



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

Tuesday, February 10, 2026 - City Hall Council Chambers - 6:00 PM

INVOCATION

Opening Prayer by Warrie Williams, Fullview Baptist Church

FUTURE MEETINGS

Parks and Recreation Advisory Board, February 12 at 6 p.m.

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

BPACC Advisory Board, February 17 at 6 p.m.

Design Review Commission, February 17 at 6:30 p.m.

Board of Zoning Appeals, February 19 at 6:30 p.m.

Historic Preservation Commission, February 23 at 6:30 p.m.

RECOGNITIONS

Police Officer Swearing In

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

MINUTES ACCEPTANCE

- 1 Minutes of the January 13, 2026 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 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.**
- 2 **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.**
- 3 **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.**
- 4 **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.**
- 5 **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.**
- 6 **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.**

UNFINISHED BUSINESS

- 1 **Second reading of 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).**
- 2 **Second reading of 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).**
- 3 **Second reading of 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).**
- 4 **Second reading of 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)**

- 5 **Second reading of 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).**
- 6 **Second reading of 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).**

CONSENT AGENDA

- 1 **Special Event Permit for Bartlett Police Charitable Fundraiser. (Trey Arthur, Director of Code Enforcement)**

Bartlett Police Charitable Fundraiser to be held on May 2, 2026 from 8:00 a.m. to 3:00 p.m. at First Responders Monument located at 3599 Appling Road.

- 2 **Purchase two Mobile Public Safety Security Camera Units. (Jeff Cox, Chief of Police)**

Purchase two Mobile Public Safety Security Camera Units for \$99,800.00 from SCI Technologies, Inc. SCI Technologies, Inc. is a sole-source provider. Funds are available in Grant Account 131.42100.939.02326.

- 3 **Purchase of six Dodge Durangos from Columbia CDJR. (Jeff Cox, Chief of Police)**

Purchase of six Dodge Durangos for \$249,012.00 from Columbia CDJR. This purchase would be made via the State of Tennessee Contract SWC#209. Funds are available in Grant Account 131.42100.935.02326.

- 4 **Purchase of six in-car cameras, six body-worn cameras, and associated items from Motorola Solutions. (Jeff Cox, Chief of Police)**

Purchase of six in-car cameras, six body-worn cameras, and associated items for a total five-year cost of \$85,812.00 from Motorola Solutions. Motorola Solutions is a sole-source provider. Funds for year one in the amount of \$18,650.40 are available in Grant Account 131.42100.935.02326. All additional payments will be budgeted in Account 123.48123.264 for their respective fiscal years.

- 5 **Purchase of six mobile computers and supporting equipment from Insight Public Sector, Inc. (Jeff Cox, Chief of Police)**

Purchase six mobile computers and supporting equipment for \$37,422.66 from Insight Public Sector, Inc. This purchase would be made via the State of Tennessee Contract RSWC#3014. Funds are available in Grant Account 131.42100.935.02326.

6 Bid for six police vehicle lights, accessories, and installation of city-supplied equipment from Comserv Wireless. (Jeff Cox, Chief of Police)

Recommend accepting the lowest bid for six police vehicle lights, accessories and installation of city-supplied equipment for \$81,798.00 from Comserv Wireless. This purchase will be made via bid FY2026-07-001 from Comserv Wireless in July 2025. Funds are available in Grant Account 131.42100.935.02326.

7 Bid for six Can-Am all-terrain and three Can-Am side-by-side vehicles from FRS Powersports. (Jeff Cox, Chief of Police)

Recommend accepting the lowest bid for six Can-Am all-terrain and three Can-Am side-by-side vehicles for \$100,659.99 from FRS Powersports. This purchase will be made via bid FY2026-11-103 from FRS Powersports. Funds are available in Grant Account 131.42100.935.02326.

8 Purchase of three Axon Air-Skydio X10 Patrol UAS Systems from Axon Enterprises. (Jeff Cox, Chief of Police)

Purchase three Axon Air - Skydio X10 Patrol UAS Systems for a total five-year cost of \$100,620.00 from Axon Enterprises. This purchase would be made via the BuyBoard National Purchasing Cooperative. Funds for the initial purchase in the amount of \$82,800.00 are available in Grant Account 131.42100.939.02326. All additional payments, beginning in July of 2028, would be budgeted in Account 123.48123.264 for their respective years. These subsequent payments equate to \$5,940.00 per year.

9 Purchase of one Ford Bronco Sport from Ford of Murfreesboro. (Jeff Cox, Chief of Police)

Purchase a Ford Bronco Sport for \$27,773.00 from Ford of Murfreesboro. This purchase will be made via the State of Tennessee Contract SWC#209. Funds are available in Account 124.48124.935.

10 Financial Report December 2025. (Dick Phebus, Director of Finance)

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

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

12 Payment agreement for Oliver Creek Interceptor Contract C with the City of Lakeland. (John Horne, Director of Engineering)

Pursuant to Section 2.03 of the Inter-Jurisdictional Agreement (IJA) between the City of Lakeland and the City of Bartlett, resolution 12-25 adopted April 8, 2025, Bartlett agreed to “participate, on a proportional basis, in cost sharing in any capital project determined necessary... to rehabilitate, enlarge, or upgrade that portion of Lakeland’s WCTS and WWTP used to convey and treat wastewater generated from Bartlett.”

On June 5, 2025, the City of Lakeland tentatively approved Resolution R-66-2025, an agreement with Grinder, Taber & Grinder, Inc. for the Oliver Creek Sanitary Sewer Interceptor Contract C Project. This project was tentatively approved in the amount of One Million Nine Hundred Fifty-One Thousand Four Hundred Eighty-Eight Dollars (\$1,951,488.00) for the Oliver Creek Sanitary Sewer Interceptor Contract C project contingent on Approval from the Tennessee Department of Environment & Conservation, which has since been approved. An additional Two Hundred Thousand Dollars (\$200,000.00) for a construction contingency fund to be used to pay for items that may arise outside of the unit bid prices and for unforeseen work to a total fixed cost amount of Two Million One Hundred Fifty-One Thousand Four Hundred Eighty-Eight Dollars (\$2,151,488.00).

Additionally, on January 16, 2025, the City of Lakeland approved Resolution R-15-2025, a professional services agreement with Buchart Horn, Inc. for CEI related to the Oliver Creek Sanitary Sewer Interceptor Project. This project was approved in the amount of Four Hundred Twenty Thousand Two Hundred Dollars (\$420,200) for the Oliver Creek Sanitary Sewer Interceptor Project.

The total for these two agreements is Two Million Five Hundred Seventy-One Thousand Six Hundred Eighty-Eight Dollars (\$2,571,688.00).

Based on flow monitoring data, the City of Bartlett’s proportional percentage of this contract is Seven percent (7%), which amounts to One Hundred Eighty Thousand Eight Hundred Forty Dollars (\$180,840.00) for the Oliver Creek Sanitary Sewer Interceptor Contract C Project.

Funds are available in Account 312.48312.809.

NEW BUSINESS

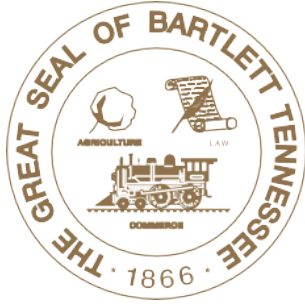
1 Appoint and re-appoint Members to City's Boards and Commissions. (David Parsons, Mayor)

- 2 Set a public hearing for February 24, 2026 for Resolution 04-26, a resolution approving a Special Use Permit to allow a Secondhand Retail establishment to be located at 2849 Bartlett Boulevard, within the "CG-MS" General Business with a Main Street Overlay Zoning District. (Kim Taylor, Director of Planning and Economic Development)**
- 3 Resolution 05-26, a resolution to amend the FY2026 General Fund budget to recognize Tennessee Department of Agriculture – Forestry Division’s TAEP Community Tree Planting Grant funding of \$1,115 for Bartlett Parks Department. (Dick Phebus, Director of Finance)**
- 4 Resolution 06-26, a resolution to approve the Purchase of Quail Ridge Golf Course and related First Amendment to Development Agreement for the Public Safety and Greenspace Preservation Economic Impact Plan. (Tricia E. Adrian, Attorney to the Industrial Development Board)**
- 5 Selection of the Golf Management Service Firm. (Steve Sones, Chief Administrative Officer)**
- 6 Resolution 07-26, a resolution to amend the Fiscal Year 2026 General Fund Budget to appropriate \$14,500 for qualified law enforcement officers funded by the State of Tennessee Recruitment and Retention Grant Program. (Dick Phebus, Director of Finance)**

OPEN DISCUSSION

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

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

Board of Mayor and Aldermen Meeting Minutes Tuesday, January 13, 2026 - 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

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**

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

PUBLIC HEARING

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

Victor Gooden, 4929 Grace View Lane sought clarification on the City's contingency plans regarding environmental issues and the protection of citizens' property.
Adjourn at 6:04 p.m.

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)

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

CONSENT AGENDA

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

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)

Budgeted Expenditures: \$111,624,243
Year-to-date Expenditures: \$42,894,655
Budgeted Revenues: \$111,624,243
Year-to-date Revenues: \$27,773,756

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)

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

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)

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

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)

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

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.

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

- 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.**

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

- 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.**

Assistant City Attorney Will Wyatt responded to Alderman Quinn's question regarding jurisdictional fines. Mr. Wyatt stated that the arresting agency is the charging authority.

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

- 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.**

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

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.

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

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.

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

OPEN DISCUSSION

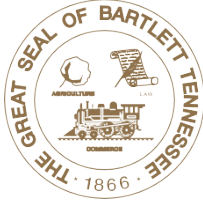
Alderman Robert Griffin commended Michael Bollinger for developing a diverse season at BPACC and for successful marketing. Director of BPACC Michael Bollinger presented the second half of the 2025-2026 season. Marva Malone, 6819 Old Brownsville Road, thanked the Board, Police Department, and Public Works for their assistance in deterring speeders and cleaning up the neighborhood.

ADJOURNMENT

Adjourned at 6:40 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 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).

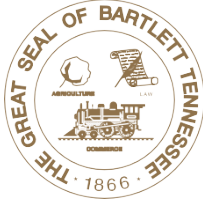
Effective Date: BE IT FURTHER ORDAINED that this ordinance shall take effect upon its passage on the third and final reading, the public welfare requiring it.

First Reading: January 13, 2026
Second Reading: February 10, 2026
Third Reading: February 24, 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

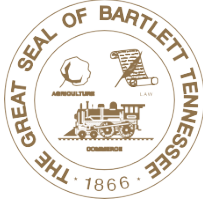
Second Reading: February 10, 2026

Third Reading: February 24, 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

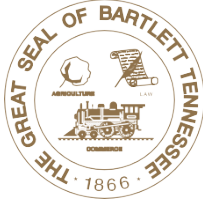
Second Reading: February 10, 2026

Third Reading: February 24, 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

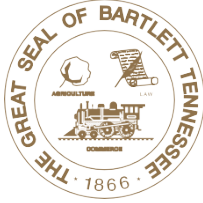
Second Reading: February 10, 2026

Third Reading: February 24, 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

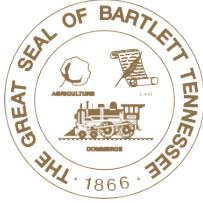
Second Reading: February 10, 2026

Third Reading: February 24, 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 I 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 I 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 I. Title 15, Chapter I 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: February 10, 2026

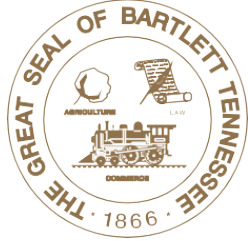
Third Reading: February 24, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

Board of Mayor and Aldermen
February 10, 2026



Item Memo

Consent Summary:

Bartlett Police Charitable Fundraiser to be held on May 2, 2026 from 8:00 a.m. to 3:00 p.m. at First Responders Monument located at 3599 Appling Road.

Formal Body:

Attachments:

Bartlett Police Charitable Fundraiser



Bartlett

T E N N E S S E E

HOMETOWN PROUD

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

3599 Appleton Road Address 38133 Zip Code

MAY 2, 2026 - Set-up Day MAY 1, 2026 Dates of the Event 8 AM - 3 PM Hours of the Event

Fundraiser / Public Attraction Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett Property Owner

Bartlett Pulse Charitable Foundation Special Event Permit Applicant P.O. Box 495, Ellandale, TN 38029 Address of Applicant

901-734-6203 Phone Number ChArmstrong@BartlettPulse.org Email Address

Check all items that apply:

For information call (901) 385-6425.

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

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

_____ Total Fees

Chris Armstrong Responsible Person _____ Date

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

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

Special Event Checklist

Event: Braetlett Police Week SK

Location: 3599 Appleby Road

Dates: May 2, 2020

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 I of the Zoning Ordinance.

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

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

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

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

Political campaigning. Campaigning for public office.

Performance standards:

	Submitted or ok	N/A		Comments
I		N/A	<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	X		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.	Attached
3		X	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	X		Land-use compatibility. The special event shall be compatible with the purpose and intent of this Section and with adjacent land uses.	
5	X		The special event shall not impair the normal, safe and effective operation of permanent use on the same site,	
6	X		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		N/A	<i>Compliance with other regulations,</i> all structures shall meet all applicable provisions of the Building Code.	
8		N/A	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	X		<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"> <thead> <tr> <th></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>		Duration	Type 1: Noncommercial	30 days	Type 2: Special Seasonal	90 days	Type 3: Commercial	14 days	Type 4: Public Attractions	14 days	memo attached
	Duration													
Type 1: Noncommercial	30 days													
Type 2: Special Seasonal	90 days													
Type 3: Commercial	14 days													
Type 4: Public Attractions	14 days													
10		N/A	<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		N/A	<p>Frequency. Except as otherwise provided herein, the maximum frequency of a special event on the same property shall be two (2) times per calendar year, excluding a shopping center. A shopping center shall be allowed to hold four (4) centralized events not connected to any individual business located within the center in addition to those events held by the individual businesses located within the shopping center.</p>											

	Submitted or ok	N/A		Comments
12		N/A	<p>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	X		<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>	Attached
14	X		<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>	Attached

	Submitted or ok	N/A		Comments
15		N/A	<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		N/A	<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	X		<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	Y		<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	x		<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>	Attached

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

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	X		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	X		Name and address of the applicant.	
29	X		Names and address of the owner of the premises on which the proposed event is to be held.	
30	X		Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
31	X-		Description of the site on which the proposed event <i>is</i> to be held.	
32	X		Date of the proposed event.	
33	X		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	X		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		N/A	Location and number of proposed temporary public toilets.	
36		N/A	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	X		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	



Bartlett Police Charitable Foundation
P.O. Box 495
Ellendale, Tennessee 38029
carmstrong@bartletpolice.org
Chris Armstrong/901-734-6203

To: The City of Bartlett Board of Mayor and Board of Aldermen

The Bartlett Police Charitable Foundation (BPCF) is requesting a permit to host the **7th Annual Police Week 5K Run & Obstacle Course on May 2, 2026**, at the Bartlett First Responders Monument. All proceeds will benefit Concerns of Police Survivors (C.O.P.S.) as they work to support the survivors who have lost a loved one to a line-of-duty death. In addition, hosting this 5K event will bring the community and its officers closer together while raising awareness of fallen officers.

Who we are and what we do: The BPCF is comprised of Bartlett Police Department officers, dispatchers, jailers, and community volunteers. All members of the BPCF are volunteers. The BPCF is a 501 (c) (3) charity and hosts several events each year, aiming to connect local law enforcement and Bartlett citizens in order to assist those in need.

The Concern of Police Survivors (C.O.P.S.) was organized in 1984 with 110 individual members. Today, C.O.P.S. membership is over 48,000 survivors. Survivors include spouses, children, parents, siblings, significant others, and co-workers of officers who have died in the line of duty, according to Federal government criteria. In addition, C.O.P.S. has over 50 Chapters nationwide that work with survivors at the grassroots level.

We appreciate your consideration and look forward to hearing from you.

Respectfully,

Bartlett Police Charitable Foundation Board Members

Chris Armstrong, President
Jason Jackson, Vice President
Kristina Headley, Secretary
Grant Young, Treasure

David Parsons
MAYOR



City of Bartlett
Police Department

Jeff Cox
CHIEF OF POLICE



To Whom it May Concern:

The Bartlett Police Department is aware of the Police Week 5K event scheduled for May 2, 2026. We will have our traffic unit handle all traffic related needs and, on that day, up to and including closure of Appling Road between Southern Way and Flaherty Place as well as Southern Way between Appling Road and Appling Lakes Drive. Please let me know if you need additional information from me.

Respectfully,

A handwritten signature in cursive script that reads "Laurie Thompson".

Laurie Thompson
Chief Inspector



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

December 18, 2025

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

The Bartlett Police Charitable Foundation has requested the use of Appling Lake First Responder's area at 3599 Appling Rd. for their 7th Annual Police Week 5K. This event will be held Saturday, May 2, 2026 and will set up May 1, 2026.

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

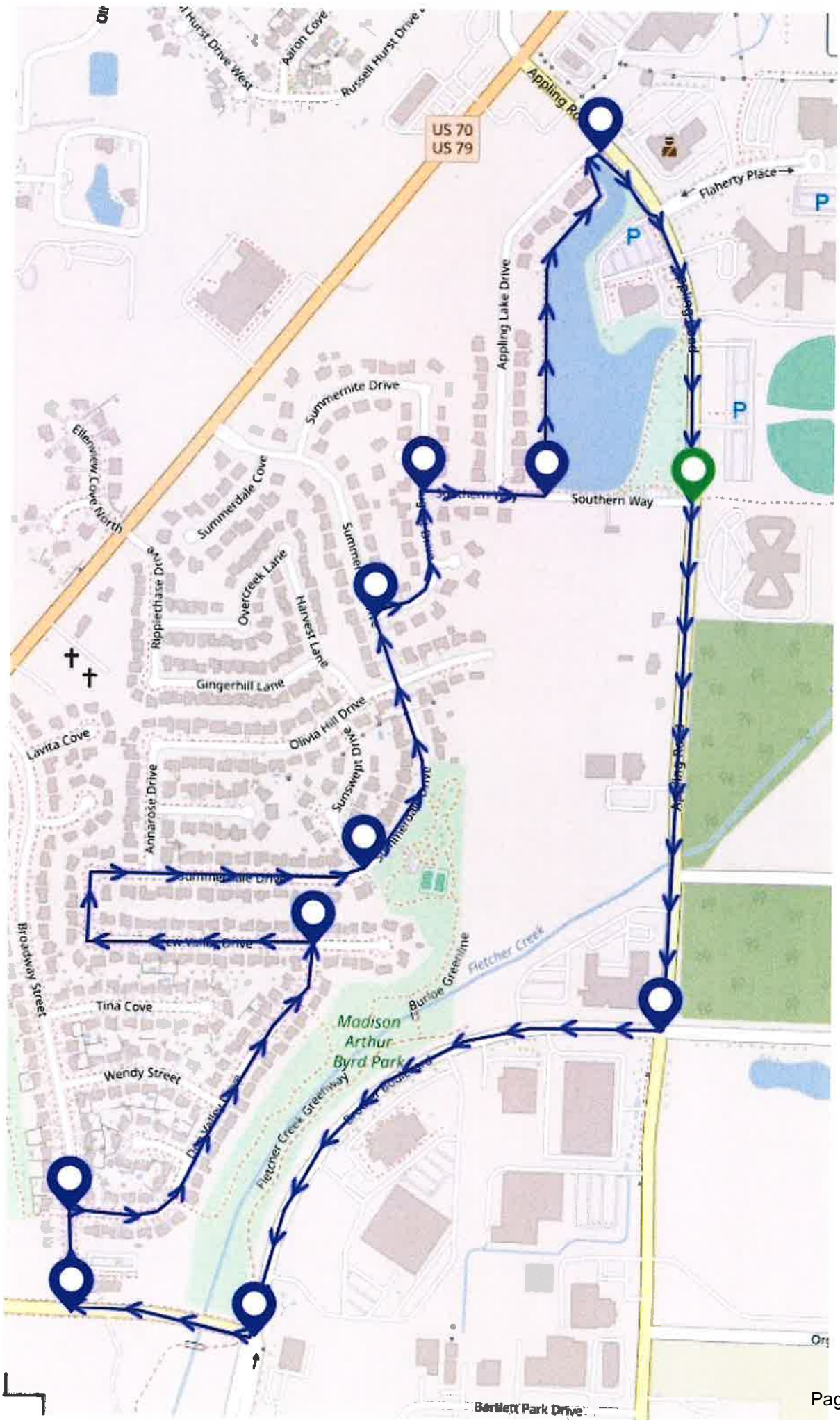
Sincerely,

Paul Wright, CPRE | Director
City of Bartlett | Parks & Recreation



Bartlett
T E N N E S S E E
HOMETOWN PROUD

cc: Lt. Chris Armstrong
carmstrong@bartlettspolice.org

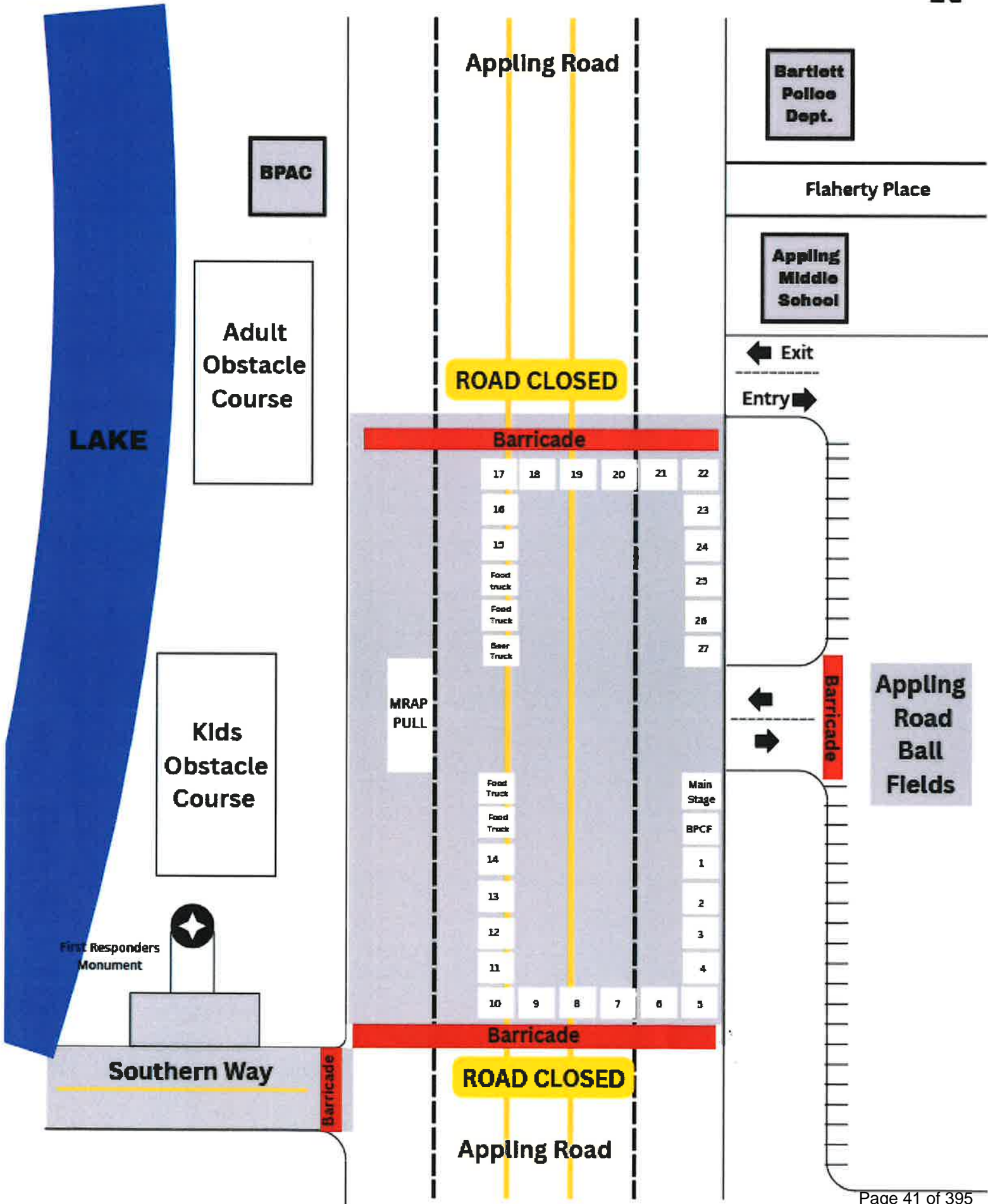


7th Annual Bartlett Police Week 5K & Obstacle Course

First Responders Monument, 3599 Appling Road Bartlett, TN



NOT TO SCALE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2025

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 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 Clay and Land Insurance, Inc. 866 Ridgeway Loop Rd Suite 200 Memphis TN 38120	CONTACT NAME: Bry Bomar
	PHONE (A/C, No, Ext): (901) 767-3600 FAX (A/C, No):
	E-MAIL ADDRESS: bbomar@clayandland.com
INSURED BARTLETT POLICE CHARITABLE FOUNDATION PO BOX ELLENDALE TN 38029	INSURER(S) AFFORDING COVERAGE INSURER A: Mount Vernon Fire Insurance Company NAIC # 26522 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2412277900 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		SE 2034254	05/01/2026	05/05/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			SE 2034254	05/01/2026	05/05/2026	GENERAL AGGREGATE 2,000,000 PER OCCURRENCE 1,000,000

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

EVENT ADDRESS:

3599 APPLING RD, BARTLETT TN 38133

CITY OF BARTLETT IS LISTED AS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

CITY OF BARTLETT 6400 STAGE RD BARTLETT, TN 38134	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 Addie Davis/ADDIE
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EXTENSION OF DECLARATIONS

Regardless of the dates shown on the Declarations, this insurance applies only for the location(s), event(s) and date(s) specified in this Extension of Declarations.

Policy No. SE 2034254

SCHEDULE OF EVENTS

<i>Event</i>	<i>Start Date</i>	<i>End Date</i>
Sporting Event / Tournament - Mud Runs, Obstacle Runs, Trail Runs and Zombie Runs (applicant is the host of the event)	05/02/2026	05/02/2026

Location(s):

3599 Appling Rd, Bartlett, TN 38133

<i>Event</i>	<i>Start Date</i>	<i>End Date</i>
Set-up and/or Take-down Coverage	05/01/2026	05/01/2026

Location(s):

3599 Appling Rd, Bartlett, TN 38133

<i>Event</i>	<i>Start Date</i>	<i>End Date</i>
Set-up and/or Take-down Coverage	05/03/2026	05/04/2026

Location(s):

3599 Appling Rd, Bartlett, TN 38133

Subject to the terms and conditions of this policy, coverage is provided for a maximum of twenty-four (24) hours after the scheduled end date of an event shown above.

LIQUOR LIABILITY COVERAGE PART DECLARATIONS

Policy No. SE 2034254

Effective Date: 05/01/2026
12:01 STANDARD TIME

LIMITS OF INSURANCE

Liquor Each Common Cause Limit	\$1,000,000
Liquor Aggregate Limit	\$2,000,000

LIABILITY DEDUCTIBLE

\$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location	Address	Territory
1	3599 Appling Rd, Bartlett, TN 38133	001

PREMIUM COMPUTATION

Evt #	Classification	Code No.	Premium Basis	Pr/Co	Advance Premium		
					All Other	All Other	
1	Sporting Event / Tournament - Mud Runs, Obstacle Runs, Trail Runs and Zombie Runs (applicant is the host of the event)	00403	175 Consumers	N/A	350.000	N/A	\$350
1	Additional Insured - Blanket - Special Events	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
MINIMUM PREMIUM FOR LIQUOR LIABILITY COVERAGE PART:							\$101
TOTAL PREMIUM FOR LIQUOR LIABILITY COVERAGE PART:							\$350
(This Premium may be subject to adjustment.) MP - minimum premium							

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95) and Form SOE (03/10)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. SE 2034254

Effective Date: 05/01/2026
12:01 STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See L-535
General Aggregate Limit	\$2,000,000

LIABILITY DEDUCTIBLE

\$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	3599 Appling Rd, Bartlett, TN 38133	001

PREMIUM COMPUTATION

<i>Evt #</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Advance Premium</i>		
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>
1	Sporting Event / Tournament - Mud Runs, Obstacle Runs, Trail Runs and Zombie Runs (applicant is the host of the event)	00413	600 Attendees	N/A	250.000	N/A	\$250
1	Set-up and/or Take-down Coverage	00442	Per Event	N/A	75.000	N/A	\$75
1	Additional Insured - Blanket - Special Events	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0

MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$94

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$325

(This Premium may be subject to adjustment.) **MP - minimum premium**

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95) and Form SOE (03/10)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

EXTENSION OF DECLARATIONS

Policy No. SE 2034254

Effective Date: **05/01/2026**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

L-387	12/19	with a Food Borne Illness Exception Exclusion - Mechanical Riding Devices and Mechanical Amusement Devices
L-423	02/11	Exclusion For Structure Collapse
L-428	04/15	Absolute Firearms Exclusion
L-536	09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
L-563	07/03	Set-Up And/Or Take-Down Coverage For Special Events
L-599	10/07	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
L-686	10/12	Absolute Exclusion for Liquor and Other Related Liability
L-816	11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
L-820	12/18	Special Events Blanket Additional Insured Endorsement
L-835	10/22	Exclusion - Specific Activities, Operations or Features
LLQ 102	02/15	Event Vendor, Exhibitor And Contractor Exclusion
Notice-Unmanned Aircraft-GL	05/16	Advisory Notice To Policyholders
SPE 300	05/09	Special Events Property Damage Amendment
SPE 312	03/15	Who Is An Insured

The following forms apply to the Liquor Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0033	12/07	Liquor Liability Coverage Form
CG2406	04/13	Liquor Liability - Bring Your Own Alcohol Establishments
L-657	09/25	Absolute Exclusion for Pollution, Infectious Agent, Mold, Silica, Asbestos, and Lead with a Hostile Fire Exception for Pollution Only and with a Food Borne Illness Exception
L-816	11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
L-820	12/18	Special Events Blanket Additional Insured Endorsement
LLQ 102	02/15	Event Vendor, Exhibitor And Contractor Exclusion
LQ-352	09/08	Event Vendor - Other Insurance
LQ-354	10/09	Limitation Of Coverage To Insured Premises
LQ-428	10/16	Absolute Firearms Exclusion
SPE 312	03/15	Who Is An Insured

EXTENSION OF DECLARATIONS

Policy No. SE 2034254

Effective Date: 05/01/2026

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to multiple coverage parts

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG2173	01/15	Exclusion Of Certified Acts Of Terrorism
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
IL0250	09/08	Tennessee Changes - Cancellation And Nonrenewal
Jacket	07/19	Policy Jacket
L-224	10/10	Punitive Or Exemplary Damages Exclusion
L-562	07/03	Rain Date Coverage For Special Events
L-606	02/11	Exclusion For Injury To Performers, Entertainers And Participants
L-607	02/11	Exclusion For Climbing, Rebounding And Interactive Games And Devices
L-609	02/11	Animal Exclusion
L-610	11/04	Expanded Definition Of Bodily Injury
L-656	02/06	Extension Of Coverage - Committee Members
L-816	11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts
L-820	12/18	Special Events Blanket Additional Insured Endorsement
LLQ 102	02/15	Event Vendor, Exhibitor And Contractor Exclusion
LLQ101	08/06	Expanded Definition Of Employee
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
SPE 312	03/15	Who Is An Insured
TRIADN	12/20	Disclosure Notice of Terrorism Insurance Coverage

The following forms apply to the Commercial Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG 21 06	12/23	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG2109	06/15	Exclusion - Unmanned Aircraft
CG2136	03/05	Exclusion - New Entities
CG2139	10/93	Contractual Liability Limitation
CG2144	04/17	Limitation of Coverage to Designated Premises, Project or Operation
CG2147	12/07	Employment-Related Practices Exclusion
CG4032	05/23	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
L 427	01/20	Exclusion for Fireworks and Other Pyrotechnic Devices
L 535	03/15	Exclusion - Products-Completed Operations Hazard Other Than Food Or Beverage Products
L 599	08/25	Absolute Exclusion for Pollution, Infectious Agent, Mold, Silica, Asbestos, and Lead with a Hostile Fire Exception for Pollution Only and

NEW

Renewal of Number

Mount Vernon Fire Insurance Company
1190 Devon Park Drive, Wayne, Pennsylvania 19087
A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. SE 2034254

NAMED INSURED AND ADDRESS:

BARTLETT POLICE CHARITABLE FOUNDATION
3730 APPLING RD
BARTLETT, TN 38133

POLICY PERIOD: (MO. DAY YR.) From: 05/01/2026 To: 05/05/2026

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Special Event

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

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

	PREMIUM
Commercial Liability Coverage Part	\$325.00
Liquor Liability Coverage Part	\$350.00
TOTAL:	\$675.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: **CLAY AND LAND INSURANCE, INC. (3659)**
866 Ridgeway Loop Road, Suite 200
Memphis, TN 38120

Issued: 12/18/2025 1:21 PM

By: 
Authorized Representative



HEALTH PERMIT

14832673

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605325125
ATTN: SNOWBIRDS LLC (MU)
SNOWBIRDS LLC (MU)
9724 FRANK RD
GERMANTOWN TN 38139

CAPACITY:

COUNTY: Shelby

*Be it known that above operator has made application and paid the sum prescribed
by law, and is hereby authorized to conduct said business.*

In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Permit LOCAL 21
Shelby County Health Department

1826 SYCAMORE VIEW
Memphis, Tennessee 38134

Permit Number: #3279

Permit Fee: \$150.00

This is to certify that

SNOWBIRDS LLC (MU)



is granted permission to operate the below facility in accordance with the ordinances of the city of Memphis or other municipality, the County of Shelby, and/or under the rules and regulations of the Shelby County Health Department.

In accepting this permit, the holder agrees to permit inspection of this establishment or premise whenever such inspection may be deemed necessary by the Health Department. In food establishments the holder further agrees to permit samples of food and food products, and such may be deemed necessary, for analysis.

This permit is issued for one year ending JUNE 30, 2026 unless revoked by the Health Department. This permit is not transferable.



SNOWBIRDS LLC
9724 FRANK RD
GERMANTOWN, TN 38139

Asia Alexander
Administrator
Shelby County Health

KEEP THIS PERMIT POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.



Division of Business and Charitable Organizations
Department of State
 State of Tennessee
 312 Rosa L. Parks Avenue, 6th Floor
 Nashville, Tennessee 37243
 Phone: 615-741-2286
 sos.tn.gov/

Tre Hargett
 Secretary of State

MEREDITH FLYNN
 9724 FRANK ROAD
 GERMANTOWN, TN 38139, USA

07/07/2025

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Entity Name:	SNOWBIRDS, LLC	Initial Filing Date:	03/14/2024
SOS Control #:	001521717	Formation Locale:	TENNESSEE
Entity Type:	Limited Liability Company (LLC)	Duration Term:	Perpetual
Status:	Active	Annual Report Due:	04/01/2026
Fiscal Year Close:	December		
Business County:	SHELBY		
Managed By:	Director Managed		
Obligated Member Entity:	No		

Document Receipt

Receipt #: 2025-03451	Filing Fee:	\$300.00
Payment: Credit Card - 3892220005		\$300.00

Annual Report Due Date: 04/01/2025	Next Annual Report Due: 04/01/2026
Annual Report Date Filed: 02/18/2025	Tracking Number: B2025001151

This will acknowledge the filing of the attached Annual Report with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number above.

Tre Hargett
 Secretary of State

Event History

Annual Report Due Date changed from: 4/1/2025 to: 4/1/2026
 Officers Changed
 NAICS changed

Tracking Number
B2025001151



Tre Hargett
Secretary of State

Annual Report

Division of Business and Charitable Organizations

Department of State

State of Tennessee

312 Rosa L. Parks Avenue, 6th Floor

Nashville, Tennessee 37243

Phone: 615-741-2286

sos.tn.gov/businesses

Control #: 001521717
Filed: 02/18/2025 10:25 AM
Tre Hargett
Secretary of State

Entity Information

Business Name: Snowbirds, LLC

Entity Type: Limited Liability Company

Place of Formation: TENNESSEE

Control Number: 001521717

Managed Type: Director Managed

Principal Office Address:

9724 FRANK ROAD
USA, GERMANTOWN, TN 38139

Mailing Address:

9724 FRANK ROAD
USA, GERMANTOWN, TN 38139

Nature of Business (NAICS):

311520 - Frozen desserts (except bakery) manufacturing (Ice Cream and Frozen Dessert Manufacturing)

Number of Members: Six Or Less

Officer Information

MEREDITH FLYNN
9724 FRANK ROAD
USA, GERMANTOWN, TN 38139
Director

Registered Agent Information

MEREDITH FLYNN
9724 FRANK ROAD
GERMANTOWN, TN 38139

Signature

By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.

Signed Electronically: MEREDITH FLYNN

Date: 02/18/2025

Title: OWNER



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/

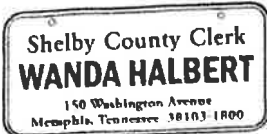
Date: 02/18/2025

Invoice: 2025-03451

Customer Information

MEREDITH FLYNN
SNOWBIRDS, LLC
9724 FRANK ROAD
GERMANTOWN, TN 38139, USA

Tracking #	Description	Amount Paid
B2025001151	2024 Annual Report for Snowbirds, LLC (LLC Filings)	\$ 300.00
Payment Details		
	Fee Total:	\$ 300.00
	Payment Total:	\$ 0.00
	Amount Due:	\$ 0.00
Payment Method		
	Payment Type: Credit Card	
	Check/Confirmation Number: 3892220005	



**SHELBY COUNTY
MINIMAL ACTIVITY LICENSE**

RECEIPT NUMBER	251009877
LICENSE NUMBER	240001486
THIS LICENSE EXPIRES	5/15/2026

OWNER(S)
SNOWBIRDS. LLC

SNOWBIRDS, LLC

9724 FRANK RD
GERMANTOWN, TN 38139

BUSINESS LOCATION ADDRESS
9724 FRANK RD
GERMANTOWN, TN 38139

DETACH LICENSE AND DISPLAY IN A PUBLIC AREA

RECEIPT NUMBER	251009877
LICENSE NUMBER	240001486
CLASSIFICATION	2

	CITY	COUNTY
MINIMAL ACTIVITY FEE		\$15.00
CREDIT CARD FEE		
TOTAL DUE		\$15.00

LICENSE PERIOD

FROM	01/01/2025
TO	12/31/2025

ISSUE DATE 07/10/2025

Wanda Halbert

WANDA HALBERT, COUNTY CLERK

VICTORIA LONG
 DEPUTY CLERK

Effective January 1, 2014, counties and cities will issue a minimal activity business license to any person with annual sales of more than \$3,000 but less than \$10,000 per year within a jurisdiction.

The minimal activity license will be issued upon receipt of an application and payment of a \$15 fee. The applicant must attest that the applicant is engaged in business within the county or incorporated municipality and has sales of less than \$10,000 per year within the jurisdiction. No person with sales of more than \$3,000 but less than \$10,000 can engage in business in the jurisdiction without first obtaining the minimal activity license.

If a person has more than one location in the jurisdiction, a separate minimal activity license and \$15 fee is required for each location. Any person obtaining a minimal activity license must display the license in the person's place of business. Persons with \$3,000 or less in annual sales in any incorporated municipality or county may, but are not required to, have a minimal activity license.

Each minimal activity license will expire thirty days after the end of what would be the taxpayer's filing period if the person were filing a business tax return. Each year, a new minimal activity license must be obtained for each of the persons locations if the person will meet the qualifying gross receipts criteria; another \$15 license fee must be paid for each new minimal activity license.

In any year in which the person's gross receipts in the jurisdiction are \$10,000 or more, the person will be required to file a regular business tax return for the tax year.



TENNESSEE DEPARTMENT OF HEALTH FOOD SERVICE ESTABLISHMENT INSPECTION REPORT

SCORE
100

Establishment Name: SNOWBIRDS LLC (MU) Type of Establishment: Farmer's Market Food Unit Permanent Mobile

Address: 9724 FRANK RD

City: GERMANTOWN Time in: 09:50 AM AM / PM Time out: 10:15 AM AM / PM

Inspection Date: 06/25/2025 Establishment #: 605325125 Embargoed: 000

Purpose of Inspection: Routine Follow-up Complaint Preliminary Consultation/Other

Risk Category: 1 2 3 4 Follow-up Required: Yes No Number of Seats: 0

Risk Factors are food preparation practices and employee behaviors most commonly reported to the Centers for Disease Control and Prevention as contributing factors in foodborne illness outbreaks. Public Health interventions are control measures to prevent illness or injury.

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

(Mark designated compliance status (IN, OUT, NA, NO) for each numbered item. For items marked OUT, mark COS or R for each item as applicable. Deduct points for category or subcategory.)

IN=In compliance				OUT=not in compliance				NA=not applicable				NO=not observed				COS=corrected on-site during inspection				R=repeat violation of the same code provision																	
Compliance Status												COS	R	WT	Compliance Status												COS	R	WT								
Supervision																			Cooking and Reheating of Time/Temperature Control For Safety (TCS) Foods																		
1	IN	OUT	NA	NO	Person in charge present, demonstrates knowledge, and performs duties.											16	IN	OUT	NA	NO	Proper cooking time and temperatures																
2	IN	OUT	NA	NO	Employee Health											17	IN	OUT	NA	NO	Proper reheating procedures for hot holding																
3	IN	OUT	NA	NO	Management and food employee awareness, reporting											Cooling and Holding, Date Marking, and Time as a Public Health Control																					
4	IN	OUT	NA	NO	Proper use of restriction and exclusion											18	IN	OUT	NA	NO	Proper cooling time and temperature																
5	IN	OUT	NA	NO	Good Hygienic Practices											19	IN	OUT	NA	NO	Proper hot holding temperatures																
6	IN	OUT	NA	NO	Proper eating, tasting, drinking, or tobacco use											20	IN	OUT	NA	NO	Proper cold holding temperatures																
7	IN	OUT	NA	NO	No discharge from eyes, nose, and mouth											21	IN	OUT	NA	NO	Proper date marking and disposition																
8	IN	OUT	NA	NO	Preventing Contamination by Hands											22	IN	OUT	NA	NO	Time as a public health control, procedures and records																
9	IN	OUT	NA	NO	Hands clean and properly washed											Consumer Advisory																					
10	IN	OUT	NA	NO	No bare hand contact with ready-to-eat foods or approved alternate procedures followed											23	IN	OUT	NA	NO	Consumer advisory provided for raw and undercooked food																
11	IN	OUT	NA	NO	Handwashing sinks properly supplied and accessible											Highly Susceptible Populations																					
12	IN	OUT	NA	NO	Approved Source											24	IN	OUT	NA	NO	Pasteurized foods used; prohibited foods not offered																
13	IN	OUT	NA	NO	Food obtained from approved source											Chemicals																					
14	IN	OUT	NA	NO	Food received at proper temperature											25	IN	OUT	NA	NO	Food additives approved and properly used																
15	IN	OUT	NA	NO	Food in good condition, safe, and undeteriorated											26	IN	OUT	NA	NO	Toxic substances properly identified, stored, used																
16	IN	OUT	NA	NO	Required records available: shell stock tags, parasite destruction											Conformance with Approved Procedures																					
17	IN	OUT	NA	NO	Protection from Contamination											27	IN	OUT	NA	NO	Compliance with variance, specialized process, and HACCP plan																
18	IN	OUT	NA	NO	Food separated and protected																																
19	IN	OUT	NA	NO	Food-contact surfaces cleaned and sanitized																																
20	IN	OUT	NA	NO	Proper disposition of unsafe food; returned food not re-served																																

Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.

