency thereof necessary for the construction of the Eligible Improvements to which this Payment Request relates. As of the date of this Payment Request, there are no defaults on the part of Developer or the Developer Representative under any such development agreements.

Please disburse all such amounts to the parties in the manner described on Exhibit A attached hereto.

All capitalized terms used herein and not otherwise defined have the respective meanings given to such terms in the Development Agreement.

Dated as of _____, 202__.

Signatures on the following page.

DEVELOPER:

By: _____

Name: _____

Title: _____

Payment Request reviewed and reimbursement of Eligible Cost recommended **if required under Development Agreement:**

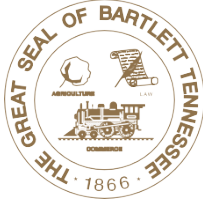
[CONSTRUCTION CONSULTANT]

By: _____

Title: _____

Date: _____

48798420.4



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

Ordinance 26-01

**Meeting: 1/13/2026 6:00 PM
Department: Court
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:**

Ordinance 26-01, an ordinance to amend Title 11, Chapter 3 of the Bartlett Municipal Code by adding a new section 307 that prohibits disorderly conduct.

WHEREAS, the Board of Mayor and Aldermen desires to promote and protect the health, safety, and general welfare of the public by prohibiting disorderly conduct;

WHEREAS, the Board of Mayor and Aldermen desires to prohibit disorderly conduct by adding a new section 307 to Title 11, Chapter 3 of the Bartlett Municipal Code that mirrors or substantially duplicates Tenn. Code Ann. § 39-17-305, which is a state criminal statute that specifies the offense of disorderly conduct and classifies the offense as a Class C misdemeanor; and

WHEREAS, Tenn. Code Ann. § 16-18-302 affords municipal courts jurisdiction to enforce any municipal law or ordinance that mirrors, substantially duplicates or incorporates by cross-reference the language of a state criminal statute if the state criminal statute mirrored, duplicated, or cross-referenced is a Class C misdemeanor and the maximum penalty prescribed by municipal law or ordinance is a civil fine not in excess of fifty dollars (\$50.00).

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

Section I. Title 11, Chapter 3 of the Bartlett Municipal Code shall be amended by adding the following provision as a new section 307:

11-307. Disorderly Conduct. (1) A person commits an offense who, in a public place and with intent to cause public annoyance or alarm:

- (a) Engages in fighting or in violent or threatening behavior;
- (b) Refuses to obey an official order to disperse issued to maintain public safety in dangerous proximity to a fire, hazard or other emergency; or
- (c) Creates a hazardous or physically offensive condition by any act that serves no legitimate purpose.

(2) A person also violates this section who makes unreasonable noise that prevents others from carrying on lawful activities.

(3) A violation of this section shall be punishable by a civil fine not in excess of fifty dollars (\$50.00).

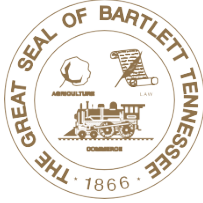
Effective Date: BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on the third and final reading, the public welfare requiring it.

First Reading: January 13, 2026
Second Reading: January 27, 2026
Third Reading: February 10, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



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

Ordinance 26-02

**Meeting: 1/13/2026 6:00 PM
Department: Court
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:**

Ordinance 26-02, an ordinance to amend Title 11, Chapter 3 of the Bartlett Municipal Code by adding a new section 308 that prohibits public intoxication.

WHEREAS, the Board of Mayor and Aldermen desires to promote and protect the health, safety, and general welfare of the public by prohibiting public intoxication;

WHEREAS, the Board of Mayor and Aldermen desires to prohibit public intoxication by adding a new section 308 to Title 11, Chapter 3 of the Bartlett Municipal Code that mirrors or substantially duplicates Tenn. Code Ann. § 39-17-310, which is a state criminal statute that specifies the offense of public intoxication and classifies the offense as a Class C misdemeanor; and

WHEREAS, Tenn. Code Ann. § 16-18-302 affords municipal courts jurisdiction to enforce any municipal law or ordinance that mirrors, substantially duplicates or incorporates by cross-reference the language of a state criminal statute if the state criminal statute mirrored, duplicated, or cross-referenced is a Class C misdemeanor and the maximum penalty prescribed by municipal law or ordinance is a civil fine not in excess of fifty dollars (\$50.00).

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

Section 1. Title 11, Chapter 3 of the Bartlett Municipal Code shall be amended by adding the following provision as a new section 308:

11-308. Public Intoxication. (1) A person commits the offense of public intoxication who appears in a public place under the influence of a controlled substance, controlled substance analogue or any other intoxicating substance to the degree that:

- (a) The offender may be endangered;
- (b) There is endangerment to other persons or property; or
- (c) The offender unreasonably annoys people in the vicinity.

(2) A violation of this section shall be punishable by a civil fine not in excess of fifty dollars (\$50.00).