GOOD RETAIL PRACTICES

OUT=not in compliance				COS=corrected on-site during inspection				R=repeat violation of the same code provision																													
Compliance Status												COS	R	WT	Compliance Status												COS	R	WT								
Safe Food and Water																			Utensils and Equipment																		
26	OUT	IN	NA	NO	Pasteurized eggs used where required											45	OUT	IN	NA	NO	Food and nonfood-contact surfaces cleanable, properly designed, constructed, and used																
29	OUT	IN	NA	NO	Water and ice from approved source											46	OUT	IN	NA	NO	Warewashing facilities, installed, maintained, used, test strips																
30	OUT	IN	NA	NO	Variance obtained for specialized processing methods											47	OUT	IN	NA	NO	Nonfood-contact surfaces clean																
Food Temperature Control																			Physical Facilities																		
31	OUT	IN	NA	NO	Proper cooling methods used; adequate equipment for temperature control											48	OUT	IN	NA	NO	Hot and cold water available; adequate pressure																
32	OUT	IN	NA	NO	Plant food properly cooked for hot holding											49	OUT	IN	NA	NO	Plumbing installed; proper backflow devices																
33	OUT	IN	NA	NO	Approved thawing methods used											50	OUT	IN	NA	NO	Sewage and waste water properly disposed																
34	OUT	IN	NA	NO	Thermometers provided and accurate											51	OUT	IN	NA	NO	Toilet facilities properly constructed, supplied, cleaned																
Food Identification																			Administrative Items																		
35	OUT	IN	NA	NO	Food properly labeled; original container; required records available											52	OUT	IN	NA	NO	Garbage/refuse properly disposed; facilities maintained																
Prevention of Food Contamination																			Compliance Status																		
36	OUT	IN	NA	NO	Insects, rodents, and animals not present											53	OUT	IN	NA	NO	Physical facilities installed, maintained, and clean																
37	OUT	IN	NA	NO	Contamination prevented during food preparation, storage & display											54	OUT	IN	NA	NO	Adequate ventilation and lighting; designated areas used																
38	OUT	IN	NA	NO	Personal cleanliness											Non-Smokers Protection Act																					
39	OUT	IN	NA	NO	Wiping cloths properly used and stored											55	OUT	IN	NA	NO	Current permit posted																
40	OUT	IN	NA	NO	Washing fruits and vegetables											56	OUT	IN	NA	NO	Most recent inspection posted																
Proper Use of Utensils																			Compliance Status																		
41	OUT	IN	NA	NO	In-use utensils properly stored											57	OUT	IN	NA	NO	Compliance with TN Non-Smoker Protection Act																
42	OUT	IN	NA	NO	Utensils, equipment and linens properly stored, dried, handled											58	OUT	IN	NA	NO	Tobacco products offered for sale																
43	OUT	IN	NA	NO	Single-use/single-service articles properly stored, used											59	OUT	IN	NA	NO	All tobacco products are sold; NSPA survey completed																
44	OUT	IN	NA	NO	Gloves used properly																																

Failure to correct any violations of risk factor items within the (10) days may result in suspension of your food service establishment permit. Repeated violation of an identical risk factor may result in revocation of your food service establishment permit. Items identified as constituting imminent health hazards shall be corrected immediately or operators shall comply. You are required to post the food service establishment permit in a conspicuous manner and post the most recent inspection report in a conspicuous manner. You have the right to request a hearing regarding this report by filing a written request with the Commissioner within ten (10) days of the date of this report. T.C.A. codes: 02-12-701, 02-12-702, 02-12-703, 02-12-704, 02-12-711, 02-12-712, 02-12-716, 02-12-717.

Signature of Person in Charge: [Signature] Date: 06/25/2025 Signature of Environmental Health Specialist: [Signature] Date: 06/25/2025

*** Additional food safety information can be found on our website: <http://tn.gov/health/articles/eh-food-service> ***

PH-2267 (Rev. 6-15) Free food safety training classes are available each month at the county health department. Please call () 9012229200 to sign-up for a class. RDA 629

VOID

VOID

VOID

ATTN: XAVIER REYES
BBQ X
4945 Copper Valley Dr E
Memphis TN 38141



HEALTH PERMIT

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605323785
ATTN: BBQ X
BBQ X
4945 Copper Valley Dr E
Memphis TN 38141

CAPACITY:
COUNTY: Shelby

*Be it known that above operator has made application and paid the sum prescribed
by law, and is hereby authorized to conduct said business.*

In Witness Whereof I have affixed my Hand at Nashville, Tennessee

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

State of Tennessee

The Tennessee State Fire Marshal hereby certifies that:

BBQ X LLC
4945 Copper Valley Dr. East
Memphis, TN 38141

is permitted to do business as a Mobile Food Unit within the State of Tennessee and that this license entitles the company to engage in that business.

ID NUMBER: 126
LIC STATUS: Active
EXPIRATION DATE: 03/24/2026

Equipment: Griddle, Grill, Range, Deep Fryer, Steaming Equipment
Fuel Type: Propane or other flammable gas, Solid Fuel



**DEPARTMENT OF
COMMERCE AND INSURANCE**

This permit is optional and serves only as proof of a fire code inspection. It does not serve as an inspection for the United States Department of Transportation, Tennessee Department of Transportation, Tennessee Department of Health, or any locally required non-fire code inspection. This permit is only for the Mobile Food Unit and equipment herein. It is not an approval of the location of the vehicle or proof that it meets local requirements for operation location.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2025

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 Rachael Castillo 6263 Poplar Avenue STE 130 Memphis TN 381194713	CONTACT NAME: Rachael Castillo PHONE (A/C, No, Ext): 901-767-0191 E-MAIL ADDRESS: rachael.castillo.frsg@statefarm.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED BBQ-X LLC 5552 SUGARBERRY LN SOUTHAVEN MS 386729535	INSURER A: State Farm Fire and Casualty Company	NAIC # 25143
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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	ADD INSD	SUB 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	92-NP-S676-5	03/12/2025	03/12/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							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? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER **CANCELLATION**

City of Bartlett 6400 Stage Rd Bartlett TN 38133	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 This form was system-generated on 04/02/2025
--	---

VOID

VOID

VOID

ATTN: LEE HOBBS
SMOKIN ' LE ROYS MOBLIE KITCHEN
7597 Valley Glen Dr
Memphis TN 38133



HEALTH PERMIT

STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER - 4TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Food Service Establishment

This Permit Expires
on 06/30/2026

HE 605332194
ATTN: SMOKIN ' LE ROYS MOBLIE KITCHEN
SMOKIN ' LE ROYS MOBLIE KITCHEN
7577 Valley Glen Dr
Memphis TN 38133

CAPACITY:
COUNTY: Shelby

*Be it known that above operator has made application and paid the sum prescribed
by law, and is hereby authorized to conduct said business.
In Witness Whereof I have affixed my Hand at Nashville, Tennessee*

Ralph Alvarado, MD, FACP
Commissioner
Department of Health

Lori LeMaster
Director
Environmental Health

Shelby County Health Department
Permit LOCAL 21

1826 SYCAMORE VIEW
Memphis, Tennessee 38134

Permit Number: **#3443**

Permit Fee: **\$150.00**



Public Health
Established by County
Health Department

This is to certify that SMOKIN ' LE ROYS MOBLIE KITCHEN (MU)

is granted permission to operate the below facility in accordance with the ordinances of the city of Memphis or other municipality, the County of Shelby, and/or under the rules and regulations of the Shelby County Health Department.

In accepting this permit, the holder agrees to permit inspection of this establishment or premise whenever such inspection may be deemed necessary by the Health Department. In food establishments the holder further agrees to permit samples of food and food products, and such may be deemed necessary, for analysis.

This permit is issued for one year ending June 30, 2026 unless revoked by the Health Department. This permit is not transferable.



**SMOKIN ' LE ROYS MOBLE KITCHEN (MU)
7577 VALLEY GLEN DR
MEMPHIS, TN 38133**

Kasia Alexander

Administrator
Shelby County Health

KEEP THIS PERMIT POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

SMOKING LEROYS MOBILE KITCHEN LLC
7577 VALLEY GLEN DR
MEMPHIS, TN 38133

January 21, 2025

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	001615627	Formation Locale:	TENNESSEE
Filing Type:	Limited Liability Company - Domestic	Date Formed:	03/01/2025
Filing Date:	01/21/2025 11:22 AM	Fiscal Year Close:	12
Delayed Effective Date:	03/01/2025 12:00 AM	Annual Report Due:	04/01/2026
Status:	Active	Image # :	B1670-3650
Duration Term:	Perpetual		
Managed By:	Member Managed		
Business County:	SHELBY COUNTY		

Document Receipt

Receipt # : 009465983	Filing Fee:	\$300.00
Payment-Credit Card - State Payment Center - CC #: 3890304151		\$300.00

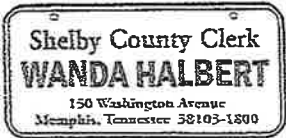
Registered Agent Address:
JEAN MARIE HOBBS
7577 VALLEY GLEN DR
MEMPHIS, TN 38133

Principal Address:
7577 VALLEY GLEN DR
MEMPHIS, TN 38133

Congratulations on the successful filing of your **Articles of Organization** for **SMOKING LEROYS MOBILE KITCHEN LLC** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State



**MEMPHIS AND SHELBY COUNTY
MINIMAL ACTIVITY LICENSE**

RECEIPT NUMBER	252002767
LICENSE NUMBER	250002249
THIS LICENSE EXPIRES	5/15/2026

OWNER(S) SMOKING LEROYS MOBILE KITCHEN LLC
--

SMOKING LEROYS MOBILE KITCHEN

**7577 VALLEY GLEN DR
MEMPHIS, TN 38133**

BUSINESS LOCATION ADDRESS 7577 VALLEY GLEN DR MEMPHIS, TN 38133

DETACH LICENSE AND DISPLAY IN A PUBLIC AREA

RECEIPT NUMBER	252002767
LICENSE NUMBER	250002249
CLASSIFICATION	2

	CITY	COUNTY
MINIMAL ACTIVITY FEE	\$15.00	\$15.00
CREDIT CARD FEE		\$.68
TOTAL DUE		\$30.68

LICENSE PERIOD

FROM	STARTED
TO	05/12/2025

ISSUE DATE **05/12/2025**

Wanda Halbert

WANDA HALBERT, COUNTY CLERK

ANGELA THOMAS

DEPUTY CLERK

Effective January 1, 2014, counties and cities will issue a minimal activity business license to any person with annual sales of more than \$3,000 but less than \$10,000 per year within a jurisdiction.

The minimal activity license will be issued upon receipt of an application and payment of a \$15 fee. The applicant must attest that the applicant is engaged in business within the county or incorporated municipality and has sales of less than \$10,000 per year within the jurisdiction. No person with sales of more than \$3,000 but less than \$10,000 can engage in business in the jurisdiction without first obtaining the minimal activity license.

If a person has more than one location in the jurisdiction, a separate minimal activity license and \$15 fee is required for each location. Any person obtaining a minimal activity license must display the license in the person's place of business. Persons with \$3,000 or less in annual sales in any incorporated municipality or county may, but are not required to, have a minimal activity license.

Each minimal activity license will expire thirty days after the end of what would be the taxpayer's filing period if the person were filing a business tax return. Each year, a new minimal activity license must be obtained for each of the persons locations if the person will meet the qualifying gross receipts criteria; another \$15 license fee must be paid for each new minimal activity license.

In any year in which the person's gross receipts in the jurisdiction are \$10,000 or more, the person will be required to file a regular business tax return for the tax year.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2025

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hiscox Insurance Company Inc 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Smoking LeRoy's Kitchen LLC 7577 VALLEY GREEN DR Memphis, TN 38133		

COVERAGES **CERTIFICATE NUMBER:** **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			P104.335.060.1	04/23/2025	04/23/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 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 RETENTIONS						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		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	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 

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City of Memphis
Division of Fire Services
Fire Prevention Bureau
2668 Avery Avenue
Memphis, TN 38112
Phone: 901.636.5401



Mobile Food Vehicle Permit Permit
FIRE-PMT-25-00698
Issued: 06/05/2025

Project

Vehicle Information

Make and Model: national trailer
VIN: 7pvbc2423sd015910
License Plate Number: 675654T
License Plate State: TN **Decal ID:**

Applicant

Marvin Hobbs

Property - 7577 VALLEY GLEN DR MEMPHIS, 38133

Owner: Marvin Hobbs
Owner Address:
Business Name: Smoking Leroy's Mobile Kitchen
Business Owner:
Occupancy Type:

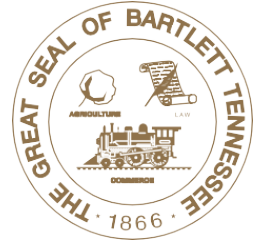
Permit Information

Permit Issued: 06/05/2025
Permit Expiration Date:

Guidance / Instructions

Issued By: Robert Willis

Board of Mayor and Aldermen
February 10, 2026



Item Memo

Consent Summary:

Purchase two Mobile Public Safety Security Camera Units for \$99,800.00 from SCI Technologies, Inc. SCI Technologies, Inc. is a sole-source provider. Funds are available in Grant Account 131.42100.939.02326.

Formal Body:

Attachments:

Skycop Trailers for BMA Proposal



BARTLETT POLICE DEPARTMENT



MOBILE PUBLIC SAFETY SECURITY CAMERA UNITS

Project Description:

- On January 13, 2026, the board of Mayor and Aldermen approved Resolution 01-26, which appropriated grant funding from the State of Tennessee for computer hardware and software, vehicles, travel and training expenses, and capital purchases. The Police Department now seeks to conduct various purchases as outlined in the resolution.
- The Police Department is now seeking to utilize the above-mentioned funds in order to purchase two (2) Mobile Public Safety Security Camera Units. This critical tool aids in the detection and prevention of criminal activity in area parks, trails, and open spaces. This unit provides various capabilities, including live-view monitoring and recorded video. The police department has utilized systems of this nature for many years. This equipment can be rapidly deployed by law enforcement to monitor areas remotely, utilized to increase response times, and will subsequently produce a safer environment for those who reside and visit the City of Bartlett.

Vendor Selection:

- SCI Technologies, Inc. is a patented product and trademarked with the U.S. Patent and Trademark Office. Their custom trailer design, system software, and integration are unique in the marketplace and backed by years of experience. Currently, there is no other product meeting the quality, specifications, and features of the SkyCop Mobile Surveillance Trailer, and no other company has the technical integration knowledge for 100% Compatibility to existing systems at the Bartlett Police Department. A Source Justification Letter is attached.

Equipment & Cost:

- We have spoken with SCI Technologies, Inc. and they have provided the price of \$49,900.00 per Mobile Public Safety Security Camera Unit.
- The Police Department respectfully requests to purchase two (2) Mobile Public Safety Security Camera Units totaling \$99,800.00. Funding for this purchase is available in Account # 131.42100.939.02326.

Thank you for your consideration,

Jeff Cox, Chief of Police

3730 Appling Road Bartlett, TN 38133
901-385-5560

November 18, 2025

Bartlett Police Department

RE: SkyCop™ Mobile Surveillance and LPR System

Dear **Deputy Chief of Police Chris Golden,**

This letter serves as justification that SCI Technologies, Inc. d/b/a SkyCop, Inc is a “Sole Source” for SkyCop™ Mobile Surveillance Trailer. At this time SkyCop™ products are only available through SCI Technologies, Inc. d/b/a SkyCop, Inc.

SkyCop™ is a patented product and trademarked with the U.S. Patent and Trademark Office. Our custom trailer design, system software and integration are unique in the market place and backed with years of experience. To our knowledge there is no other product meeting the quality, specifications, and features of the SkyCop™ Mobile Surveillance Trailer and no other company with the technical integration knowledge for **100% Compatibility** to existing systems at Bartlett Police Department. Below are unique features integrated into the SkyCop™ mobile surveillance system:

- Custom Designed and Built Heavy Duty Trailer
- Tri-brid Charging Capabilities: Solar Panel; Generator; and Shore Power
- Leveling System for various terrains
- Solar Mast with pivot and rotation
- 18’ Heavy Duty Hydraulic Mast that provides Vibration and Wind Resistant
- (6) 420AH Industrial 6V DC Batteries
- Blue Flashing Light Deterrent System
- 2 – (2) AXIS E PTZ CAMERA
- 4G Wi-Fi Cellular Router for live view or playback
- Automated Power Plant Monitoring System that switches power generation sources as needed
- CCTV health monitoring system that hourly polls the network, each camera, hard drive, and recording status for errors, failures, or abnormalities and provides notification of any error

Sincerely,



Charlotte Nuckles

CEO

(901) 410-21510ext. 700

cnuckles@skycopinc.com



SkyCop, Inc.
3736 Getwell Cove

Memphis, TN 38118

(901) 410-2151

Date: 1/9/2026

Subject: National Defense Authorization Act (NDAA) Compliance Certification

To Whom It May Concern,

SkyCop, Inc. hereby certifies that it is fully compliant with the requirements of the National Defense Authorization Act (NDAA), including **Section 889 of the NDAA for Fiscal Years 2019 and 2020.**

SkyCop, Inc. confirms that it does **not** use, procure, provide, or deploy any equipment, systems, or services that utilize covered telecommunications equipment or services as defined in Section 889(a)(1)(A) or (B) of the NDAA. This includes, but is not limited to, equipment or services produced by:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company
- Any subsidiary or affiliate of the above entities

All SkyCop surveillance trailers, enclosures, cameras, networking equipment, software platforms, and related services are sourced from NDAA-compliant manufacturers and vendors. SkyCop has implemented internal review and vendor vetting processes to ensure ongoing compliance with NDAA requirements.

This certification applies to all products and services provided by SkyCop, Inc. and remains in effect unless otherwise stated in writing.

If additional information or documentation is required, please do not hesitate to contact us.

Sincerely,

Marie Nichols

Director of Sales

901-410-2151 Ext. 703

Mnichols@skycopinc.com

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) SCI TECHNOLOGIES, INC	
	2 Business name/disregarded entity name, if different from above. SKY COP, INC	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 3736 GETWELL CV	Requester's name and address (optional)
	6 City, state, and ZIP code MEMPHIS, TN 38118	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									
or									
Employer identification number									
4	6	-	5	2	7	7	7	8	2

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date 01/06/2026
------------------	--------------------------	------------------------

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Proposal



Bill To

Chris Golden
City of Bartlett, Police Services
3730 APPLING
Bartlett, TN, 38133 US
cgolden@bartlettpolice.org
(901) 385-5555

Ship To

Chris Golden
City of Bartlett, Police Services
3730 APPLING RD
BARTLETT, TN, 38133-2745 US
cgolden@bartlettpolice.org
(901) 385-5555

Proposal Number: PRO-9243-1
Proposal Prepared By: Marie Nichols
Expiration Date: 11/05/2025

Item #	Name	Qty	Rate	Amount
Billing Period: One Time Payment				
1)	Standard Cadet (Sale) Axis SkyCop Mobile Security Unit (Standard Cadet) with Generator and Solar Power Plant: Includes ONAN 4KW Generator; 50 Gallon Fuel Tank; Marine Deep Cycle Battery Bank; Solar Power Plant with (3) 320 Watt Solar Panels; (2) Axis Q6135-LE PTZ Cameras; (3) Turing Video TP-MPC4AV33 4MP PTX Dome IP Camera; Turing 32 Chanel Performance NVR with Turing Vision Bridge; NUC11TNFi7 onboard computer; Video Management Systems that meets required configuration for end user; Flashing Blue Lights; Sturdy Hydraulic Mast; Cradlepoint IBR900 L TE Router that is FirstNet Ready (Includes 3 Years NetCloud Services); Programmable Logic Controller and Software to Automatically Start Generator.	2	\$54680.00	\$109360.00
Billing Period: undefined				
2)	Discount-Trailers (Sale) Discount-Trailers (Sale)	1	\$-9560.00	\$-9560.00

Terms

Applicable Taxes not included, will be added to actual invoice

One Time Payment Total: \$109360.00

undefined Discount Total: \$-9560.00

Sub Total: \$109360.00

Proposal Total \$99800.00

Authorizing Signature _____

Authorizing Name _____

Date _____



Skycop INC.

Email: sales@skycopinc.com

Phone: (901) 410-2151

Address: 3736 Getwell Cove Memphis, Tennessee 38118

Board of Mayor and Aldermen
February 10, 2026



Item Memo

Consent Summary:

Purchase of six Dodge Durangos for \$249,012.00 from Columbia CDJR. This purchase would be made via the State of Tennessee Contract SWC#209. Funds are available in Grant Account 131.42100.935.02326.

Formal Body:

Attachments:

Police Vehicles - Durango - BMA 1.27.26



BARTLETT POLICE DEPARTMENT

Police Vehicles



Project Description:

The Police Department is seeking to purchase six (6) 2026 Dodge Durango Police Sport Utility Patrol Vehicles to replace existing vehicles that have been taken out of service due to mechanical failures, accidents, and or age.

State of Tennessee Purchase Contract Options:

The State of Tennessee, Department of General Service Central Procurement Office has established a wide variety of purchasing contracts, which establishes a source or sources of supply for all Tennessee State Agencies. These contracts require the vendors to provide all goods or services and deliverables as required by these contracts to all Tennessee State Agencies. As a result, Tennessee State Agencies may utilize these contracts by purchasing directly from the contractor in accordance with all applicable policies and procedures.

Vendor Selection:

Representatives from our organization have been in contact with numerous vendors regarding this purchase. Due to global supply chain issues, the vast majority of dealers are unable to fulfill this purchase. In addition, vendors who may have this type of vehicle in stock are requiring a sale price equal to or higher than the manufacturer's suggested retail price. As a result, we respectfully request to purchase these vehicles utilizing the State of Tennessee Vehicle Contract. This contract, SWC #209, establishes a source of supply for all Tennessee State Agencies and provides guaranteed discounted pricing.

Equipment & Cost:

We have spoken with the State of Tennessee Vehicle Contract Vendor, Columbia CDJR, and they have provided the state contracted price of \$41,502.00 per Patrol vehicle.

The Police Department respectfully requests to purchase six (6) 2026 Dodge Durango Police Sport Utility Patrol Vehicles from Columbia CDJR for \$249,012.00. Funding for this purchase is available in Account # 131.42100.935.02326.

Thank you for your consideration,

Jeff Cox, Chief of Police



WWW.CDJRCOLUMBIA.COM

865-719-0014

106 S. James Campbell , Columbia, TN 38401

BUYERS ORDER / QUOTATION # JOBQ6446

Valid through January 23, 2026 @ 2:38 pm

Prepared For:

City of Bartlett
Laurie Thompson
Phone: (901)385-5560
6400 Stage Road
Bartlett, TN 38133
lthompson@bartlettpolice.org

Prepared By:

Russell Alan Moles
Director of Government & Fleet Operations
Phone: 865-285-0348
Fax: 865-684-4911
Email: rmoles@tnfleetsales.net



Below is the interactive version of the quote, you can choose options and see the quote totals. If you make modifications they will not be reflected in the attached PDF. Please Request an Updated PDF if required.

Please note that pricing is valid for current model year production only. Any Equipment & Installation not directly produced in vehicle by Fiat-Chrysler Automobile are installed at customer request and for the convenience of the customer. These Items are covered and guaranteed by the respective manufacturer and installer, not by TT of Columbia, Inc. dba Columbia Chrysler Dodge Jeep RAM Fiat please contact 3rd party installer directly for warranty and questions regarding installations.

VEHICLES & EQUIPMENT w/OUTSIDE EQUIPMENT INSTALLS ARE INVOICED AT THEY TIME THEY LEAVE CHRYSLER DODGE JEEP RAM OF COLUMBIA PROPERTY INVOICE DUE 30 DAYS FROM INVOICE DATE.

White is the standard color unless Specified Otherwise on Purchase Order

For the full detailed quotation, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
DURANGO AWD - AZ1				
1	DURANGO AWD - AZ1 - MARKED SWC LINE # 1		\$40,552.00	\$40,552.00
POWERTRAIN OPTIONS				
<input checked="" type="checkbox"/>	2BZ - QUICK ORDER PACKAGE			
<input checked="" type="checkbox"/>	3.6L V6 24V VVT ENGINE UPG I W/ESS (ERC)			
<input checked="" type="checkbox"/>	8-SPD AUTO 850RE TRANS (MAKE) (DFT)			
LINE # 5 OPTIONAL EQUIPMENT - FACTORY INSTALLED				
<input checked="" type="checkbox"/>	1 CLOTH BUCKET SEATS W/REAR VINYL - #7 SEAT FOAM CUSHION (C1J) - VINYL 2ND ROW SEAT (CDS)		\$160.00	\$160.00
<input checked="" type="checkbox"/>	1 DEACTIVATE REAR DOORS/WINDOWS		\$95.00	\$95.00
<input checked="" type="checkbox"/>	1 BLACK LEFT LED SPOT LAMP		\$695.00	\$695.00
EXTERIOR COLOR				

<input type="checkbox"/>	1	WHITE KNUCKLE CLEAR COAT	\$0.00	\$0.00
<input checked="" type="checkbox"/>	1	DB BLACK CLEAR COAT	\$0.00	\$0.00
<input type="checkbox"/>	1	DESTROYER GREY CLEAR COAT	\$395.00	\$395.00
<input type="checkbox"/>	1	MICHIGAN STATE POLICE BLUE Hang on parts are black w/ Police Special Paints	\$600.00	\$600.00
<input type="checkbox"/>	1	NIGHT MOVES	\$395.00	\$395.00
<input type="checkbox"/>	1	OCTANE RED PEARL COAT	\$395.00	\$395.00
<input type="checkbox"/>	1	RED OXIDE	\$395.00	\$395.00
<input type="checkbox"/>	1	TRIPLE NICKEL	\$395.00	\$395.00
<input type="checkbox"/>	1	VAPOR GREY	\$395.00	\$395.00

LINE # 5 OPTIONAL EQUIPMENT - DEALER INSTALLED/CHARGES

<input type="checkbox"/>	1	60 Day TN Department of Revenue Temp Tag	\$8.25	\$8.25
--------------------------	---	--	--------	--------

Update Totals

SubTotal: \$41,502.00
Shipping: \$0.00
Sales Tax: \$0.00
Total: \$41,502.00

Ready to Order?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

Orders not in dealer stock are subject to production by Fiat-Chrysler Automobile

I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 143.170.97.130

PO Number

(Acceptance constitutes an electronic Purchase Order)

Comments

Email Address lthompson@bartlettspolice.org

Printed Name

Signature

"signatures" could include: /john smith/; /js/; /js123/, etc

Click to Accept

Have Questions?

Not Ready To Accept? Have Questions?



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

TT of Columbia Inc
106 S James Campbell Blvd
Columbia, TN 38401

Contract Number: 000000000000000000088750

Title: SWC209

Start Date : October 24, 2025

End Date: June 30, 2028

Renewals: 0

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/741-5971
Email: michael.t.neely@tn.gov

Line Information

Line 1

Item ID: 1000187716
Police Vehicles CDJR, Generic SWC209 Asset
Unit of Measure: EA

Line 2

Item ID: 1000187718
Minivan and Full-size Vans CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA

Line 3

Item ID: 1000187719
Sport Utility Vehicles CDJR(SUVs), Generic SWC209 Asset
Unit of Measure: EA

Line 4

Item ID: 1000187720
Light Trucks CDJR(Class 1,2,3,4) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:

Line 5

Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-TTOC-008

APPROVED: _____



Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of
TN CPO, ou=Department of General
Services, email=mike.perry@tn.gov,
c=US
Date: 2025.10.14 14:12:35 -05'00'

CHIEF PROCUREMENT OFFICER

BY: _____

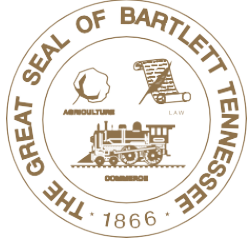
Mike Neely

Digitally signed by Mike Neely
Date: 2025.10.14 13:53:41
-05'00'

PURCHASING AGENT

DATE

Board of Mayor and Aldermen
February 10, 2026



Item Memo

Consent Summary:

Purchase of six in-car cameras, six body-worn cameras, and associated items for a total five-year cost of \$85,812.00 from Motorola Solutions. Motorola Solutions is a sole-source provider. Funds for year one in the amount of \$18,650.40 are available in Grant Account 131.42100.935.02326. All additional payments will be budgeted in Account 123.48123.264 for their respective fiscal years.

Formal Body:

Attachments:

Police Vehicle Cameras - BMA 1.27.26



BARTLETT POLICE DEPARTMENT



Camera Equipment for Police Vehicles

Project Description:

- The Police Department is seeking to purchase various camera equipment bundles for installation in six (6) new police vehicles. These equipment bundles include an in-car forward-facing camera, in-car back seat camera, body-worn camera, and all other associated hardware, licenses, and five years of Cloud Storage.
- The Police Department is committed to the belief that in-car and on-officer audio/video recording is an essential and valuable tool for law enforcement. This equipment essentially documents a police officer's investigative and enforcement activities from the perspective of the officer's person and or vehicle. The police department installs such equipment in all marked vehicles assigned to the Patrol Division.

Vendor Selection Process:

- The Police Department utilizes Motorola Solutions as the designated supplier of all in-car and body-worn camera equipment. There are no other vendors capable of supplying equipment that will operate with the hardware & servers currently owned by the department. As a result, the Police Department seeks to use Motorola Solutions as the single source provider of the described equipment.

Equipment & Cost:

- The requested items for this purchase include all equipment needed to outfit six (6) new police vehicles. The data associated with this equipment will be stored in the cloud through Motorola's VaaS industry-leading evidence collection and management system. This subscription-based solution provides access to Motorola's evidence management platform, which automates data maintenance and facilitates administration of our department's devices in a Government cloud-based storage. The data associated with each of these systems will be stored in a cloud-hosted server for a period of 5 years. A summary of each item and its cost is as follows:

Item	QTY	Unit Price	Total Price
M500 In-Car Systems	6	\$13,500.00	\$81,000.00
V700 USB Charging Dock	6	\$192.00	\$1,152.00
Body Worn Camera Desktop Charge Kit	6	\$200.00	\$1,200.00
V700 Battery as Spares	6	\$110.00	\$660.00
V300N700 Transfer Station	1	\$1,800.00	\$1,800.00
Total:			\$85,812.00

- The total cost for this purchase is \$85,812.00. The payment terms for this purchase are as follows:

Fiscal Year Payment	Amount
FY26 - Upfront Cost	\$18,650.40
FY27 - Year 2 Subscription Fee	\$16,790.40
FY28 - Year 3 Subscription Fee	\$16,790.40
FY29 - Year 4 Subscription Fee	\$16,790.40
FY30 - Year 5 Subscription Fee	\$16,790.40
	\$85,812.00

- The FY26 funds, in the amount of \$18,650.40 are available in Account# 131.42100.935.02326 - Vehicles. All additional payments will be budgeted in Account # 123.48123.264 for their respective fiscal years.
- Quote# 3423392 is attached for further information.

I appreciate your consideration,

Jeff Cox, Chief of Police

Billing Address:
 BARTLETT, CITY OF
 6400 STAGE RD
 BARTLETT, TN 38134
 US

Shipping Address:
 BARTLETT, CITY OF
 3730 APPLING RD
 BARTLETT, TN 38133
 US

Quote Date:12/10/2025
 Expiration Date:02/08/2026
 Quote Created By:
 Demeri Pajic
 Demi.Pajic@
 motorolasolutions.com

End Customer:
 BARTLETT, CITY OF
 Laurie Thompson
 lthompson@bartlettpolice.org
 901-385-5560 x 500

Contract: 36874 - SOURCEWELL MOBILE
 VIDEO-101223-MOT
 Freight Terms:FREIGHT PREPAID
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	6	5 YEAR	\$13,500.00	\$81,000.00	
2	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	6		Included	Included	
3	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	6	5 YEAR	Included	Included	
4	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	6		Included	Included	3 YEAR
5	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT - V700	6	5 YEAR	Included	Included	
6	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	6		Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
7	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	1		Included	Included	
8	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	6		\$110.00	\$660.00	
9	WGW00502	M500 EXTENDED WARRANTY	6	5 YEAR	Included	Included	
10	SSV00S01450B	LEARNER LXP SUBSCRIPTION	6	5 YEAR	\$0.00	\$0.00	
11	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	6	5 YEAR	Included	Included	
12	WGP02225-102-KIT2	BRKT4RE DISP/BWC/CAMVR 15TAHOE/SILV KIT	6		Included	Included	
13	WGB-0178AAS	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	6		Included	Included	
14	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	6	5 YEAR	\$192.00	\$1,152.00	
15	WGA00640-KIT1	V300/V700, DESKTOP USB DOCK CHGR/UPLD KIT	6		\$200.00	\$1,200.00	
16	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	1	5 YEARS	\$1,800.00	\$1,800.00	
Grand Total						\$85,812.00(USD)	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc. : 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				\$1,860.00
Upfront Subscription Fee				
	Video as a Service	Annually		\$16,790.40
Sub Total:				\$18,650.40
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	Video as a Service	Annually	\$16,790.40	\$16,790.40
Year 3 Subscription Fee				
	Video as a Service	Annually	\$16,790.40	\$16,790.40
Year 4 Subscription Fee				
	Video as a Service	Annually	\$16,790.40	\$16,790.40
Year 5 Subscription Fee				
	Video as a Service	Annually	\$16,790.40	\$16,790.40
Sub Total:				\$67,161.60
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$85,812.00

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Vehicles are 2024 Dodge Durangos
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

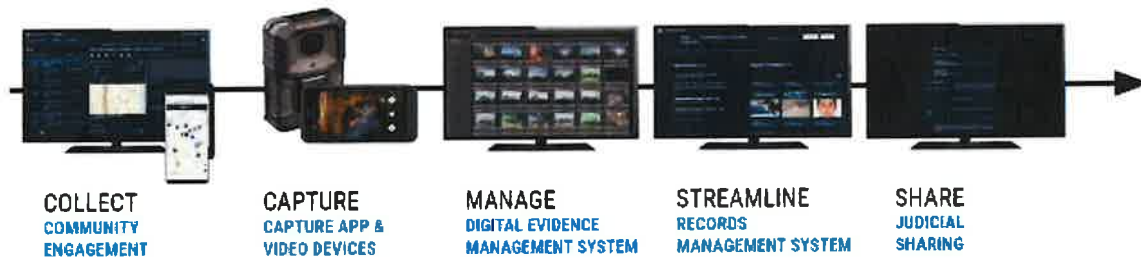
MOTOROLA SOLUTIONS
VIDEO-AS-A-SERVICE OVERVIEW

QUOTE-3423392
VaaS - 6 Bundles

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.

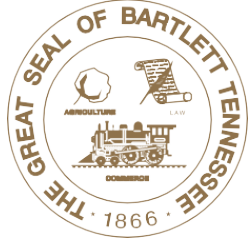


When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Board of Mayor and Aldermen
February 10, 2026



Item Memo

Consent Summary:

Purchase six mobile computers and supporting equipment for \$37,422.66 from Insight Public Sector, Inc. This purchase would be made via the State of Tennessee Contract RSWC#3014. Funds are available in Grant Account 131.42100.935.02326.

Formal Body:

Attachments:

Insight Inc. computer quote



BARTLETT POLICE DEPARTMENT

Computer Equipment for Police Vehicles



Project Description:

- The Police Department is seeking to purchase various computer equipment for installation in six (6) new police vehicles. This equipment includes a laptop computer, keyboard, printer, wireless router, antenna, and associated equipment, which is required for use by officers during the course of their duties.

State of Tennessee Purchase Contract Options:

- The State of Tennessee, Department of General Service Central Procurement Office has established a wide variety of purchasing contracts, which establishes a source or sources of supply for all Tennessee State Agencies. These contracts require the vendors to provide all goods or services and deliverables as required by these Contracts to all Tennessee State Agencies. As a result, Tennessee State Agencies may utilize these Contracts by purchasing directly from the Contractor in accordance with all applicable policies and procedures.

Vendor Selection Process:

- Based upon capabilities, cost comparison, and suitability for our municipality, it was determined that Insight Public Sector, Inc. is the best choice for our implementation. Insight Public Sector, Inc. is an active participant in the State of Tennessee RSWC # 3014 NASPO Computers. Therefore, the Bartlett Police Department seeks to use Insight Public Sector, Inc. as the provider of the equipment described.

Equipment & Cost:

- The requested equipment associated with this purchase includes laptop computers, keyboards, printers, wireless routers, antennas, and other associated equipment. A summary of each item and its individual cost is as follows:
- The total cost for this purchase is \$37,422.66. Funding for this purchase is available in Account # 131.42100.935.02326.

Thank you for your consideration,

Jeff Cox, Chief of Police

Account name: 10188183

CITY OF BARTLETT
 6400 STAGE RD
 BARTLETT TN 38134-3739

SHIP-TO

CITY OF BARTLETT
 BILLY HINER
 3730 APPLING RD
 BARTLETT TN 38133-2745

Quotation	
Quotation Number	: 0229127075
Document Date	: 21-JAN-2026
PO Number	: PANASONIC
PO Release	:
Sales Rep	: Ashley McDonald
Email	: ASHLEY.MCDONALD@INSIGHT.COM
Phone	: +18004674448
Sales Rep 2	: Chalsey Hinton
Email	: CHALSEY.HINTON@INSIGHT.COM
Phone	: +14804096546

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB ORIGIN
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<u>FZ-G2NFDBBBM</u>	Panasonic Toughbook G2 - AI Ready - 10.1" - Intel Core Ultra 5 - 135U - 32 GB RAM - 1 TB SSD - 4G PANASONIC AGENT - ST OF TENNESSEE NASPO COMPUTER EQUIPMENT(# 23019 / 81357)	6	3,580.08	21,480.48
<u>GJ-20LVD2V2</u>	Gamber-Johnson Laptop Vehicle Dock GJ-20LVD2V2 - docking station - VGA, HDMI PANASONIC AGENT - ST OF TENNESSEE NASPO COMPUTER EQUIPMENT(# 23019 / 81357)	6	875.85	5,255.10
<u>FZ-SVCTPNF3YR</u>	Panasonic Protection Plus - accidental damage coverage - 3 years PANASONIC AGENT - ST OF TENNESSEE NASPO COMPUTER EQUIPMENT(# 23019 / 81357)	6	280.35	1,682.10
<u>FZ-VEKG21LM</u>	Panasonic FZ-VEKG21LM - notebook replacement keyboard - QWERTY - US PANASONIC AGENT - ST OF TENNESSEE NASPO COMPUTER EQUIPMENT(# 23019 / 81357)	6	577.24	3,463.44
<u>CF-LNDDC120</u>	LIND PA1580-1642 - car power adapter - 120 Watt PANASONIC AGENT - ST OF TENNESSEE NASPO COMPUTER EQUIPMENT(# 23019 / 81357)	6	149.60	897.60
<u>LB3690-003</u>	Brother - car power adapter OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 31.99 Discount: 25.008%	6	23.99	143.94
<u>RJ4250WBL</u>	Brother RuggedJet RJ-4250WBL - label printer - B/W - direct thermal OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03)	6	750.00	4,500.00

Material	Material Description	Quantity	Unit Price	Extended Price
	List Price: 827.99 Discount: 9.419%			
			Product Subtotal	35,740.56
			Services Subtotal	1,682.10
			TAX	0.00
			Total	37,422.66

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Chalsey Hinton
+14804096546
CHALSEY.HINTON@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

<https://www.insight.com/terms-and-policies>

Board of Mayor and Aldermen
February 10, 2026



Item Memo

Consent Summary:

Recommend accepting the lowest bid for six police vehicle lights, accessories and installation of city-supplied equipment for \$81,798.00 from Comserv Wireless. This purchase will be made via bid FY2026-07-001 from Comserv Wireless in July 2025. Funds are available in Grant Account 131.42100.935.02326.

Formal Body:

On July 2, 2025, an ad was placed in *The Daily News*. On July 17, 2025, the City of Bartlett received two bids, which were opened at City Hall.

Bids were received from the following companies:

Comserv Wireless, Part #1	\$13,633.00 (Per Vehicle)
Comserv Wireless, Part #2	\$2,553.00 (Per Vehicle)
Strobes-R-US, Part #1	\$17,821.74 (Per Vehicle)
Strobes-R-US, Part #2	\$4,214.04 (Per Vehicle)

We recommend the bid be awarded to Comserv Wireless, Part #1, for a total price of \$81,798.00.

Thank you for your consideration.

Attachments:

Police Emergency Equipment - BMA 1.27.26



BARTLETT POLICE DEPARTMENT

Police Vehicle Lights & Accessories



Project Description:

- The Police Department is seeking to install emergency equipment in six (6) new police vehicles. This equipment includes emergency lighting, a siren, a rear prisoner seat, gunlocks, a storage box, camera equipment, and computer equipment. Each of these items is a standard piece of equipment installed in all Bartlett Police Patrol Vehicles and is required for use by officers during their duties.

Vendor Selection Process:

- On July 2, 2025 an ad was placed in The Daily News seeking an invitation for sealed bids for the purchase and installation of emergency vehicle equipment within police vehicles. On July 17, 2025, the City of Bartlett received (2) two proposals.
- The bids received were from Comserv Wireless & STROBES-R-US.
- Representatives from the Bartlett Police Department reviewed the bids mentioned above to ensure that all specifications met the noted requirements. After review, the bid was awarded to Comserv Wireless as the provider of the described equipment. During the bid process, Comserv Wireless agreed to supply the related emergency vehicle equipment and installation pricing for a period of (1) one year.

Equipment & Cost:

- Comserv Wireless has provided a quote for \$81,798.00 to purchase and install emergency equipment in six (6) Police Vehicles. The pricing outlined within the section is consistent with the bid provided. The Police Department respectfully requests to utilize Comserv Wireless as the provider of the described equipment.
- Funding for this purchase is available in Account # 131.42100.935.02326.
- The following documents are attached for further review:
 - Invitation for Sealed Bids
 - Comserv Wireless Bid

Thank you for your consideration,

Jeff Cox, Chief of Police

3730 Appling Road Bartlett, TN 38133
901-385-5560

ORIGINAL

CITY OF BARTLETT

*6400 STAGE ROAD
BARTLETT, TENNESSEE
38134*

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



REQUEST FOR SEALED BIDS

SB # FY2026-07-001

DUE: July 17, 2025, no later than 2:00 p.m. (CST)

POLICE PATROL VEHICLE LIGHTS AND ACCESSORIES

BARTLETT POLICE DEPARTMENT

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

NOTICE TO BIDDERS

POLICE VEHICLE ACCESSORIES

Sealed Bid FY2026-07-001

DUE: July 17, 2025

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

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

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

GENERAL SPECIFICATIONS

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

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

BID PRICING SHEET

POLICE VEHICLE ACCESSORIES
Sealed Bid FY2026-07-001
DUE: July 17, 2025

Sealed Bids are to be received no later than **2:00 P.M. on July 17, 2025**. All bid packets, with an original, clearly identified, and two copies, must be labeled **“FY2025-07-001 “VEHICLE EMERGENCY LIGHTS AND ACCESSORIES”** and addressed as follows:

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

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

Please quote prices on the attached bid sheet.

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

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

COMSERV SERVICES, LLC
NAME OF FIRM

Ken@comserv.com
EMAIL

1246 Sycamore View Rd
Memphis, TN 38134
ADDRESS

901.767.6800
PHONE


SIGNATURE OF AUTHORIZED
REPRESENTATIVE

KEN HUNT
PRINT NAME

7/17/25
DATE

INTENT

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

PART I – Interior Patrol Dodge Durango

All Pricing and Installation are to be as specified for (1) 2025 / 2026 Dodge Patrol Durango
 Interior Lighting Package

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Fee for installation of all supplied components, and Installation of City supplied WatchGuard Camera, Radar Unit, Department Two-Way Radio, Ruggedized Router, and Multi-Function Antennas	1,799 ⁰⁰
2.	Install Kit: Wire, Splices, Loom, Connectors, Crimps, Relays, Fuse Blocks, Adapters, Coax, Etc.	150 ⁰⁰
3.	Freight Charges	200 ⁰⁰
4.	Push Bumper Elite, 2022+ DURANGO w/ Wing Wrap Elite, PIT Bar Elite, Elite 23.5" 4-Light Channel, Wire Covers	989 ⁰⁰
5.	(8) MicroPulse Ultra, Dual Color, Blue/White (\$95 ea)	760 ⁰⁰
6.	Siren Speaker, 100-watt	<u>INCL IN #11</u>
7.	Speaker Bracket	<u>INCL IN #11</u>
8.	Interior, Low Profile Light bar, Front, FS-Join Center focus, Split Front, Blue/White	825 ⁰⁰
9.	Interior, Low Profile Light bar, Rear, FS-Join Center focus, Split Front, Blue/Red/Amber	825 ⁰⁰
10.	Two (2) LED Dual Color Under Mirror Lights, Blue/White with Flood Option for Alley Lights (\$159 ea)	318 ⁰⁰
		<u>Kelt</u>
		Initials

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
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POLICE VEHICLE ACCESSORIES

Sealed Bid FY2026-07-001

DUE: July 17, 2025

11. Pathfinder Siren, 200-watt, with ODB & Rumbler integrations, 17-button Controller	<u>1,250⁰⁰</u>
12. 32-Relay Expansion Module	<u>249⁰⁰</u>
13. On-Scene Sync Cable for Pathfinder Siren	<u>199⁰⁰</u>
14. ODB-II Interface Cable for Pathfinder Siren	<u>124⁰⁰</u>
15. 80-Amp Selectable Delay off timer with two 40-Amp Outputs	<u>35⁰⁰</u>
16. Compact Rumbler with vehicle specific bracket	<u>399⁰⁰</u>
17. DGS/MAX Contour Console, 16", Durango with faceplates for Siren, Radio, M500	<u>469.⁰⁰</u>
18. Faceplate assembly, 2", w/ 2-12V outlets & 1-USB-A, USB-C	<u>72⁰⁰</u>
19. ABS Cup holder	<u>39⁰⁰</u>
20. Arm Rest, Upper Structure only, Adjustable	<u>49⁰⁰</u>
21. Computer mount with GK plate	<u>289⁰⁰</u>
22. Coax, Connector, 7/800 Antenna (Shark Fin)	<u>59⁰⁰</u>
23. Magnetic Mic	<u>33⁰⁰</u>
24. Electronics Pack (to include relays, fuse blocks, terminal strips, fuse holders, etc)	<u>35⁰⁰</u>
25. Rocker panel / Running board lights w/brackets (\$ 309 ea) x 2	<u>618⁰⁰</u>
26. GR3-AR-870-XTRD-GL3XL (2 GL3XL Locks)	<u>499⁰⁰</u>

KAT
Initials

ITEM #

DESCRIPTION

UNIT PRICE

27. Partition, Space Creator, VP9	<u>799⁰⁰</u>
28. High Security Extension Panels for partition	<u>84⁰⁰</u>
29. Replacement Bio-seat system (includes seat, belts, cargo barrier, required hardware)	<u>1,470⁰⁰</u>
30. Window Armor (Bar Style for OEM Panels)	<u>295⁰⁰</u>
31. Xstream, Dual head, Blue/White/Amber	<u>225⁰⁰</u>
32. (2) Perimeter Lights for Rear Hatch Warning (\$ 72 ea)	<u>144⁰⁰</u>
33. (4) Corner Led Lights, Red/Blue/White (\$ 65 ea)	<u>260⁰⁰</u>
34. Headlight Flasher	<u>72⁰⁰</u>

PART I - UNIT PRICE TOTAL \$ 13,633⁰⁰

Total Bid in Words:

THIRTEEN THOUSAND SIX HUNDRED THIRTY THREE DOLLARS + 00/100

Estimated time of delivery/installation 60 days.

KGH
Initials

PART II Interior Supervisor Dodge Durango

All Pricing and Installation are to be as specified for (1) 2025/2026 Supervisor Dodge Durango Interior Lighting Package

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.)	Fee for installation of all supplied components, and installation of City supplied Department Two-Way Radio	999 ⁰⁰
2.)	Install Kit: Wire, Splices, Loom, Connectors, Crimps, Relays, Fuse Blocks, Adapters, Coax, Fuse Holder, Terminal Strips, Etc.	100 ⁰⁰
3.)	Freight Charges	50 ⁰⁰
4.)	(2) MicroPulse Ultra Dual Color, Blue/White (\$95 ea)	190 ⁰⁰
5.)	Siren Speaker, 100 Watt INCLUDES SIREN & SPEAKER SPKR ONLY w/ BKT \$179	399 ⁰⁰
6.)	Speaker Brack, ESB-DUR15-P	44 ⁰⁰
7.)	(6) XStream, Single head, Blue/White/Red (\$95 ea)	570 ⁰⁰
8.)	Sti-Co Stinger, SuperBand, 760-896 MHz	129 ⁰⁰
9.)	Headlight Flasher	72 ⁰⁰
10.)	All Lights activated from single rocker switch	∅ ⁰⁰
11.)	Siren activations from single rocker switch	∅ ⁰⁰
Part II - UNIT PRICE TOTAL		\$ 2,553⁰⁰

Total Bid in Words:

TWO THOUSAND FIVE HUNDRED FIFTY THREE DOLLARS + ⁰⁰/₁₀₀

Estimated time of delivery/installation 20 days.

KCJ
 Initials

BID PRICING SHEET SIGNATURES

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

Part I Total Price: 13,633.⁰⁰

Part II Total Price: 2,553.⁰⁰

NOTE: BID-PRICING GUARANTEE

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

Yes: X No: _____

NOTE: COOPERATIVE PURCHASING

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

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

Yes: X No: _____

COMSERV SERVICES, LLC
Name of Firm

Ken@comserv.com
Email

KENS HUNT
Authorized Representative
(Typed or Printed)

901-767-6800
Telephone Number


Authorized Representative Signature

7/17/25
Date

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](http://tnsos.org/acts/PublicActs.775.php).



Print Name KEN HUNT
Signed *[Signature]*
Title Chief Manager

Subscribed and sworn before me this 17 day of JULY,
20 27.

Signed *[Signature]* Print Name JAMES N. TABER
Title Notary

My commission expires: 21 AUG, 20 27.

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

IRAN DIVESTMENT ACT

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

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



Print Name KEN HUNT
Signed [Signature]
Title Chief Manager

Subscribed and sworn before me this 17 day of JULY, 20 27.

Signed [Signature] Print Name JAMES N. TABER

Title NOTARY

My commission expires: 21 AUG, 20 27.

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

COMSERV WIRELESS

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

ESTIMATE 732008735

Page 1

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

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

Date: 12/16/2025	Customer Rep: Ken Hunt	Terms: NET 15 DAYS		
Qty	Item	Description	Unit Price	Extended

Unit: 2025/26 Durango, Interior Patrol
 (PRICE BASED AT 6 VEHICLES)

Qty	Item	Description	Unit Price	Extended
6	I	INSTALLATION PATROL, INTERIOR PACKAGE Price includes installation of emergency equipment, customer supplied WatchGuard camera system, Stalker radar unit, Cradle Point Router, and department radio. Must include graph showing radio antenna passing a sweep test.	1,699.00	10,194.00
6	IKFB	Install Kit: Wire, Splices, Loom, etc.. Full Build	149.95	899.70
6	FRT	FREIGHT ESTIMATED AT TODAY'S CURRENT RATES	375.00	2,250.00
6	36-4075	Push Bumper Elite, 2022 DURANGO Police Pursuit Vehicle	399.00	2,394.00
6	36-4075W	Wing Wrap Elite 2022 DURANGO Police Pursuit Vehicle	299.00	1,794.00
6	36-4075PB	PIT Bar Elite 2022 DURANGO Police Pursuit Vehicle	399.00	2,394.00
6	36-4075WC	WIRE COVER, PUSH BUMPER ELITE 2022 DODGE DURANGO	49.00	294.00
6	36-6005F4MP	Elite 23.5" 4-Light Channel, Black (for MicroPulse 6 light heads)	49.00	294.00
48	MPS62U-BW	MICROPULSE ULTRA DUAL COLOR, BLUE/WHITE SURFACE MOUNT FEDERAL SIGNAL 4 - TOP RAIL; FLASH BLUE/WHITE, FLOOD FOR SCENE 2 - SIDE WARNING; FLASH BLUE/WHITE, FLOOD FOR SCENE 2 - SIDE WARNING ON PIT BAR PLATE; FLASH BLUE/WHITE, FLOOD FOR SCENE	109.00	5,232.00
6	ES100C-P	SPKR, EMERG, 100W, PACKAGE PLASTIC, FINISHED MODEL FEDERAL SIGNAL	199.00	1,194.00
6	ESB-UP	ES100/ES100C BRACKET KIT UNIVERSAL FEDERAL SIGNAL	35.00	210.00

COMSERV WIRELESS

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

ESTIMATE 732008735

Page 2

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

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

Date: 12/16/2025		Customer Rep: Ken Hunt		Terms: NET 15 DAYS	
Qty	Item	Description	Unit Price	Extended	
6	SIFMJS-DUR16-P3	SPLIT FRONT TRI COLOR ILS CENTER FOCUS 2016-2023 DODGE DURANGO RED/BLUE/WHITE FLASH BLUE/WHITE, FLOOD FOR SCENE	1,099.00	6,594.00	
6	SIFMJH-DUR18-P3	REAR HATCH TRI COLOR ILS CENTER FOCUS 2018-2023 DODGE DURANGO RED/BLUE/AMBER FLASH BLUE ONLY AMBER - ARROWSTICK RED - BRAKE, LOW POWER	1,099.00	6,594.00	
16	MPSW9-RBW	Tri-color, (18) LEDs, Red/Blue/White, Clear lens FLASH BLUE/WHITE, FLOOD FOR ALLEY LIGHT	179.00	2,864.00	
6	MPSMW9-DUR21MIR	SIDE MIRROR BRACKETS, PAIR 2015+ DODGE DURANGO	31.00	186.00	
6	PF200S17B	PATHFINDER SIREN CONTROLLER 100/200 W, W/OBD AND RUMBLER INTEGRATION WITH 17 BUTTON SMART CONTROLLER	1,350.00	8,100.00	
6	EXPMOD32	EXPANSION 32 RELAY MODULE	335.00	2,010.00	
6	PFSYNC-1	ON SCENE SYNC CABLE, GPS/AMBIENT FOR PATHFINDER SIREN	149.00	894.00	
6	OBDCABLE25-DGCAN	OBDII INTERFACE CABLE, 18-21 CHARGER 18-21 DURANGO, 18 RAM 1500, 19 RAM 2500	149.00	894.00	
6	BR-T240A	80 AMP TIMER, 2 x 40 AMP TIMER OUTPUTS 30MIN/1HR/2HR/4HR SELECTABLE DELAY	65.00	390.00	
6	RBC2PB-DUR21-WES	RUMBLER BRACKET WESTIN PB	55.00	330.00	
6	RBKIT2-COMPACT	RUMBLER SPEAKER KIT, PAIR COMPACT FOR USE WITH PATHFINDER SIREN	395.00	2,370.00	
6	425-6706	DGS/MAX Contour Console, 2021+ Durango 16"	559.00	3,354.00	
6	425-6701	FP Assy, 2" w/ 2.1A USB-A & 2.1A USB-C & 12v Outlets x2 Substitute for 425-6164	89.00	534.00	
6	425-6729	ABS Dual Cup Holder Faceplate Mount (4")	55.00	330.00	
6	425-6613	Face Plate, Pathfinder PF200S17B 4" - 3.42 x 6.91 x 0.926	0.00	0.00	
6	425-6719	Faceplate, WatchGuard M500 Core Processor 3" - 1.85 x 7.14 x 3.13	0.00	0.00	

COMSERV WIRELESS

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

ESTIMATE 732008735

Page 3

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

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

Date: 12/16/2025		Customer Rep: Ken Hunt		Terms: NET 15 DAYS	
Qty	Item	Description	Unit Price	Extended	
6	425-6260	ARM REST, UNIVERSAL UPPER STRUCTURE ONLY, ADJUSTABLE JOTTO	65.00	390.00	
6	425-5600/5182	COMPUTER MOUNT WITH GK PLATE 11+ DODGE DURANGO STANDARD	325.00	1,950.00	
6	PL259 Crimp	PL259 male crimp UHF, RG58 a/U (CPL9C)	5.00	30.00	
6	NMO-K	COAX W/ NMO-B NO CONNECTOR NMO-60-360-X	27.00	162.00	
6	ETRAB7603	ANTENNA, PHANTOM ELITE 760-870, BLACK	49.00	294.00	
24	RL3040	Relay 30/40 amp	5.00	120.00	
6	15600-0610	ATO/ATC Fuse Block 6 Gang No Ground 46050/46060	19.00	114.00	
12	47360	Block Terminal 10 Position 3 Holes	18.00	216.00	
12	47353	Terminal Block Double Row 3 Position 30A 500 V	6.00	72.00	
18	46390	LMI AMI Fuse Holder	9.00	162.00	
6	MISC-PART	BOARD, SIREN MOUNT	19.00	114.00	
12	MMSU-1	MAGNETIC MIC SINGLE UNIT 425-3818	39.95	479.40	
12	ESLRL6115E	SL Running Light, 61" - 5 Module, Dual Color Blue/White	425.00	5,100.00	
12	PSLVBK04	SL Running Light Mount Kit (for 1 SLR) 2011/2021 Dodge Durango	65.00	780.00	
6	475-0849	GR3-AR-870-XTRD-GL3XL (2 GL3XL Locks) Vertical Mount to Flat/Recessed Housing HANDCUFF KEY OVER RIDE	599.00	3,594.00	
6	475-0966	PARTITION, SPACE CREATOR, VP9, 14+ DUR (includes 475-8848 HSEP) PATRIOT (475-8848 HSEP plates are now included with the partition part number)	999.00	5,994.00	

COMSERV WIRELESS

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

ESTIMATE 732008735

Page 4

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

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

Date: 12/16/2025		Customer Rep: Ken Hunt		Terms: NET 15 DAYS	
Qty	Item	Description	Unit Price	Extended	
6	475-1516	Replacement Bio Seat System 18+ Dodge Durango Incl. Seat/Belts/Cargo Barrier/Hardware	1,699.00	10,194.00	
6	475-1417	Window Armor (Bar Style) use with OEM Door Durango PPV 19+	399.00	2,394.00	
12	XSM2-BRW-US	XSTREAM INTERIOR MOUNT WARNING LIGHT DUAL HEAD WITH WIRE LEADS BLUE/RED/WHITE	249.00	2,988.00	
12	416300-B	Exterior Mount/Perimeter Warning Light 3 LED Light Head, Blue, Flush Mount Federal Signal REAR WARNING WHEN HATCH IS UP; MOUNT ON UNDERSIDE OF PANEL FLASH BLUE ONLY	69.00	828.00	
24	416918-RBW	CORNER LED LIGHT, TRI-COLOR RED/BLUE/WHITE MOUNT IN REVERSE LIGHTS FLASH BLUE ONLY FLOOD FOR REVERSE	69.00	1,656.00	
12	MPS652-BW	MICROPULSE 12 LED MODULE, DUAL COLOR HOOD/GRILLE MOUNT, BLUE/WHITE FEDERAL SIGNAL	149.00	1,788.00	
6	03.W3125.000	HEADLIGHT FLASHER/RANDOM WIG-WAG ABLE2 FLASH REAR HALO	85.00	510.00	
1	DISC	Sales Discount Total Discount to reflect Bid Pricing	-20,725.10	-20,725.10	

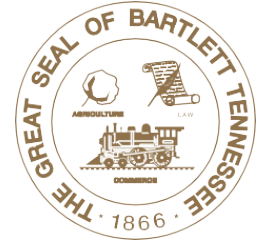
This quote is valid for 30 days unless stated otherwise above.

Subtotal : \$81,798.00
 Tax : \$0.00
 Total Quote : \$81,798.00

Signature: _____

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

Board of Mayor and Aldermen
February 10, 2026



Item Memo

Consent Summary:

Recommend accepting the lowest bid for six Can-Am all-terrain and three Can-Am side-by-side vehicles for \$100,659.99 from FRS Powersports. This purchase will be made via bid FY2026-11-103 from FRS Powersports. Funds are available in Grant Account 131.42100.935.02326.

Formal Body:

On November 26, 2025, an ad was placed in *The Daily News*. On December 11, 2025, the City of Bartlett received four bids, which were opened at City Hall.

Bids were received from the following companies:

FRS Powersports	\$100,659.99
RumbleOn Dealers, Inc.	\$123,758.40
One Nation Distribution	\$146,901.00
Chaves Brothers	\$120,959.91

We recommend the bid be awarded to FRS Powersports for a total price of \$100,659.99.

Thank you for your consideration.

Attachments:

Police All Terrain - SxS - BMA 1.27.26



BARTLETT POLICE DEPARTMENT



All-Terrain and Side-by-Side Utility Vehicles

Project Description:

- The Police Department is seeking to purchase six (6) 2026 Can-Am all-terrain and three (3) 2026 Can-Am side-by-side utility vehicles. These vehicles will be used to supplement the Department's current aging fleet. ATVs and UTVs significantly enhance mobility during special events by allowing officers to navigate areas that are difficult for traditional patrol vehicles. In addition, ATVs and UTVs provide critical access to rough or undeveloped terrain.

Vendor Selection Process:

- On November 26, 2025, an ad was placed in The Daily News seeking an invitation for sealed bids for the purchase six (6) 2026 all-terrain and three (3) 2026 side-by-side utility vehicles. On December 11, 2025, the City of Bartlett received (4) four proposals.
- The bids received were from FRS Powersports, Ride Now Powersports, One Nation Distribution, and Chaves Brothers Management.
- Representatives from the Bartlett Police Department reviewed the bids mentioned above to ensure that all specifications met the noted requirements. After review, the bid was awarded to FRS Powersports as the provider of the vehicles described. During the bid process, FRS Powersports agreed to supply the vehicle pricing for a period of (1) one year.

Equipment & Cost:

- FRS Powersports has provided a quote for \$100,659.99 to purchase six (6) 2026 Can-Am all-terrain and three (3) 2026 Can-Am side-by-side utility vehicles. The pricing outlined is consistent with the bid provided. The Police Department respectfully requests to utilize FRS Powersports as the provider of the described utility vehicles.
- Funding for this purchase is available in Account # 131.42100.935.02326.
- The following documents are attached for further review:
 - Invitation for Sealed Bids
 - FRS Powersports bid
 - Ride Now Powersports bid
 - One Nation Distribution bid
 - Chaves Brothers Management bid

Thank you for your consideration,

Jeff Cox, Chief of Police



2175 Whitten Road
 Memphis TN 38133
 901-385-9366

Buyer's Order

CITY OF BARTLETT POLICE DEPARTMENT

Date 01/06/2026
 Order No. 4007368
 Salesman RICHARD FRY

3730 APPLING RD
 BARTLETT TN 38133
 H 901-596-4380 W 901-385-5502 C 901-584-5000

Email GMACK@BARTLETTPOLICE.ORG

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

		Unit Information				Odom	Stock No.	Price (Incl factory options)
New/U	Year	Make	Model	Model Name	Serial No.			
New	2026	CAN-AM	DEFENDER MAX XT HD9	8STF	3JBUCAP45TK004178	1	004178	\$20,299.00

Options:

BUMPER REAR B-160-SG KIT UR	\$374.49 D
SIDE MIRROR KIT DEFENDER NEW STYLE SET OF TWO..	\$344.49 D
WINDSHIELD VENTED KIT UR	\$934.99 D
PANORAMIC CENTER MIRROR KIT	\$159.99 D

Dealer Unit Price	\$20,299.00
Factory Options	\$0.00
Added Accessories	\$1,813.96
Freight	\$1,195.00
Dealer Prep / Rigging Fee	\$400.00
Customer Rebates	(\$5,140.39)

TAX EXEMPT FOR LOCAL GOVERNMENT USE	\$0.00 D
'26 DEFENDER HD9 XT MAX, BLACK,8STF,UNIT 1 OF 3.	\$0.00 D

Lienholder:
 NONE

Notes:

Trade Information

Cash Price	\$18,567.57
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$18,567.57
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$75.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$75.00
Sub Total (Net Sale + Other Charges)	\$18,642.57
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$18,642.57

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

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Customer Signature _____ Dealer Signature _____

Thank You for Your Business!



2175 Whitten Road
 Memphis TN 38133
 901-385-9366

Buyer's Order

CITY OF BARTLETT POLICE DEPARTMENT

Date 01/08/2026
 Order No. 4007369
 Salesman RICHARD FRY

3730 APPLING RD
 BARTLETT TN 38133

H 901-596-4380 W 901-385-5502 C 901-584-5000

Email GMACK@BARTLETTPOLICE.ORG

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		Unit Information				Odom	Stock No.	Price (Incl factory options)
New/U	Year	Make	Model	Model Name	Serial No.			
New	2026	CAN-AM	DEFENDER MAX XT HD9	8STF		0	F1B	\$20,299.00

Options:

BUMPER REAR B-160-SG KIT UR	\$374.49	D
SIDE MIRROR KIT DEFENDER NEW STYLE SET OF TWO..	\$344.49	D
WINDSHIELD VENTED KIT UR	\$934.99	D
PANORAMIC CENTER MIRROR KIT	\$159.99	D

Dealer Unit Price	\$20,299.00
Factory Options	\$0.00
Added Accessories	\$1,813.96
Freight	\$1,195.00
Dealer Prep / Rigging Fee	\$400.00
Customer Rebates	(\$5,140.39)

TAX EXEMPT FOR LOCAL GOVERNMENT USE	\$0.00	D
'26 DEFENDER HD9 XT MAX, BLACK,8STF,UNIT 2 OF 3.	\$0.00	D

Lienholder:
 NONE

Notes:

Trade Information

Cash Price	\$18,567.57
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$18,567.57
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$75.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$75.00
Sub Total (Net Sale + Other Charges)	\$18,642.57
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$18,642.57

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

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 Memphis TN 38133
 901-385-9366

Buyer's Order

CITY OF BARTLETT POLICE DEPARTMENT

Date 01/08/2026
 Order No. 4007370
 Salesman RICHARD FRY

3730 APPLING RD
 BARTLETT TN 38133

H 901-596-4380 W 901-385-5502 C 901-584-5000

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New/U	Year	Make	Model	Model Name	Serial No.			
New	2026	CAN-AM	DEFENDER MAX XT HD9	8STF		0	F1C	\$20,299.00

Options:

BUMPER REAR B-160-SG KIT UR	\$374.49	D
SIDE MIRROR KIT DEFENDER NEW STYLE SET OF TWO..	\$344.49	D
WINDSHIELD VENTED KIT UR	\$934.99	D
PANORAMIC CENTER MIRROR KIT	\$159.99	D

Dealer Unit Price	\$20,299.00
Factory Options	\$0.00
Added Accessories	\$1,813.96
Freight	\$1,195.00
Dealer Prep / Rigging Fee	\$400.00
Customer Rebates	(\$5,140.39)

TAX EXEMPT FOR LOCAL GOVERNMENT USE	\$0.00	D
'26 DEFENDER HD9 XT MAX, BLACK,8STF,UNIT 3 OF 3.	\$0.00	D

Lienholder:
 NONE

Notes:

Trade Information

Cash Price	\$18,567.57
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$18,567.57
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$75.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
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Customer Signature _____ Dealer Signature _____

Thank You for Your Business!



2175 Whitten Road
 Memphis TN 38133
 901-385-9366

Buyer's Order

CITY OF BARTLETT POLICE DEPARTMENT

Date 01/06/2026
 Order No. 4007362
 Salesman RICHARD FRY

3730 APPLING RD
 BARTLETT TN 38133
 H 901-596-4380 W 901-385-5502 C 901-584-5000

Email GMACK@BARTLETTPOLICE.ORG

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Unit Information								
New/U	Year	Make	Model	Model Name	Serial No.	Odom	Stock No.	Price (Incl factory options)
New	2026	CAN-AM	OUTLANDER 500	1DTC	3JB3GA442TJ001801	1	001801	\$7,349.00

Options:

715008738 BUMPER REAR XU KIT
 715006614 BUMPER FRONT XU KIT

\$289.49 D
 \$395.99 D

Dealer Unit Price	\$7,349.00
Factory Options	\$0.00
Added Accessories	\$685.48
Freight	\$650.00
Dealer Prep / Rigging Fee	\$150.00
Customer Rebates	(\$1,454.10)

TAX EXEMPT FOR LOCAL GOVERNMENT USE
 UNIT 1 OF 6,26 OUTLANDER 500, 1DTC

\$0.00 D
 \$0.00 D

Lienholder:
 NONE

Notes:

Trade Information

Cash Price	\$7,380.38
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$7,380.38
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$75.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$75.00
Sub Total (Net Sale + Other Charges)	\$7,455.38
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$7,455.38

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

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Customer Signature _____ Dealer Signature _____

Thank You for Your Business!



2175 Whitten Road
 Memphis TN 38133
 901-385-9366

Buyer's Order

CITY OF BARTLETT POLICE DEPARTMENT

Date 01/06/2026
 Order No. 4007363
 Salesman RICHARD FRY

3730 APPLING RD
 BARTLETT TN 38133

H 901-596-4380 W 901-385-5502 C 901-584-5000

Email GMACK@BARTLETTPOLICE.ORG

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Unit Information								
New/U	Year	Make	Model	Model Name	Serial No.	Odom	Stock No.	Price (Incl factory options)
New	2026	CAN-AM	OUTLANDER 500	1DTC	3JB3GA447TJ003608	1	003608	\$7,349.00

Options:

715008738 BUMPER REAR XU KIT \$289.49 D
 715006614 BUMPER FRONT XU KIT \$395.99 D

Dealer Unit Price \$7,349.00
 Factory Options \$0.00
 Added Accessories \$685.48
 Freight \$650.00
 Dealer Prep / Rigging Fee \$150.00
 Customer Rebates (\$1,454.10)

TAX EXEMPT FOR LOCAL GOVERNMENT USE \$0.00 D
 UNIT 2 OF 6, '26 OUTLANDER 500, 1 DTC \$0.00 D

Cash Price	\$7,380.38
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$7,380.38
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$75.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$75.00
Sub Total (Net Sale + Other Charges)	\$7,455.38
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$7,455.38

Lienholder:
 NONE

Notes:

Trade Information

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

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Customer Signature _____ Dealer Signature _____

Thank You for Your Business!



2175 Whitten Road
 Memphis TN 38133
 901-385-9366

Buyer's Order

CITY OF BARTLETT POLICE DEPARTMENT

Date 01/06/2026
 Order No. 4007371
 Salesman RICHARD FRY

3730 APPLING RD
 BARTLETT TN 38133

H 901-596-4380 W 901-385-5502 C 901-584-5000

Email GMACK@BARTLETTPOLICE.ORG

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Unit Information								
New/U	Year	Make	Model	Model Name	Serial No.	Odom	Stock No.	Price (Incl factory options)
New	2026	CAN-AM	OUTLANDER 500	1DTC	3JB3GA446TJ003793	1	003793	\$7,349.00

Options:

715006614 BUMPER FRONT XU KIT
 715008738 BUMPER REAR XU KIT

\$395.99 D
 \$289.49 D

Dealer Unit Price \$7,349.00
 Factory Options \$0.00
 Added Accessories \$685.48
 Freight \$650.00
 Dealer Prep / Rigging Fee \$150.00
 Customer Rebates (\$1,454.10)

TAX EXEMPT FOR LOCAL GOVERNMENT USE
 UNIT 3 OF 6,26 OUTL 500, 1DTC

\$0.00 D
 \$0.00 D

Lienholder:
 NONE

Notes:

Trade Information

Cash Price	\$7,380.38
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$7,380.38
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$75.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$75.00
Sub Total (Net Sale + Other Charges)	\$7,455.38
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$7,455.38

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

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Customer Signature _____ Dealer Signature _____

Thank You for Your Business!



2175 Whitten Road
 Memphis TN 38133
 901-385-9366

Buyer's Order

CITY OF BARTLETT POLICE DEPARTMENT

Date 01/06/2026
 Order No. 4007365
 Salesman RICHARD FRY

3730 APPLING RD
 BARTLETT TN 38133
 H 901-596-4380 W 901-385-5502 C 901-584-5000

Email GMACK@BARTLETTPOLICE.ORG

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Unit Information								
New/U	Year	Make	Model	Model Name	Serial No.	Odom	Stock No.	Price (Incl factory options)
New	2026	CAN-AM	OUTLANDER 500	1DTC	3JB3GA443TJ003606	1	003606	\$7,349.00

Options:

715008738 BUMPER REAR XU KIT \$289.49 D
 715006614 BUMPER FRONT XU KIT \$395.99 D

Dealer Unit Price \$7,349.00
 Factory Options \$0.00
 Added Accessories \$685.48
 Freight \$650.00
 Dealer Prep / Rigging Fee \$150.00
 Customer Rebates (\$1,454.10)

TAX EXEMPT FOR LOCAL GOVERNMENT USE \$0.00 D
 UNIT 4 OF 6, '26 OUTLANDER 500, 1DTC \$0.00 D

Lienholder:
 NONE

Notes:

Trade Information

Cash Price	\$7,380.38
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$7,380.38
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$75.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$75.00
Sub Total (Net Sale + Other Charges)	\$7,455.38
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$7,455.38

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

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Customer Signature _____ Dealer Signature _____

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2175 Whitten Road
 Memphis TN 38133
 901-385-9366

Buyer's Order

CITY OF BARTLETT POLICE DEPARTMENT

Date 01/06/2026
 Order No. 4007366
 Salesman RICHARD FRY

3730 APPLING RD
 BARTLETT TN 38133
 H 901-596-4380

W 901-385-5502 C 901-584-5000

Email GMACK@BARTLETTPOLICE.ORG

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Unit Information								
New/U	Year	Make	Model	Model Name	Serial No.	Odom	Stock No.	Price (Incl factory options)
New	2026	CAN-AM	OUTLANDER 500	1DTC	3JB3GA444TJ003419	1	003419	\$7,349.00

Options:

715006614 BUMPER FRONT XU KIT
 715008738 BUMPER REAR XU KIT

\$395.99 D
 \$289.49 D

Dealer Unit Price	\$7,349.00
Factory Options	\$0.00
Added Accessories	\$685.48
Freight	\$650.00
Dealer Prep / Rigging Fee	\$150.00
Customer Rebates	(\$1,454.10)

UNIT 5 OF 6, '26 OUTLANDER 500, 1DTC
 TAX EXEMPT FOR LOCAL GOVERNMENT USE

\$0.00 D
 \$0.00 D

Lienholder:
 NONE

Notes:

Trade Information

Cash Price	\$7,380.38
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$7,380.38
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$75.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$75.00
Sub Total (Net Sale + Other Charges)	\$7,455.38
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$7,455.38

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Customer Signature _____ Dealer Signature _____

Thank You for Your Business!



2175 Whitten Road
 Memphis TN 38133
 901-385-9366

Buyer's Order

CITY OF BARTLETT POLICE DEPARTMENT

Date 01/06/2026
 Order No. 4007367
 Salesman RICHARD FRY

3730 APPLING RD
 BARTLETT TN 38133

H 901-596-4380 W 901-385-5502 C 901-584-5000

Email GMACK@BARTLETTPOLICE.ORG

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information								
New/U	Year	Make	Model	Model Name	Serial No.	Odom	Stock No.	Price (Incl factory options)
New	2026	CAN-AM	OUTLANDER 500	1DTC	3JB3GA44XTJ003795	1	003795	\$7,349.00

Options:

715008738 BUMPER REAR XU KIT \$289.49 D
 715006614 BUMPER FRONT XU KIT \$395.99 D

Dealer Unit Price \$7,349.00
 Factory Options \$0.00
 Added Accessories \$685.48
 Freight \$650.00
 Dealer Prep / Rigging Fee \$150.00
 Customer Rebates (\$1,454.10)

TAX EXEMPT FOR LOCAL GOVERNMENT USE \$0.00 D
 UNIT 6 OF 6, '26 OUTLANDER 500, 1DTC \$0.00 D

Lienholder:
 NONE

Notes:

Trade Information

Cash Price	\$7,380.38
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$7,380.38
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$75.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$75.00
Sub Total (Net Sale + Other Charges)	\$7,455.38
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$7,455.38

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

ORIGINAL.



City of Bartlett, TN

INVITATION FOR SEALED BIDS

The City of Bartlett is seeking bids to purchase six (6) 2026 All-Terrain Vehicles and three (3) Side-by-Side Utility Vehicles as per the written specifications.

Bid Information and documents are posted on the City's website at www.cityofbartlett.org

Sealed bids are to be received no later than **2:00 pm on Thursday, December 11, 2025**. All bid packets, with an original and two copies must be labeled **"FY2026-11-013 ALL-TERRAIN & SIDE-BY-SIDE VEHICLES"** and addressed as follows:

**Mayor David Parsons
City of Bartlett
6400 Stage Rd.
Bartlett, TN 38134**

Bidders may direct inquiries to Chris Golden, Deputy Chief, at 901-385-5560 or email cgolden@bartlettspolice.org

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

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

CITY OF BARTLETT

**6400 STAGE ROAD
BARTLETT, TENNESSEE 38134**

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



REQUEST FOR SEALED BIDS

SB # FY2026-11-013

DUE: Thursday, December 11, 2025, no later than 2:00 p.m. (CST)

ALL-TERRAIN AND SIDE-BY-SIDE UTILITY VEHICLES

BARTLETT POLICE DEPARTMENT

The City of Bartlett, Bartlett Police Department is seeking to purchase six (6) 2026 ALL-TERRAIN VEHICLES – CAN-AM OUTLANDER 500 4WD OR EQUAL AND (3) SIDE-BY-SIDE UTILITY VEHICLES – CAN-AM DEFENDER MAX XT HD9 OR EQUAL as per the written specifications.

POLICE ALL-TERRAIN & SIDE-BY-SIDE UTILITY VEHICLES
Sealed Bid: FY2026-11-013
Due Date: December 11, 2025

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on Thursday, December 11, 2025**. All bid packets, with an original, clearly identified, and two copies, must be labeled **"FY2026-11-013 ALL-TERRAIN & SIDE-BY-SIDE VEHICLES"** and addressed as follows:

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

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. The City of Bartlett is an equal opportunity employer. If further information is desired, please contact Chris Golden, Deputy Chief at 901-385-5560 or email cgolden@bartlettpolice.org.

Please quote prices on attached bid sheet.

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

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

FRS POWERSPORTS
NAME OF FIRM

rfry@frspowersports.com
EMAIL

2175 WHITTEN RD, MEMPHIS, TN
ADDRESS 38133

901-385-9366
PHONE

Richard Fry, Sales
SIGNATURE OF AUTHORIZED REPRESENTATIVE

RICHARD FRY, SALES
PRINT NAME

12/2/25
DATE

INTENT

The intent of these specifications is to provide sufficient specified information to permit prospective bidders to submit proposals for six (6) new and unused **2026 ALL-TERRAIN VEHICLES** and three (3) new and unused **2026 SIDE-BY-SIDE UTILITY VEHICLES** per the written specifications. The awarded supplier will be required to deliver the vehicles to the City of Bartlett Police Department, located at 3730 Appling Road, Bartlett, TN 38133.

STATEMENT OF INTENT – EQUALITY AND FAIRNESS

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

GENERAL SPECIFICATIONS

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

1. All bidders must clearly identify any and all deviations from these specifications that their products may have; however, bids must meet or exceed specifications.
2. Bidder shall include the specification check list, along with the signed pricing sheet and the signed and notarized Iran Divestment Act form (page 9). Note: An original, clearly marked, and two copies shall be included in the bid package.
3. Bidder must include a current year, signed W-9 form.
4. All prices are to be firm for **180** days from the bid due date.
5. The bid should state the manufacturer's warranty, along with the owner's manuals.
6. The City reserves the right to reject any and all bids.
7. An Award Letter will be issued to the successful vendor designating them the supplier of said equipment for the period specified in the Bid-Pricing Guarantee (180 or 365 days from the bid due date)
8. An official Purchase Order may be issued for one (1) unit, multiple units, or zero (0) units at any time during the awarded period. All purchase orders are subject to available funding.
9. Products delivered because of the award of this bid shall be a current-year model, new and unused.
10. All charges for transportation and unloading are to be pre-paid by the successful bidder, and are not the responsibility of the City of Bartlett.
11. All vehicles/equipment are to be delivered F.O.B. to the City of Bartlett Police Department, 3730 Appling Road, Bartlett, TN 38133.

DETAILED SPECIFICATIONS - PART I - ALL-TERRAIN VEHICLES

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

SPECIFICATIONS

These specifications describe the mechanical and comfort level required for the All-Terrain Vehicles which will be used by the City. The following bid specifications shall be for six (6) **NEW AND UNUSED 2026 ALL-TERRAIN VEHICLES. Specifying: CAN-AM OUTLANDER 500 4WD or equal**

Exceptions or deviations from the following specifications must be noted.

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Fuel Tank 5.1 Gallon Capacity	X	—	—
Engine 40 HP / 37 LB-FT / 650cc, liquid-cooled	X	—	—
Fuel Delivery Electronic Fuel Injection	X	—	—
Drivetrain Selectable 2WD / 4WD with auto-locking differential	X	—	—
Transmission Automatic / Primary CVT	X	—	—
Brakes Dual disc front, single disc rear	X	—	—
Wheels Four (4) 12" steel wheels	X	—	—
Tires Two (2) 25x8x12in. All-terrain front tires	X	—	—
Two (2) 25x10x12in. All-terrain rear tires	X	—	—


 Initials

POLICE ALL-TERRAIN & SIDE-BY-SIDE UTILITY VEHICLES
 Sealed Bid: FY2026-11-013
 Due Date: December 11, 2025

DESCRIPTION	COMPLIANCE ANSWER		
	YES	NO	OFFER
Suspension			
Front Twin tube shocks	X	—	—
Rear Twin tube shocks	X	—	—
Front Double A-arm	X	—	—
Rear Double A-arm	X	—	—
12in. ground clearance	X	—	—
Towing Capacity			
1,830lb	X	—	—
Dimensions			
53" wheelbase	X	—	—
38in. seat height	X	—	—
Bumpers			
Bumpers – Front and Rear protective steel, powder coat finish	X	—	—
Exterior Color			
Granite gray	X	—	—
Gauges			
4.5in. digital display	X	—	—
Lighting			
LED headlights and taillights	X	—	—
Storage			
9-gallon	X	—	—
Accessories			
2in. hitch receiver	X	—	—
Full skid plate	X	—	—

PART I - UNIT PRICE EACH: \$7,455.38 TOTAL PRICE X 6 UNITS: \$44,732.28

Total Bid in Words:

SIX (6) CAN-AM OUTLANDER 500 4WD ATVs, AT
~~\$7,455.38~~ EACH AFTER APPLIED REBATES OF \$1,454.10
 EACH, TOTAL \$44,732.28.

Estimated time of delivery/installation 90 days.

R.F.
 Initials

DETAILED SPECIFICATIONS – PART II – SIDE-BY-SIDE UTILITY VEHICLES

SPECIFICATIONS

These specifications describe the mechanical and comfort level required for the Side-by-Side Utility Vehicles which will be used by the City. The following bid specifications shall be for three (3) **NEW AND UNUSED 2026 SIDE-BY-SIDE UTILITY VEHICLES. Specifying: CAN-AM DEFENDER MAX XT HD9 or equal**

Exceptions or deviations from the following specifications must be noted.

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Fuel Tank			
10.6 Gallon Capacity	<u>X</u>	—	—
Engine			
65 HP / 59 LB-FT / 976cc V-twin, liquid-cooled	<u>X</u>	—	—
Fuel Delivery			
Electronic Fuel Injection	<u>X</u>	—	—
Drivetrain			
Selectable 2WD / 4WD with auto-locking differential	<u>X</u>	—	—
Steering			
Power steering with tilt adjustment	<u>X</u>	—	—
Brakes			
4 -Wheel disc, w/ holding mechanism	<u>X</u>	—	—
Wheels			
Four (4) 14" aluminum wheels	<u>X</u>	—	—
Tires			
Two (2) 27x9x14in. All-terrain front tires	<u>X</u>	—	—
Two (2) 27x11x14in. All-terrain rear tires	<u>X</u>	—	—

R.F.
 Initials

POLICE ALL-TERRAIN & SIDE-BY-SIDE UTILITY VEHICLES
 Sealed Bid: FY2026-11-013
 Due Date: December 11, 2025

DESCRIPTION	COMPLIANCE ANSWER		
	<u>YES</u>	<u>NO</u>	<u>OFFER</u>
Suspension			
Twin tube gas shocks 11 in. ground clearance	X	—	—
11 in. ground clearance	X	—	—
Towing / Payload Capacities			
2,500lb / 1,700lb	X	—	—
Bumpers			
Bumpers – Front and Rear protective steel, powder coat finish	X	—	—
Exterior Color			
Stealth Black	X	—	—
Seats			
Bolster bench seats w/ adjustable driver seat, 6-person capacity	X	—	—
Gauges			
4.5 in. digital display	X	—	—
Accessories			
2-piece hard roof	X	—	—
2 in. hitch receiver	X	—	—
Full heavy duty skid plate	X	—	—
Winch – 4,500lb w/ synthetic cable	X	—	—
Panoramic center mirror	X	—	—
Side mirrors	X	—	—
Scratch resistant, vented full windshield	X	—	—
DC outlet 10A	X	—	—
USB port (10A) x2	X	—	—

PART II - UNIT PRICE EACH: \$18,642.57 TOTAL PRICE X 3 UNITS: \$55,927.71

Total Bid in Words:

THREE (3) CAN-AM 2026 DEFENDER HD 9 XT MAX UTVS WITH ACCESSORIES, AT \$18,642.57 EACH AFTER APPLIED REBATES OF \$5140.39 EACH

Estimated time of delivery/installation 90 days. TOTAL \$55,927.71

R.S.

POLICE ALL-TERRAIN & SIDE-BY-SIDE UTILITY VEHICLES
Sealed Bid: FY2026-11-013
Due Date: December 11, 2025

R.F.
Initials

BID PRICING SHEET SIGNATURES

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

Part I - Unit Price Each: \$7,455.38 Part II - Unit Price Each: \$18,642.57
Part I - Total Price x 6 Units: \$44,732.28 Part II - Total Unit Price x 3: \$55,927.71

NOTE: BID-PRICING GUARANTEE

The pricing provided within the bid is firm for 180 days, with an option to purchase additional ALL-TERRAIN AND SIDE-BY-SIDE UTILITY VEHICLES within one year from the bid due date at the same price.

Yes: R.F. No: _____

NOTE: COOPERATIVE PURCHASING

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

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

Yes: R.F. No: _____

FRS POWERSPORTS
Name of Firm

r.fry@frspowersports.com
Email

RICHARD FRY, SALES
Authorized Representative
(Typed or Printed)

901-385-9366
Telephone Number

Richard Fry Sales
Authorized Representative Signature

12/2/25
Date

IRAN DIVESTMENT ACT

PUBLIC ACTS 109 FORM
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:

<https://tnsos.org/acts/PublicActs.109.php>

FRS POWERSPORTS

Company Name (Proposer/Contractor)

Print Name RICHARD FRY
Signed Richard Fry
Title SALES

Subscribed and sworn before me this 2 day of Dec, 2025.

Signed Dawn M Jones Print Name Dawn M Jones

Title Office Manager

My commission expires: 2-7, 2027.



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

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 BEWARD FRY
Signed Richard Fry
Title SALES, FRS POWERSPORTS

Subscribed and sworn before me this 2 day of Dec, 20 25.

Signed Dawn M Jones Print Name Dawn M. Jones
Title Office Manager

My commission expires: 2-7, 20 27.



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

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>FRS POWERSPORTS & EQUIPMENT</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>FRS POWERSPORTS</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: center;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>2175 WHITTEN RD</p> <p>6 City, state, and ZIP code</p> <p>MEMPHIS, TN 38133</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
2	0	-	0	1	3	0	0	3	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Dawn Jones</i>	Date <i>12-1-25</i>
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General Instructions

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

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

What's New

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

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

Purpose of Form

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(j)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5 a. The usual revocable savings trust, (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) ^{**}	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)) ^{**}	The trust

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

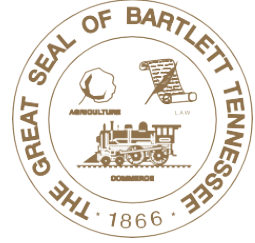
If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Board of Mayor and Aldermen
February 10, 2026



Item Memo

Consent Summary:

Purchase three Axon Air - Skydio X10 Patrol UAS Systems for a total five-year cost of \$100,620.00 from Axon Enterprises. This purchase would be made via the BuyBoard National Purchasing Cooperative. Funds for the initial purchase in the amount of \$82,800.00 are available in Grant Account 131.42100.939.02326. All additional payments, beginning in July of 2028, would be budgeted in Account 123.48123.264 for their respective years. These subsequent payments equate to \$5,940.00 per year.

Formal Body:

Attachments:

UAS - Axon - BMA 1.27.26



BARTLETT POLICE DEPARTMENT



Unmanned Aircraft Systems

Project Description:

- The Bartlett Police Department utilizes Unmanned Aircraft Systems (UAS) to support public safety and operational needs by enhancing situational awareness, improving response efficiency, and reducing risk to personnel during critical incidents, emergency response, search operations, and large-scale events. The use of UAS technology aligns with modern best practices for government-scale agencies and provides a cost-effective alternative to traditional aerial or manpower-intensive resources.
- The Police Department is seeking to purchase three (3) Unmanned Aircraft Systems (UAS) to enhance our fleet and to replace existing devices that are due to be taken out of service due to damage and or age.

Vendor Selection Process:

- Representatives from our agency have been in contact with numerous vendors regarding this purchase. Due to the current National Defense Authorization Act (NDAA) compliance requirements, UAS markets have been restricted, and the number of approved manufacturers is limited in scope and capacity. These restrictions, combined with supply chain challenges, evolving federal guidance, and vendor consolidation, have contributed to higher costs and fewer viable procurement options for government agencies.
- During our market and vendor research, Axon Enterprises was identified as offering the best available UAS solution that meets the operational needs of our agency. Axon is a proven and trusted vendor within the public safety and government sector, with an established record of reliability, support, and long-term viability. Additionally, Axon's UAS platform is fully compliant with National Defense Authorization Act (NDAA) requirements, ensuring eligibility for government use and alignment with federal procurement standards.
- Axon Enterprises participates in the BuyBoard cooperative purchasing program under Contract No. 718-23, which allows eligible government entities to procure approved equipment and services through a competitively solicited contract. Use of this contract streamlines the purchasing process while ensuring compliance with applicable procurement requirements.
- In July of 2025, the City of Bartlett's Board of Mayor and Aldermen approved Resolution 24-25, which authorized the City of Bartlett to participate in the BuyBoard cooperative purchasing program.