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

First Reading: January 13, 2026

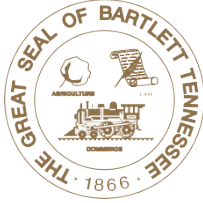
Second Reading: January 27, 2026

Third Reading: February 10, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



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

Ordinances 26-03

**Meeting: 1/13/2026 6:00 PM
Department: Court
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:**

Ordinance 26-03, an ordinance to amend Title II, Chapter 3 of the Bartlett Municipal Code by adding a new section 309 that prohibits obstructing a highway or other passageway.

WHEREAS, the Board of Mayor and Aldermen desires to promote and protect the health, safety, and general welfare of the public by prohibiting obstructing a highway or other passageway;

WHEREAS, the Board of Mayor and Aldermen desires to prohibit obstructing a highway or other passageway by adding a new section 309 to Title II, Chapter 3 of the Bartlett Municipal Code that mirrors or substantially duplicates Tenn. Code Ann. § 39-17-307(a)(2) and -307(b), which are subsections of a state criminal statute that specify an offense for disobeying a reasonable request or order to move by a law enforcement officer, firefighter, or other person with authority to control the use of the premises to prevent obstruction of a highway or passageway or to maintain public safety by dispersing those gathered in dangerous proximity to a fire, riot, or other hazard and classify the offense as a Class C misdemeanor; and

WHEREAS, Tenn. Code Ann. § 16-18-302 affords municipal courts jurisdiction to enforce any municipal law or ordinance that mirrors, substantially duplicates or incorporates by cross-reference the language of a state criminal statute if the state criminal statute mirrored, duplicated, or cross-referenced is a Class C misdemeanor and the maximum penalty prescribed by municipal law or ordinance is a civil fine not in excess of fifty dollars (\$50.00).

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

Section I. Title II, Chapter 3 of the Bartlett Municipal Code shall be amended by adding the following provision as a new section 309:

II-309. Obstructing Highway or Other Passageway. (I) A person commits an offense who, without legal privilege, intentionally, knowingly, or recklessly disobeys a reasonable request or order to move issued by a person known to be a law enforcement officer, a firefighter, or a person with authority to control the use of the premises to:

- (a) prevent obstruction of a highway or passageway; or
- (b) maintain public safety by dispersing those gathered in dangerous proximity to a fire, riot or other hazard.

(2) For purposes of this section, “obstruct” means to render impassable or to render passage unreasonably inconvenient or potentially injurious to persons or property.

(3) A violation of this section shall be punishable by a civil fine not in excess of fifty dollars (\$50.00).

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

First Reading: January 13, 2026

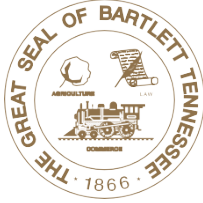
Second Reading: January 27, 2026

Third Reading: February 10, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



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

Ordinance 26-04

**Meeting: 1/13/2026 6:00 PM
Department: Court
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:**

Ordinance 26-04, an ordinance to amend Title 15, Chapter 1 of the Bartlett Municipal Code by adding a new section 141 that adopts by reference the provisions of Tenn. Code Ann. § 55-10-106, Immediate Notice of Accident.

WHEREAS, the Board of Mayor and Aldermen desires to promote and protect the health, safety, and general welfare of the public by requiring a driver of a vehicle involved in an accident resulting in injury to or death of any person or in property damage to an apparent extent of fifty dollars (\$50.00) or more to provide immediate notice of the accident to the Bartlett Police Department;

WHEREAS, Tenn. Code Ann. § 55-10-106 requires a driver of a vehicle involved in an accident resulting in injury to or death of any person or in property damage to an apparent extent of fifty dollars (\$50.00) or more to provide immediate notice of the accident to the local police department if the accident occurs within a municipality; and

WHEREAS, Tenn. Code Ann. § 55-10-307 authorizes incorporated municipalities to adopt by reference the provisions of Tenn. Code Ann. § 55-10-106 and the Board of Mayor and Aldermen desires to adopt by reference the provisions of Tenn. Code Ann. § 55-10-106, Immediate Notice of Accident.

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

Section 1. Title 15, Chapter 1 of the Bartlett Municipal Code shall be amended by adding the following provision as a new section 141:

15-141. Immediate Notice of Accident. The City of Bartlett adopts by reference, as if fully set forth in this section, the provisions of Tenn. Code Ann. § 55-10-106, Immediate Notice of Accident. A violation of this section shall be punishable by a civil fine not in excess of fifty dollars (\$50.00).

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

First Reading: January 13, 2026

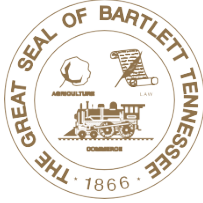
Second Reading: January 27, 2026

Third Reading: February 10, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



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

Ordinance 26-05

**Meeting: 1/13/2026 6:00 PM
Department: Court
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:**

Ordinance 26-05, an ordinance to amend Title 15, Chapter 1 of the Bartlett Municipal Code by adding a new section 142 that requires safety chains for trailers.