Equipment & Cost:

- The items requested for this purchase include three (3) Axon Air – Skydio X10 Patrol UAS devices, chargers, spare batteries, warranties, data storage, and live streaming capabilities. A summary of each item and its cost is as follows:

Item	QTY	Unit Price	Months	Total Price
Axon Air -Skydio X10 Patrol Kit	3	\$20,231.00	N/A	\$60,693.00
Axon Air - Skydio Dual Chargers	3	\$559.00	N/A	\$1,677.00
Axon Air - Skydio 3-year Warranty	3	\$2,112.00	N/A	\$6,336.00
Axon Air- Skydio Spare Batteries	6	\$369.00	N/A	\$2,214.00
Axon Air - Skydio Fleet Manager	2	\$10.00	60	\$1,200.00
Axon Air - Skydio Data Storage	2	\$37.50	60	\$4,500.00
Axon Air - Multi-Viewer Live Streaming	2	\$200.00	60	\$24,000.00
Total Cost:				\$100,620.00

- The total cost for this purchase is \$100,620. The payment terms for this purchase are as follows:

Fiscal Year Payments	Amount
FY26 - Upfront Cost (Grant Funded)	\$82,800.00
FY29 - Subscription Fee (City Funded)	\$5,940.00
FY30 - Subscription Fee (City Funded)	\$5,940.00
FY31 - Subscription Fee (City Funded)	\$5,940.00
	\$100,620.00

- The FY26 funds, for \$82,800, are available in Grant Account # 131.42100.939.02326. All additional payments will be budgeted in Account # 123.48123.264 for their respective fiscal years.

I appreciate your consideration,

Jeff Cox, Chief of Police



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic:(800) 978-2737
 International: +1.800.978.2737

Q-757684-46036ZL

Issued: 01/14/2026

Quote Expiration: 03/31/2026

Estimated Contract Start Date: 06/01/2026

Account Number: 203115

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Bartlett Police Dept. - TN 3730 Appling Rd Bartlett, TN 38133-2745 USA	Bartlett Police Dept. - TN 3730 Appling Rd Bartlett TN 38133-2745 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jeff Beachum Phone: Email: jbeachum@axon.com Fax:	Garrett Mack Phone: Email: gmack@bartlettpolice.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$100,620.00
ESTIMATED TOTAL W/ TAX	\$100,620.00

Discount Summary

Average Savings Per Year	\$1,882.20
TOTAL SAVINGS	\$9,411.00

Payment Summary

Date	Subtotal	Tax	Total
Apr 2026	\$82,800.00	\$0.00	\$82,800.00
Jul 2028	\$5,940.00	\$0.00	\$5,940.00
Jul 2029	\$5,940.00	\$0.00	\$5,940.00
Jul 2030	\$5,940.00	\$0.00	\$5,940.00
Total	\$100,620.00	\$0.00	\$100,620.00

Quote Unbundled Price: \$110,031.00
 Quote List Price: \$110,031.00
 Quote Subtotal: \$100,620.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
102002	AXON AIR - SKYDIO DUAL CHARGER X10 230W WALL ADAPTER	3			\$559.00	\$559.00	\$1,677.00	\$0.00	\$1,677.00
101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	6			\$369.00	\$369.00	\$2,214.00	\$0.00	\$2,214.00
101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3			\$20,231.00	\$20,231.00	\$60,693.00	\$0.00	\$60,693.00
A la Carte Software									
101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	2	60		\$10.00	\$10.00	\$1,200.00	\$0.00	\$1,200.00
101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	2	60		\$37.50	\$37.50	\$4,500.00	\$0.00	\$4,500.00
101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	2	60		\$200.00	\$200.00	\$24,000.00	\$0.00	\$24,000.00
A la Carte Warranties									
101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3			\$5,249.00	\$2,112.00	\$6,336.00	\$0.00	\$6,336.00
Total							\$100,620.00	\$0.00	\$100,620.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	6	2	05/01/2026
A la Carte	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	2	05/01/2026
A la Carte	102002	AXON AIR - SKYDIO DUAL CHARGER X10 230W WALL ADAPTER	3	2	05/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	2	06/01/2026	05/31/2031
A la Carte	101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	2	06/01/2026	05/31/2031
A la Carte	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	2	06/01/2026	05/31/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3730 Appling Rd	Bartlett	TN	38133-2745	USA
2	3730 Appling Rd	Bartlett	TN	38133-2745	USA

Payment Details

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	2	\$19,749.55	\$0.00	\$19,749.55
Annual Payment 1	101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	2	\$3,703.04	\$0.00	\$3,703.04
Annual Payment 1	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	2	\$987.48	\$0.00	\$987.48
Annual Payment 1	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	6	\$1,821.90	\$0.00	\$1,821.90
Annual Payment 1	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	\$5,213.88	\$0.00	\$5,213.88
Annual Payment 1	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	\$49,944.15	\$0.00	\$49,944.15
Annual Payment 1	102002	AXON AIR - SKYDIO DUAL CHARGER X10 230W WALL ADAPTER	3	\$1,380.00	\$0.00	\$1,380.00
Total				\$82,800.00	\$0.00	\$82,800.00

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	2	\$1,416.82	\$0.00	\$1,416.82
Annual Payment 2	101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	2	\$265.65	\$0.00	\$265.65
Annual Payment 2	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	2	\$70.84	\$0.00	\$70.84
Annual Payment 2	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	6	\$130.70	\$0.00	\$130.70
Annual Payment 2	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	\$374.04	\$0.00	\$374.04
Annual Payment 2	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	\$3,582.95	\$0.00	\$3,582.95
Annual Payment 2	102002	AXON AIR - SKYDIO DUAL CHARGER X10 230W WALL ADAPTER	3	\$99.00	\$0.00	\$99.00
Total				\$5,940.00	\$0.00	\$5,940.00

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	2	\$1,416.82	\$0.00	\$1,416.82
Annual Payment 3	101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	2	\$265.65	\$0.00	\$265.65
Annual Payment 3	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	2	\$70.84	\$0.00	\$70.84
Annual Payment 3	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	6	\$130.70	\$0.00	\$130.70
Annual Payment 3	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	\$374.04	\$0.00	\$374.04
Annual Payment 3	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	\$3,582.95	\$0.00	\$3,582.95
Annual Payment 3	102002	AXON AIR - SKYDIO DUAL CHARGER X10 230W WALL ADAPTER	3	\$99.00	\$0.00	\$99.00
Total				\$5,940.00	\$0.00	\$5,940.00

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101162	AXON AIR - SKYDIO MULTI-VIEWER LIVE STREAMING FOR X10	2	\$1,416.82	\$0.00	\$1,416.82
Annual Payment 4	101165	AXON AIR - SKYDIO DATA STORAGE FOR X10	2	\$265.65	\$0.00	\$265.65
Annual Payment 4	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	2	\$70.84	\$0.00	\$70.84

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101237	AXON AIR - SKYDIO BATTERY (150W) FOR X10	6	\$130.70	\$0.00	\$130.70
Annual Payment 4	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	3	\$374.04	\$0.00	\$374.04
Annual Payment 4	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	3	\$3,582.95	\$0.00	\$3,582.95
Annual Payment 4	102002	AXON AIR - SKYDIO DUAL CHARGER X10 230W WALL ADAPTER	3	\$99.00	\$0.00	\$99.00
Total				\$5,940.00	\$0.00	\$5,940.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Page 7

Q-757684-46036ZL

The Year 1 payment will be funded through a state grant awarded to Bartlett Police Department. All subsequent annual payments will be made using the agency's operating budget.

Signature

Date Signed

1/14/2026



Request for Taxpayer Identification Number and Certification

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

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

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

Print or type.
See Specific Instructions on page 3.

	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) AXON ENTERPRISE, INC.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) D <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 17800 N 85TH ST	Requester's name and address (optional)
	6 City, state, and ZIP code SCOTTSDALE, AZ 85255	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
8	6	-	0	7	4	1	2	2	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	<i>Jean Stone</i>	Date	1/1/2025
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General Instructions

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

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

What's New

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

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

Purpose of Form

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



www.skydio.com

Skydio, Inc.
3000 Clearview Way,
San Mateo, CA 94402
650-485-3890

Skydio National Defense Authorization Act (NDAA) Compliance Statement

The National Defense Authorization Act ("NDAA") Fiscal Year 2019 ("FY19 NDAA"), Fiscal Year 2020 ("FY20 NDAA"), Fiscal Year 2023 ("FY23 NDAA"), and Fiscal Year 2024 ("FY24 NDAA") are United States federal laws which specify the budget, expenditures and policies of the U.S. Department of Defense ("US DOD") as well as other Federal departments and agencies.

Skydio, Inc. ("Skydio") is an American company headquartered in San Mateo, California with its manufacturing facility located in Hayward, California. Skydio proudly designs, assembles, and supports our products in the United States. Our defense, enterprise and commercial products are designed to meet and exceed demanding supply chain and cybersecurity requirements.

Skydio NDAA Compliant Product List:

The below listed Skydio UAS and related equipment comply with Section 889 of the FY19 NDAA, with Section 848 of the FY20 NDAA as modified by Section 817 of the FY23 NDAA, and with Sections 1821-1833 of the FY24 NDAA (also known as the American Security Drone Act of 2023):

- Skydio Drones: X2 and X2D, X10 and X10D
- Skydio Docks: X2 Dock, X10 Dock

Yours sincerely,

Alden Jones
VP, Customer Success



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

**Meeting: 7/8/2025 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Richard Phebus,
Director of Finance
Initiator:
Sponsors:**

Resolution 24-25

Resolution 24-25, a resolution of the City of Bartlett authorizing the City to utilize pricing established by Competitively Bid Contracts sponsored by Buy Board.

WHEREAS, BUY BOARD is a national purchasing cooperative, based in Texas, serving both the public and non-profit sectors of purchasing; and

WHEREAS, BUY BOARD awards its contracts based on the same competitive solicitation processes authorized by the City of Bartlett; and

WHEREAS, the City's purchasing function in most cases elects to complete its own procurements but recognizes that, on occasion, a greater cost savings and a streamlined procurement process may be achieved through participation in such a cooperative procurement; and

WHEREAS, local government entities become participating members of BUY BOARD by completing an online membership agreement, at no cost, and the Finance Director/Purchasing Agent could be authorized to execute and submit the document; and

WHEREAS, TENN. CODE ANN. § 12-3-1205(b) provides that local governments may participate in a master agreement by adopting a resolution accepting the terms of the master agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, THAT:

SECTION 1: The Mayor or his designee be, and hereby is, authorized to execute an Agreement with BUY BOARD allowing the City of Bartlett to be a Participating Member of BUY BOARD with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s).

SECTION 2: This Resolution shall take effect from and after its passage, the public welfare requiring it.

Adopted this day of July 8, 2025.

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

David Parson, Mayor

Attest: Penny Medlock, City Clerk

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

DATE: July 8, 2025

FROM: Dick Phebus, Finance Director

SUBJECT: Resolution to authorize competitive bid contracts sponsored by National Purchasing Cooperative (*BuyBoard*)

INTRODUCTION: This agenda item is to request the Board of Mayor and Aldermen to authorize the Mayor or his appointee to execute an agreement with National Purchasing Cooperative, a national purchasing cooperative based in Texas to identify qualified vendors of commodities, goods and services to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings for Cooperative Members.

BACKGROUND: The City of Bartlett continues to experience significant delays and/or equipment purchase cancellations due to disruptions in equipment and commodity supply chains. Delays have ranged from six months to eighteen months in receiving equipment once an order is placed. *BuyBoard* is a national purchasing cooperative, having secured contracts with vendors that supply commodities and equipment to state and local governments. The contracts with *BuyBoard* are similar to the State of Tennessee statewide contracts for equipment and supplies.

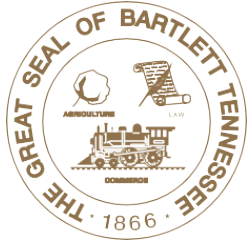
DISCUSSION:

- Tennessee Code Annotated 12-3-1205 allows local governments to participate in cooperative purchasing agreements by adopting a resolution accepting the terms of the master agreement. A copy of TCA 12-3-1205 is attached to this resolution for reference purposes.

BUDGET IMPACT: Approval of the resolution will allow the city to participate in cost savings and other benefits provided by using *BuyBoard* as a vendor for commodities and capital asset acquisitions previously budgeted in the City's regular operating budget or in the approved CIP budget.

PROPOSED MOTION: To approve resolution as presented authorizing the use of competitive bid contracts sponsored by *BuyBoard*.

Board of Mayor and Aldermen
February 10, 2026



Consent Summary:

Purchase a Ford Bronco Sport for \$27,773.00 from Ford of Murfreesboro. This purchase will be made via the State of Tennessee Contract SWC#209. Funds are available in Account 124.48124.935.

Formal Body:

Attachments:

Bronco Sport - BMA 1.27.26



BARTLETT POLICE DEPARTMENT

POLICE VEHICLES



Project Description:

- The Police Department respectfully requests to purchase one (1) 2025 Ford Bronco Sport Police Vehicle. This vehicle is needed to replace existing vehicles taken out of service due to mechanical failures, accidents, and or age.

State of Tennessee Purchase Contract Options:

- The State of Tennessee Department of General Service Central Procurement Office has established various purchasing contracts, which specify a source or sources of supply for all Tennessee State Agencies. These contracts require the vendors to provide all goods or services and deliverables as required by these contracts to all Tennessee State Agencies. As a result, Tennessee State Agencies may utilize these contracts by purchasing directly from the contractor by all applicable policies and procedures.

Vendor Selection:

- Representatives from our organization have been in contact with numerous vendors regarding this purchase. Due to global supply chain issues, the vast majority of dealers are unable to fulfill this purchase. In addition, vendors who may have this type of vehicle in stock require a sale price equal to or higher than the manufacturer's suggested retail price. As a result, we respectfully request to purchase these vehicles utilizing the State of Tennessee Vehicle Contract. This contract, SWC #209, establishes a source of supply for all Tennessee State Agencies and provides guaranteed discounted pricing.

Equipment & Cost:

- We have spoken with the State of Tennessee Vehicle Contract Vendor, Ford of Murfreesboro, and they have provided the state contracted price of \$27,773.00.
- The Police Department respectfully requests to purchase one (1) 2025 Ford Bronco Sport Police Vehicle from Ford of Murfreesboro for \$27,773.00. Funding for this purchase is available in Account # 124.48124.935 - Vehicles.

Thank you for your consideration,

Jeff Cox, Chief of Police

3730 Appling Road Bartlett, TN 38133
901-385-5560

Prepared for: Brandon Thornton



City of Bartlett
Prepared by: CRAIG BATON
12/18/2025

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$31,845.00
Options	\$410.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$34,250.00

Pre-Tax Adjustments

Code	Description	MSRP
SWC209	State Contract 84713 Discount	-\$6,477.00
Total		\$27,773.00

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.

Prepared for: Brandon Thornton

City of Bartlett

Prepared by: CRAIG BATON

12/18/2025



Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Major Equipment

(Based on selected options, shown at right)

8-speed automatic

- * 17 x 7-inch front and rear grey aluminum wheels
- * Overdrive transmission
- * Transmission electronic control
- * All-speed ABS and driveline traction control
- * Lead acid battery
- * Fuel tank capacity: 16.01 gal.
- * Terrain Management System with G.O.A.T. Modes driver selectable drivetrain mode
- * Bluetooth wireless audio streaming
- * SiriusXM with 360L AM/FM/Satellite radio
- * Seek scan
- * SYNC 4 external memory control
- * 3 month satellite trial subscription
- * Wheelbase: 105.1"
- * Trip computer
- * Power door mirrors
- * Manual folding door mirrors
- * LED daytime running lights
- * Deep tinted windows
- * Speed sensitive wipers

Exterior: Oxford White

Interior: Medium Light Smoked Truffle w/Cloth w/Easy-to-Clean Front Bucket Seats

- * P225/65RH17 AT BSW front and rear tires
- * Lock-up transmission
- * Stainless steel quasi-dual exhaust
- * Battery rating: 760CCA
- * Battery run down protection
- * Auto stop-start engine
- * Steering wheel mounted audio controls
- * 13.2 inch primary display
- * AM/FM/satellite
- * Radio data system (RDS)
- * Internet radio capability
- * Vehicle body length: 172.7"
- * HOSS 1.0 off-road ride suspension
- * Rear window defroster
- * Heated driver and passenger side door mirrors
- * DRL preference setting
- * LED brake lights
- * Variable intermittent front windshield wipers
- * Automatic climate control

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$31,845.00
Equipment Group 200A Standard Package	N/C
Engine: 1.5L EcoBoost	Included
Transmission: 8-Speed Automatic	Included
Cloth w/Easy-to-Clean Front Bucket Seats	Included
Monotone Paint Application	STD
105.1" Wheelbase	STD
Radio: AM/FM Stereo	Included
Ford Connectivity Package (1-Year Included)	Included
SiriusXM w/360L	Included
SYNC 4 w/Enhanced Voice Recognition	Included
Oxford White	N/C
50-State Emissions System	N/C
Medium Light Smoked Truffle w/Cloth w/Easy-to-Clean Front Bucket Seats	N/C
Wheels: 17" Carbonized Gray-Painted Aluminum	\$350.00
Tires: 225/65R17 All-Terrain	Included
Front License Plate Bracket	N/C
First Aid Kit (DIO)	\$60.00

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 for: Brandon Thornton

City of Bartlett

Prepared by: CRAIG BATON

12/18/2025



Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Major Equipment

- * Rear under seat climate control ducts
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 7 airbags
- * Manual rear child safety door locks
- * Fixed rear seats
- * Manual reclining rear seats
- * Fold forward rear seatback
- * Height adjustable rear seat head restraints
- * 3 rear seat head restraints
- * Rear seat center armrest
- * Driver seat with 6-way directional controls
- * Height adjustable front seat head restraints
- * Front seat center armrest
- * Manual height adjustable driver seat
- * Manual reclining passenger seat
- * Cloth front seat upholstery
- * 4-wheel disc brakes
- * Electronic parking brake
- * Hill Start Assist

- * Driver front impact airbag
- * Passenger front impact airbag
- * Airbag occupancy sensor
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- * SecuriLock immobilizer
- * 60-40 folding rear seats
- * Front facing rear seat
- * Rear seats with manual fore and aft
- * Manual rear seat head restraint control
- * Rear bench seat
- * Bucket front seats
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Manual reclining driver seat
- * Manual driver seat fore/aft control
- * Manual passenger seat fore/aft control
- * Cloth front seatback upholstery
- * 4-wheel antilock (ABS) brakes
- * Brake assist system

As Configured Vehicle

MSRP

SUBTOTAL	\$32,255.00
Destination Charge	\$1,995.00
TOTAL	\$34,250.00

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 for: Brandon Thornton

City of Bartlett

Prepared by: CRAIG BATON

12/18/2025



Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Fuel Economy

City
25 mpg



Hwy
30 mpg

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 for: Brandon Thornton



City of Bartlett

Prepared by: CRAIG BATON

12/18/2025

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

As Configured Vehicle

Code	Description	MSRP
R9B	Base Vehicle Price (R9B)	\$31,845.00
200A	<p>Equipment Group 200A Standard Package</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Engine: 1.5L EcoBoost <i>Includes auto start-stop technology.</i> - Transmission: 8-Speed Automatic <i>Includes Terrain Management System with 5 G.O.A.T. Modes (normal, ECO, sport, slippery and off-road).</i> - Cloth w/Easy-to-Clean Front Bucket Seats <i>Includes 6-way manual driver (fore/aft, up/down, recline), 4-way manual passenger's (fore/aft with manual recline) seats and 2-way manually adjustable driver and front-passenger head restraints.</i> - Radio: AM/FM Stereo <i>Includes 6 speakers and speed-compensated volume.</i> - Ford Connectivity Package (1-Year Included) <i>Includes unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Ford connectivity package included for one-year from warranty start date. Requires activation via Ford app with credit card authorization for auto-renewal; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a 30-day period 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> - SiriusXM w/360L <i>Includes a 3-month trial subscription for all new SiriusXM-equipped Ford vehicles. SiriusXM with 360L trial subscription: Service will automatically stop at the end of your trial subscription period unless you decide to continue service. Trial is non-transferable. 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> - SYNC 4 w/Enhanced Voice Recognition <i>Includes 13.2" center display, wireless Apple CarPlay and Android Auto compatibility, Alexa built-in, embedded apps, conversational voice command recognition, information on demand panel, over-the-air software updates, digital owner's manual and 911 Assist.</i> 	N/C
99N	<p>Engine: 1.5L EcoBoost</p> <p><i>Includes auto start-stop technology.</i></p>	Included
448	<p>Transmission: 8-Speed Automatic</p> <p><i>Includes Terrain Management System with 5 G.O.A.T. Modes (normal, ECO, sport, slippery and off-road).</i></p>	Included
NONTR	Tires: 225/65R17 All-Terrain	Included
64U	<p>Wheels: 17" Carbonized Gray-Painted Aluminum</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Tires: 225/65R17 All-Terrain 	\$350.00
Q	Cloth w/Easy-to-Clean Front Bucket Seats	Included

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2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes 6-way manual driver (fore/aft, up/down, recline), 4-way manual passenger's (fore/aft with manual recline) seats and 2-way manually adjustable driver and front-passenger head restraints.</i>	
PAINT	Monotone Paint Application	STD
105WB	105.1" Wheelbase	STD
STDRD	Radio: AM/FM Stereo <i>Includes 6 speakers and speed-compensated volume.</i>	Included
	<i>Includes:</i>	
	<i>- Ford Connectivity Package (1-Year Included)</i>	
	<i>Includes unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Ford connectivity package included for one-year from warranty start date. Requires activation via Ford app with credit card authorization for auto-renewal; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a 30-day period 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>	
	<i>- SiriusXM w/360L</i>	
	<i>Includes a 3-month trial subscription for all new SiriusXM-equipped Ford vehicles. SiriusXM with 360L trial subscription: Service will automatically stop at the end of your trial subscription period unless you decide to continue service. Trial is non-transferable. 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>	
	<i>- SYNC 4 w/Enhanced Voice Recognition</i>	
	<i>Includes 13.2" center display, wireless Apple CarPlay and Android Auto compatibility, Alexa built-in, embedded apps, conversational voice command recognition, information on demand panel, over-the-air software updates, digital owner's manual and 911 Assist.</i>	
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.	N/C
AHQAB	First Aid Kit (DIO) <i>Shipped separately from the vehicle for dealer installation. These features are ordered through WBDO only.</i>	\$60.00
425	50-State Emissions System <i>Automatically added to orders from dealers located in the following California emissions states: California, Massachusetts, New York, Oregon, Pennsylvania, Vermont and Washington. Available option for dealers located in federal/non-California emissions border states for stock orders: Arizona, Connecticut, Delaware, Idaho, Maine, Maryland, Montana, New Hampshire, New Jersey, Nevada, Ohio, Rhode Island and West Virginia. Available option for dealers located in all states for retail orders. Available option for dealers located in all states for commercial/rental fleet orders. Available option for dealers located in all states for government fleet orders with ship-to addresses in California emissions states.</i>	N/C
YZ_01	Oxford White	N/C
QW_02	Medium Light Smoked Truffle w/Cloth w/Easy-to-Clean Front Bucket Seats	N/C

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2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		\$32,255.00
Destination Charge		\$1,995.00
TOTAL		\$34,250.00

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2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Selected Equip & Specs

Dimensions

- Conventional Capacity: 2,200 lbs.
- Vehicle body length: 172.7"
- Vehicle body height: 70.2"
- Vehicle turning radius: 18.7"
- Rear track: 62.8"
- Interior rear cargo volume with seats folded: 65.2 cu.ft.
- Total passenger volume: 105.7 cu.ft.
- Headroom second-row: 41.7"
- Leg room second-row: 36.9"
- Shoulder room second-row: 55.6"
- Hip room second-row: 53.4"
- GCWR: 6,305 lbs.
- Vehicle body width: 74.3"
- Wheelbase: 105.1"
- Front track: 63.4"
- Interior rear cargo volume: 32.5 cu.ft.
- Max interior rear cargo volume: 65.2 cu.ft.
- Headroom first-row: 41.5"
- Leg room first-row: 42.4"
- Shoulder room first-row: 57.3"
- Hip room first-row: 55.2"

Powertrain

- Spark ignition system
- Engine cylinders: I-3
- Torque: 190 lb.-ft.@3000 RPM
- Auto stop-start engine
- 8-speed automatic
- Four-wheel drive
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Permanent locking hub control
- 1.5L I-3 port/direct injection, DOHC, variable valve control, intercooled turbo, engine with 181HP
- Horsepower: 181 HP@6000 RPM
- Radiator
- Terrain Management System with G.O.A.T. Modes driver selectable drivetrain mode
- Part and full-time 4WD
- Selectable Terrain Modes
- Easy Fuel capless fuel filler
- Electronic transfer case shift

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 25 mpg/30 mpg/27 mpg
- Fuel economy combined: 27 mpg
- Gasoline secondary fuel type
- Fuel economy city: 25 mpg
- Fuel economy highway: 30 mpg
- LEV3-SULEV30 emissions

Suspension and Handling

- HOSS 1.0 off-road ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Front ventilated disc brakes
- Four channel ABS brakes
- Automatic brake hold

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2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Selected Equip & Specs (cont'd)

- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Short and long arm rear suspension
- Electric power-assist steering system
- Terrain Management System with G.O.A.T. Modes driver selectable steering effort
- Hill Start Assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- 4 doors
- Monotone paint
- Black wheel well trim
- Black door handles
- Black rear bumper
- Standard style side mirrors
- Conventional left rear passenger door
- Liftgate rear cargo door
- * **P225/65RH17 AT BSW front and rear tires**
- Roof rails
- Black bodyside cladding
- Black side window trim
- Black front bumper
- Grey grille
- Black door mirrors
- Conventional right rear passenger door
- Active grille shutters
- 17 x 7-inch front and rear grey aluminum wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Intelligent Access proximity key with hands-free access and push button start
- Cruise control with steering wheel mounted controls
- Keyfob trunk control
- Power first-row windows
- Driver foot rest
- Flip-up rear windshield
- Front beverage holders
- 8 beverage holders
- Rear door bins
- Instrument panel bin
- Trip computer
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- Power tailgate/rear door lock
- Adaptive Cruise Control with Stop-and-Go
- Day/Night rearview mirror
- Full floor console
- Rear window defroster
- Yes rear windshield wipers
- Standard glove box
- Driver and passenger door bins
- Rear beverage holders
- Retained accessory power
- Over the air updates

Comfort

- Automatic climate control
- Rear under seat climate control ducts
- Rear console climate control ducts
- Cabin air filter
- Voice-activated climate control
- Cloth headliner material

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Selected Equip & Specs (cont'd)

- Full headliner coverage
- Carpet front floor mats
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel
- Full carpet floor covering
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Rear seat center armrest
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Rear seats with manual fore and aft
- Rear bench seat
- Cloth front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM/satellite
- AM radio
- SiriusXM with 360L satellite radio
- Radio data system (RDS)
- Internet radio capability
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna
- 13.2 inch primary display
- SiriusXM with 360L AM/FM/Satellite radio
- In-vehicle audio
- FM radio
- Seek scan
- SYNC 4 external memory control
- 3 month satellite trial subscription
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Redundant digital speedometer
- Driver information center
- Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 8.00
- Projector beam headlights
- Digital/analog instrumentation display
- Trip odometer
- Digital clock
- Exterior temperature display
- SmartGauge with EcoGuide ECO feedback display gauge
- Tachometer
- Inclinator
- Deep tinted windows
- LED low and high beam headlights

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2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Selected Equip & Specs (cont'd)

- Autolamp auto on/off headlight control
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Rear reading lights
- Illuminated ignition switch
- High mounted center stop light
- Fade interior courtesy lights
- Delay-off headlights
- DRL preference setting
- Speed sensitive wipers
- Front reading lights
- Variable instrument panel light
- LED daytime running lights
- LED brake lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device wireless mirroring
- 5G Modem - Ford Connectivity Package mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- Mobile app access
- 4 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Driver side knee airbag
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- Lane Centering hands-on cruise control
- BLIS (Blind Spot Information System)
- Rear Cross-Traffic Braking collision mitigation
- Driver Alert
- Level 2 - partial automation SAE Autonomy
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks
- * First aid kit
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- 7 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- FordPass Connect vehicle tracker
- Remote panic alarm
- Lane-Keeping System
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Pre-Collision Assist with Pedestrian Detection
- Evasive Steering Assist evasion assist system
- Rear mounted camera
- Rear parking sensors
- Tire mobility kit

Dimensions

General Weights

Curb weight	3,467 lbs.	GVWR	4,630 lbs.
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Selected Equip & Specs (cont'd)

Trailer Weights

Conventional capacity 2,200 lbs. GCWR 6,305 lbs.

Off Road

Min ground clearance 7.8" Max wading depth 17.7"
Approach angle 21.7 Departure angle 30.4

Exterior Measurements

Vehicle body length 172.7" Vehicle body width 74.3"
Vehicle body height 70.2" Wheelbase 105.1"
Front track 63.4" Rear track 62.8"
Vehicle turning radius 18.7'

Interior Measurements

Interior rear cargo volume 32.5 cu.ft. Max interior rear cargo volume 65.2 cu.ft.
Interior rear cargo volume with seats folded 65.2 cu.ft.

Interior Volume

Total passenger volume 105.7 cu.ft.

Headroom

Headroom first-row 41.5" Headroom second-row 41.7"

Legroom

Leg room first-row 42.4" Leg room second-row 36.9"

Shoulder Room

Shoulder room first-row 57.3" Shoulder room second-row 55.6"

Hip Room

Hip room first-row 55.2" Hip room second-row 53.4"

Powertrain

Engine

Engine 1.5L I-3 port/direct injection, DOHC, variable valve control, intercooled turbo, engine with 181HP Valves per cylinder 4
Engine cylinders I-3 Engine location Front mounted engine
Ignition Spark ignition system Engine mounting direction Transverse mounted engine
Engine block material Aluminum engine block Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 1.5L cc 91.4 cu.in.
Bore 3.31" Stroke 3.54"
Compression ratio 11.0

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Selected Equip & Specs (cont'd)

Engine Power

Horsepower 181 HP@6000 RPM Torque 190 lb.-ft.@3000 RPM

Alternator

Alternator type Regular duty alternator

Battery

Battery type Lead acid battery Battery rating 760CCA
Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator Start-stop engine Auto stop-start engine
Drivetrain selectable Terrain Management System with G.O.A.T. Modes driver selectable drivetrain mode

Transmission

Transmission 8-speed automatic Transmission electronic control Transmission electronic control
Overdrive transmission Overdrive transmission Lock-up transmission Lock-up transmission
First gear ratio 4.69 Second gear ratio 3.31
Third gear ratio 3.01 Fourth gear ratio 1.92
Fifth gear ratio 1.45 Sixth gear ratio 1
Reverse gear ratio 2.96 Seventh gear ratio 0.75
Eighth gear ratio 0.62 Selectable mode transmission Terrain Management System with G.O.A.T. Modes selectable mode transmission

Drive Type

4WD type Part and full-time 4WD Drive type Four-wheel drive

Drivetrain

Axle ratio 3.8

Exhaust

Tailpipe Stainless steel quasi-dual exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler Fuel tank capacity 16.01 gal.

Performance

Performance acceleration 8.25s Performance quarter mile time 15.95s
Performance quarter mile speed 84.7 mph Lateral acceleration (g) .8g

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Selected Equip & Specs (cont'd)

Slalom speed 58.8 mph

Drive Feature

Traction control All-speed ABS and driveline traction control Locking hub control Permanent locking hub control
Transfer case Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type Fuel economy combined 27 mpg
Fuel economy city 25 mpg Fuel economy highway 30 mpg
Fuel economy (city/highway/combined) 25 mpg/30 mpg/27 mpg Fuel economy status Previous year fuel economy status

Emissions

Emissions LEV3-SULEV30 emissions Emissions tiers Tier 3 Bin 30 emissions

Green Values

Greenhouse gas score 5.00 GG Energy Impact Score (Barrels per year) 11.0
Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 6.6

Suspension and Handling

Suspension

Suspension HOSS 1.0 off-road ride suspension Front shock absorbers Gas-pressurized front shock absorbers
Rear shock absorbers Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes Ventilated brakes Front ventilated disc brakes
ABS brakes Four channel ABS brakes Electronic parking brake Electronic parking brake
ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar Suspension ride type front Independent front suspension

Suspension type front Strut front suspension

Front Spring

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Selected Equip & Specs (cont'd)

Regular front springs	Regular front springs	Springs front	Front coil springs
<i>Rear Spring</i>			
Springs rear	Rear coil springs	Rear springs	Regular grade rear springs
<i>Rear Suspension</i>			
Rear anti-roll	Rear anti-roll bar	Suspension type rear suspension	Short and long arm rear suspension
Suspension ride type rear suspension	Independent rear suspension		
<i>Steering</i>			
Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Speed sensitive steering	Speed sensitive power steering	Driver selectable steering effort	Terrain Management System with G.O.A.T. Modes driver selectable steering effort
Steering type number of wheels	2-wheel steering system		

Exterior

<i>Front Wheels</i>			
Front wheels diameter	17"	Front wheels width	7"
<i>Rear Wheels</i>			
Rear wheels diameter	17"	Rear wheels width	7"
<i>Front And Rear Wheels</i>			
Appearance	grey	Material	aluminum
<i>Front Tires</i>			
Aspect	65	Diameter	17"
Sidewalls	BSW	Speed	H
* Tread	AT	Type	P
Width	225mm		
<i>Rear Tires</i>			
Aspect	65	Diameter	17"
Sidewalls	BSW	Speed	H
* Tread	AT	Type	P
Width	225mm		

Body Exterior

Exterior Features

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Selected Equip & Specs (cont'd)

Number of doors

4 doors

*** License plate front bracket
bracket**

Front license plate

Body

Body panels Fully galvanized steel body panels with side impact beams

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking

Fob engine controls Intelligent Access proximity key with hands-free access and push button start

Keyfob door locks Keyfob activated door locks
Auto door locks Auto-locking doors

All-in-one key All-in-one remote fob and ignition key
Tailgate control Power tailgate/rear door lock

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Adaptive cruise control Adaptive Cruise Control with Stop-and-Go

Key Fob Controls

Keyfob cargo controls Keyfob trunk control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage Covered floor console storage

Overhead Console

Overhead console Mini overhead console

Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Visor illuminated driver mirror Illuminated driver visor mirror

Visor driver expandable coverage Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Visor illuminated passenger mirror Illuminated passenger visor mirror

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Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Selected Equip & Specs (cont'd)

Visor passenger expandable coverage Passenger visor with expandable coverage

Power Outlets

12V power outlets 2 12V power outlets

Cargo Features

Cargo tie downs Cargo area tie downs Cargo light Cargo area light
Concealed cargo storage Cargo area concealed storage

Cargo Trim

Cargo floor type Carpet cargo area floor Trunk lid trim Plastic trunk lid trim

Pedals

Driver foot rest Driver foot rest

Rear Windshield

Rear window defroster Rear window defroster Rear windshield Flip-up rear windshield
Rear windshield wipers Yes rear windshield wipers

Storage

Door bins front Driver and passenger door bins Door bins rear Rear door bins
Number of beverage holders 8 beverage holders Beverage holders Front beverage holders
Beverage holders rear Rear beverage holders Glove box Standard glove box
Instrument panel storage Instrument panel bin

Windows Feature

One-touch down window Driver one-touch down window

Windows Rear Side

Second-row windows Power second-row windows Third-row windows Fixed third-row windows

Miscellaneous

Trip computer Trip computer PRND in IP PRND in IP
Accessory power Retained accessory power Over the air updates Over the air updates

Comfort

Climate Control

Climate control Automatic climate control Cabin air filter Cabin air filter
Voice activated climate control Voice-activated climate control Rear under seat ductsRear under seat climate control ducts
Rear console climate control ducts Rear console climate control ducts

Headliner

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 for: Brandon Thornton



City of Bartlett

Prepared by: CRAIG BATON

12/18/2025

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Selected Equip & Specs (cont'd)

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
<i>Door Trim</i>			
Door panel insert	Metal-look door panel insert		
<i>Floor Trim</i>			
Floor covering	Full carpet floor covering	Floor coverage	Full floor coverage
Floor mats	Carpet front floor mats		
<i>Second-Row Seat Trim</i>			
Rear seat upholstery	Cloth rear seat upholstery	Rear seatback upholstery upholstery	Carpet rear seatback upholstery
<i>Steering Wheel</i>			
Steering wheel material	Urethane steering wheel	Steering wheel telescopic wheel	Manual telescopic steering wheel
Steering wheel tilt	Manual tilting steering wheel		

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction controls	Driver seat with 6-way directional controls	Height adjustable driver seat adjustable driver seat	Manual height adjustable driver seat
Driver seat fore/aft control	Manual driver seat fore/aft control	Passenger seat direction control	Front passenger seat with 4-way directional controls
Split front seats	Bucket front seats	Reclining passenger seat	Manual reclining passenger seat
Passenger seat fore/aft control	Manual passenger seat fore/aft control	Front head restraints	Height adjustable front seat head restraints
Front head restraint control	Manual front seat head restraint control	Armrests front center	Front seat center armrest
Reclining driver seat	Manual reclining driver seat		

Rear Seats

Bench seats	Rear bench seat	Rear seats fixed or removable	Fixed rear seats
Folding second-row seats	60-40 folding rear seats	Reclining second-row rear seats	Manual reclining rear seats
Rear seat direction	Front facing rear seat	Rear seat folding position	Fold forward rear seatback
Fore and aft seat	Rear seats with manual fore and aft	Rear head restraints	Height adjustable rear seat head restraints
Rear head restraint control	Manual rear seat head restraint control	Number of rear head restraints	3 rear seat head restraints
Armrests rear	Rear seat center armrest		

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2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Selected Equip & Specs (cont'd)

Front Seat Trim

Front seat upholstery	Cloth front seat upholstery	Front seatback upholstery	Cloth front seatback upholstery
-----------------------	-----------------------------	---------------------------	---------------------------------

Interior Accents

Interior accents	Metal-look interior accents
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Entertainment Features

Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row displays	2 total number of 1st row displays
Primary display size	13.2 inch primary display		

Radio Features

External memory	SYNC 4 external memory control	Seek scan	Seek scan
RDS	Radio data system (RDS)	Internet radio capability	Internet radio capability

Speakers

Speakers	Standard grade speakers	Speakers number	6
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Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls	Wireless streaming	Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert	Metal-look instrument panel insert
--------------	------------------------------------

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Digital/analog instrumentation display
Configurable instrumentation gauges	Configurable instrumentation gauges		

Instrumentation Displays

Speedometer	Redundant digital speedometer	Temperature display	Exterior temperature display
Driver information center	Driver information center	Clock	Digital clock
Compass	Compass	Eco feedback	SmartGauge with EcoGuide ECO feedback display gauge

Instrumentation Gauges

Tachometer	Tachometer	Inclinometer	Inclinometer
------------	------------	--------------	--------------

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Prepared for: Brandon Thornton



City of Bartlett

Prepared by: CRAIG BATON

12/18/2025

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2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Selected Equip & Specs (cont'd)

Engine/electric motor temperature gauge	Engine/electric motor temperature gauge	Gauge cluster display size (inches)	8.00
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Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low washer fluid warning	Low washer fluid warning
Low brake fluid warning	Low brake fluid warning	Battery charge warning	Battery charge warning
Headlights on reminder	Headlights on reminder	Key in vehicle warning	Key in vehicle warning
Bulb warning	Bulb failure warning	Door ajar warning	Door ajar warning
Trunk warning	Rear cargo ajar warning	Service interval warning	Intelligent Oil-Life Monitor service interval indicator
Low tire pressure warning	Tire specific low air pressure warning	Transmission fluid temperature warning	Transmission fluid temp warning

Glass

Tinted windows	Deep tinted windows
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Headlights

Headlights	LED low and high beam headlights	Headlight type	Projector beam headlights
Auto headlights	Autolamp auto on/off headlight control	Delay off headlights	Delay-off headlights
Auto high-beam headlights	Auto High Beam auto high-beam headlights	DRL preference setting	DRL preference setting

Front Windshield

Wipers	Variable intermittent front windshield wipers	Speed sensitive wipers	Speed sensitive wipers
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Interior Lighting

Illuminated entry	Illuminated entry	Illuminated ignition switch	Illuminated ignition switch
Variable panel light	Variable instrument panel light	Front reading lights	Front reading lights
Rear reading lights	Rear reading lights		

Lights

Running lights	LED daytime running lights	Interior courtesy lights	Fade interior courtesy lights
LED brake lights	LED brake lights	High mount stop light	High mounted center stop light

Technology and Telematics

Connectivity

Handsfree connectivity	Bluetooth handsfree wireless device	Smart device integration	Apple CarPlay/Android Auto smart device wireless mirroring
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device			

Internet Access

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 for: Brandon Thornton

City of Bartlett

Prepared by: CRAIG BATON

12/18/2025

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709



2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Selected Equip & Specs (cont'd)

Parking Sensors

Parking sensors

Rear parking sensors

Occupant Safety

Child door locks

Manual rear child safety door locks

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.

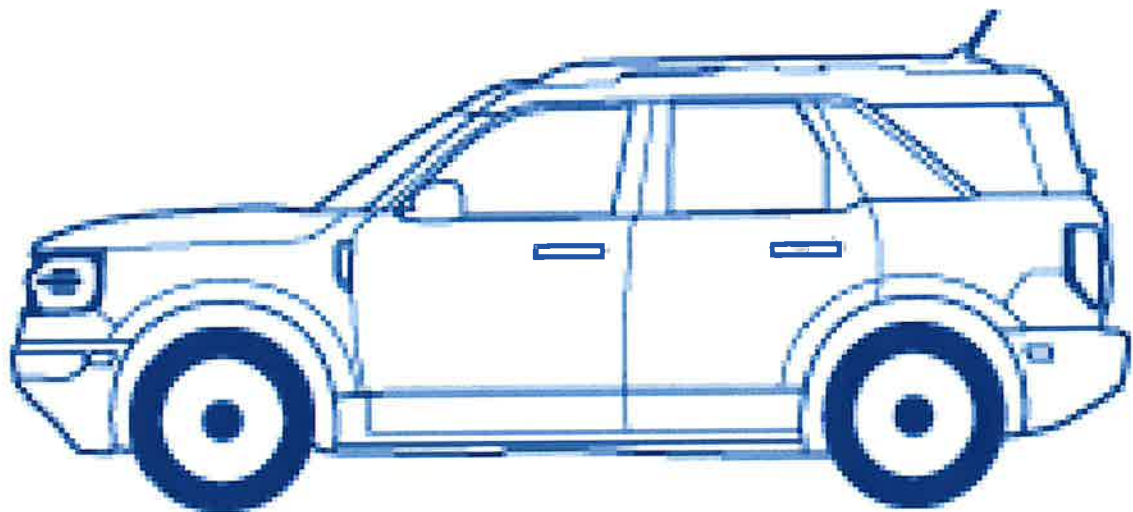


2026 Bronco Sport 4dr 4x4 Big Bend (R9B)

Price Level: 615 | Quote ID: Bartlett3

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

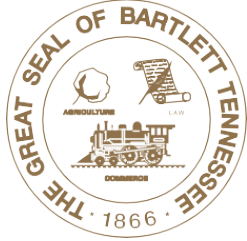
GVWR 4,630 lbs

GVW **Totals**

1 Payload - (Added Equipment)	0 lbs
Occupants Weight	750 lbs
Curb Weight (as configured)	3,467 lbs
TOTAL	4,217 lbs

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
February 10, 2026**

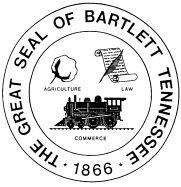


Item Memo

Consent Summary:

Formal Body:

Attachments:
Dec25FinRprt

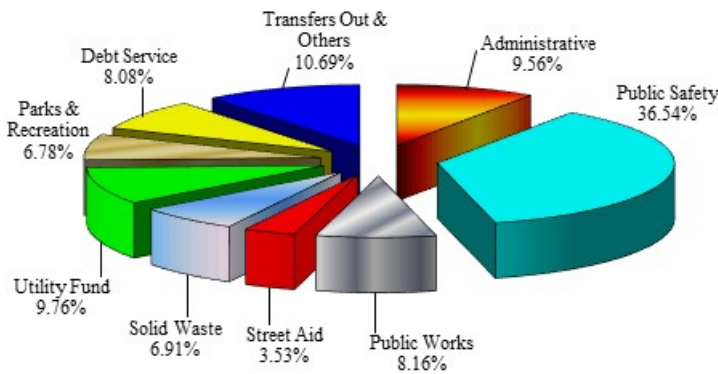


FINANCIAL REPORT

December 31, 2025

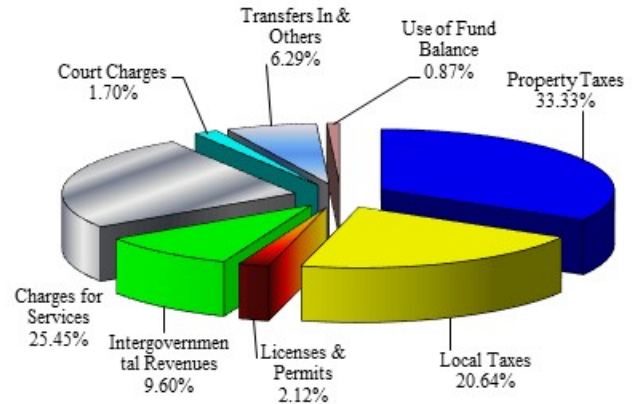
Total Expenditures, FY 2026 Budget: \$111,624,243

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 December 31, 2025

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 9,237,162	\$ 4,580,016
Public Safety	39,915,789	20,183,287
Public Works	8,032,820	3,698,303
Parks and Recreation	6,432,137	3,199,760
Performing Arts	947,427	502,350
Transfers & Other Gen. Fund Items	7,607,940	6,788,019
Subtotal	\$ 72,173,275	\$ 38,951,734
General Fund Revenues		
Property Taxes	\$ 36,900,000	\$ 21,773,295
Local Taxes	17,954,000	6,004,956
Building and Development Fees	2,347,500	1,003,740
Intergovernmental	8,586,000	2,820,013
Charges for Services	3,578,775	1,697,204
Court Charges	1,607,000	1,258,324
Other Revenue	1,200,000	495,295
Subtotal	\$ 72,173,275	\$ 35,052,828
Special Rev. Funds - Expenditures	\$ 16,404,298	\$ 6,855,349
Special Rev. Funds - Revenues	\$ 16,404,298	\$ 9,267,009
Utility Expenses	\$ 14,534,336	\$ 8,103,190
Utility Revenues	\$ 14,534,336	\$ 6,965,837
Debt Service Expenditures	\$ 8,512,334	\$ 6,538,127
Debt Service Revenues	\$ 8,512,334	\$ 5,113,798
Total Expenditures	\$ 111,624,243	\$ 60,448,401
Total Revenues	\$ 111,624,243	\$ 56,399,473

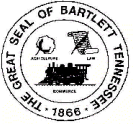
BUDGET HIGHLIGHTS

- June 30, 2025 year-to-date actual is audited.
- Information in this report is preliminary Fiscal Year 2025 year-end.
- Delinquent 2024 property taxes were submitted to the Trustee for collection.
- General Fund Revenues and Expenditures are within budget.

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 December 31, 2025



	FY 2026			Increase/ Decrease in \$	Year-to-Date			Percent of FY 2025 Actual	FY 2026		Increase/ Decrease in %
	FY 2025 Audited	Actual	Adopted Budget		Actual FY 2025	Actual FY 2026	Decrease in \$		Percent of FY 2026 Budget		
General Fund Expenditures											
Administrative	\$ 9,015,992	\$ 9,237,162	\$ 221,170	\$ 4,391,458	\$ 4,580,016	\$ 188,558	48.71%	49.58%	0.88%		
Public Safety	36,146,969	39,915,789	3,768,820	18,537,977	20,183,287	1,645,310	51.29%	50.56%	-0.72%		
Public Works	7,328,791	8,032,820	704,029	3,723,201	3,698,303	(24,898)	50.80%	46.04%	-4.76%		
Parks and Recreation	6,152,994	6,432,137	279,143	3,264,615	3,199,760	(64,855)	53.06%	49.75%	-3.31%		
Performing Arts	897,534	947,427	49,893	479,374	502,350	22,976	53.41%	53.02%	-0.39%		
Transfers & Other Gen. Fund Items	5,032,296	7,607,940	2,575,645	4,931,019	6,788,019	1,857,000	97.99%	89.22%	-8.76%		
Total General Fund Expenditures	\$ 64,574,575	\$ 72,173,275	\$ 7,598,700	\$ 35,327,644	\$ 38,951,734	\$ 3,624,091	54.71%	53.97%	-0.74%		
General Fund Revenues											
Property Taxes	\$ 30,109,599	\$ 36,900,000	\$ 6,790,401	\$ 17,283,473	\$ 21,773,295	\$ 4,489,822	57.40%	59.01%	1.60%		
Local Taxes	17,321,673	17,954,000	632,327	6,086,657	6,004,956	(81,701)	35.14%	33.45%	-1.69%		
Building and Development Fees	2,244,221	2,347,500	103,279	1,012,734	1,003,740	(8,994)	45.13%	42.76%	-2.37%		
Intergovernmental	8,496,867	8,586,000	89,133	2,698,949	2,820,013	121,064	31.76%	32.84%	1.08%		
Charges for Services	3,737,759	3,578,775	(158,984)	1,720,698	1,697,204	(23,494)	46.04%	47.42%	1.39%		
Court Charges	1,780,092	1,607,000	(173,092)	838,138	1,258,324	420,186	47.08%	78.30%	31.22%		
Other Revenue	1,596,381	1,200,000	(396,381)	646,358	495,295	(151,063)	40.49%	41.27%	0.79%		
Total General Fund Revenues	\$ 65,286,592	\$ 72,173,275	\$ 6,886,683	\$ 30,287,009	\$ 35,052,828	\$ 4,765,819	46.39%	48.57%	2.18%		
Special Revenue Funds											
Street Aid Fund	\$ 3,350,662	\$ 4,670,000	\$ 1,319,338	\$ 1,288,676	\$ 1,263,165	\$ (25,512)	38.46%	27.05%	-11.41%		
Solid Waste Fund	7,413,509	8,222,552	809,043	3,680,031	4,232,872	552,842	49.64%	51.48%	1.84%		
General Improvement Fund	837,079	1,346,900	509,821	378,333	541,047	162,714	45.20%	40.17%	-5.03%		
Drug Enforcement Fund	193,007	435,500	242,493	113,706	113,766	60	58.91%	26.12%	-32.79%		
DEA Enforcement Fund	44,165	100,800	56,635	25,261	6,834	(18,427)	57.20%	6.78%	-50.42%		
Drainage Control Fund	781,382	1,503,546	722,164	578,333	607,504	29,171	74.01%	40.40%	-33.61%		
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)	16,130	0	(16,130)	0.00%	0.00%	0.00%		
Grant Funds	1,882,459	0	(1,882,459)	168,047	(21,298)	(189,345)	8.93%	0.00%	-8.93%		
Special Revenue Funds - Expenditures	\$ 14,536,953	\$ 16,404,298	\$ 1,867,345	\$ 6,248,517	\$ 6,855,349	\$ 606,832	42.98%	41.79%	-1.19%		
Special Revenue Funds - Revenues	\$ 18,795,259	\$ 16,404,298	\$ (2,390,962)	\$ 9,495,649	\$ 9,267,009	\$ (228,639)	50.52%	56.49%	5.97%		
Utility Fund											
Total Utility Operations	\$ 13,244,671	\$ 13,901,584	\$ 656,913	\$ 7,330,372	\$ 7,605,886	\$ 275,514	55.35%	54.71%	-0.63%		
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	\$ 13,740,750	\$ 14,534,336	\$ 793,586	\$ 7,705,223	\$ 8,103,190	\$ 397,967	56.08%	55.75%	-0.32%		
Total Utility Revenues	\$ 14,976,039	\$ 14,534,336	\$ (441,703)	\$ 6,783,482	\$ 6,965,837	\$ 182,355	45.30%	47.93%	2.63%		
Debt Service Fund											
Total Debt Service Expenditures	\$ 8,533,195	\$ 8,512,334	\$ (20,861)	\$ 6,856,991	\$ 6,538,127	\$ (318,864)	80.36%	76.81%	-3.55%		
Total Debt Service Revenues	\$ 8,433,536	\$ 8,512,334	\$ 78,798	\$ 5,136,734	\$ 5,113,798	\$ (22,936)	60.91%	60.08%	-0.83%		
Total Expenditures	\$ 101,385,473	\$ 111,624,243	\$ 10,238,770	\$ 56,138,375	\$ 60,448,401	\$ 4,310,026	55.37%	54.15%	-1.22%		
Total Revenues	\$ 107,491,427	\$ 111,624,243	\$ 4,132,816	\$ 51,702,874	\$ 56,399,473	\$ 4,696,599	48.10%	50.53%	2.43%		

Board of Mayor and Aldermen
February 10, 2026



Item Memo

Consent Summary:

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

Formal Body:

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

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

Department	Year	Make/Model	Color	Vehicle ID#
Public Works	2008	Ford F-150	White	1FTRX12W38FA18608
Public Works	2007	Ford F-150	White	1FTRF12W77KB40431
Police	2005	Honda Pilot	Silver	5FNYP185X5B047696
Police	2005	Suzuki M50BK5	Black	JS1VS56A352103884
Police	2008	Mercury Milan	Tan/Gray	3MEHM08Z38R623391
Police	2010	Nissan Maxima	Black	1N4AA5AP1AC822984

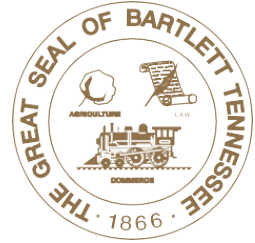
It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

Thank you for your consideration of the above item.

Attachments:

None

Board of Mayor and Aldermen
February 10, 2026



Item Memo

Consent Summary:

Pursuant to Section 2.03 of the Inter-Jurisdictional Agreement (IJA) between the City of Lakeland and the City of Bartlett, resolution 12-25 adopted April 8, 2025, Bartlett agreed to “participate, on a proportional basis, in cost sharing in any capital project determined necessary... to rehabilitate, enlarge, or upgrade that portion of Lakeland’s WCTS and WWTP used to convey and treat wastewater generated from Bartlett.”

On June 5, 2025, the City of Lakeland tentatively approved Resolution R-66-2025, an agreement with Grinder, Taber & Grinder, Inc. for the Oliver Creek Sanitary Sewer Interceptor Contract C Project. This project was tentatively approved in the amount of One Million Nine Hundred Fifty-One Thousand Four Hundred Eighty-Eight Dollars (\$1,951,488.00) for the Oliver Creek Sanitary Sewer Interceptor Contract C project contingent on Approval from the Tennessee Department of Environment & Conservation, which has since been approved. An additional Two Hundred Thousand Dollars (\$200,000.00) for a construction contingency fund to be used to pay for items that may arise outside of the unit bid prices and for unforeseen work to a total fixed cost amount of Two Million One Hundred Fifty-One Thousand Four Hundred Eighty-Eight Dollars (\$2,151,488.00).

Additionally, on January 16, 2025, the City of Lakeland approved Resolution R-15-2025, a professional services agreement with Bucharth Horn, Inc. for CEI related to the Oliver Creek Sanitary Sewer Interceptor Project. This project was approved in the amount of Four Hundred Twenty Thousand Two Hundred Dollars (\$420,200) for the Oliver Creek Sanitary Sewer Interceptor Project.

The total for these two agreements is Two Million Five Hundred Seventy-One Thousand Six Hundred Eighty-Eight Dollars (\$2,571,688.00).

Based on flow monitoring data, the City of Bartlett’s proportional percentage of this contract is Seven percent (7%), which amounts to One Hundred Eighty Thousand Eight Hundred Forty Dollars (\$180,840.00) for the Oliver Creek Sanitary Sewer Interceptor Contract C Project.

Funds are available in Account 312.48312.809.

Formal Body:

Attachments:

Lakeland and BH Oliver Creek Agreement, R-15-2025 Oliver Creek CEI Buchart Horn,
R-66-2025 Oliver Creek Interceptor Agreement, Agreement with Grinder Taber Grinder
for Oliver Creek C, FINAL IJA Lakeland & Bartlett 4.30.25

January 13, 2025

Emily Harrell, PE, CPESC, City Engineer
 City of Lakeland
 10001 US Highway 70
 Lakeland, TN 38002-9756

**RE: City of Lakeland Oliver Creek Interceptor Project
 Proposal for Construction Engineering and Inspection Services**

Dear Ms. Harrell,

Buchart Horn is pleased to submit this proposal and contract to the City of Lakeland to perform Construction Engineering and Inspection (CEI) services for the Oliver Creek Interceptor project. The complete Oliver Creek Interceptor project consists of three construction contracts for which services will be provided:

- Contract A – Gravity Sewer
- Contract B – Sanitary Sewer Forcemain
- Contract C – Sanitary Sewer Pumping Stations and Vortex Tower

This letter provides our fee for CEI services for **Contract C** and an estimate of fees for Contracts A and B. The fee for Contracts A and B will be finalized and resubmitted to the City for review once project funding through the state revolving loan fund (SRF) program is approved.

The engineering contract is enclosed with this letter. The description of services to be performed is provided as Attachment A to the agreement. The TDEC required certifications are also enclosed.

BH will perform the stated services for a lump sum fee of \$233,700.00 for constructability reviews and construction administrative services and a cost not to exceed fee of \$186,500.00 for inspection services. The anticipated breakdown of this fee is as follows:

Prebid and Bid Phase services (includes a desktop constructability review of three listed contracts (**))	\$ 41,700
Construction Administration Services (***)	\$ 181,300
Close out Services	\$ 10,700
Construction Inspection services: 1,240 hours at \$112.00 per hour 180 overtime hours at \$168.00 per hour Travel Expenses \$17,380	\$ 186,500
TOTAL	\$ 420,200

**This budget includes subconsultant fees from Fisher Arnold who will perform constructability reviews of Contract A and B.

*** This budget includes subconsultant fees from UES, Inc. for geotechnical consultation

BH will invoice monthly as described in the included Agreement.

Work will be completed within 12 weeks of construction contract substantial completion. Substantial completion for Contract C has been established as 365 days following Notice to Proceed to the Contractor.

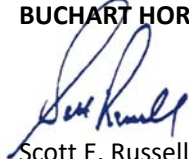
BH has also provided for your use the following budgetary estimate for CEI services related to Contracts A and B. This budget assumes that these contracts will run concurrently and is based on a contract duration of 540 days for Contract A and 400 days for Contract B.

Construction Administration and Close out Services (Contracts A and B)	\$ 584,000
Construction Inspection Services (Contracts A and B)	\$ 765,000
EPSC Inspection Services (Contract A)	\$ 148,000
TOTAL	\$ 1,497,000

It is respectfully requested that the City indicate their concurrence and acceptance of this proposal by signing the enclosed agreement and returning an original copy to the attention of the proposed project manager, Diane Vesely, P.E. Receipt of this executed agreement will be considered our Notice to Proceed.

We are grateful for this opportunity to continue to service the City. Should you have any questions, please contact me at 814-574-4518 or Diane at 901-619-6177.

Sincerely
BUCHART HORN, INC.



Scott E. Russell, P.E.
Senior Vice President, Water Resources

Enclosures

AGREEMENT

(For Limited Professional Services)

1. AGREEMENT

This agreement dated January 16, 2025, is made between the City of Lakeland, TN, the OWNER, and Buchart-Horn, Inc., the ENGINEER. Under this agreement, the ENGINEER will provide the services and documents set forth below in accordance with the terms of this agreement, and the OWNER will pay the ENGINEER as set forth below. This agreement is intended to benefit only the OWNER and the ENGINEER, and no other party has any right to claim any duty of either the OWNER or the ENGINEER under this agreement. OWNER shall be responsible for all requirements and instructions that it furnishes to ENGINEER pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. The rights and responsibilities between the parties for this project are as set forth in this agreement.

2. THE PROJECT

A. Project Description

This project shall be known as Construction Engineering and Inspection Services for Oliver Creek Interceptor Project and, in general involves providing construction administration and inspection services for three construction projects comprising the Oliver Creek Interceptor Project. The three projects are known as Contract A, B, and C and are further described in Attachment A, Statement of Work.

B. Engineer's Services and Deliverables

Under this agreement, the ENGINEER will perform construction administration and inspection services as stated in Attachment A.

C. Period of Performance

Barring matters beyond the control of the Engineer, the Engineer's services will be completed within twelve (12) weeks following the substantial completion date of the final of the three construction contracts. If OWNER authorizes changes in the scope, extent, or character of the Project or ENGINEER'S services, then the time for completion of ENGINEER'S services, and the rates and amounts of ENGINEER'S compensation, shall be adjusted equitably.

Receipt of the executed agreement shall constitute notice to proceed from the OWNER.

D. Compensation

In exchange for the performance of the Engineer's services for Contract C, the OWNER will pay the ENGINEER a lump sum amount of \$ 233,700.00 for administrative services and a cost not to exceed of \$186,500 based on an hourly rate of \$112.00 per hour plus direct expenses. Overtime hours will be invoiced at a rate of 1.5 times the listed hourly rate.

Invoices shall be submitted monthly by the ENGINEER to the OWNER in the ENGINEER'S standard invoice format.

Payments are to be made to the ENGINEER by the OWNER within 60 days of the date of invoice. If OWNER fails to make payment within 30 days ENGINEER may, after giving written notice to OWNER (including email), suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against ENGINEER for any such suspension. Interest shall be charged at the rate of 1% per month of the unpaid balance outstanding more than 60 days.

3. CONDITIONS OF THE CONTRACT

A. Termination

This agreement may be terminated by either party upon substantial breach (other than lack of payment as described in 2D) by the other party, for convenience, or if the project is abandoned by the OWNER. Termination by either party shall require 14 days advance written notice. If this contract is terminated by either party, the OWNER agrees to pay the ENGINEER for all work completed up to the date of termination. If the contract is a lump sum contract, payment to the ENGINEER will be based on the ENGINEER'S estimate of the percentage of the project completed at the time of termination.

B. Reuse of Documents

All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein. The OWNER acknowledges that it is not authorized to use any documents provided by the ENGINEER on this project for any other project without the specific written agreement of the ENGINEER and in compliance with any terms required by the ENGINEER in that agreement.

If this contract is terminated by either party prior to completion, the ENGINEER will supply its instruments of service on this project to the OWNER only upon supplemental written agreement in a form satisfactory to the ENGINEER.

C. Assignment – Not Applicable

D. Standard of Care

The ENGINEER agrees to perform all of its services hereunder in accordance with reasonable engineering standards. The ENGINEER makes no warranties nor guarantees other than to comply with the reasonable standard of care for professional engineers.

E. Hazardous Materials

The ENGINEER on this project has no duty or responsibility to determine the existence, location, quality, type, or composition of any hazardous materials that may exist at the site of the services. The OWNER acknowledges that to the best of its knowledge, information, and belief, there exist no hazardous materials at the site. The discovery of the existence of any hazardous materials at the site that would in any way affect either the performance of this contract by the ENGINEER, or the terms of any construction documents to be prepared by the ENGINEER under this agreement, shall constitute a change in circumstances pursuant to which the ENGINEER may be entitled to additional compensation as shall be negotiated upon the occurrence of such an event.

F. Waiver of Subrogation

The OWNER, on behalf of its insurance carriers, hereby waives any right to subrogation against the ENGINEER, the ENGINEER'S agents, servants, employees, or subcontractors for any losses incurred by OWNER which are covered by any policy of insurance.

G. Claims and Indemnification

(1) The ENGINEER agrees to indemnify the OWNER for any losses or damages incurred by the OWNER as a result of professional negligence in the performance of the Engineer's duties under this agreement. This duty to indemnify shall be binding only upon a finding by a Court of competent jurisdiction that the losses claimed are caused solely and proximately by the professional negligence of the Engineer. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party, shall not exceed the percentage share that the party's negligence bears to the total negligence.

(2) In the event of any claims made against the OWNER in which it is alleged that a contractor or another person not a party to this agreement suffered loss as a result of any failure

by the ENGINEER to comply with any of the terms or standards set forth herein, the ENGINEER agrees to cooperate with and assist the OWNER in responding to such claims. Such assistance shall be provided at the then applicable Standard Hourly Rate Schedule for professional services.

(3) Limit of Indemnity: The limit of liability of the ENGINEER for indemnification hereunder shall be the amount of compensation set forth above for this project. If any claim for indemnification hereunder exceeds that amount, the OWNER agrees to accept, as full satisfaction thereof, a sum equal to the compensation for this project set forth above.

H. Opinions of Cost

As part of its services under this agreement, the ENGINEER may be requested by the OWNER to give opinions of the cost of construction of a project. The OWNER understands and acknowledges that such opinions are based on the ENGINEER'S best estimate and are not guarantees. The ENGINEER will not be held responsible by the OWNER for any costs or losses associated with construction costs different from any estimate of the ENGINEER.

I. Controlling Law

This agreement is executed by the parties with the intent to be bound by its terms. The law of Tennessee will be controlling.

J. Disputes

The parties agree to make every effort to amicably resolve any disputes by mediation. OWNER and ENGINEER agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

K. Access to Records

The Engineer agrees to provide the City of Lakeland, Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Engineer agrees to provide the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

L. Compliance with Federal Law, Regulations and Executive Orders

"This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives."

This agreement constitutes the entire agreement between parties and both parties acknowledge that neither has made any promises to the other outside of this agreement.

IN WITNESS of the above, and intending to be bound hereby, the parties do hereby execute this agreement as of the date set forth above.

OWNER:

ENGINEER:

Name:

Buchart-Horn, Inc.

By:

By:

Attest:

Attest:

Date:

Date:

OWNER: The City of Lakeland
ENGINEER: Buchart Horn, Inc.

ATTACHMENT A
STATEMENT OF WORK
Construction Engineering and Inspection Services
for Oliver Creek Interceptor Project
Contracts A, B, and C
1/12/2025

I. BACKGROUND

The City of Lakeland has completed design services and prepared construction documents for the Oliver Creek Sanitary Sewer Interceptor project which will reroute wastewater currently flowing to City of Memphis to the City of Lakeland Scotts Creek Wastewater Treatment Plant (WWTP). The City is utilizing American Rescue Plan (ARP) and State Revolving Loan (SRF) funds for the construction of the Project. Due to the different funding sources, the City will bid the construction in three separate contracts as follows:

Contract A involves the construction of 14,800 LF of 36" diameter and 1,600 LF of 24" diameter gravity sewer extending from a newly installed vortex flow insert tower (under Contract C) and traveling north along Oliver Creek and then east, on the south side of the CSX ROW, connecting to the City of Lakeland existing sanitary sewer at MH P-3 south of the Scott's Creek WWTP. The gravity construction includes twelve 12 stream crossings (including 3 across Oliver Creek and 1 across Scott's Creek); 14 wet weather conveyance crossings; 8 wetlands crossings; 2 pond crossings; and 5 other bored crossings including Texas Gas crossing. Contract A has a duration of 540 days and will be financed with State Revolving Loan Fund (SRF) monies. A tentative start date is October 2025. (Preliminary construction estimate by others: \$22,236,000)

Contract B involves the construction of approximately 2,600 LF 12" diameter and 16,600 LF of sewage forcemain extending from two newly installed pumping stations (under Contract C) to the new installed vortex flow insert tower (under Contract C). This forcemain construction includes 7 stream crossings (including 2 across Fletcher Creek); 6 wet weather conveyance crossings; 9 wetland crossings; and 3 other bored crossings including Interstate I-40. Contract B has a duration of 400 days and will be financed with State Revolving Loan Fund (SRF) monies. A tentative start date is October 2025. (Preliminary construction estimate by others \$5,896,000)

Contract C involves the construction of 2 new pumping stations (Fletcher Creek P.S., 850 gpm and Fletcher Trace P.S., 550 gpm), both located just north of Highway 64 and a vortex flow insert tower located on a hill in an open area east of the properties on Swan Hill Drive and south of Laural Hill Drive. This contract is anticipated to run while the Canada Road extension project is underway. Contract C has a duration of 365 days and will be funded with American Resue Plan (ARP) grant monies. A tentative start date is April 2025. (Preliminary construction estimate by others \$2,050,000)

Buchart Horn (BH) will provide full time resident inspection services along with construction administration, startup, and close out services for all three contracts. BH will also perform a brief constructability review of each contract before it is advertised for Bid. It is intended for construction administrative duties to commence with issuance of the Notice of Intent to Award a construction contract to the construction contractor. The design engineer, Allen and Hoshall, Inc., will perform bid phase services for all three contracts inclusive of performing the Pre-bid meeting, addenda, and review of bidder proposal documents and make a recommendation to the Owner. Allen and Hoshall will perform limited shop drawing review and respond to technical questions.

Because the SRF loan documents are still in process this initial agreement includes the costs for the performance of work associated with Contract C only. Tentative budgets for Contracts A and B are included with this agreement, however, these budgets are currently not authorized. The Contract A and B budgets will be finalized and authorized once the OWNER has an established schedule for the two contracts.

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Construction Engineering and Inspection Services
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Contracts A, B, and C
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II. SCOPE OF SERVICES

The following scope of work applies to all three construction contracts. Items that are applicable to a particular contract are noted.

A. Pre-bid Phase

The ENGINEER will perform a desktop constructability review of the construction documents. The City will furnish these construction documents that will include sealed plans and specifications, copies of permits, geotechnical reports, and any other information pertinent to the project. This desktop review will be performed by our engineering and construction management team and will comment on general constructability and any specific comments or recommendations where a change in the documents might be required. The work will include a drive through of accessible portions of project. A letter report summarizing the findings for Contract C will be prepared and submitted to the OWNER on or before 01/31/2025 or 4 weeks after execution of the agreement, whichever is later. Contracts A and B constructability reviews will be accomplished on or before 02/18/2025 or 4 weeks after receipt of the construction documents for both contracts, whichever is later.

Constructability comments will be provided to the OWNER to review with the Allen and Hoshall, Inc. (DESIGN ENGINEER) to address prior to advertising the project for bid.

The ENGINEER will participate in one meeting (per contract) with the OWNER and DESIGN ENGINEER to go over the comments.

B. Bid phase

Bid phase services will be performed by the OWNER and other entities as appropriate.

The OWNER will receive bids and select the responsive Bidder for contract award.

The ENGINEER will attend the bid phase meeting.

C. Conformed Documents & Award Phase

The ENGINEER, when directed by OWNER, will prepare correspondence for the Owner's approval and distribute Notice of Intent to Award and Notice of Award letters to the selected bidder.

The OWNER will receive the selected Bidder's contract paperwork including bonds and insurance and assemble the Contract package. The Design Engineer will receive the executed contract documents from OWNER and assemble conformed documents consisting of construction contract, drawings, specifications, and addenda. The OWNER or Design Engineer will distribute the conformed documents to the CONTRACTOR (including hard copies) and to the ENGINEER. The ENGINEER will receive a PDF version of the Conformed Documents plus a copy of the Construction plans in AutoCAD.

The ENGINEER, when directed by OWNER, will prepare correspondence for the Owner's approval and distribute the Notice to Proceed letter to the Contractor.

D. Construction Phase Including Close-Out

The ENGINEER will provide a competent Project Engineer, and such assistants as may be required to

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Construction Engineering and Inspection Services
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Contracts A, B, and C
1/12/2025

administer the construction contracts. The ENGINEER will also furnish Resident Project Representative Services.

The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work except as may be expressly indicated in the conformed documents assembled by the ENGINEER.

1. Duties of the ENGINEER

- a. Schedule, attend and conduct the Pre-Construction Conference and distribute minutes. The CONTRACTOR will invite affected parties including utilities and permit issuers to attend the meeting. The OWNER will schedule meeting participants of the OWNER and will address contractual issues at the meeting.
- b. The ENGINEER shall conduct monthly progress meetings during construction and prepare and distribute the meeting agenda and summary. A total of 10 progress meetings (Contract C) and 28 progress meetings (Contract A and B combined) are anticipated. A site walk through will be conducted after each meeting.
- c. ENGINEER shall conduct up to a maximum of 4 additional visits (Contract C) | 8 additional visits each (Contracts A and B combined) to the site at intervals appropriate to various stages of construction to observe progress and quality of the executed work. These site visits will be conducted in tandem with monthly progress meetings.
- d. Review and respond to CONTRACTOR Requests for Information (RFI). The ENGINEER'S fee assumes a maximum of 8 RFIs (Contract C) and 15 RFIs (Contracts A and B combined).
- e. Perform shop drawing, product, work plan, and operation and maintenance manual submittal reviews. The CONTRACTOR will be required to submit product data and shop drawings in specified groupings. Submittals that are not properly grouped or do not meet the otherwise stated requirements for submission will not be reviewed. The ENGINEER'S fee assumes that no more than 2 reviews will be required.
- f. Prepare necessary documentation required for Construction Change Orders. The ENGINEER'S fee assumes a maximum of 8 change orders (Contract C) | 12 change orders (Contracts A and B combined) including the final project change order per contract. The ENGINEER will submit fully executed change orders to the appropriate grant office for review and approval.
- g. Coordinate the removal and replacement of unsuitable material as recommended by the Contractor's third-party testing firm by construction directive up to the construction budget allocated for this work. Should the Construction Budget for unsuitable materials be exceeded, additional work will be coordinated as a contract change order.
- h. Review tests of materials necessary for the project.
 - 1) Monitor the testing and documentation of testing provided by the CONTRACTOR in the field as defined in the Contract, Plans or Specifications.
 - 2) Monitor the testing and documentation of 3rd party testing as defined in the Contract

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specifications to include, but not limited to, gradation analysis and density testing of earthwork, base stone, asphalt, structural backfill, and pipe backfill.

- 3) Review certifications of material submitted by the CONTRACTOR for conformity to the Specifications.
- i. Maintain a geotechnical engineer on staff to advise and consult related to earthwork activities including recommendations for unsuitable soils. (See Subconsultant Geotechnology SOW and budget)
- j. CONTRACT A ONLY: The OWNER'S DESIGN ENGINEER has determined that a construction general permit is required. The ENGINEER will perform Erosion Protection and Sediment Control (EPSC) inspections twice every calendar week. The Resident Project Inspector will not serve as the EPSC inspector. The inspections will be at least 72 hours apart in accordance with the Project Stormwater Pollution Prevention Plan (SWPPP). The inspections will be conducted for the duration of construction and until approved Notice of Termination (NOT) from TDEC. Signed inspection reports will be submitted to the OWNER within 24 hours of completion of the inspection. The OWNER will sign the reports as the primary permittee and provide signed copy of report to Contractor for action and to retain on site. (The ENGINEER may act as the as the permittee's representative if requested by the OWNER.)
 - 1) Communicate with TDEC any changes as appropriate
 - 2) Prepare and submit the Notice of Termination form, after the site is restored.
- k. Review CONTRACTOR'S compliance with project permits that have been secured by the OWNER. Confirm CONTRACTOR has coordinated submittals and notifications with each permitting entity prior to commencing project permitted activities.
- l. Receive ARP or SRF compliance documentation from the Contractor and furnish to the OWNER for submission to ARP / SRF during construction and for project closeout.
- m. Payment Requisitions: Review and submit to the OWNER the CONTRACTOR's monthly application for payment inclusive of necessary CONTRACTOR documentation required for the OWNER'S reimbursement applications to the ARP or SRF offices. The OWNER will make submissions and receive grant / loan monies and make payments to the CONTRACTOR.
- n. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s).
- o. Start-up and Training. The ENGINEER will attend all start-up and training activities scheduled by the Contractor where the manufacturer or the manufacturer's representative will be present. Prior to start-up, the ENGINEER will have previously reviewed the contract O&M manuals (as a part of shop drawing review), the start-up schedule, and the training agenda. Contract C budget anticipates 3 start-up sessions: one for each pump station and one for the vortex tower. These sessions will be performed without final connections to the gravity sewer or force main. Therefore, the Contract A (gravity sewer) budget anticipates 1 start-up session for the vortex tower and Contract B (forcemain) budget

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anticipates 2 start-up sessions, one for each pump station. The start-up sessions under Contract B and Contract A both be completed when the entire system is ready to go “live”.

p. Close out:

- 1) Prepare record drawings from red-lined CONTRACTOR drawings and incorporate any modifications issued to the CONTRACTOR. Record drawings will be submitted in both PDF and AutoCAD format. The OWNER will furnish AutoCAD files of the construction plans to the ENGINEER during the award phase of the construction contract. The Engineer will prepare updates from CONTRACTOR’S redline drawings and written change orders.
- 2) Obtain CONTRACTOR prepared documentation necessary to support close out of the ARP or SRF grant/loans and furnish to the City’ grant coordinator for close out submission.

2. Duties, Responsibilities and Limitation of Authority of Resident Project Representative

Resident Project Representative is the ENGINEER’S agent, will act as directed by and under the supervision of the ENGINEER, and will confer with the ENGINEER regarding his action. Resident Project Representative’s dealings in matters pertaining to the on-site work shall in general be only with the ENGINEER and CONTRACTOR. Written communication with the OWNER will be only through or as directed by the ENGINEER.

The Resident Project Representative shall:

- a. Conferences: Attend the Pre-Construction Conference. When requested by the OWNER or as stipulated in the construction scope of services, arrange progress meetings and other job conferences, in consultation with the ENGINEER and notify those expected to attend in advance. Maintain and circulate copies of records of the meetings.
- b. Liaison: Serve as the ENGINEER’S liaison with the CONTRACTOR working principally through the CONTRACTOR’S field superintendent. Alert the CONTRACTOR, through his field superintendent, to the hazards involved in accepting and acting upon instructions from the OWNER, or others, except such instructions transmitted through the ENGINEER.
- c. Samples: Assist the ENGINEER in obtaining field samples of materials delivered to the site which are required to be furnished and keep a record of actions taken by the ENGINEER.
- d. Shop Drawings: When required by contract documents, receive approved shop drawings and other submissions from the ENGINEER, record data received, maintain a file of the drawings and submissions, and check construction for compliance with these documents.
- e. Review of Work, Inspections, and Tests:
 - Verify that tests, which are required by the contract documents, are conducted and that the CONTRACTOR maintains adequate records thereof. Observe, record, and report to the ENGINEER appropriate details relative to the test performed.
 - Whenever necessary or advisable to verify the proper carrying out of the intent of the contract documents, the Resident Project Inspector shall act as the agent of the ENGINEER and as such

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shall have authority to disapprove work or materials as failing to comply with the contract documents, approved shop drawings, or samples.

- When applicable, check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately.
 - Inspect erosion control items daily for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Review EPSC inspection reports for issues that have been identified and monitor the Contractor's corrective action.
- f. Interpretation of Contract Drawings: Transmit to the CONTRACTOR the ENGINEER'S interpretation of the contract documents.
- g. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in drawings or specifications and report them with recommendations to the ENGINEER.
- h. Records: Keep a diary or logbook, recording field measurements of the work performed, hours on the jobsite, weather conditions, list of visiting officials, construction activities, decisions, and observations in general, and specific observations in more detail as in the case of observing test procedures. Take associated progress of construction photos throughout the construction phase including pre-construction, demolition, construction, post construction/punchlist, and closeout.
- i. Reports:
- Furnish the ENGINEER and OWNER daily reports of progress of the project and the CONTRACTOR'S compliance with the approved construction schedule
 - Furnish the ENGINEER and OWNER weekly summary reports of the CONTRACTOR'S progress.
 - Consult with the ENGINEER in advance of scheduled major tests or start of important phases of the project.
 - Provide construction progress photos illustrating details of construction for review.
- j. Payment Requisitions: Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to the ENGINEER, noting particularly their relation to the work completed and materials and equipment delivered at the site. The Resident Project Inspector will observe, measure and record all quantities for payment. The Resident Project Inspector's review is not intended to verify integrity, or quality of construction.
- k. Completion:
- Prior to the final inspection, submit to the CONTRACTOR a list of observed items requiring correction and verify that corrections have been made.
 - Conduct final inspection in the company of the CONTRACTOR, the ENGINEER, and the OWNER and prepare a final list of items to be corrected.

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- Verify that items on final list have been corrected and make recommendations to the ENGINEER concerning acceptance.
- I. Limitations of Authority: Except upon written instructions of the ENGINEER, the Resident Project Inspector shall not:
- Authorize any deviation from the contract documents.
 - Undertake any of the responsibilities of the CONTRACTOR, the subcontractors, or the CONTRACTOR'S field superintendent.
 - Expedite the work for the CONTRACTOR.
 - Advise on or issue directions relative to any aspect of the construction technique or sequence unless a specific technique or sequence is called for in the contract documents.
 - Authorize the OWNER to occupy the project in whole or in part prior to final acceptance of the work.
 - Participate in specialized field or laboratory tests.
 - Stop the CONTRACTOR'S work or issue stop work orders.

III. DELIVERABLES

Construction documents	
Progress Meetings	<ul style="list-style-type: none"> ▪ Hard set copies of all progress meeting documentation to be distributed at the progress meeting. 2 sets will be provided to the OWNER. Hard copy meeting agendas (10 hard copies). Meeting minutes will be distributed electronically.
EPSC inspection reports (Contract A only)	<ul style="list-style-type: none"> ▪ Signed copies of inspection reports will be distributed electronically. One hard copy will be generated and delivered to the Contractor for the record file.
Record Drawings	<ul style="list-style-type: none"> ▪ 1 set on bond stamped to indicate updates. ▪ 1 electronic set in PDF and AutoCAD format.

IV. ENGINEER'S SCHEDULE

CONTRACT C

Duration 84 weeks / 593 days
Prebid - 8 weeks
Bid phase - 12 weeks
Award phase - 4 weeks
Construction phase - 52 weeks / 365 days
Close out and record drawings 8 weeks / 60 day

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Construction Engineering and Inspection Services
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Contracts A, B, and C
1/12/2025

CONTRACT A

Duration – 96 weeks / 676 days
Bid phase - 12 weeks (anticipated to run concurrent with Contract C construction phase)
Award phase - 4 weeks (anticipated to run concurrent with Contract C construction phase)
Construction phase - 72 weeks / 504 days (anticipated to run concurrent with a portion of the Contract C construction phase)
Close out and record drawings 8 weeks / 60 days

CONTRACT B

Duration 81 weeks / 572 days
Bid phase - 12 weeks (anticipated to run concurrent with Contract C construction phase)
Award phase - 4 weeks (anticipated to run concurrent with Contract C construction phase)
Construction phase – 57 weeks / 400 days (anticipated to run concurrent with a portion of the Contract C construction phase)
Close out and record drawings 8 weeks / 60 days

V. ITEMS TO BE FURNISHED BY THE OWNER

- A. Contract documents including plans and specifications in AutoCAD and MS Word respectively as well in PDF format.
- B. Executed permits and any related permit fees
- C. Reimbursement for additional document production not stated herein

VI. PROJECT EXCLUSIONS

- A. Stake out project benchmarks or construction baseline.
- B. Inspection of Contractor's storage areas
- C. Inspection of off-site borrow areas
- D. Collection of certified payroll or employee interviews.



STATE OF TENNESSEE

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000 *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

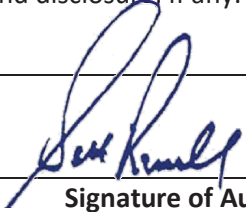
No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	January 13, 2025
Signature of Authorized Representative	Date
Scott E. Russell, Senior Vice President	814-206-9312/ scottrussell@bucharthorn.com
Printed Name and Title	Phone Number / Email Address



STATE OF TENNESSEE
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract 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;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

	January 13, 2025
Signature of Authorized Representative	Date
Scott E. Russell	814-206-9312/ scottrussell@bucharthorn.com
Printed Name	Phone Number / Email Address

I am unable to certify to the above statements. Explanation is attached.



STATE OF TENNESSEE
IRAN DIVESTMENT ACT CERTIFICATION

SUBJECT CONTRACT NUMBER(S):	City of Lakeland / BH Agreement Oliver Creek Interceptor
CONTRACTOR LEGAL ENTITY NAME:	Buchart Horn, Inc.
EDISON SUPPLIER IDENTIFICATION NUMBER:	0000013245

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

The Contractor identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

CONTRACTOR SIGNATURE

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

Scott E. Russell, Senior Vice President

PRINTED NAME AND TITLE OF SIGNATORY

January 13, 2025

DATE




STATE OF TENNESSEE
NON-BOYCOTT OF ISRAEL CERTIFICATION

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

	January 13, 2025
Signature of Authorized Representative	Date
Scott E. Russell	814-206-9312/ scottrussell@bucharthorn.com
Printed Name	Phone Number / Email Address

RESOLUTION R-15-2025

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BUCHART HORN, INC FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES RELATED TO THE OLIVER CREEK INTERCEPTOR PROJECT RESCINDING RESOLUTION R-184-2024.

-
- WHEREAS,** the City of Lakeland, Tennessee, (the “City”) desires to construct a new sewer interceptor to reroute flow from City of Memphis to the Scotts Creek Wastewater Treatment Plant; and,
- WHEREAS,** the City issued a Request for Qualifications for construction engineering and inspection services related to the Oliver Creek Sewer Interceptor project; and,
- WHEREAS,** Buchart Horn, Inc. was selected as the most qualified firm to provide the services; and,
- WHEREAS,** the scope of services includes a constructability review of the plans and construction and inspection services for Contract C; and,
- WHEREAS,** Contract C is funded through an American Rescue Plan (ARP) grant which is 90% federal and a 10% local match; and,
- WHEREAS,** funding for this project is appropriated in the fiscal year 2025 annual budget for the Sewer Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute and the City Recorder attest a professional services agreement with Buchart Horn, Inc for construction engineering and inspection services related to the Oliver Creek Interceptor project in the amount of Four Hundred Twenty Thousand Two Hundred Dollars (\$420,200).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 16th day of January 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

RESOLUTION R-66-2025

TENATIVELY APPROVING AN AGREEMENT WITH GRINDER, TABER & GRINDER, INC. FOR THE OLIVER CREEK SANITARY SEWER INTERCEPTOR CONTRACT C PROJECT

WHEREAS, on May 20, 2025, at 2:00 p.m. C.S.T., the City of Lakeland, Tennessee received competitive bids for the Oliver Creek Sewer Interceptor Contract C Project; and,

WHEREAS, the City received one (1) sealed bid; and,

Bidder	Base Bid
Grinder, Taber & Grinder, Inc.	\$ 1,951,488.00

WHEREAS, the City was awarded Two Million Six Hundred Fourteen Thousand Seven Hundred Ninety Seven Dollars (\$2,614,797.00) in American Rescue Plan Fiscal Recovery Fund dollars from Tennessee Department of Environment and Conservation and Shelby County Government, requiring a 10% match; and,

WHEREAS, funding for the project is appropriated in the Fiscal Year 2026 annual spending plan for the Sewer Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute, and the City Recorder attest, an agreement with Grinder, Taber & Grinder, Inc. in the amount of One Million Nine Hundred Fifty-One Thousand Four Hundred Eighty-Eight Dollars (\$1,951,488.00) for the Oliver Creek Sanitary Sewer Interceptor Contract C project contingent on the following:

1. Approval from the Tennessee Department of Environment & Conservation.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize an additional Two Hundred Thousand Dollars (\$200,000.00) for a construction contingency fund to be used to pay for items that may arise outside of the unit bid prices and for unforeseen work and that the City Manager is hereby authorized to make verified partial payments when necessary throughout the project to a total fixed cost amount of Two Million One Hundred Fifty-One Thousand Four Hundred Eighty-Eight Dollars (\$2,151,488.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 5th day of June 2025, the public welfare requiring it.

ATTEST:

Josh Roman
Mayor

Cheyenne Carter
City Recorder

DOCUMENT 00520
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

This Agreement is by and between **City of Lakeland, Tennessee** (“Owner”) and **Grinder, Taber & Grinder, Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The work to be done consists generally of: Constructing Fletcher Creek Pumping Station, Fletcher Trace Pumping Station and Vortex Flow Insert Tower, including excavation, new wet wells, valve vaults, junction structures, gravity sewers, manholes, pipework, concrete work, site work, electrical work, accessories and other related work as shown on the drawings and/or described in the specifications.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described in Article 1 above.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Buchart Horn (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within 365 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 420 days after the date when the Contract Times commence to run.

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$300.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$300.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE**5.01 OWNER SHALL PAY CONTRACTOR FOR COMPLETION OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THE AMOUNTS SHOWN ON THE CONTRACTOR'S BID FORM**

- A. FOR ALL WORK, AT THE PRICES STATED IN CONTRACTOR'S BID, ATTACHED HERETO AS EXHIBIT A.

ARTICLE 6—PAYMENT PROCEDURES6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the

number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate maximum allowed by the State of Tennessee.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings listed on the attached sheet index.
 7. Addenda 1.
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form
 - b. Certificates of Insurance
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).



Owner:
City of Lakeland, Tennessee

(typed or printed name of organization)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

f [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

**INTER-JURISDICTIONAL AGREEMENT
BETWEEN THE CITY OF LAKELAND AND THE CITY OF BARTLETT**

THIS INTER-JURISDICTIONAL AGREEMENT ("Agreement") is made and entered into this 30th day of APRIL, 2025 between the City of Lakeland, a municipal corporation duly organized and existing under the laws of the State of Tennessee (hereinafter referred to as "Lakeland" or the "City") and the City of Bartlett, a municipal corporation duly organized and existing under the laws of the State of Tennessee (hereinafter referred to as "Bartlett"). Lakeland and Bartlett are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Lakeland owns and operates a wastewater collection and transmission system ("WCTS") which collects and transports wastewater to its publicly owned wastewater treatment plant ("WWTP"), Scotts Creek WWTP; and

WHEREAS, Bartlett currently utilizes the City of Memphis WCTS for the collection and conveyance of sewage wastewater and pollutants generated within the municipal limits of Bartlett; and

WHEREAS, Lakeland intends to construct its own WCTS and to disconnect from the Memphis WCTS in the calendar year 2025; and

WHEREAS, Bartlett wishes to utilize Lakeland's WCTS for the collection and conveyance of sewage wastewater and pollutants generated in a portion of the municipal limits of Bartlett for treatment at the Lakeland Scotts Creek WWTP; and

WHEREAS, the Parties desire to set forth herein the terms and conditions which shall govern the collection, conveyance, treatment, and disposal of sewage generated within a portion of the municipal limits of Bartlett by Lakeland for the duration of the Term as defined herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein Lakeland and Bartlett agree as follows:

I. Definitions

Terms used in this Agreement that are defined in the Clean Water Act ("CWA") or in regulations promulgated pursuant to the CWA shall have the meaning assigned to them in the CWA, 33 U.S.C. §§ 1251 *et seq.*, and regulations promulgated under the CWA, unless otherwise provided in this Agreement. Whenever the terms set forth below are used in this Agreement, the following definitions shall apply:

a. "Wastewater Collection and Transmission System" or "WCTS" shall mean the municipal wastewater collection, retention and transmission system, including all pipes, force mains, gravity sewer lines, lift stations, pumps, manholes, and appurtenances thereto, which are owned or operated by Lakeland, and which currently flow to Memphis' WWTP and will, upon Lakeland's disconnection from Memphis' WWCS, flow to Lakeland's Scotts Creek WWTP.

b. "Sanitary Sewer Overflow" or "SSO" shall mean an overflow, spill, or release of wastewater from any applicable WCTS or any applicable WWTP including: (a) unpermitted discharges; (b) overflows, spills or releases of wastewater that may not have reached waters of the United States or the State; and (c) building backups.

c. "Industrial users" shall include all non-domestic sources, including all commercial or light commercial establishments that have non-domestic discharges.

II. Sewer Service and Charges

2.01. Interconnection Authority

In consideration of the financial contribution made by Bartlett to the construction of new or replacement sewer infrastructure as set forth in Paragraph 2.03, Bartlett is hereby authorized, subject to the terms and conditions of this Agreement, to discharge wastewater generated within a portion of the municipal limits of Bartlett into Lakeland's WCTS for treatment and disposal during the Term herein and any renewal terms. Lakeland hereby agrees to accept such wastewater during the Term herein and any renewal terms and shall be responsible for the conveyance of such wastewater from a portion of Bartlett's sewer system to Lakeland's WCTS and the appropriate treatment and disposal of such wastewater.

2.02. Rejection of Wastewater

Notwithstanding any provision to the contrary, Lakeland reserves the right to reject any wastewater from Bartlett which does not meet Lakeland's pretreatment requirements. Lakeland shall notify Bartlett in writing prior to rejecting any wastewater flow, stating the basis for such rejection, and providing Bartlett the opportunity to provide the necessary pretreatment to bring the rejected wastewater into compliance within two (2) years from the date of giving such notice, and in accordance with Paragraph 8.11.

2.03. Participation in Lakeland WCTS and WWTP Improvements and Operational Reserves

In consideration of Lakeland's agreement to accept Bartlett's discharged wastewater during the Term of this Agreement and any renewals, Bartlett agrees to participate, on a proportional basis, in any capital project determined necessary in writing by Lakeland and Bartlett to rehabilitate, enlarge, or upgrade that portion of Lakeland's WCTS and WWTP used to convey and treat wastewater generated from Bartlett as allowed hereunder. Such participation may include the construction of new or replacement outfall sewers, pumps, lift stations, and other related facilities and shall consist of payment to Lakeland for the cost of the improvements attributed to Bartlett based on the ratio of Bartlett's peak hourly flow to the capacity of the pipe utilized by Lakeland. By way of example and for purposes of this Agreement only, if a project costs \$100,000 and Bartlett's peak hourly flow is 1MGD and the pipe used as the outfall for such flow can handle 2MGD, Bartlett would pay 50% of the \$100,000.

2.04. New Construction and Infrastructure Replacement

In the event the Parties determine, and agree in writing, that it is necessary to construct new or replace the existing sewer infrastructure and other related facilities owned, maintained and operated by Lakeland

which shall be used to transport sewage, wastewater, and pollutants in Lakeland's WCTS, all construction of such new or replacement sewer infrastructure shall be agreed upon by the Parties. To the extent the Parties fail to agree as contemplated herein, Lakeland hereby reserves the right to perform or cause to be performed such construction, or replacement, or repairment of sewer infrastructure, and to recoup all resulting costs and expenses from Bartlett in an amount equal to Bartlett's proportional use of Lakeland's WCTS.

2.05. Sewer Service Charge

(a) In consideration of the service and benefits provided by Lakeland to Bartlett pursuant to the terms of this Agreement, Bartlett agrees that Lakeland shall be allowed to collect from Bartlett for the sewer service area connected to the Lakeland WCTS a sewer service charge ("Sewer Service Charge").

(b) Prior to the installation of the flow meters required in accordance with Section 4.04, Bartlett shall remit one hundred percent (100%) of the Sewer Service Charge to the City of Memphis. Notwithstanding subsection 2.05(a) above, Bartlett shall reimburse the entire cost of the flow meters required in accordance with Section 4.04 included herein.

The applicable rate to be applied for the calculation of the Sewer Service Charge shall be established by Lakeland and shall be subject to adjustment upon ninety (90) calendar days' notice to Bartlett and as determined by Lakeland within its sole discretion, but not to exceed the charge to Lakeland users. An adjustment made by Lakeland pursuant this Section 2.05 shall not create a reopener for the negotiation of any provision under this Agreement. Additionally, nothing herein shall preclude Bartlett from charging users of the Bartlett sewer system who are serviced by the Lakeland WCTS sums in excess of the Lakeland monthly Sewer Service Charge, as additional charges may be necessary to defray the expense to be incurred by Bartlett in maintaining and constructing its sewer system. Bartlett shall be responsible for determining the amount of such excess sums to be charged to users of its sewer system during the term of this Agreement.

(c) The Parties hereby acknowledge and recognize that the Bartlett Water Department shall be responsible for reading its resident's water meter located within the municipal limits of Bartlett and billing the customer for sewer usage at the applicable Sewer Service Charge established by Lakeland. Bartlett shall receive 100% of the sewer fees collected and shall pay Lakeland in accordance with subsection 2.07 below.

(d) Lakeland shall be responsible for reading the flow meters installed by Lakeland in accordance with Section 4.04 and shall directly bill Bartlett monthly for the sewer services provided to residents of Bartlett for whom Lakeland has installed flow meters in accordance with Section 2.05(a). Notwithstanding the foregoing, Lakeland agrees to provide Bartlett access to its records used to maintain the flow data that reflects the total volume recorded by each flow meter installed by Lakeland.

2.06. Sewer Development Fees

Bartlett shall not authorize any new developments within the Bartlett area currently serviced by Memphis until Lakeland is fully disconnected from Memphis' sewer system without prior written approval of Memphis and Lakeland. Nothing herein shall prevent construction of previously approved development or new development that does not contribute to or add flow to the Memphis sewer system. Following Lakeland's disconnection from Memphis' sewer system, Bartlett shall collect any applicable Lakeland sewer development fees on behalf of Lakeland and remit the same to Lakeland within sixty (60) days of collection.

2.07. Payments

Payment of the Sewer Service Charge shall be made to Lakeland within thirty (30) calendar days, but in any case, no more than sixty (60) calendar days, from Bartlett's receipt of an invoice and shall be remitted as follows:

City of Lakeland
Finance Department
10001 Highway 70
Lakeland, TN 38002

Lakeland shall furnish relevant itemized monthly reports of all sewer service charges. All payments and collections tendered by Bartlett shall be subject to audit as provided for in Section 2.08 and annual true-up following reconciliation of such payments and collections by Lakeland. Payments remitted after sixty (60) calendar days shall be subject to interest accruing daily at the maximum amount allowable by law.

2.08. Audit

Within one hundred twenty (120) calendar days after the close of each fiscal year, Bartlett and Lakeland shall have the right, at its sole expense, to audit the books and records of each other that are relevant to this Agreement, and if such audit discloses a cumulative misstatement of at least five percent (5%) in any accounting records or other reports upon which any amount due hereunder is based, then Bartlett shall pay to Lakeland the cost of the audit and any payment adjustments between the Parties deemed necessary as a result of an audit shall be made within thirty (30) days. Notwithstanding the foregoing, in the event of a dispute or questionable circumstances related to this Agreement, both parties reserve the right to audit the books of the other upon reasonable notice.

2.09. Easements

To the extent Lakeland requires easements and/or rights of way for sewer lines or related apparatus on or across properties owned by Bartlett, Bartlett will grant any and all such necessary sewer easements and rights of way, without expense to Lakeland, and will waive any claim for compensation or damages related to easement acquisition(s).

2.10. Abandonment

Bartlett shall notify Lakeland prior to plugging or physically disconnecting any sewer line or related apparatus owned and/or maintained by Bartlett from the Lakeland WCTS. Any such disconnection or plugging by Bartlett shall be performed in accordance with Lakeland's applicable design standard for sewer abandonment as such standard is reflected on Exhibit C attached hereto, unless otherwise agreed to by the parties in writing. Bartlett shall also provide a Notice of Completion which shall set forth the effective date of physical disconnection from the Lakeland WCTS and be used by Lakeland as the date upon which Bartlett shall no longer be subject to payment of volumetric charges and any other payments to Lakeland. Notwithstanding the foregoing, Bartlett shall remain obligated to pay its proportional share of any improvements made pursuant to Sections 2.03 or 2.04 herein as well as any outstanding payments due to Lakeland.

III. OMITTED

IV. Proper Management, Operation and Maintenance of Sewage Collection and Conveyance System

4.01. Proper Management, Operation and Maintenance

During the Term of this Agreement, Bartlett shall properly manage, operate and maintain its own sewer collection and conveyance system so as to minimize peak flows into Lakeland's WCTS by using its best efforts to minimize the intrusion of surface and ground water and other extraneous flows; into Bartlett's sewer system connected to the Lakeland WCTS. Management, operation and maintenance of Bartlett's sewer collection and conveyance system shall be performed in accordance with standards recognized as appropriate by the United States Environmental Protection Agency ("EPA"), Tennessee Department of Environment and Conservation ("TDEC") and Memphis.

4.02. Flow Limits

Bartlett agrees to properly manage, operate, and maintain its sewage collection and conveyance system so as to minimize peak flows into Lakeland's WCTS to minimize the intrusion of surface and ground water and other extraneous flows or otherwise cause or contribute to a condition resulting in flows exceeding the pumping capacity of a City of Lakeland pump station, and/or a violation of any applicable National Pollutant Discharge Elimination System ("NPDES") permit.

4.03. Limitation on Excessive Flows

In an attempt to minimize excessive flows, the Parties agree that no new users shall be added to the Bartlett sewer system which flows into the Lakeland WCTS without Lakeland's prior written approval during the Term of this Agreement. Where Lakeland reasonably determines that flows originating or transmitted through Bartlett's sewers to the Lakeland WCTS are solely causing: (1) a sanitary sewer overflow in Lakeland, (2) a condition resulting in flows exceeding the pumping capacity of a City of Lakeland pump station, (3) a violation of a Lakeland NPDES permit, or (4) exceed capacity solely reserved for Bartlett, Lakeland may impose flow limitations (i.e. peak flow limits and/or total flow limits) upon Bartlett. Bartlett may be liable for any overflows from the Lakeland WCTS occurring downstream of the Bartlett service area, provided exceedance of the maximum capacity flow reserved for Bartlett. This shall

be validated by supporting flow meter data supplied by the service provider. To avoid or eliminate such situation, Lakeland may take reasonably necessary action as provided in Section 6.03(A)(5).

4.04. Flow Metering

(a). Lakeland shall implement and install at Bartlett's expense, flow metering devices satisfactory to Lakeland and Bartlett to assure reliable measurement of flows originating or transmitted through Bartlett sewers to the Lakeland WCTS. Subject to Lakeland's discretion, the flow meters shall be capable of reporting flow volume on a monthly basis using five (5) minute intervals for depth and velocity measurements to calculate such volume. Lakeland shall store and maintain the data for five (5) years and shall provide such data to Bartlett upon request.

(b). As recommended by the service provider, the flow metering devices as provided for in section 4.04(a) above, shall be calibrated both hydraulically and electronically by a qualified commercial entity approved by Lakeland at the expense of Bartlett. Lakeland shall submit each calibration report to Bartlett within thirty (30) calendar days upon completion. In the event a meter fails to accurately measure flow to reasonable engineering standards for three out of twelve consecutive months, Lakeland shall replace it promptly, at Bartlett's expense, upon written notice from Lakeland. Lakeland agrees to make all flow metering data available to Bartlett every thirty (30) calendar days during the Term of this Agreement. Lakeland further agrees that the meters shall be available to Bartlett for inspection at all reasonable times.

4.05. Control of Fats, Oils, and Greases

For all Bartlett sewer assets, Bartlett agrees to take reasonable precautions to prevent discharge of fats, oils, and greases (FOG) in accordance with its approved FOG Control Program. The Parties acknowledge that Bartlett's FOG Control Program has been reviewed and approved by Lakeland, and the objective of the Program is to identify and eliminate excessive FOG. Bartlett shall implement the FOG Control Program within thirty (30) calendar days of Lakeland's approval and agrees to maintain such Program which shall be no less stringent than the FOG ordinance contained in Chapter 9 of the City of Lakeland Code of Ordinances.

4.06. Compliance

Within thirty (30) calendar days of a request from Lakeland, Bartlett shall provide Lakeland with such information as Lakeland may reasonably request identifying the actions taken by Bartlett to comply with the conditions of Part IV of this Agreement.

4.07. Approval of Operating Procedures

Within one hundred eighty (180) calendar days of the effective date of this Agreement, Bartlett shall develop and submit for Lakeland's review and approval the operating procedures that will be undertaken during the Term of this Agreement to implement the provisions as required by Section 4.01 above.

V. Pretreatment

5.01. Pretreatment Compliance

Bartlett understands and acknowledges that Lakeland is required to implement and enforce a pretreatment program to control discharges from industrial users to its WCTS pursuant to requirements set out in the Federal Clean Water Act, 42 U.S.C. § 1251 *et seq.*, and the rules and regulations promulgated thereunder, including 40 C.F.R. Part 403, and Tennessee Code Annotated 68-3-101, all as now stated and as may hereafter be amended. Bartlett represents that no permitted industrial users are currently located within Bartlett's jurisdiction and/or discharge into Bartlett's sewer system that would be connected to the Lakeland WCTS. Bartlett further understands and agrees that no industrial users shall be allowed to operate and discharge to Bartlett's sewer system which transports waste to the Lakeland WCTS unless prior notification is provided by Bartlett to Lakeland, and a new or modified agreement is entered into addressing implementation and enforcement of the pretreatment program.

5.02. Industrial Dischargers

Bartlett hereby agrees to adopt a sewer use ordinance that subjects the industrial users to necessary pretreatment controls. With respect to the specific area of the City of Bartlett for which treatment is being provided at the Lakeland Scotts Creek WWTP, Lakeland shall be designated as the agent of Bartlett for the purposes of implementation and enforcement of that section of Bartlett's sewer use ordinance pertaining to the pretreatment program for industrial dischargers and may take any action under Bartlett's sewer use ordinance that could have been taken by Bartlett, including the enforcement of the ordinance in courts of law. In accordance with the foregoing, it is further agreed as follows:

(a). Bartlett will, to the extent allowed by law, revise its local sewer use ordinance within one hundred eighty (180) calendar days of the date of this Agreement to ensure that it is no less stringent and is as broad in scope as the pretreatment sewer use ordinance contained in Title 18 Chapter 4 of the City of Lakeland Code of Ordinances. Bartlett shall provide a draft of any applicable sewer ordinance revisions for review and approval by Lakeland and TDEC that meet the requirements of this paragraph within ninety (90) calendar days prior to the adoption of the ordinance.

(b). Bartlett will adopt pollutant specific local limits, which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by Lakeland within one hundred eighty (180) calendar days of the date of this Agreement. If Lakeland makes any revisions or additions to its local limits, Lakeland will forward to Bartlett a copy of such revisions or additions within ninety (90) calendar days of enactment thereof. Bartlett will adopt any such revisions or additions within one hundred and eighty (180) calendar days of receipt thereof. If Lakeland adopts local limit(s) based upon mass of pollutant(s) (rather than concentration), Lakeland reserves the right to allocate loadings. In addition, Bartlett's ordinance shall adopt or incorporate by reference general and specific prohibitions as set forth in 40 C.F.R. Part 403 and categorical pretreatment standards as set forth in 40 C.F.R. Chapter I, Subchapter N.

(c). Whenever Lakeland revises its pretreatment sewer use ordinance, it will forward a copy of the revisions to Bartlett. To the extent allowed by law, Bartlett will adopt revisions to its sewer use ordinance that are at least as stringent and as broad in scope as those adopted by Lakeland. Bartlett

will forward to Lakeland for review its proposed revisions within ninety (90) calendar days of receipt of Lakeland's revisions. Bartlett will adopt its revisions within one hundred eighty (180) calendar days of receiving approval from Lakeland of the content thereof.

(d). Unless otherwise agreed to by the parties, Lakeland and/or its authorized contractors, on behalf of and as an agent for Bartlett will perform technical and administrative duties necessary to implement and enforce pretreatment provisions in Bartlett's sewer use ordinance within Bartlett's jurisdiction associated with industrial user discharges through the Bartlett sewer system to the Lakeland WCTS. This includes the right to, among other things, update the industrial waste survey; issue permits to industrial users; conduct inspections, sampling and analysis; take appropriate enforcement action provided for by State law and/or in Bartlett's sewer use ordinance; and perform other technical or administrative duties the parties deem appropriate. In addition, Lakeland may, as an agent of Bartlett, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

(e). Bartlett will reimburse Lakeland for all costs and expenses incurred in implementing and/or enforcing Bartlett's sewer use ordinance including reasonable attorney's fees. Lakeland will provide Bartlett with a detailed accounting of all such costs.

(f). If the authority of Lakeland to act as an agent for Bartlett under this Agreement is questioned by any industrial user, court of law, or otherwise, Bartlett will take whatever action is necessary to ensure the implementation and enforcement of its sewer use ordinance against its industrial users, including, but not limited to, implementing and enforcing its sewer use ordinance on its own behalf and/or amending this Agreement to clarify Lakeland's authority.

(g). Lakeland shall have the authority to require reports from any industrial user located in the area serviced by Lakeland's WCTS. Such reports shall include information reasonably requested by Lakeland and in accordance with applicable law.

(h). Bartlett shall identify and report to Lakeland all dental facilities currently located within the area serviced by Lakeland WCTS and shall further identify any dental facilities located in such areas in the future during the term of this Agreement.

5.03. Industrial User Outside Town Limits

An industrial user located outside the jurisdictional boundaries of Bartlett may be allowed to discharge into Bartlett's sewer system or the sewer facilities located within Bartlett only by agreement of the Parties, and Bartlett and Lakeland will also enter into an agreement, substantially equivalent to the relevant provisions of this Agreement, with the jurisdiction in which such industrial user is located, if other than Lakeland.

5.04. Industrial User Surcharge

Industrial dischargers subject to surcharges for higher strength wastewater will pay surcharge fees directly to Lakeland as required by Lakeland.

VI. Term, Modification, and Termination of Agreement

6.01. Term of Agreement

This Agreement shall become effective on the date signed by both Parties ("Effective Date") and shall remain in effect until December 31, 2050 (hereafter the "Term"). Should Bartlett provide notice of intent to renew within twelve (12) months of the expiration of this Agreement, it shall automatically renew for an additional twenty-five (25) years.

6.02. Modification of Agreement

Each and every modification and amendment of this Agreement must be in writing by each of the Parties hereto, unless otherwise specified herein.

6.03. Termination of Agreement

A. Termination for Cause

(1) Notwithstanding Section 6.01 included herein, either party, at its option, may give three (3) months written notice to the other party of the intent to terminate this Agreement whenever one or more of the following conditions occur:

- a. Any order which would make the terms of this Agreement unfeasible is issued by a Court, the United States of America, United States Environmental Protection Agency, State of Tennessee or any other agency having regulatory jurisdiction over said municipalities; but as soon as either party becomes aware of the possibility of the entry of such an order, it shall give the other party notice and permit it to participate in any proceedings to the extent allowed by applicable law relative to the possible entry and/or appeal of such order.
- b. Unresolved violations of any terms of this Agreement or of applicable provisions of Chapter 18, City of Lakeland, Code of Ordinances.
- c. Bartlett fails to manage, operate and maintain its sewer collection and conveyance system in accordance with accepted standards required by EPA, TDEC, or Lakeland.
- d. Bartlett gives notice that it will reroute its sewer flow that is the subject of this Agreement to other treatment facilities. If Bartlett withdraws any portion of the area served or reduces the flow of such sewage, the Agreement shall be modified accordingly.

(2) During the three (3) months' notice period, if the violation is one which can be cured by the payment of money in the opinion of Lakeland and is cured then the notice shall be withdrawn. If the violation is one which cannot be cured simply by the payment of money, in the opinion of Lakeland, then the party responsible for such violation shall have three (3) months to attempt to cure the violation and upon

effectuating such cure, the notice shall be withdrawn. The following among others will not be considered a violation that can be cured simply by the payment of money: flows originating or transmitted through the Bartlett sewers to the Lakeland WCTS that cause or contribute to a sanitary sewer overflow in Lakeland, , and/or a violation of a Lakeland NPDES permit caused solely by flows originating or transmitted through the Bartlett sewers to the Lakeland WCTS. Where necessary and where the party responsible for the violation has proceeded diligently and in good faith to cure such violation, then the cure period shall be extended in writing by the party giving notice of termination, for such time as the party giving notice of termination deems reasonably necessary to effectuate such cure.

(3) In the event that conditions constituting breach(es) of this Agreement continue without cure being timely made as provided above, Lakeland may:

a. Begin issuing stipulated penalties as outlined in Section 7.02 until the violation is cured and may take any reasonable action necessary to avoid imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination as described in Section 6.03(A)(5).

b. Provide written notice to Bartlett providing for phasing out the terms of this Agreement at the end of a reasonable time not to exceed twelve (12) years after the date of the initial three-month notice provided in Section 6.03.(A)(1) above;

c. Request that Bartlett submit a corrective action plan requiring compliance with this Agreement in an expeditious manner which, if approved by Lakeland, is deemed to be a condition of this Agreement; and/or

(4) Notwithstanding the above, Lakeland agrees to provide Bartlett at least twelve (12) years from the notice of termination for Bartlett to construct its own wastewater treatment plant, connect its flows to a WCTS owned by another municipality, or implement another long-term solution. Nothing, herein, shall be deemed to authorize or require Lakeland to allow a condition to continue that can reasonably be expected to cause or contribute to a sanitary sewer overflow in Lakeland, a condition resulting in flows exceeding the pumping capacity of a City of Lakeland pump station, and/or a violation of a Lakeland NPDES permit. Lakeland may condition such additional time as provided herein upon Bartlett agreeing to such conditions as Lakeland deems appropriate (e.g., Bartlett's payment of fines, penalties, stipulated penalties, etc.).

(5) Notwithstanding any provision to the contrary, Lakeland may temporarily stop any flows originating from or transmitted through the Bartlett sewers to the Lakeland WCTS that are deemed by EPA, TDEC, and/or Lakeland to be an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination. Lakeland will restore service to Bartlett once the EPA, TDEC, and/or Lakeland determine that the flows have returned to a safe condition.

B. Termination Upon Expiration of the Term of the Agreement

Upon expiration of the Term of this Agreement, including any renewal term for which Bartlett has given notice as provided in Section 6.01, this Agreement shall be deemed terminated and Bartlett shall pay Lakeland all outstanding fees and charges owed to Lakeland within ninety (90) calendar days from the effective date of such termination or expiration.

VII. Stipulated Penalties

7.01. Bartlett acknowledges that the City of Memphis has entered into a Consent Decree with the EPA, TDEC and Tennessee Clean Water Network ("TCWN") which subjects Memphis to stipulated penalties for failure to satisfy Consent Decree requirements. Bartlett further acknowledges that Lakeland has entered into an Inter-jurisdictional Agreement with Memphis which could subject Lakeland to stipulated penalties to the extent Lakeland violates its Agreement with Memphis or causes Memphis to violate the Consent Decree or the applicable NPDES Permit issued to Memphis.

Accordingly, to the extent Bartlett violates this Agreement, causes Lakeland to violate its Agreement with Memphis, or causes Memphis to violate the Consent Decree or the applicable NPDES Permit issued to Memphis, Bartlett shall be liable to Lakeland for stipulated penalties paid by Lakeland to Memphis, in accordance with Section IX of the Consent Decree, unless Memphis is excused under Section X of its Consent Decree with EPA, TDEC and TCWN. A violation includes failing to perform any obligation required by this Agreement, according to all applicable requirements and within the specified time period established by this Agreement. Notwithstanding the foregoing, Lakeland shall have the burden of proof to establish that the action or inaction of Bartlett is the proximate cause of the violation resulting in the imposition of stipulated penalties to Memphis under the Consent Decree. The Parties acknowledge that Bartlett has no authority to maintain sewer assets outside of its municipal boundary. As such, Bartlett shall not be deemed the proximate cause of any violation that arises out of flow generated from non-Bartlett residents or users. Stipulated penalties shall begin to accrue on the day after performance is due or the day the violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Agreement.

7.02. The following stipulated penalties shall apply for violations other than violations for which the City paid stipulated penalties under the Consent Decree. Stipulated penalties under this Section for non-Consent Decree violations may be excused in accordance with Section 8.12 herein.

<u>Period of Noncompliance</u>	<u>Penalty per Violation per Day</u>
One (1) to thirty (30) days	\$500
Thirty-one (31) to sixty (60) days	\$1000
Sixty-one (61) days and beyond	\$1500 (minimum subject to the significance of the violation)

7.03. A stipulated penalty under Section 7.01 and/or 7.02 as applicable shall be paid within thirty (30) days of receiving written demand for payment from Lakeland. The demand for payment from Lakeland

shall set forth the violation or failure to perform to which the stipulated penalty relates, the amount of the stipulated penalty being demanded, the calculation method underlying the demand, and the grounds on which the demand is based. Payments shall be made to the City of Lakeland, Office of City Engineering, 10001 Highway 70, Lakeland, TN 38002.

7.04. Bartlett's failure to pay the stipulated penalties shall subject Bartlett to interest accruing daily on such penalties at the maximum amount allowable by law.

7.05. The stipulated penalties provided for in this Agreement shall be in addition to any other rights or remedies available to Lakeland for Bartlett's violation of this Agreement or applicable law.

7.06. Lakeland may, in its sole discretion, reduce or waive stipulated penalties otherwise due under this Agreement.

VIII. General Provisions

8.01. Liability. Bartlett shall remain fully responsible for any and all liability related solely to the discharge of wastewater to Lakeland's WCTS from its sewer collection and conveyance system. Lakeland shall not be responsible for any permit issued to Bartlett or the management or oversight of Bartlett's sewer system.

8.02. Entry and Right to Inspect. Any authorized officer, employee or contractor of Lakeland may enter and inspect at any reasonable time any part of Bartlett's sewer system connected to Lakeland's WCTS and WWTP upon reasonable notice to Bartlett.

8.03. Records. Upon request, Bartlett shall provide Lakeland with a certified copy of its sewer use ordinance and any amendments thereto, other inter-jurisdictional agreements, if any, and any contract entered into for the purposes of regulating industrial waste. Bartlett shall retain copies of any and all records related to Bartlett's performance under this Agreement until five (5) years after the Term of this Agreement expires and provide Lakeland access and or copies of such documents within no more than ten (10) calendar days following Lakeland's request.

8.04. Entire Agreement. This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

8.05. Governing Law. The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee.

8.06. Venue. The parties agree that any lawsuit between them that asserts a claim or claims arising out of or related to this Agreement shall be filed and litigated in the courts of Shelby County, and each party hereby consents to the jurisdiction and venue of those courts for all such lawsuits.

8.07. Severability. If any terms or provisions of this Agreement are held to be illegal, invalid or

unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible.

8.08. Approval or Consent. Whenever under any provision of this Agreement the approval or consent of either party is required, such approval shall not be unreasonably withheld, delayed or denied.

8.09. Waiver. No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto. No delay or failure of either party to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of either party's right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto.

8.10. Notices.

Unless otherwise specified herein, whenever notifications, submissions, or communications are required, they shall be made in writing and addressed as follows:

To the City of Lakeland:

City Engineer
10001 Highway 70
Lakeland, TN 38002

With copy, if requested,
to:

City Attorney
8001 Centerview Parkway Suite 103
Cordova, TN 38018

To the City of Bartlett:

City Engineer
6382 Stage Road
Bartlett, TN 38134

With copy, if requested,
to:

City Attorney

6400 Stage Road
Bartlett, TN 38134

8.11. Dispute Resolution.

a. Exclusive Dispute Resolution Mechanism. It is the intent of the parties that they shall collaborate to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "**Dispute**"), in a mutually agreeable manner. The procedures set forth in this Section 8.11 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time and shall be an express condition precedent to litigation or binding arbitration of the Dispute.

b. Negotiations. The parties agree that they shall first use their best efforts in an attempt to settle the Dispute informally through negotiations involving themselves or their representatives they each deem appropriate at the lowest possible levels of decision-making. A party shall send written notice to the other party of any Dispute ("**Dispute Notice**"). In the event that such Dispute is not resolved on an informal basis within thirty (30) calendar days after one party delivers the Dispute Notice to the other party, either party may, by written notice to the other party ("**Escalation to Executive Notice**"), refer such Dispute to the executives of each party set out below (or to such other person of equivalent or superior position designated by such party in a written notice to the other party) ("**Executive(s)**").

Executive of City of Lakeland:	City Engineer 10001 Highway 70 Lakeland, TN 38002
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Executive of City of Bartlett:	City Engineer 6382 Stage Road Bartlett, TN 38134
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For purposes of clarification, the party sending the Dispute Notice and the Escalation to Executive Notice shall send such notices in compliance with this Agreement's notice provisions set forth at Section 8.10 herein, provided that the party sending an Escalation to Executive Notice shall also send a copy of such notice to the executives designated above.

If the Executives cannot resolve the Dispute during the time period ending fifteen (15) calendar days after the date of the Escalation to Executive Notice (the last day of such time period, the "**Escalation to Mediation Date**"), either party may initiate mediation as set forth in Section 8.11(c) below.

c. Mediation. Subject to Section 8.11(b), the parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties covenant that they will use commercially reasonable efforts in participating in the mediation. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

The parties further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

d. Litigation or Arbitration as a Final Resort. If the parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, within ninety (90) calendar days after the Escalation to Mediation Date, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of Section 8.06 herein..

8.12. Force Majeure. Lakeland shall use reasonable efforts to furnish to Bartlett the services provided for in this Agreement. Additionally, neither party shall be deemed in default hereunder, nor shall either party be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, pandemics, acts of governmental authorities (excluding the parties to this Agreement) or acts of nature or other similar cause.

8.13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective heirs, legal representatives, successors, and assigns. This Agreement may not be assigned without the prior written consent of the other party.

8.14. No Third-Party Benefit. Any provision herein to the contrary notwithstanding, it is agreed that none of the obligations hereunder of either Party shall run to, or be enforceable by, any party other than the other party to this Agreement.

8.15. Other Instruments/Actions. The Parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between the Parties and as against third parties.

8.16. Headings. Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

8.17. Exhibits. All Exhibits to this Agreement are hereby incorporated herein by reference as if fully copied herein verbatim.

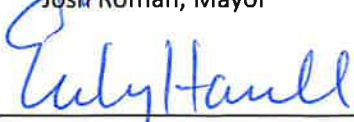
8.18. Counterparts. This Agreement may be signed in counterpart signature pages, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or electronically, and any such signature shall have the same legal effect as an original.


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IN WITNESS WHEREOF, This Agreement has been duly executed by the authorized representatives of the parties as set forth below.

CITY OF LAKELAND

By: 
Josh Roman, Mayor

By: 
Emily Harrell, City Engineer

Approved as to form:

Will Patterson, City Attorney

CITY OF BARTLETT

By: 
David Parsons, Mayor

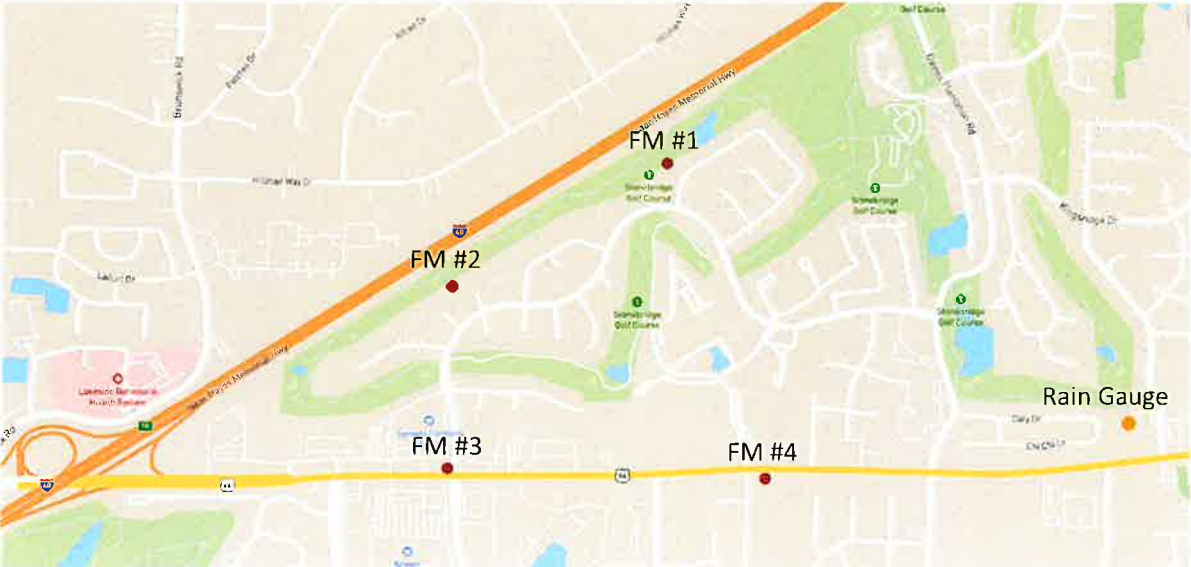
By: 
John Horne, City Engineer

Approved as to form:

Ed McKenney, City Attorney

APPENDIX A

FLOW METER LOCATIONS

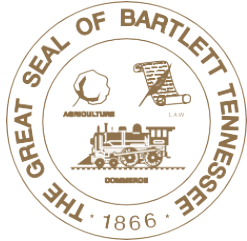


APPENDIX B

2024 ESTIMATE OF PERCENT FLOW PER BASIN

**Board of Mayor and Aldermen
February 10, 2026**

Item Memo



Consent Summary:

Formal Body:

Attachments:
Appointments to Boards--2026--Agenda

BARTLETT ARTS COUNCIL

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Sims, Courtney	9/30/2027	New Appointment (Replacing Donia Wade)

BARTLETT STATION COMMISSION

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Boston, Bob	12/31/2031	Re-appoint
Clinton, Kris	12/31/2031	Re-appoint
Higdon, Alan	12/31/2031	Re-appoint
Puryear, Amber	12/31/2027	New Appointment (Formerly Andrew Gay's position)

BEER BOARD

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Russell, Eric	12/31/2027	Re-appoint
Sidle, Jason	12/31/2027	Re-appoint

BOARD OF ZONING APPEALS

NAME	SPECIAL NOTES	TERM EXPIRES	NEW/ RE-APPOINT
Conway, Don	Planning Commission Member	12/31/2026	New Appointment (Formerly John Conroy's position)

BPACC ADVISORY BOARD

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Weisfeld, Linda	12/31/2028	New Appointment (Formerly Polly Schrimper's position)
Winkler, Hank	12/31/2028	Re-appoint
Yoshida, Mark	12/31/2028	New Appointment (Formerly Sandy Dunn's position)

CITY BEAUTIFUL COMMISSION

NAME	TERM EXPIRES	NEW / RE-APPOINT
Ballard, Tina	12/31/2028	Re-appoint
Chandler, Mary	12/31/2028	New Appointment (Replacing Karen Winemiller)
Cole-Reeder, Corinna	12/31/2028	Re-appoint
Gilmer, Kenneth	12/31/2028	Re-appoint
Martin, Mike	12/31/2028	Re-appoint
Robertson, Kathleen	12/31/2028	Re-appoint

CODE APPEALS BOARD

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Ray, Wayne	12/31/2027	Re-appoint
Williams, Warrie	12/31/2027	Re-appoint

DESIGN REVIEW COMMISSION

NAME	SPECIAL NOTES	TERM EXPIRES	NEW/ RE-APPOINT
Canup, Tyler	Lighting Engineer	12/31/2027	Re-appoint
Evans, Greg	Mechanical Engineer	12/31/2027	Re-appoint
Hodgkins, Steve	Citizen Member	12/31/2027	Re-appoint

FAMILY ASSISTANCE COMMISSION

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Mullins, Glen	12/31/2028	New Appointment (Formerly Ken Twiss' position)
Sykes, Jason	12/31/2028	Re-appoint

GRIEVANCE REVIEW BOARD

NAME	SPECIAL NOTES	TERM EXPIRES	NEW/ RE-APPOINT
Bradley, Mirian	Public Works/Utilities/Engineering Representative	12/31/2026	Re-appoint
Dodson, Mona	Administrative Representative (Admin., Parks, Court, BPACC)	12/31/2026	Re-appoint
Maser, Jeremy	Public Safety Representative (Fire, EMS, Police, Codes)	12/31/2026	Re-appoint
Miller, Bruce	Citizen member	12/31/2026	Re-appoint
Rasbach, Ted	Citizen member	12/31/2026	Re-appoint
Young, Jack (Chairman)	Alderman	12/31/2026	Re-appoint

INDUSTRIAL DEVELOPMENT BOARD

NAME	TERM EXPIRES	NEW/ RE-APPOINT
McElya, Mike	1/25/2030	Re-appoint
Morris, Bob	1/25/2030	Re-appoint
Sykes, Jason	1/25/2030	New Appointment (Replacing Dexter Muller)

PARKS AND REC. ADVISORY BD.

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Bookas, Deborah	12/31/2028	Re-appoint
Ireland, Paul	12/31/2028	Re-appoint
Pugsley, Shane	12/31/2028	Re-appoint

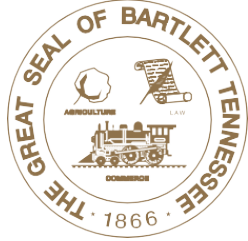
PLANNING COMMISSION

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Demetriou, Ken	12/31/2028	Re-appoint
Jowers, Randy	12/31/2027	New Appointment (Replacing John Conroy)

STORM WATER BOARD OF APPEALS

NAME	TERM EXPIRES	NEW/ RE-APPOINT
Lamb, James D. (Jim)	12/31/2029	Re-appoint

**Board of Mayor and Aldermen
February 10, 2026**



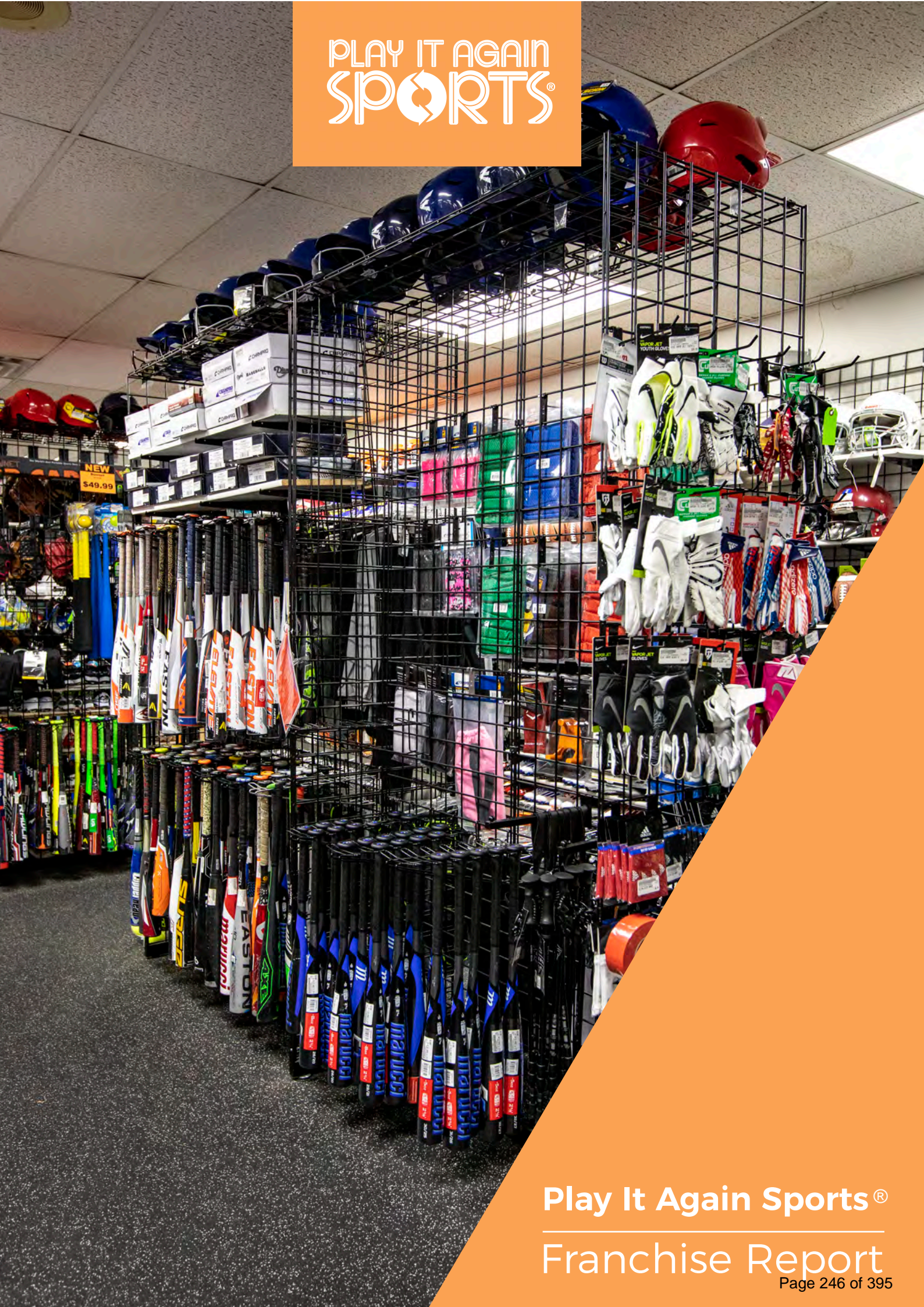
Item Memo

Consent Summary:

Formal Body:

Attachments:

PIAS 2024 Franchise Report_Compresed, Play It Again Sports SUP, Res 04-26 SUP
Play It Again Sports 2849 Bartlett Blvd



Dear Prospective Franchise Owner

On behalf of the entire Winmark® team, and our franchise brand of over 850 franchisees and 1,300+ stores, we want to thank you for your initial interest in joining our family.

As you may know, Winmark - the Resale Company® is the proud leader of 5 resale retail brands that are family-friendly, value-oriented and focused on community service. Our brands have been on the forefront of sustainability by doing our part by building a business model around the idea of reducing the amount of waste by giving consumers the chance to buy and sell quality used items. We are extremely proud of our franchisees who represent our great brands in the US and Canada and are thrilled you are interested in joining us.

The Play It Again Sports business model is stronger than ever! The main reason for this is because Play It Again Sports has remained true to its major point of difference: our used products. We have remained a top choice of families with growing kids in communities throughout North America. At Play It Again Sports, we believe in what we do, and our franchisees understand the daily importance of staying involved with the teams, leagues and associations in their communities. We take pride in offering our customers the best in product knowledge, customer service and value in the industry.

Our mission is to continue to deliver high-quality used and new sporting goods equipment in a fun and convenient environment, while doing good for our world as well. Our franchisees delight every day in helping their customers find the sporting goods and fitness equipment they want, at prices they can afford. Our stores help children and adults maintain an active, healthy lifestyle through sports and fitness without emptying their wallets.

At Winmark, our franchisees' success is paramount to our own success, and we protect those investments in our brands as if they were our own. We appreciate the confidence our franchisees have placed in our brands, our support and our systems, and we work diligently every day to continue to improve upon our past successes. We understand you have many options to invest your hard-earned money, and we take our role as your financial stewards very seriously.

We appreciate you giving us the opportunity to tell you a little more about our Winmark family and what we offer our franchise partners. We hope that you will join us on your journey into business ownership!

Executive Summary

The complete story about Play It Again Sports® goes beyond the successful and profitable venture of buying and selling used and new sports and fitness equipment. To fully understand our brand and our customer, you need to embrace the emotional connection you will make with your customer and your community as a franchisee of Play It Again Sports. Every day, parents are shopping for their fast-growing kids to keep them involved and competitive in their sport of choice, whether it be a team sport such as hockey, baseball, lacrosse, soccer or football, or an individual sport such as skiing, snowboarding, or tennis. But, given that kids outgrow their equipment before they ever wear it out and many families today are on a budget and can seldom afford to keep up, they must make difficult decisions on where to spend their money.

Couple this with the fact that they have perfectly good sports and fitness equipment at home that they or their children no longer use, and you have found the perfect Play It Again Sports customer. Play It Again Sports gives parents the perfect venue to bring in their sports and fitness equipment and turn it into cash in our stores, while simultaneously finding brand new and quality used equipment in one convenient place at prices up to 90 percent off of regular retail pricing.

Nowhere else can parents and their kids find all the brands they love at prices they can afford and turn their old equipment into cash to help them trade in and trade up.

And what we do at Play It Again Sports resonates with our audience. Our customers care about the Earth and how excess waste negatively impacts the environment. They were born into the recycling generation and have embraced the idea of reuse and recycle in meaningful ways in many facets of their daily lives. They align with companies that share their vision for a cleaner and healthier Earth, and Play It Again Sports shares these core values with them. We promote this belief every day that we purchase goods from our customers, thus keeping them out of landfills and re-purposing them for another customer to use and enjoy.

Let's face it, shopping for sports equipment is fun! It's a great feeling swinging a new golf club, trying on a pair of

skates, checking out the new technology in a baseball bat or testing out a bike.

At Play It Again Sports, you'll be able to offer your customers the complete equipment solution to their sports and fitness needs by offering both quality and brand-name sporting and fitness equipment at a savings. People have a passion for sports, and whether they play for fun or competition, their equipment is important to them and must feel and look great, giving them the competitive edge and confidence they seek.

Where better to do that than at a locally owned sporting goods store that has the product knowledge, the customer experience and the assortment of new and used equipment, all at an affordable price? And the best part is that at Play It Again Sports, our customers can come back every season to trade in their old gear for their next size up or for equipment in the new sport they are now playing.



Executive Summary

CONTINUED

Parents love shopping for brand-name sports gear and fitness equipment. They also love a bargain – and buying brand-name gear at a fabulous discount is even better. It's a trend that will never go away, which is helping spur the continuous growth of the resale segment in the \$65 billion retail sporting goods industry. Play It Again Sports®, one of five franchise brands of Winmark Corporation, has been the leader in the sports and fitness equipment resale sector since 1988.

As an established retail franchise leader in the sporting goods resale space, Play It Again Sports offers new and quality used, brand-name sports and fitness equipment at a fraction of the retail cost to parents. With more than 290 locations, Play It Again Sports is the recognized leader in the sporting goods resale industry in North America.

Here's What We'll Cover in This Report



The status of the resale and franchise industries and Play It Again Sports



A profile of the demographics shopping at Play It Again Sports



A look at the franchise business model and Winmark®



The kind of franchisees with whom Winmark wants to form a partnership



The investment required to open a Play It Again Sports



Franchisee testimonials



Frequently asked questions



Steps to become part of the Winmark family as a Play It Again Sports franchisee

Franchisees are attracted to Winmark's proven brands and concepts, their leadership position in the industry and their best-in-class support. They appreciate being able to tap into Winmark's nearly 30 years of franchising experience. Franchisees enjoy limited competition in the categories the brands represent, which contributes to high profit margins. Given the tremendous reputation of the brands, the first-class systems and support, and the unit level economics, many Winmark franchisees even become multi-brand owners.

Resale Industry Overview



The resale business is a \$20+ billion industry and one of the fastest growing segments of the retail industry, according to the National Association of Resale and Thrift Stores (NARTS), the world's largest trade association representing the resale industry. In the past two years, the resale industry has experienced a 7% growth rate in the number of stores. There are currently more than 25,000 resale, consignment and Not For Profit resale shops in the United States.

There are a few reasons for the growing popularity of resale stores in the United States:

1. Appeal Across Income Levels

Resale shopping appeals to a wide range of demographics and income levels.

Because so many people were scaling back, they discovered or were reintroduced to resale shopping where they could buy sporting and fitness equipment for a fraction of the original price.

At the same time, they learned they could also sell quality used items to resale stores. While the economy has improved, smart consumers are still looking for a good deal and are frequently shopping high-quality used items at resale stores, allowing them to spend the money they saved in other areas of their lives.

2. “Green” Consumerism

More consumers care about the environment and recycling than ever before. Rather than disposing of items that will end up in landfills, people are choosing to sell unwanted and unneeded items to resale shops.

This also saves consumers from spending time and energy attempting to sell the items themselves through garage sales, social media or classified advertisement websites.

Earth-conscious consumers also take pride in purchasing items from resale stores like Play It Again Sports®. While being kind to the earth they still come away feeling the joy of discovering a great deal for high-quality sports and fitness equipment at a great price.

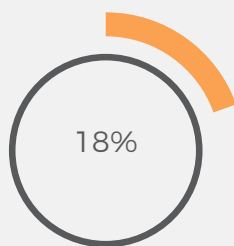


3. High Demand

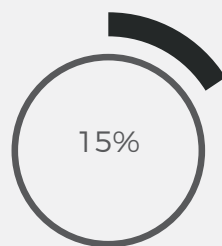
The demand is now being fueled by the increasing opportunities to buy like-new equipment, accessories and other items.

According to NARTS, **16 - 18%** of consumers will shop at a thrift store and **12 - 15%** will shop at a resale/consignment shop in a year.

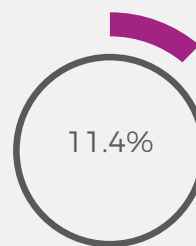
This is impressive considering **11.4%** of consumers will shop at factory outlet malls and **19.6%** will shop at apparel stores.



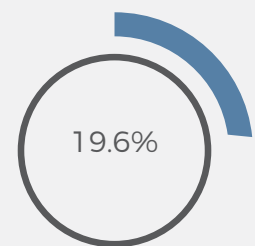
Consumers Shopping at Thrift Stores



Consumers Shopping at Resale Shops



Consumers Shopping at Factory Outlet Malls



Consumers Shopping at Apparel Stores

Customer Profile



Play It Again Sports® customers are typically parents of children between the ages of 4 and 16 years old. They are from middle- to upper-income households and are involved in youth sports programs, from having a child enrolled in a league to coaching. They are typically working and stay-at-home moms in search of quality used gear in sports including, hockey, baseball, softball, soccer, golf, football, lacrosse, water and snow sports gear, and fitness equipment at affordable, family-friendly prices. Because of this, Play It Again Sports is the largest sporting goods retail chain selling new and used sports merchandise and the recognized leader in the sporting goods resale industry in North America.

Play It Again Sports' customers appreciate receiving cash on the spot for their quality used sports equipment. Parents enjoy leaving the store with cash in hand or with new sports gear purchased at prices up to 90% off regular retail pricing. Customers also appreciate the large selection of new items, which make up

on average, 60% of each store's inventory. This makes us a major player in the new sports gear industry. Sellers like having a location where they can receive cash on the spot or trade for new or used products in the store that day. Play It Again Sports buys and sells

all types of sports gear and fitness equipment, including most major team sports as well as individual sports and recreational activities.

While Play It Again Sports target audience may change depending on the season, its audience primarily consists of the following:

Customer Profile

PRIMARY MARKET

25- to 54-year-old parents
with kids ages 4-16

This customer buys from
and sells to Play It Again
Sports®



TARGETED DEMOGRAPHICS WILL VARY BY PRODUCT CATEGORY:

25- to 54-year-olds
Fitness – Strength, 25- to 54-year-olds, skews male
Fitness – Cardio, 25- to 54-year-olds, skews female
Snow Sports – Snowboards, 12- to 25-year-olds, skews male
Snow Sports – Skiing, 18- to 45-year-olds, skews female
Hockey, 25- to 54-year-old parents with children between the ages of 4 and 16
Baseball/Softball, 25- to 54-year-old parents with children between the ages of 4 and 16
Lacrosse, 25- to 54-year-old parents with children between the ages of 4 and 16
Soccer, 25- to 54-year-old parents with children between the ages of 4 and 16
Football, 25- to 54-year-old parents with children between the ages of 8 and 16
Skateboards/Roller Hockey/Inline Skating, 12- to 25-year-old males, 18- to 45-year-old females

Customer Profile

PRIMARY MARKET



MORE ABOUT THIS MARKET

Shops frequently at a variety of big box and specialty sporting goods retail stores

Safety is of the utmost importance

Expects to see value in what they have purchased

Needs to feel they have been paid fairly for their items, respected and taken seriously

Expects knowledgeable staff to help them purchase the right products

Expects courteous service for an enjoyable shopping experience

Values and appreciates a one-stop-shop for all their sporting good needs

Expects convenience of location

Expects a clean and well-maintained store

Customer Profile

SECONDARY MARKET

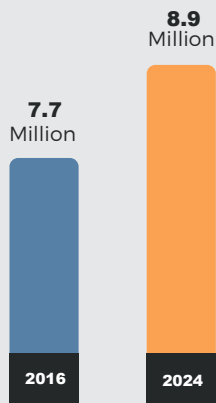
18 - 55 divided between male and female

This customer mainly buys from Play It Again Sports®, but may sell certain categories as their sport needs change

This customer is value-oriented and most interested in a unique and positive shopping/customer experience



A Look at the Franchise Model



Employment Through Franchising

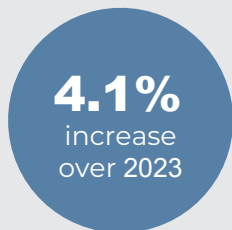
Franchising is an engine for economic growth in the U.S.

In 2016, more than 7.7 million people in the United States were employed through franchised enterprises. In 2024, it's expected more than 8.9 million people will have jobs thanks to a projected 821,589 franchise establishments, according to a 2024 report on the economic impact of franchise businesses by the International Franchise Association. Job growth in the franchise sector has outpaced growth in all other sectors economy-wide.

According to a 2024 IFA report, the overall number of franchise establishments will increase by almost 15,000 units, or 1.9%, to nearly 822,000 units. Franchising will add approximately 221,000 jobs in 2024. Total franchise output will increase by 4.1%, from \$860 billion in 2023 to \$893.9 billion in 2024. Compared with 2022, franchises' GDP will grow at a slightly slower pace of 4.3% to \$545.8 billion. Franchises' GDP share of the overall economy will remain stable at 3%.

Economic Output

\$893.9
BILLION



Contribution to GDP

\$545.8
BILLION



The franchise model can best be described as being in business for yourself, not by yourself. The model consists of the franchisor – a company or person who grants a license to another company or person to conduct business using the franchisor's product or service, trademark and name – and the franchisee, the party receiving the license. A franchisor typically receives a franchise fee and a royalty based on a percentage of the franchisee's sales. It's a proven way of helping entrepreneurs become business owners with franchisors providing name recognition, training, marketing, operating systems and support in return.

The amount of investment to buy a franchise varies widely and depends on the industry and the type of business. Start-up costs can run anywhere from tens of thousands of dollars to over \$1 million. Franchise fees and the cost of rent or property ownership for the franchise location are major factors.

Budding entrepreneurs should be suited to the industry, the franchise concept they're interested in and to the franchise system in general. Potential franchisees should do their due diligence, researching industries, companies, financing options and best practices of successful franchisees.

Going through a company's franchise disclosure document, or FDD, is a must. The FDD provides important information about the franchisor and franchise system.

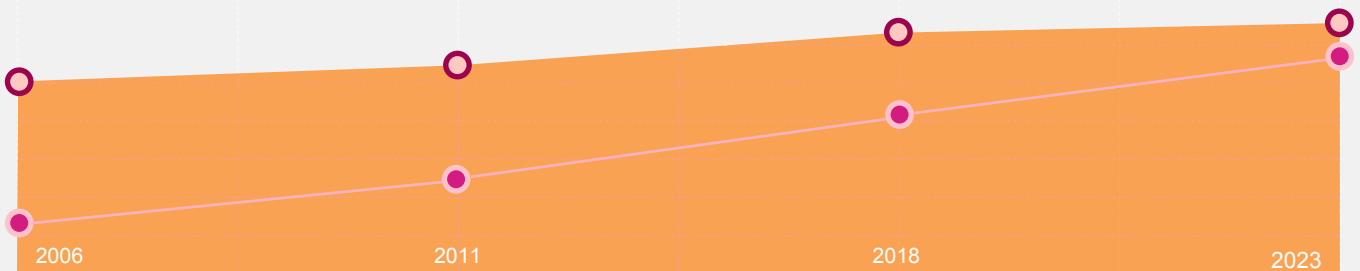
Combining resale and franchising, two industries that are trending upward, is a win-win for franchisees in the retail sector.



**There are 805,436
Franchise Locations
Spanning Over 120
Different Industries
in the United States**

Franchisor Overview

Winmark Corporation, a publicly held company, was founded in 1988 when it bought the franchising rights for Play It Again Sports® and continued to grow with the acquisition of the franchising rights for Once Upon A Child® in 1993. Winmark® then added Music Go Round® in 1994, Plato’s Closet® in 1998 and Style Encore® in 2013. With 1,319 current and coming soon locations, and \$1.6 billion in annual sales, Winmark is the recognized leader in the resale industry.



	2006	2011	2018	2023
System-wide Sales Growth	\$494M	\$760M	\$1.1B	\$1.6B
Overall Store Count	824	1,092	1,241	1,319

Winmark brands buy quality used and new items and then sell that merchandise to customers at prices well below regular retail pricing. Winmark brand stores are selective about what they buy, which allows them to build an inventory of quality used brand-name merchandise that appeals to its customer base.

Stores have a bright, fresh look made to ensure a positive shopping experience. Locations establish loyal customers following a consistent stream of new inventory choices each week. Customers quickly become brand fanatics and extremely loyal, either looking for great savings on a product or a place to sell their quality used items. Winmark brands were “green” before green was cool, recycling 1.7 billion items in its respective communities since 2010.

Winmark continues growing with more than 2,800 territories in the United States and Canada open for development providing support, solutions and partnerships to small-business owners for over 30 years.

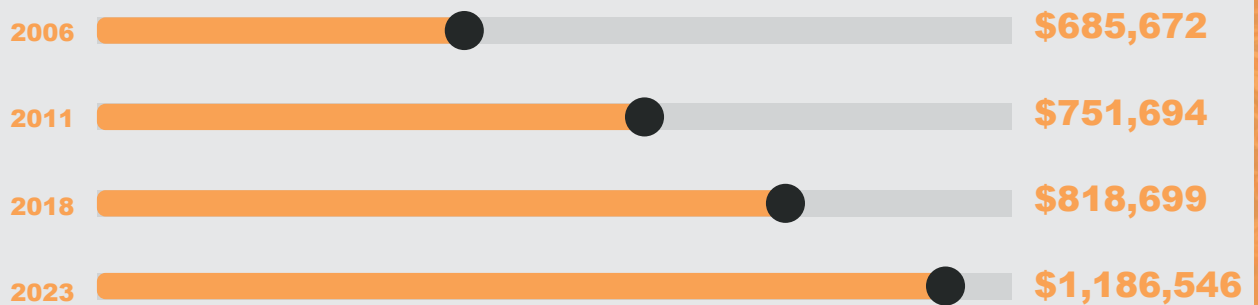
From sports equipment and baby clothes to in-style fashion and music gear, each franchise offers quality used merchandise for resale. Winmark focuses on continually growing its best-in-class brands, systems, people and support, so its franchisees can focus on the in-store execution and running a successful business while supporting the needs of their local communities.

Plato’s Closet, Once Upon A Child and Play it Again Sports have been ranked in *Entrepreneur* magazine’s prestigious Franchise 500, which recognizes the nation’s top franchise opportunities every year.





Play it Again Sports® Sales Growth – Average Gross Sales*



*The Average Store numbers are the 2023 Average Gross Sales and Average Gross Profit amounts stated in Item 19 of the 2024 Play It Again Sports® Franchise Disclosure Documents (as reported by the 260 stores that had been in operation at least one year as of December 30, 2023). Of the 260 stores, 97 or 37% of the stores attained or exceeded the Average Gross Sales and 100 or 38% of the stores attained or exceeded the Average Gross Profit.

Winmark® Support

WHAT DOES WINMARK OFFER?

Winmark Corporation is committed to its franchisees' success and provides owners extensive classroom and in-store training and support necessary to operate a high-margin retail business in their communities.



Business planning



Retail site selection assistance



Store design, layout and set-up



Inventory management and planning



Franchise product, style and trend training



Professional marketing and merchandising materials



Customer service



Buy training for our used products



Store operations and support



Human resources and employment law



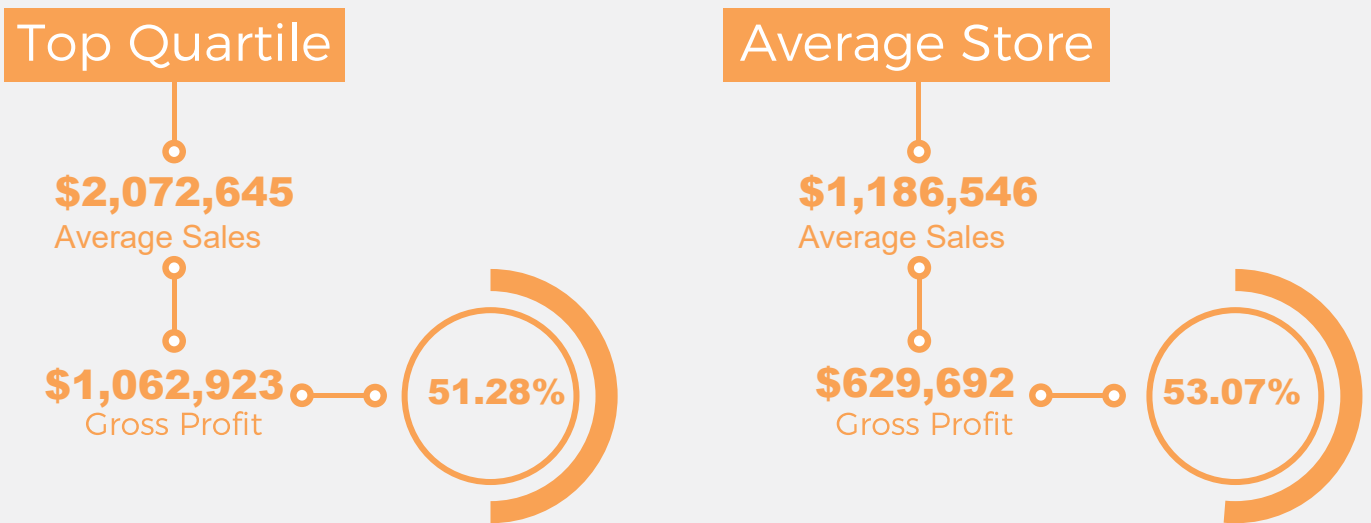
Proprietary computer systems training

In addition, Winmark offers ongoing small business consultation support from field operations staff. Field Operations Managers provide operations, financial analysis and small business development support to franchisees with a focus on improving each location's operational and financial performance.

Franchisees also have access to Support Center Technicians who assist in their use of technology related software and hardware. Support Center Technicians diagnose and resolve issues relating to the company's proprietary and third-party software, networks, hardware, and peripherals.

Top-Line Revenue*

Play It Again Sports®, the recognized leader in the sports and fitness resale industry, is over 290 stores strong with several stores in the process of opening. The most successful store owners excel at following the franchise system, integrating their stores into their communities and developing a sound advertising and local marketing plan.



*The Average Store numbers are the 2023 Average Gross Sales and Average Gross Profit amounts stated in Item 19 of the 2024 Play It Again Sports® Franchise Disclosure Documents (as reported by the 260 stores that had been in operation at least one year as of December 30, 2023). Of the 260 stores, 97 or 37% of the stores attained or exceeded the Average Gross Sales and 100 or 38% of the stores attained or exceeded the Average Gross Profit. The top quartile Average Gross Sales and Average Gross Profit only relates to the 65 Play It Again Sports® Stores that ranked in the top 25% of the gross sales range. Of the 65 stores in the top quartile, 17 or 26% of the stores attained or exceeded the top quartile Average Gross Sales and 20 or 31% of the stores attained or exceeded the top quartile Average Gross Profit. A new franchisee's results will likely differ from these results.



Target Franchisee Profile

BACKGROUND

Franchisee candidates must:

Be prepared to invest
\$314,100 - \$420,500

Have at least \$90,000 to
\$105,000 cash or liquid assets

Have equity to collateralize a
loan for the remaining balance



Play It Again Sports® franchisees are usually individuals or couples, typically between the ages of 30 and 55, that first experienced our brand as customers, or they were referred by someone who shopped at the store and realized there was a need for one in their community. They believe in the concept, embrace the idea of recycling for the good of the environment and want to bring a store to service those in need in their community.

Play It Again Sports franchisees come from a wide variety of personal and professional backgrounds, including many from corporate America, the military and people who may be re-entering the working world after caring for young children. They see owning a Play It Again Sports store as a good way to give back to the community because the concept involves recycling high-quality used sporting goods and selling it at a price well below regular retail.

Franchisee Testimonials



Visible Demand

Joe and Leah P., owners of Play It Again Sports® (8 Years)

"We have a couple of kids and had been shopping at Play It Again Sports prior to even considering buying a franchise. When the time came, we called and spoke with a couple of Play It Again Sports franchisees in our area. We started the franchise because we felt there was a real need in our community for used sporting goods. We have a few new sporting goods stores in our area, but there was no service that provided a used aspect to it."



Career Change

Brent and Cynthia W. owners of two Play It Again Sports (3 years)

"After working for years with many Play It Again Sports stores selling them Used gear and equipment, a local franchise posted a "For Sale" sign. Our focus in working with Play It Again Sports changed. After we researched the initial investment required and the scope of the business, we decided to purchase our first store. Since then we have expanded to buy a second franchise and we have been grateful ever since. Our local ownership has been rewarding to be able to interact with our community in a meaningful way, which provides quality new and Used sports and fitness gear at prices well below the big box stores.

As we look for other opportunities to expand into buying another franchise location, we are hopeful to continue to focus on building customer loyalty by acquiring Used in-demand sports and fitness merchandise from our customers."



Franchise Model

Rob L. & Cory E. owner of Play It Again Sports (1 year)

"The best decision we ever made was making the jump from management to ownership. We've owned our Play It Again Sports store for just over a year now and couldn't be happier. The best part of being a Win mark franchise is having the support of a franchiser when needed but also the freedom to run our business our own way and in our own style."



Community Impact

Erich K. owner of Play It Again Sports (1 year)

"As someone with a military and law enforcement background I found the opportunity to own my own business an exciting endeavor. Upon opening my store, I was able to quickly identify and develop opportunities to uniquely integrate with my community. By providing not only a valuable, but sustainable service of offering great quality used equipment, I've been humbled and even surprised to see the daily growth of my business. As the CFO "Chief Fun Officer", I love talking to young athletes and parents, and supporting local teams and leagues, park districts, nonprofits and underserved communities. I'm beyond grateful for this new career and look forward to continuing to provide a much needed service to my community for years to come."

FAQs

How long has Winmark® and Play It Again Sports® been in business?

Winmark Corporation has been in business since 1988 with the acquisition of the Play It Again Sports franchise. Winmark has been supporting small business franchisees for over 35 years with best-in-class point-of-sale systems, world-class support and the best business model in resale.

How much money can I make as a franchisee?

The financial return you will realize as an owner of any small business will depend on many factors, including how well you perform and follow the franchise system, your plan for advertising the business and your ability to integrate the business into your community. Starting a new business involves some level of risk, so we encourage you to speak with our franchisees to learn about their experience and satisfaction with the business – both personally and financially. By talking with franchisees, you will be able to understand the business' potential and what is necessary to be successful.

What is the average annual gross sales for Play It Again Sports?

In 2023, the average Play It Again Sports store had sales of \$1,186,546 with an average gross profit of \$629,692. The top quartile of Play It Again Sports stores had average sales of \$2,072,645 with an average gross profit of \$1,062,923.*

How will I acquire my initial inventory?

During training, you will learn how to utilize our proprietary computer system to purchase and price inventory. Your store will open to buy quality used items (without selling anything until the grand opening) for a period of approximately 8-to-10 weeks before your grand opening. In addition you will learn how to acquire quality used sports and fitness equipment before your store begins its in-store buying process.

Will Winmark provide financing for my store?

Winmark does not provide direct financing. Our franchisees secure their financing through third-party lending sources with most utilizing Small Business Association loans. Winmark will assist you in preparing a comprehensive business plan to assist in obtaining an SBA loan or other financing once you've become a franchisee. All Winmark brands are listed on the SBA's Franchise Registry, which helps streamline the process. Visit www.franchiseregistry.com to learn more.

Will Winmark help me find a location?

Most of our franchisees have never owned a franchise before, so they haven't been through the process of finding and negotiating a retail lease. Winmark and local and national tenant brokers will assist with everything from site review and selection all the way to the signed lease. With five brands and 1,319 locations, we're familiar with nearly every market in North America. The lease is one of the largest financial commitments you'll have with opening this or any brick-and-mortar business. With our experienced guidance on the economics of the lease, you can be confident you will find a retail space that meets the Play It Again Sports criteria as well as your business plan.

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Next Steps

Thank you for taking the time to learn more about the Play It Again Sports® brand and our franchise opportunity.

If you're interested in owning a Play It Again Sports location, please speak with a franchise developer about how you and any business partners can financially pre-qualify. Once qualified, your next steps include:

Continued Research and Due Diligence

Make sure any questions you have are answered and that you are fully informed.

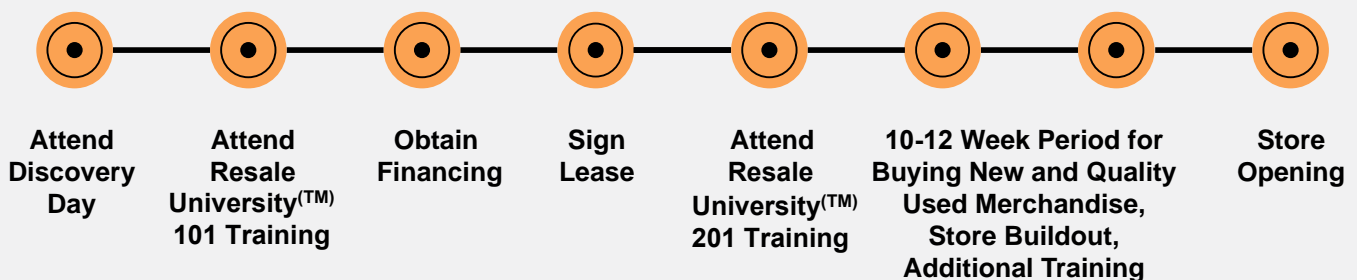
Visiting Stores

Observing Play It Again Sports firsthand is the best way to see how the store operates. Franchisees can share information on what you will experience moving forward.

Attending Discovery Day

We extend Discovery Day invitations to candidates who are financially qualified and ready to take the final step in our franchisee award process. Discovery Day allows us to answer additional questions you may have and allows you to visit with your Winmark® support team as well as other franchisee candidates.

Your interest in joining the Winmark family of brands is appreciated. We look forward to continuing our conversation on how we can become partners to achieve your business ownership goals.



*Typical store opening timeframe is 9 months after signing the Franchise Agreement.

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 Special Use Permit Approval

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

Requested Special Use Buy/Sell NEW unused Sports Equipment
Property Address 2849 Bartlett Blvd Bartlett TN 38134
Present Zoning GB-MS

Owner/Developer Contact Joseph Barton Phone 901-634-2564
Company Name Play it again Sports Fax _____
Address 3883 Melanie Lane DR. Bartlett, TN 38135
Email Address Baseballbarton@gmail.com

Architect Contact _____ Phone _____
Company Name _____ Fax _____
Address _____
Email Address _____

Engineer Contact _____ Phone _____
Company Name _____ Fax _____
Address _____
Email Address _____

Submitted by Joseph Barton [Signature] 11/25/25
(printed name) (signature) (date)
Email Address _____ Phone _____ Fax _____

- _____ Acknowledge (by initials in the blank to the left) that the "Application Instructions: Planning Commission" were obtained and read prior to submitting this application.
- _____ Attach a checked-off "Special Use Permit Checklist" and all items required therein.
- _____ Provide 18-folded ($\pm 10'' \times 13''$) 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 \$500 for five (5) acres or less, plus \$50 per acre (after the first five) to a maximum of \$3,000. The fee is not refundable.

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

Joseph Barton [Signature] NOV 25 2025
(print name) (signature) (date)

RECEIVED
NOV 25 2025

CITY OF BARTLETT

Special Use Permit Checklist

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

- I. Plot plan, drawn to scale, showing the following information for each parcel, (several parcels may be included on one sheet):
 - A. Adjoining public street rights-of-way
 - B. Area (acres)
 - C. Present zoning
 - D. Requested special use, including purpose (attach statement, one page maximum)
 - E. Area in which buildings are proposed to be located, showing setback dimensions from line.
 - F. Drainage
 - G. Ingress and egress to the property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
 - H. Off-street parking and loading areas where required, with particular attention to the items in (G) above and the economic, noise, glare, or odor effects of the special permit on adjoining properties and properties in the district.
 - I. Refuse and service areas, with particular reference to the items in (G) and (H) above.
 - J. Utilities with reference to locations, availability, and compatibility.
 - K. Screening and buffering with reference to type, dimensions, and character.
 - L. Type and location of any easements.

- M. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
- N. Required yards and other open spaces
- O. General compatibility with adjacent properties and other properties in the district
- P. If Site Plan application and approval are necessary, conformance to Tree Ordinance is required.
- Q. Other pertinent information considered relevant as required through staff consultation.
- R. Legal description (may be attached to plot plan).
- S. One (1) PDF file of the plot plan, for display at the Planning Commission meeting.

Vicinity Map

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

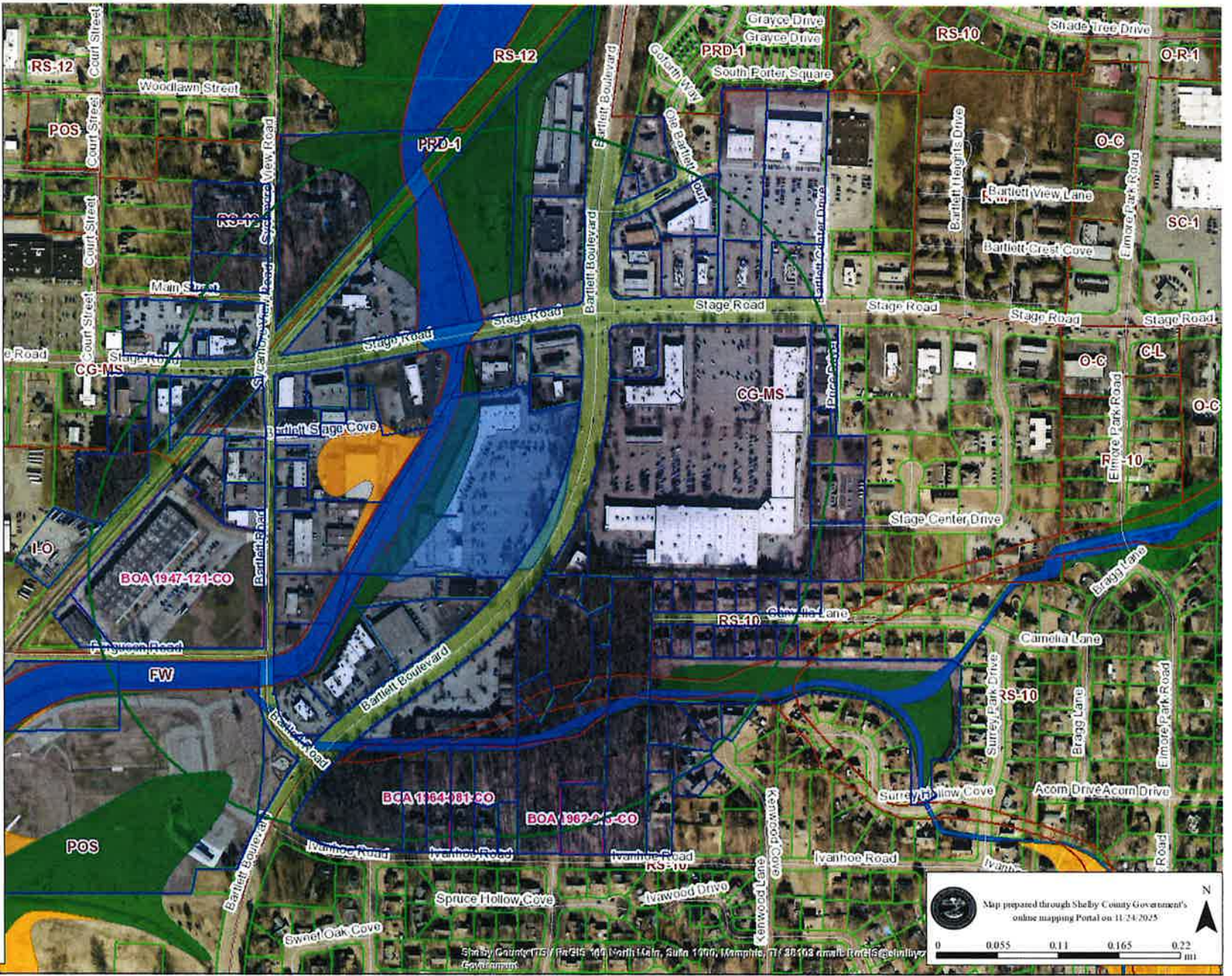
Property Owners

- I. 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 copy of the mailing labels may serve as the list.
- II. Self-adhesive mailing labels for the list of property owners (two sets).

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

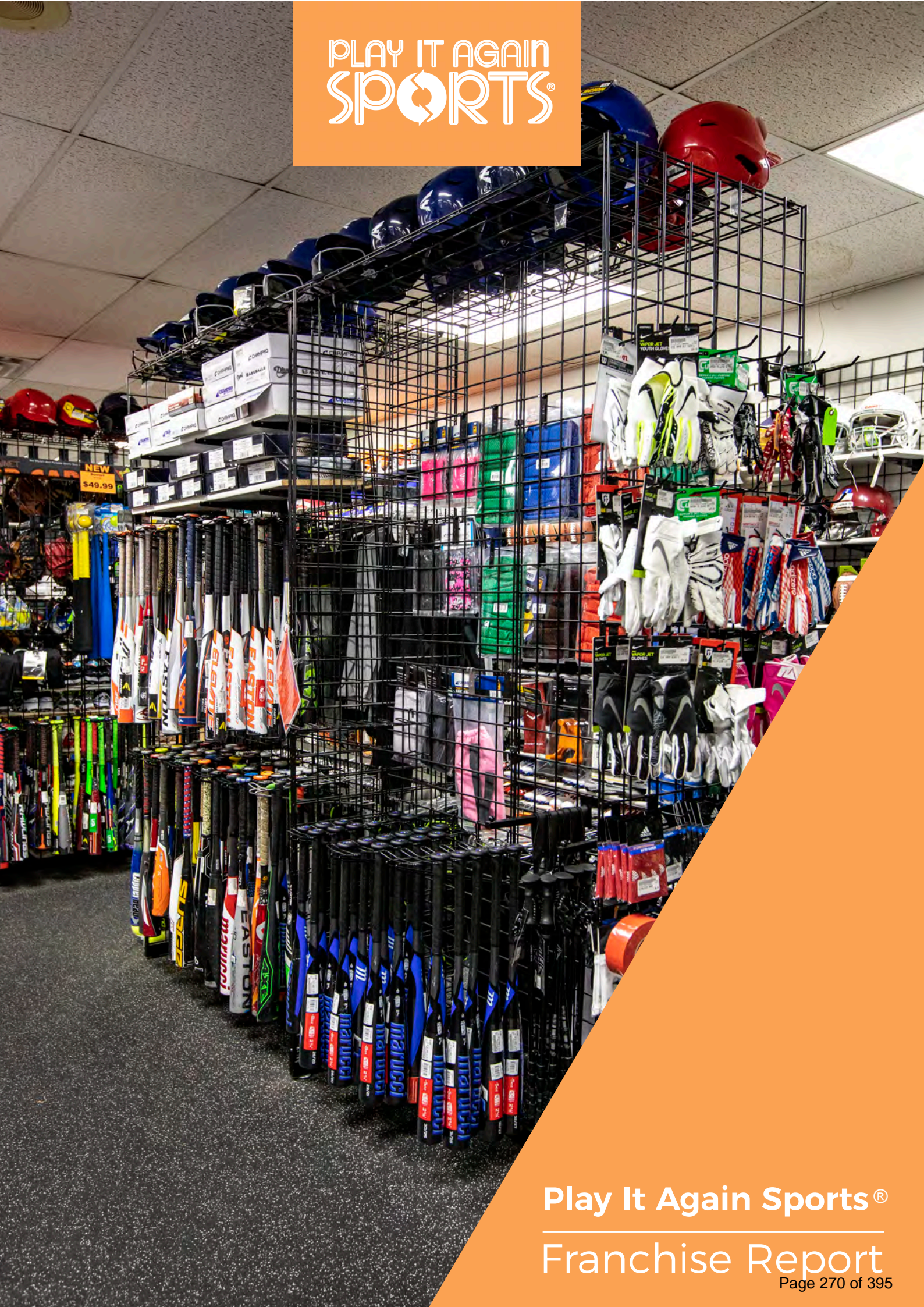


- Zoning Cases
- Shelby County Zoning
- Arlington Zoning
- Bartlett Zoning
- Collerville Zoning
- Germantown Zoning
- Lakeland Zoning
- Millington Zoning
- Overlay Districts**
- Central Business Improvement District
- Downtown Fire District
- Fletcher Creek Overlay
- Medical District Overlay
- Midtown Overlay
- Transit Overlay District Overlay
- University District Overlay
- Residential Corridors
- Moratorium Zones
- Brown Field Properties
- Street Frontage Overlay District**
- Shopfront
- Pedestrian
- Urban
- Transitional
- Commercial
- Contextual Infill
- Flood Zones**
- Area of Minimal Flood Hazard
- Area with Reduced Flood Risk Due to Levee
- 0.2 % Annual Chance Flood Hazard
- Floodplain
- Floodway
- Parcels



Shelby County GIS/PA 215 100 North Main, Suite 1100, Memphis, TN 38103 email: PA@GIS.shelbycountytg.com

Map prepared through Shelby County Government's online mapping Portal on 11-24-2025



Dear Prospective Franchise Owner

On behalf of the entire Winmark® team, and our franchise brand of over 850 franchisees and 1,300+ stores, we want to thank you for your initial interest in joining our family.

As you may know, Winmark - the Resale Company® is the proud leader of 5 resale retail brands that are family-friendly, value-oriented and focused on community service. Our brands have been on the forefront of sustainability by doing our part by building a business model around the idea of reducing the amount of waste by giving consumers the chance to buy and sell quality used items. We are extremely proud of our franchisees who represent our great brands in the US and Canada and are thrilled you are interested in joining us.

The Play It Again Sports business model is stronger than ever! The main reason for this is because Play It Again Sports has remained true to its major point of difference: our used products. We have remained a top choice of families with growing kids in communities throughout North America. At Play It Again Sports, we believe in what we do, and our franchisees understand the daily importance of staying involved with the teams, leagues and associations in their communities. We take pride in offering our customers the best in product knowledge, customer service and value in the industry.

Our mission is to continue to deliver high-quality used and new sporting goods equipment in a fun and convenient environment, while doing good for our world as well. Our franchisees delight every day in helping their customers find the sporting goods and fitness equipment they want, at prices they can afford. Our stores help children and adults maintain an active, healthy lifestyle through sports and fitness without emptying their wallets.

At Winmark, our franchisees' success is paramount to our own success, and we protect those investments in our brands as if they were our own. We appreciate the confidence our franchisees have placed in our brands, our support and our systems, and we work diligently every day to continue to improve upon our past successes. We understand you have many options to invest your hard-earned money, and we take our role as your financial stewards very seriously.

We appreciate you giving us the opportunity to tell you a little more about our Winmark family and what we offer our franchise partners. We hope that you will join us on your journey into business ownership!

Executive Summary

The complete story about Play It Again Sports® goes beyond the successful and profitable venture of buying and selling used and new sports and fitness equipment. To fully understand our brand and our customer, you need to embrace the emotional connection you will make with your customer and your community as a franchisee of Play It Again Sports. Every day, parents are shopping for their fast-growing kids to keep them involved and competitive in their sport of choice, whether it be a team sport such as hockey, baseball, lacrosse, soccer or football, or an individual sport such as skiing, snowboarding, or tennis. But, given that kids outgrow their equipment before they ever wear it out and many families today are on a budget and can seldom afford to keep up, they must make difficult decisions on where to spend their money.

Couple this with the fact that they have perfectly good sports and fitness equipment at home that they or their children no longer use, and you have found the perfect Play It Again Sports customer. Play It Again Sports gives parents the perfect venue to bring in their sports and fitness equipment and turn it into cash in our stores, while simultaneously finding brand new and quality used equipment in one convenient place at prices up to 90 percent off of regular retail pricing.

Nowhere else can parents and their kids find all the brands they love at prices they can afford and turn their old equipment into cash to help them trade in and trade up.

And what we do at Play It Again Sports resonates with our audience. Our customers care about the Earth and how excess waste negatively impacts the environment. They were born into the recycling generation and have embraced the idea of reuse and recycle in meaningful ways in many facets of their daily lives. They align with companies that share their vision for a cleaner and healthier Earth, and Play It Again Sports shares these core values with them. We promote this belief every day that we purchase goods from our customers, thus keeping them out of landfills and re-purposing them for another customer to use and enjoy.

Let's face it, shopping for sports equipment is fun! It's a great feeling swinging a new golf club, trying on a pair of

skates, checking out the new technology in a baseball bat or testing out a bike.

At Play It Again Sports, you'll be able to offer your customers the complete equipment solution to their sports and fitness needs by offering both quality and brand-name sporting and fitness equipment at a savings. People have a passion for sports, and whether they play for fun or competition, their equipment is important to them and must feel and look great, giving them the competitive edge and confidence they seek.

Where better to do that than at a locally owned sporting goods store that has the product knowledge, the customer experience and the assortment of new and used equipment, all at an affordable price? And the best part is that at Play It Again Sports, our customers can come back every season to trade in their old gear for their next size up or for equipment in the new sport they are now playing.



Executive Summary

CONTINUED

Parents love shopping for brand-name sports gear and fitness equipment. They also love a bargain – and buying brand-name gear at a fabulous discount is even better. It's a trend that will never go away, which is helping spur the continuous growth of the resale segment in the \$65 billion retail sporting goods industry. Play It Again Sports®, one of five franchise brands of Winmark Corporation, has been the leader in the sports and fitness equipment resale sector since 1988.

As an established retail franchise leader in the sporting goods resale space, Play It Again Sports offers new and quality used, brand-name sports and fitness equipment at a fraction of the retail cost to parents. With more than 290 locations, Play It Again Sports is the recognized leader in the sporting goods resale industry in North America.

Here's What We'll Cover in This Report



The status of the resale and franchise industries and Play It Again Sports



A profile of the demographics shopping at Play It Again Sports



A look at the franchise business model and Winmark®



The kind of franchisees with whom Winmark wants to form a partnership



The investment required to open a Play It Again Sports



Franchisee testimonials




Frequently asked questions



Steps to become part of the Winmark family as a Play It Again Sports franchisee

Franchisees are attracted to Winmark's proven brands and concepts, their leadership position in the industry and their best-in-class support. They appreciate being able to tap into Winmark's nearly 30 years of franchising experience. Franchisees enjoy limited competition in the categories the brands represent, which contributes to high profit margins. Given the tremendous reputation of the brands, the first-class systems and support, and the unit level economics, many Winmark franchisees even become multi-brand owners.

Resale Industry Overview



The resale business is a \$20+ billion industry and one of the fastest growing segments of the retail industry, according to the National Association of Resale and Thrift Stores (NARTS), the world's largest trade association representing the resale industry. In the past two years, the resale industry has experienced a 7% growth rate in the number of stores. There are currently more than 25,000 resale, consignment and Not For Profit resale shops in the United States.

There are a few reasons for the growing popularity of resale stores in the United States:

1. Appeal Across Income Levels

Resale shopping appeals to a wide range of demographics and income levels.

Because so many people were scaling back, they discovered or were reintroduced to resale shopping where they could buy sporting and fitness equipment for a fraction of the original price.

At the same time, they learned they could also sell quality used items to resale stores. While the economy has improved, smart consumers are still looking for a good deal and are frequently shopping high-quality used items at resale stores, allowing them to spend the money they saved in other areas of their lives.

2. “Green” Consumerism

More consumers care about the environment and recycling than ever before. Rather than disposing of items that will end up in landfills, people are choosing to sell unwanted and unneeded items to resale shops.

This also saves consumers from spending time and energy attempting to sell the items themselves through garage sales, social media or classified advertisement websites.

Earth-conscious consumers also take pride in purchasing items from resale stores like Play It Again Sports®. While being kind to the earth they still come away feeling the joy of discovering a great deal for high-quality sports and fitness equipment at a great price.

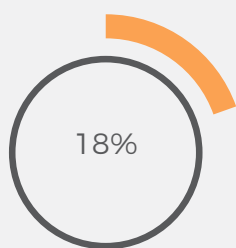


3. High Demand

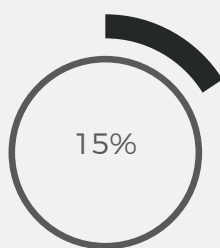
The demand is now being fueled by the increasing opportunities to buy like-new equipment, accessories and other items.

According to NARTS, **16 - 18%** of consumers will shop at a thrift store and **12 - 15%** will shop at a resale/consignment shop in a year.

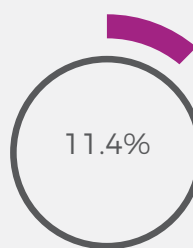
This is impressive considering **11.4%** of consumers will shop at factory outlet malls and **19.6%** will shop at apparel stores.



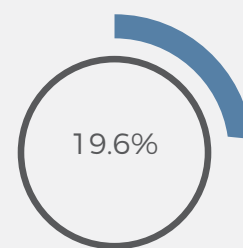
Consumers Shopping at Thrift Stores



Consumers Shopping at Resale Shops



Consumers Shopping at Factory Outlet Malls



Consumers Shopping at Apparel Stores

Customer Profile



Play It Again Sports® customers are typically parents of children between the ages of 4 and 16 years old. They are from middle- to upper-income households and are involved in youth sports programs, from having a child enrolled in a league to coaching. They are typically working and stay-at-home moms in search of quality used gear in sports including, hockey, baseball, softball, soccer, golf, football, lacrosse, water and snow sports gear, and fitness equipment at affordable, family-friendly prices. Because of this, Play It Again Sports is the largest sporting goods retail chain selling new and used sports merchandise and the recognized leader in the sporting goods resale industry in North America.

Play It Again Sports' customers appreciate receiving cash on the spot for their quality used sports equipment. Parents enjoy leaving the store with cash in hand or with new sports gear purchased at prices up to 90% off regular retail pricing. Customers also appreciate the large selection of new items, which make up

on average, 60% of each store's inventory. This makes us a major player in the new sports gear industry. Sellers like having a location where they can receive cash on the spot or trade for new or used products in the store that day. Play It Again Sports buys and sells

all types of sports gear and fitness equipment, including most major team sports as well as individual sports and recreational activities.

While Play It Again Sports target audience may change depending on the season, its audience primarily consists of the following:

Customer Profile

PRIMARY MARKET

25- to 54-year-old parents
with kids ages 4-16

This customer buys from
and sells to Play It Again
Sports®



TARGETED DEMOGRAPHICS WILL VARY BY PRODUCT CATEGORY:

25- to 54-year-olds
Fitness – Strength, 25- to 54-year-olds, skews male
Fitness – Cardio, 25- to 54-year-olds, skews female
Snow Sports – Snowboards, 12- to 25-year-olds, skews male
Snow Sports – Skiing, 18- to 45-year-olds, skews female
Hockey, 25- to 54-year-old parents with children between the ages of 4 and 16
Baseball/Softball, 25- to 54-year-old parents with children between the ages of 4 and 16
Lacrosse, 25- to 54-year-old parents with children between the ages of 4 and 16
Soccer, 25- to 54-year-old parents with children between the ages of 4 and 16
Football, 25- to 54-year-old parents with children between the ages of 8 and 16
Skateboards/Roller Hockey/Inline Skating, 12- to 25-year-old males, 18- to 45-year-old females

Customer Profile

PRIMARY MARKET



MORE ABOUT THIS MARKET

Shops frequently at a variety of big box and specialty sporting goods retail stores

Safety is of the utmost importance

Expects to see value in what they have purchased

Needs to feel they have been paid fairly for their items, respected and taken seriously

Expects knowledgeable staff to help them purchase the right products

Expects courteous service for an enjoyable shopping experience

Values and appreciates a one-stop-shop for all their sporting good needs

Expects convenience of location

Expects a clean and well-maintained store

Customer Profile

SECONDARY MARKET

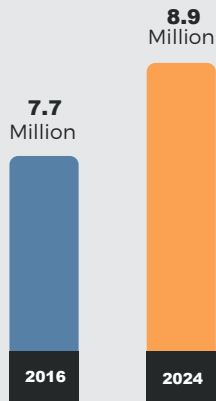
18 - 55 divided between male and female

This customer mainly buys from Play It Again Sports®, but may sell certain categories as their sport needs change

This customer is value-oriented and most interested in a unique and positive shopping/customer experience



A Look at the Franchise Model



Employment Through Franchising

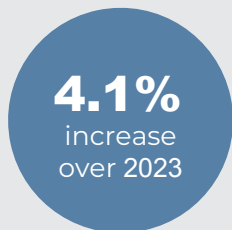
Franchising is an engine for economic growth in the U.S.

In 2016, more than 7.7 million people in the United States were employed through franchised enterprises. In 2024, it's expected more than 8.9 million people will have jobs thanks to a projected 821,589 franchise establishments, according to a 2024 report on the economic impact of franchise businesses by the International Franchise Association. Job growth in the franchise sector has outpaced growth in all other sectors economy-wide.

According to a 2024 IFA report, the overall number of franchise establishments will increase by almost 15,000 units, or 1.9%, to nearly 822,000 units. Franchising will add approximately 221,000 jobs in 2024. Total franchise output will increase by 4.1%, from \$860 billion in 2023 to \$893.9 billion in 2024. Compared with 2022, franchises' GDP will grow at a slightly slower pace of 4.3% to \$545.8 billion. Franchises' GDP share of the overall economy will remain stable at 3%.

Economic Output

\$893.9
BILLION



Contribution to GDP

\$545.8
BILLION



The franchise model can best be described as being in business for yourself, not by yourself. The model consists of the franchisor – a company or person who grants a license to another company or person to conduct business using the franchisor's product or service, trademark and name – and the franchisee, the party receiving the license. A franchisor typically receives a franchise fee and a royalty based on a percentage of the franchisee's sales. It's a proven way of helping entrepreneurs become business owners with franchisors providing name recognition, training, marketing, operating systems and support in return.

The amount of investment to buy a franchise varies widely and depends on the industry and the type of business. Start-up costs can run anywhere from tens of thousands of dollars to over \$1 million. Franchise fees and the cost of rent or property ownership for the franchise location are major factors.

Budding entrepreneurs should be suited to the industry, the franchise concept they're interested in and to the franchise system in general. Potential franchisees should do their due diligence, researching industries, companies, financing options and best practices of successful franchisees.

Going through a company's franchise disclosure document, or FDD, is a must. The FDD provides important information about the franchisor and franchise system.

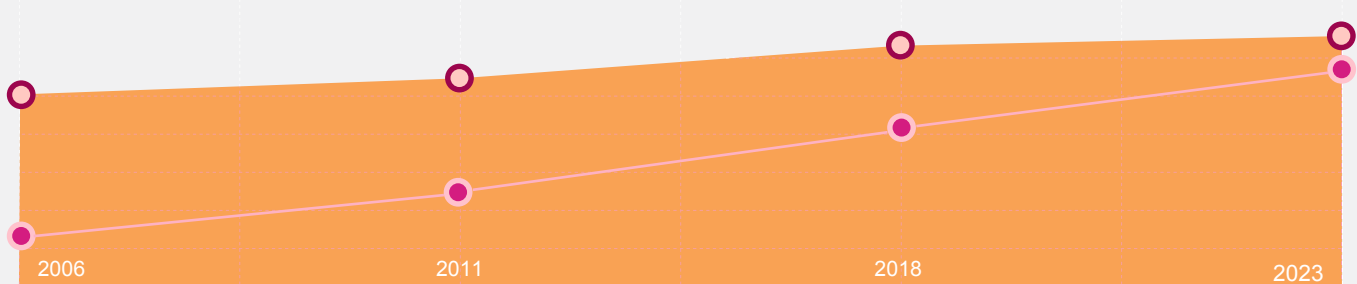
Combining resale and franchising, two industries that are trending upward, is a win-win for franchisees in the retail sector.



**There are 805,436
Franchise Locations
Spanning Over 120
Different Industries
in the United States**

Franchisor Overview

Winmark Corporation, a publicly held company, was founded in 1988 when it bought the franchising rights for Play It Again Sports® and continued to grow with the acquisition of the franchising rights for Once Upon A Child® in 1993. Winmark® then added Music Go Round® in 1994, Plato’s Closet® in 1998 and Style Encore® in 2013. With 1,319 current and coming soon locations, and \$1.6 billion in annual sales, Winmark is the recognized leader in the resale industry.



	2006	2011	2018	2023
System-wide Sales Growth	\$494M	\$760M	\$1.1B	\$1.6B
Overall Store Count	824	1,092	1,241	1,319

Winmark brands buy quality used and new items and then sell that merchandise to customers at prices well below regular retail pricing. Winmark brand stores are selective about what they buy, which allows them to build an inventory of quality used brand-name merchandise that appeals to its customer base.

Stores have a bright, fresh look made to ensure a positive shopping experience. Locations establish loyal customers following a consistent stream of new inventory choices each week. Customers quickly become brand fanatics and extremely loyal, either looking for great savings on a product or a place to sell their quality used items. Winmark brands were “green” before green was cool, recycling 1.7 billion items in its respective communities since 2010.

Winmark continues growing with more than 2,800 territories in the United States and Canada open for development providing support, solutions and partnerships to small-business owners for over 30 years.

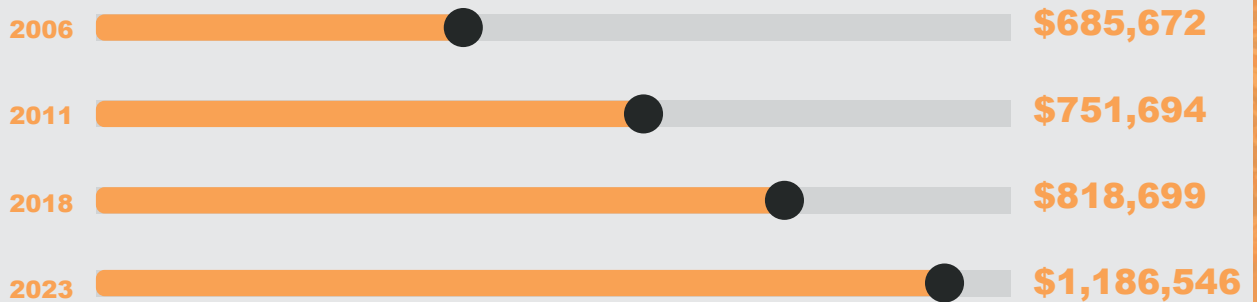
From sports equipment and baby clothes to in-style fashion and music gear, each franchise offers quality used merchandise for resale. Winmark focuses on continually growing its best-in-class brands, systems, people and support, so its franchisees can focus on the in-store execution and running a successful business while supporting the needs of their local communities.

Plato’s Closet, Once Upon A Child and Play it Again Sports have been ranked in *Entrepreneur* magazine’s prestigious Franchise 500, which recognizes the nation’s top franchise opportunities every year.





Play it Again Sports® Sales Growth – Average Gross Sales*



*The Average Store numbers are the 2023 Average Gross Sales and Average Gross Profit amounts stated in Item 19 of the 2024 Play It Again Sports® Franchise Disclosure Documents (as reported by the 260 stores that had been in operation at least one year as of December 30, 2023). Of the 260 stores, 97 or 37% of the stores attained or exceeded the Average Gross Sales and 100 or 38% of the stores attained or exceeded the Average Gross Profit.

Winmark® Support

WHAT DOES WINMARK OFFER?

Winmark Corporation is committed to its franchisees' success and provides owners extensive classroom and in-store training and support necessary to operate a high-margin retail business in their communities.



Business planning



Retail site selection assistance



Store design, layout and set-up



Inventory management and planning



Franchise product, style and trend training



Professional marketing and merchandising materials



Customer service



Buy training for our used products



Store operations and support



Human resources and employment law



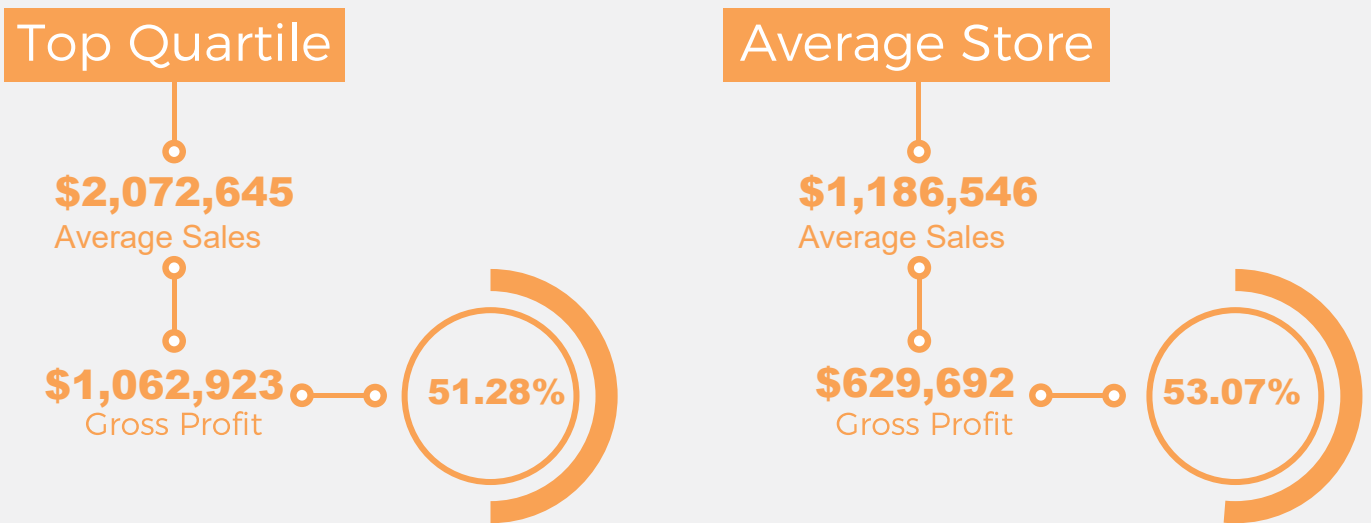
Proprietary computer systems training

In addition, Winmark offers ongoing small business consultation support from field operations staff. Field Operations Managers provide operations, financial analysis and small business development support to franchisees with a focus on improving each location's operational and financial performance.

Franchisees also have access to Support Center Technicians who assist in their use of technology related software and hardware. Support Center Technicians diagnose and resolve issues relating to the company's proprietary and third-party software, networks, hardware, and peripherals.

Top-Line Revenue*

Play It Again Sports®, the recognized leader in the sports and fitness resale industry, is over 290 stores strong with several stores in the process of opening. The most successful store owners excel at following the franchise system, integrating their stores into their communities and developing a sound advertising and local marketing plan.



*The Average Store numbers are the 2023 Average Gross Sales and Average Gross Profit amounts stated in Item 19 of the 2024 Play It Again Sports® Franchise Disclosure Documents (as reported by the 260 stores that had been in operation at least one year as of December 30, 2023). Of the 260 stores, 97 or 37% of the stores attained or exceeded the Average Gross Sales and 100 or 38% of the stores attained or exceeded the Average Gross Profit. The top quartile Average Gross Sales and Average Gross Profit only relates to the 65 Play It Again Sports® Stores that ranked in the top 25% of the gross sales range. Of the 65 stores in the top quartile, 17 or 26% of the stores attained or exceeded the top quartile Average Gross Sales and 20 or 31% of the stores attained or exceeded the top quartile Average Gross Profit. A new franchisee's results will likely differ from these results.



Target Franchisee Profile

BACKGROUND

Franchisee candidates must:

Be prepared to invest
\$314,100 - \$420,500

Have at least \$90,000 to
\$105,000 cash or liquid assets

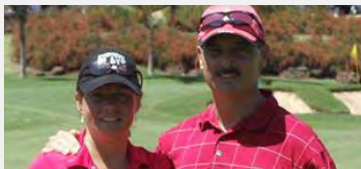
Have equity to collateralize a
loan for the remaining balance



Play It Again Sports® franchisees are usually individuals or couples, typically between the ages of 30 and 55, that first experienced our brand as customers, or they were referred by someone who shopped at the store and realized there was a need for one in their community. They believe in the concept, embrace the idea of recycling for the good of the environment and want to bring a store to service those in need in their community.

Play It Again Sports franchisees come from a wide variety of personal and professional backgrounds, including many from corporate America, the military and people who may be re-entering the working world after caring for young children. They see owning a Play It Again Sports store as a good way to give back to the community because the concept involves recycling high-quality used sporting goods and selling it at a price well below regular retail.

Franchisee Testimonials



Visible Demand

Joe and Leah P, owners of Play It Again Sports® (8 Years)

"We have a couple of kids and had been shopping at Play It Again Sports prior to even considering buying a franchise. When the time came, we called and spoke with a couple of Play It Again Sports franchisees in our area. We started the franchise because we felt there was a real need in our community for used sporting goods. We have a few new sporting goods stores in our area, but there was no service that provided a used aspect to it."



Career Change

Brent and Cynthia W. owners of two Play It Again Sports (3 years)

"After working for years with many Play It Again Sports stores selling them Used gear and equipment, a local franchise posted a "For Sale" sign. Our focus in working with Play It Again Sports changed. After we researched the initial investment required and the scope of the business, we decided to purchase our first store. Since then we have expanded to buy a second franchise and we have been grateful ever since. Our local ownership has been rewarding to be able to interact with our community in a meaningful way, which provides quality new and Used sports and fitness gear at prices well below the big box stores.

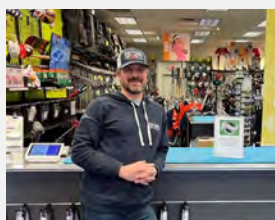
As we look for other opportunities to expand into buying another franchise location, we are hopeful to continue to focus on building customer loyalty by acquiring Used in-demand sports and fitness merchandise from our customers."



Franchise Model

Rob L. & Cory E. owner of Play It Again Sports (1 year)

"The best decision we ever made was making the jump from management to ownership. We've owned our Play It Again Sports store for just over a year now and couldn't be happier. The best part of being a Win mark franchise is having the support of a franchiser when needed but also the freedom to run our business our own way and in our own style."



Community Impact

Erich K. owner of Play It Again Sports (1 year)

"As someone with a military and law enforcement background I found the opportunity to own my own business an exciting endeavor. Upon opening my store, I was able to quickly identify and develop opportunities to uniquely integrate with my community. By providing not only a valuable, but sustainable service of offering great quality used equipment, I've been humbled and even surprised to see the daily growth of my business. As the CFO "Chief Fun Officer", I love talking to young athletes and parents, and supporting local teams and leagues, park districts, nonprofits and underserved communities. I'm beyond grateful for this new career and look forward to continuing to provide a much needed service to my community for years to come."

FAQs

How long has Winmark® and Play It Again Sports® been in business?

Winmark Corporation has been in business since 1988 with the acquisition of the Play It Again Sports franchise. Winmark has been supporting small business franchisees for over 35 years with best-in-class point-of-sale systems, world-class support and the best business model in resale.

How much money can I make as a franchisee?

The financial return you will realize as an owner of any small business will depend on many factors, including how well you perform and follow the franchise system, your plan for advertising the business and your ability to integrate the business into your community. Starting a new business involves some level of risk, so we encourage you to speak with our franchisees to learn about their experience and satisfaction with the business – both personally and financially. By talking with franchisees, you will be able to understand the business' potential and what is necessary to be successful.

What is the average annual gross sales for Play It Again Sports?

In 2023, the average Play It Again Sports store had sales of \$1,186,546 with an average gross profit of \$629,692. The top quartile of Play It Again Sports stores had average sales of \$2,072,645 with an average gross profit of \$1,062,923.*

How will I acquire my initial inventory?

During training, you will learn how to utilize our proprietary computer system to purchase and price inventory. Your store will open to buy quality used items (without selling anything until the grand opening) for a period of approximately 8-to-10 weeks before your grand opening. In addition you will learn how to acquire quality used sports and fitness equipment before your store begins its in-store buying process.

Will Winmark provide financing for my store?

Winmark does not provide direct financing. Our franchisees secure their financing through third-party lending sources with most utilizing Small Business Association loans. Winmark will assist you in preparing a comprehensive business plan to assist in obtaining an SBA loan or other financing once you've become a franchisee. All Winmark brands are listed on the SBA's Franchise Registry, which helps streamline the process. Visit www.franchiseregistry.com to learn more.

Will Winmark help me find a location?

Most of our franchisees have never owned a franchise before, so they haven't been through the process of finding and negotiating a retail lease. Winmark and local and national tenant brokers will assist with everything from site review and selection all the way to the signed lease. With five brands and 1,319 locations, we're familiar with nearly every market in North America. The lease is one of the largest financial commitments you'll have with opening this or any brick-and-mortar business. With our experienced guidance on the economics of the lease, you can be confident you will find a retail space that meets the Play It Again Sports criteria as well as your business plan.

*The Average Store numbers are the 2023 Average Gross Sales and Average Gross Profit amounts stated in Item 19 of the 2024 Play It Again Sports® Franchise Disclosure Documents (as reported by the 260 stores that had been in operation at least one year as of December 30, 2023). Of the 260 stores, 97 or 37% of the stores attained or exceeded the Average Gross Sales and 100 or 38% of the stores attained or exceeded the Average Gross Profit. The top quartile Average Gross Sales and Average Gross Profit only relates to the 65 Play It Again Sports® Stores that ranked in the top 25% of the gross sales range. Of the 65 stores in the top quartile, 17 or 26% of the stores attained or exceeded the top quartile Average Gross Sales and 20 or 31% of the stores attained or exceeded the top quartile Average Gross Profit. A new franchisee's results will likely differ from these results.

Next Steps

Thank you for taking the time to learn more about the Play It Again Sports® brand and our franchise opportunity.

If you're interested in owning a Play It Again Sports location, please speak with a franchise developer about how you and any business partners can financially pre-qualify. Once qualified, your next steps include:

Continued Research and Due Diligence

Make sure any questions you have are answered and that you are fully informed.

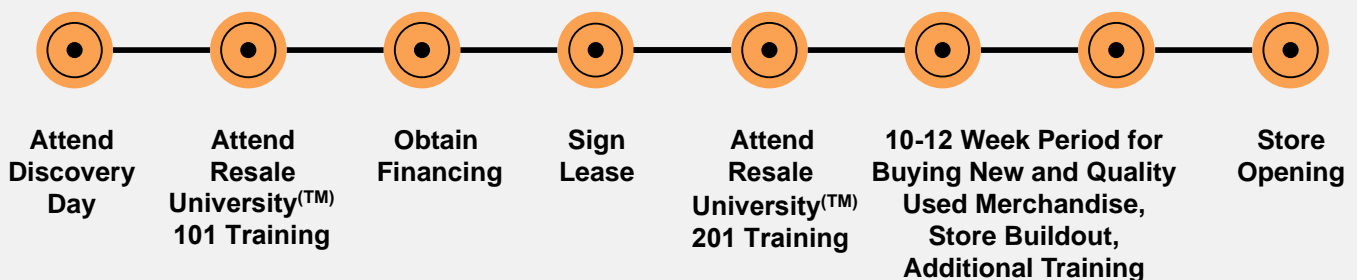
Visiting Stores

Observing Play It Again Sports firsthand is the best way to see how the store operates. Franchisees can share information on what you will experience moving forward.

Attending Discovery Day

We extend Discovery Day invitations to candidates who are financially qualified and ready to take the final step in our franchisee award process. Discovery Day allows us to answer additional questions you may have and allows you to visit with your Winmark® support team as well as other franchisee candidates.

Your interest in joining the Winmark family of brands is appreciated. We look forward to continuing our conversation on how we can become partners to achieve your business ownership goals.



*Typical store opening timeframe is 9 months after signing the Franchise Agreement.

APOSTOLIC PENTECOSTAL TEMPLE
2774 BARTLETT BLVD #
BARTLETT TN 38134

ROJAS CESAR C & ANGELA P MANRIQUEZ
3215 LUNCHBURG ST #
BARTLETT TN 38134

AYYAGARI VENKATACHALAM
2784 BARTLETT BLVD #
BARTLETT TN 38134

BARTLETT CITY OF
6400 STAGE RD #
MEMPHIS TN 38134

STAGE ROAD CENTER LLC
760 BRISCOE BLVD #
LAWRENCEVILLE GA 30046

KENNEDY ADAM M & SARAH R
5998 CAMELIA LN #
BARTLETT TN 38134

BARTLETT TN STORAGE LLC
PO BOX 25025 #
GLENDALE CA 91221

MCHANN AND ANGLIN PROPERTIES LLC
4039 OLD GETWELL RD #
MEMPHIS TN 38118

BADOWSKI DAWN M
6004 CAMELIA LN #
MEMPHIS TN 38134

CITY OF BARTLETT
6400 STAGE RD #
MEMPHIS TN 38134

ROJAS CESAR C & ANGELA P MANRIQUEZ
3215 LUNCHBURG ST #
BARTLETT TN 38134

BRADLEY JANICE AND JORDIN LITTLES (RS)
6012 CAMELIA LN #
BARTLETT TN 38134

CITY OF BARTLETT
6400 STAGE RD #
BARTLETT TN 38134

BARTLETT OFFICE PARK ASSOC INC
2855 PRICE DR #
MEMPHIS TN 38134

CRAWFORD JAMES T JR & MARY P
6022 CAMELIA LN #
MEMPHIS TN 38134

MDC COASTAL 11 LLC
P.O. BOX 1159 #
DEERFIELD IL 60015

ARKANSAS BLUE BEAR LLC
PO BOX 241518 #
LITTLE ROCK AR 72223

WRIGHT DONALD
6030 CAMELIA LN #
MEMPHIS TN 38134

KAAM INVESTMENTS LLC
8104 CAMBURY CV #
GERMANTOWN TN 38138

DO IT LLC
1779 KIRBY PKWY #1-310
GERMANTOWN TN 38138

JONES DANIEL & HEATHER
6046 CAMELIA LN #
BARTLETT TN 38134

COLE AP BARTLETT TN LLC
PO BOX 1180 #
CHINO HILLS CA 91709

SHELBY COUNTY TAX SALE 16.02
PO BOX 2751 #
MEMPHIS TN 38101

MATTHEWS PHILLIP E & LISA J
6054 CAMELIA LN #
MEMPHIS TN 38134

NORMAN JIMMY D & SARAH P
7066 HIGHWAY 70 #
BARTLETT TN 38133

DAMRON ENTERPRISES LLC
2798 BARTLETT BLVD #
MEMPHIS TN 38134

GUIZLO RICHARD E JR
2755 BARTLETT BLVD #
MEMPHIS TN 38134

INTO THE FUTURE LLC
5747 STAGE RD #
BARTLETT TN 38134

1430 LLC
5810 SHELBY OAKS DR #B
BARTLETT TN 38134

ARMOUR RICHARD L AND JOHN G BINGHAM
2794 BARTLETT BLVD #
MEMPHIS TN 38134

B&R PROPERTIES-MEMPHIS LLC
756 RIDGE LAKE BLVD #110
MEMPHIS TN 38120

CITY OF BARTLETT
6400 STAGE RD #
MEMPHIS TN 38134

CARR JOHN R & CAROL R
2944 SYCAMORE VIEW #
MEMPHIS TN 38134

AYYAGARI VENKATACHALAM
2784 BARTLETT BLVD #
MEMPHIS TN 38134

AYYAGARI VENKATACHALAM
2784 BARTLETT BLVD #
BARTLETT TN 38134

MORAN PHILIP J & CHERYL W
5941 STAGE RD #
MEMPHIS TN 38134

SCHOEP JEREMY & REGINA
5997 CAMELIA LN #
MEMPHIS TN 38134

BARTLETT CITY OF
6400 STAGE RD #
BARTLETT TN 38134

MCHANN AND ANGLIN PROPERTIES LLC
4039 OLD GETWELL RD #
MEMPHIS TN 38118

CAMPBELL GARY L & KAREN L
6013 CAMELIA LN #
MEMPHIS TN 38134

MEEKS JOHN B
2736 KENWOOD RD #
BARTLETT TN 38134

SOUTH WILLET
PO BOX 171247 #
MEMPHIS TN 38187

CHAMBERS JONATHAN N
6021 CAMELIA LN #
MEMPHIS TN 38134

RUSCH JAMES A & LINDA N
5952 IVANHOE RD #
MEMPHIS TN 38134

LIVINGSTON JEFFERY
2878 BARTLETT RD #
MEMPHIS TN 38134

HUTCHISON ASHLEY E & JOSHUA B
6029 CAMELIA LN #
BARTLETT TN 38134

RIEGER SHARI L & THOMAS M ARNDT
5920 IVANHOE RD #
MEMPHIS TN 38134

MOCK TALMADGE W AND MARTHA J MOCK
3939 ROBIN HILL DR #
MEMPHIS TN 38135

STOVALL KIMBERLY
6037 CAMELIA LN #
BARTLETT TN 38134

FRYER ROBERT R & EVA P
5930 IVANHOE RD #
BARTLETT TN 38134

CLIFTON JOHN C JR
3200 CLAY POND DR #
OAKLAND TN 38060

SADAK MOUNIR & ASMA EL-HAMARNA
6045 CAMELIA LN #
BARTLETT TN 38134

ALBERT GEOFFREY & BETTY
2723 KENWOOD CV #
BARTLETT TN 38134

LEATHERWOOD HAROLD N
PO BOX 134 #
HENDERSONVILLE TN 37077

BARTLETT CITY OF
6400 STAGE RD #
BARTLETT TN 38134

WILLIAMS JOHN C & BARBARA H AND
6000 IVANHOE RD #
BARTLETT TN 38134

NOBLETT ANDREW & EMILY
6038 CAMELIA LN #
BARTLETT TN 38134

AYYAGARI VENKATACHALAM
2784 BARTLETT BLVD #
BARTLETT TN 38134

FRYER ROBERT R AND EVA P FRYER AND
5930 IVANHOE RD #
BARTLETT TN 38134

HERRING BRAD S & STEPHANIE
6005 CAMELIA LN #
BARTLETT TN 38134

BARTLETT CITY OF
6400 STAGE RD #
BARTLETT TN 38134

QUINN JAMES K & CRANDALL B
2943 SYCAMORE VIEW RD #
MEMPHIS TN 38134

CHOW MARTIN H
1242 PEABODY AVE #
MEMPHIS TN 38104

SHRADER DANNY R & TONI L
2731 KENWOOD CV #
MEMPHIS TN 38134

MILLIKIN PATRICIA S
2923 SYCAMORE VIEW RD #
BARTLETT TN 38134

GRAY PROPERTY GROUP LLC AND BARTLETT LLC
PO BOX 40723 #
MEMPHIS TN 38174

STRANTZ JEFFREY L & BRENDA C
2740 KENWOOD CV #
MEMPHIS TN 38134

OCH & SONS LLC
8376 WINDERSVILLE DR #
BARTLETT TN 38133

ROJAS CESAR C & ANGELA P MANRIQUEZ
3215 LUNCHBURG ST #
BARTLETT TN 38134

PALMER JAMES & NATAKI
5902 IVANHOE RD #
BARTLETT TN 38134

SMITH JARED AND ANNA SMITH LIVING TRUST
10239 MATWOOD OAK DR #
LAKELAND TN 38002

SOUTH WILLETT
PO BOX 171247 #
MEMPHIS TN 38187

PALMER JAMES & NATAKI
5902 IVANHOE RD #
BARTLETT TN 38134

PRICE FAMILY TRUST (THE)
4314 GARNER PL #
BARTLETT TN 38135

BARTLETT CITY OF
6400 STAGE RD #
BARTLETT TN 38134

MCCASLIN MIKE & HOLLIE
2729 KENWOOD CV #
BARTLETT TN 38134

HONEY BAKED HAM CO LLC
3875 MANSELL RD #
ALPHARETTA GA 30022

CSX TRANSPORTATION INC
500 WATER ST #
JACKSONVILLE FL 32202

CITY OF MEMPHIS
125 N MAIN ST #
MEMPHIS TN 38103

5984 STAGE LLC
3650 MANSELL RD #125
ALPHARETTA GA 30022

OCH & SONS LLC
8376 WINDERSVILLE DR #
BARTLETT TN 38133

ELDAHAN TAMER AND MOHAMED T ELDAHAN
3640 SUMMERDALE RD #204
BARTLETT TN 38133

CHOW MARTIN H
1242 PEABODY AVE #
MEMPHIS TN 38104

OCH & SONS LLC
8376 WINDERSVILLE DR #
BARTLETT TN 38133

DAMON-MARCUS COMPANY
5871 STAGE RD #
MEMPHIS TN 38134

LMK JENNINGS LLC
3959 N BECKMAN LN #
COEUR D ALENE ID 83814

OCH & SONS LLC
8376 WINDERSVILLE DR #
BARTLETT TN 38133

QUINN JAMES K & CRANDALL
2943 SYCAMORE VIEW RD #
BARTLETT TN 38134

PARKWAY PROPERTIES LLC
6399 STAGE RD #
BARTLETT TN 38134

OCH & SONS LLC
8376 WINDERSVILLE DR #
BARTLETT TN 38133

KAAM INVESTMENTS LLC
8104 CAMBURY CV #
GERMANTOWN TN 38138

FILSINGER JONNY & ANNE
4009 LIGHTHOUSE CV #
ARLINGTON TN 38002

MCDONALD'S REAL ESTATE COMPANY
1665 PREAKNESS RUN LN #
COLLIERVILLE TN 38017

KCP RE LLC
6310 SAN VICENTE BLVD #250
LOS ANGELES CA 90048

MORA SERGIO R & DORA G REYES
2788 BARTLETT RD #
BARTLETT TN 38134

NNN REIT INC
450 S ORANGE AVE #90
ORLANDO FL 32801

COLLETTE RICHARD A & MICHELLE
5986 IVANHOE RD #
BARTLETT TN 38134

FRANK AND FRANK LLC
500 CORSAIR DR #
NORTH PALM BEACH FL 33408

1430 LLC
5810 SHELBY OAKS DR #B
BARTLETT TN 38134

DAY DAVID A & BETH P
5974 IVANHOE RD #
MEMPHIS TN 38134

JUDY ROSENBLUM REVOCABLE TRUST AND
2025 MILLER FARMS RD #
GERMANTOWN TN 38138

STAGE ROAD CENTER LLC
P O BOX 1565 #
LAWRENCEVILLE GA 30046

FIRST NATIONAL BK MEMPHIS
1755 LYNNFIELD RD #D
MEMPHIS TN 38119

BRANCH BARTLETT ASSOCIATES LP
3340 PEACHTREE RD #2775
ATLANTA GA 30326

LIGHTMAN MICHAEL A
5100 POPLAR AVE #2607
MEMPHIS TN 38137

ISSA MOHAMMAD
1349 WINOKA RD #
COLLIERVILLE TN 38017

DAMON-MARCUS COMPANY
5781 BARTLETT-STAGE RD #
MEMPHIS TN 38134

STA ANA ROZEN S & JANETTE
9440 S RIVEREDGE DR #
CORDOVA TN 38018

BAH AND BAH LEGACY HOLDINGS LLC
5905 STAGE RD #
BARTLETT TN 38134

RICH CHARLES E AND TRACEY P RICH (RS)
2850 BARTLETT RD #
MEMPHIS TN 38134

REALTY INCOME PROPERTIES 17 LLC
11995 EL CAMINO REAL #
SAN DIEGO CA 92130

YIDA PROPERTY MANAGEMENT
9699 LEEWARD SLOPES DR #
ARLINGTON TN 38002

REALTY INCOME PROPERTIES 22 LLC
11995 EL CAMINO REAL #
SAN DIEGO CA 92130

B0156 00539 - APOSTOLIC PENTECOSTAL TEMPLE
B0156 00601 - BARTLETT CITY OF
B0157 00891 - BARTLETT TN STORAGE LLC
B0157 00495 - CITY OF BARTLETT
B0156 00218 - CITY OF BARTLETT
B0157 00890 - MDC COASTAL 11 LLC
B0156 00531 - KAAM INVESTMENTS LLC
B0157 00496 - COLE AP BARTLETT TN LLC
B0157 00248 - NORMAN JIMMY D & SARAH P
B0156 00652 - INTO THE FUTURE LLC
B0156 00565 - ROJAS CESAR C & ANGELA P MANRIQUEZ
B0157 00555C - STAGE ROAD CENTER LLC
B0156 00545 - MCHANN AND ANGLIN PROPERTIES LLC
B0156 00574 - ROJAS CESAR C & ANGELA P MANRIQUEZ
B0157J L00027 - BARTLETT OFFICE PARK ASSOC INC
B0156 00552 - ARKANSAS BLUE BEAR LLC
B0157J L00029 - DO IT LLC
B0156 00536 - SHELBY COUNTY TAX SALE 16.02
B0157E B00009 - DAMRON ENTERPRISES LLC
B0156 00303 - 1430 LLC
B0157E B00006 - AYYAGARI VENKATACHALAM
B0157E C00027 - KENNEDY ADAM M & SARAH R
B0157E C00026 - BADOWSKI DAWN M
B0157E C00025 - BRADLEY JANICE AND JORDIN LITTLES (RS)
B0157E C00024 - CRAWFORD JAMES T JR & MARY P

B0156 00217C - CARR JOHN R & CAROL R
B0156 00554 - MORAN PHILIP J & CHERYL W
B0156 00559 - MCHANN AND ANGLIN PROPERTIES LLC
B0156 00564 - SOUTH WILLET
B0156 00296C - LIVINGSTON JEFFERY
B0157J L00026 - MOCK TALMADGE W AND MARTHA J MOCK
B0156 00537 - CLIFTON JOHN C JR
B0157E B00010 - LEATHERWOOD HAROLD N
B0157E C00022 - NOBLETT ANDREW & EMILY
B0157E C00029 - HERRING BRAD S & STEPHANIE
B0156 00420Z - BARTLETT CITY OF
B0157 Q00011 - SHRADER DANNY R & TONI L
B0157 Q00012 - STRANTZ JEFFREY L & BRENDA C
B0157 R00005 - PALMER JAMES & NATAKI
B0157 R00004C - PALMER JAMES & NATAKI
B0157 Q00010C - MCCASLIN MIKE & HOLLIE
B0157 00264 - CITY OF MEMPHIS
B0156 00600 - ELDAHAN TAMER AND MOHAMED T ELDAHAN
B0156 00558 - DAMON-MARCUS COMPANY
B0156 00281 - QUINN JAMES K & CRANDALL
B0156 00279 - QUINN JAMES K & CRANDALL B
B0156 00280 - MILLIKIN PATRICIA S
B0156 00300 - OCH & SONS LLC
B0156 00542 - SMITH JARED AND ANNA SMITH LIVING TRUST
B0156 00535 - PRICE FAMILY TRUST (THE)

B0156 00549C - FILSINGER JONNY & ANNE
B0156 00540C - MORA SERGIO R & DORA G REYES
B0156 00550 - FRANK AND FRANK LLC
B0156 00533C - JUDY ROSENBLUM REVOCABLE TRUST AND
B0156 00556 - FIRST NATIONAL BK MEMPHIS
B0157 00687 - LIGHTMAN MICHAEL A
B0156 00544C - DAMON-MARCUS COMPANY
B0156 00560C - BAH AND BAH LEGACY HOLDINGS LLC
B0157 00954 - REALTY INCOME PROPERTIES 17 LLC
B0157 00953 - REALTY INCOME PROPERTIES 22 LLC
B0157 00489 - MCDONALD'S REAL ESTATE COMPANY
B0157 00487 - NNN REIT INC
B0156 00302 - 1430 LLC

RESOLUTION 04-26

A Resolution Approving a Special Use Permit to allow a Secondhand Retail establishment to be located at 2849 Bartlett Boulevard, within the “CG-MS” General Business with a Main Street Overlay Zoning District.

WHEREAS, an application has been made for a Special Use Permit to allow a Secondhand Retail establishment to be located at 2849 Bartlett Boulevard, within the “CG-MS” General Business with a Main Street Overlay Zoning District.

WHEREAS, according to Article 5, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the “CG-MS” General Business with a Main Street Overlay Zoning District to operate a Secondhand Retail establishment.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Secondhand Retail establishment to be located at 2849 Bartlett Boulevard, on Monday, January 5, 2026, in accordance with their regulations and approved the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 24th day of February, 2026, and approved the Special Use Permit to allow a Secondhand Retail establishment to be located at 2849 Bartlett Boulevard, subject to the following conditions:

Engineering Conditions: None.

Planning Conditions:

1. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
2. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.

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

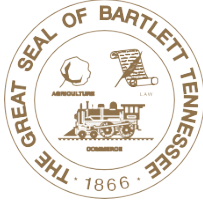
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Secondhand Retail establishment to be located at 2849 Bartlett Boulevard incorporating the above listed conditions, is approved.

ADOPTED THIS 24th DAY OF FEBRUARY, 2026.

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

David Parsons, Mayor

Penny Medlock, City Clerk



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

**Meeting: 02/10/2026 6:00 PM
Department: Finance
Category: Amendment
Prepared By: Richard Phebus,
Director of Finance
Initiator:
Sponsors:**

Resolution 05-26

Resolution 05-26, a resolution to amend the FY2026 General Fund budget to recognize Tennessee Department of Agriculture – Forestry Division’s TAEP Community Tree Planting Grant funding of \$1,115 for Bartlett Parks Department.

WHEREAS, the Bartlett Parks Department (Department) solicits various grants from the State of Tennessee and other agencies on an annual basis to enhance its parks and recreation properties and to benefit the citizens of Bartlett; and

WHEREAS, the Department received original notice of a \$1,115 grant from the State of Tennessee Department of Agriculture – Forestry Division for the benefit of the Memorial Tree program; and

WHEREAS, the TAEP Grant requires a 50% matching amount from the City of Bartlett; and

WHEREAS, the Department wishes to utilize these grant proceeds for the purpose of purchasing 5 new and 7 replacement memorial trees and the associated supplies to allow them to prosper following their planting; and

WHEREAS, the City of Bartlett wishes to recognize the award of this grant funding which will be provided on a reimbursement basis from TAEP for augmenting the Memorial Tree program.

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett General Fund FY2026 budget is amended by including this additional \$1,115 grant revenues and expenditures. General Ledger accounts, with description, to be amended are presented in the table below.

General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
110.30000.33650	TAEP Community Tree Planting Grant	\$1,115	
110.44300.265	Memorial Trees		\$1,115

Adopted this day of February 10, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 12/01/2025	End Date 06/30/2026	Agency Tracking # 32510-00926	Edison ID ZZZ 88296
Grantee Legal Entity Name City of Bartlett			Edison Vendor ID 1617
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number	
		Grantee's fiscal year end 6/30	
Service Caption (one line only) TAEP Community Tree Planting Grant			
Funding —			
FY	State	Federal	Interdepartmental
			Other
			TOTAL Grant Contract Amount
FY26	1,115.00		1,115.00
TOTAL:	\$1,115.00		\$1,115.00
Grantee Selection Process Summary			
<input checked="" type="checkbox"/> Competitive Selection		Grant proposals will be accepted, scored based on quality and merit, and the highest rated are approved.	
<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.		<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional)	

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF AGRICULTURE – FORESTRY DIVISION
AND
CITY OF BARTLETT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Agriculture, Forestry Division, hereinafter referred to as the "State" or the "Grantor State Agency" and the City of Bartlett, here, in after referred to as the "Grantee," is for the provision of TAEP Community Tree Planting Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1617

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Complete the project proposed in the 25 – 26 TAEP Community Tree Planting application (attachment TWO)
- A.3. Procure specified vegetative materials for the project from a Tennessee nursery
- A.4. Plant vegetative materials in locations specified in project proposal
- A.5. Plant vegetative materials in alignment with industry best practices outlined in the TAEP Community Tree Planting Guide
- A.6. Request any necessary changes to planting location and/or species of vegetative materials prior to planting by contacting the Urban and Community Forestry Program Coordinator
- A.7. Utilize proper maintenance techniques, such as watering, mulching and/or staking
- A.8. Inform