WHEREAS, the Board of Mayor and Aldermen desires to promote and protect the health, safety, and general welfare of the public by requiring safety chains for trailers;

WHEREAS, the Board of Mayor and Aldermen desires to mandate safety chains for trailers by adding a new section 142 to Title 15, Chapter 1 of the Bartlett Municipal Code that mirrors or substantially duplicates Tenn. Code Ann. § 55-7-114, which is a state statute that requires safety chains for trailers and specifies a fine of fifty dollars (\$50.00) for a first offense violation, which constitutes a Class C misdemeanor; and

WHEREAS, Tenn. Code Ann. § 16-18-302 affords municipal courts jurisdiction to enforce any municipal law or ordinance that mirrors, substantially duplicates or incorporates by cross-reference the language of a state criminal statute if the state criminal statute mirrored, duplicated, or cross-referenced is a Class C misdemeanor and the maximum penalty prescribed by municipal law or ordinance is a civil fine not in excess of fifty dollars (\$50.00).

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

Section 1. Title 15, Chapter 1 of the Bartlett Municipal Code shall be amended by adding the following provision as a new section 142:

15-142. Safety Chains for Trailers. (1) In addition to any other attachment, any trailer, semitrailer, or pole trailer operated on the highways of Tennessee shall be attached to the towing vehicle by a chain, securely attached to both vehicles, and reasonably capable of maintaining the attachment in the event of failure by any other attachment device.

(2) The responsibility for providing safety chains for trailers rented, leased, or loaned to farmers by persons customarily doing so for the haulage of farm supplies or crops shall be with the person so renting, leasing, or loaning the trailer.

(3) A violation of this section shall be punishable by a civil fine not in excess of fifty dollars (\$50.00).

(4) This section does not apply to the following:

(a) farm implements used in tillage, harvesting, or seeding, if the implements were not equipped at the time of manufacture with safety chains, and if the implements are being towed

on state or local roads at a speed of less than twenty-five miles per hour (25 mph), except this exemption shall not apply to farm trailers; and
(b) any motor vehicle with an attached gooseneck type trailer or semitrailer with a fifth wheel.

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

First Reading: January 13, 2026

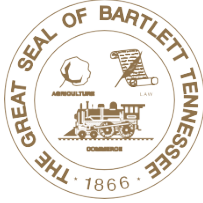
Second Reading: January 27, 2026

Third Reading: February 10, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



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

Ordinance 26-06

**Meeting: 1/13/2026 6:00 PM
Department: Court
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:**

Ordinance 26-06, an ordinance to amend Title 15, Chapter 1 of the Bartlett Municipal Code by adding a new section 143 that prohibits open containers in vehicles.

WHEREAS, the Board of Mayor and Aldermen desires to promote and protect the health, safety, and general welfare of the public by prohibiting open containers in vehicles;

WHEREAS, the Board of Mayor and Aldermen desires to prohibit open containers in vehicles by adding a new section 143 to Title 15, Chapter 1 of the Bartlett Municipal Code that mirrors or substantially duplicates Tenn. Code Ann. § 55-10-416, which is a state criminal statute that regulates open containers in vehicles and classifies a violation of its provisions as a Class C misdemeanor and recognizes the authority of any municipality to prohibit passengers, in addition to drivers, from consuming or possessing an open container of alcoholic beverage or beer during the operation of the vehicle by the driver; and

WHEREAS, Tenn. Code Ann. § 16-18-302 affords municipal courts jurisdiction to enforce any municipal law or ordinance that mirrors, substantially duplicates or incorporates by cross-reference the language of a state criminal statute if the state criminal statute mirrored, duplicated, or cross-referenced is a Class C misdemeanor and the maximum penalty prescribed by municipal law or ordinance is a civil fine not in excess of fifty dollars (\$50.00).

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

Section 1. Title 15, Chapter 1 of the Bartlett Municipal Code shall be amended by adding the following provision as a new section 143:

15-143. Open Container Law. (1) No driver shall consume any alcoholic beverage or beer or possess an open container of alcoholic beverage or beer while operating a motor vehicle within the corporate limits of the city.

(2) No passenger shall consume any alcoholic beverage or beer or possess an open container of alcoholic beverage or beer during the operation of a motor vehicle by its driver within the corporate limits of the city.

(3) For purposes of this section:

(a) "Open container" means any container containing alcoholic beverages or beer, the contents of which are immediately capable of being consumed or the seal of which has been broken;

- (b) An open container is in the possession of the driver when it is not in the possession of any passenger and is not located in a closed glove compartment, trunk or other non-passenger area of the vehicle;
 - (c) An open container is in the possession of a passenger when it is in the physical control of the passenger; and
 - (d) A motor vehicle is in operation if its engine is operating, whether or not the motor vehicle is moving.
- (4) A violation of this section shall be punishable by a civil fine not in excess of fifty dollars (\$50.00).

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

First Reading: January 13, 2026

Second Reading: January 27, 2026

Third Reading: February 10, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk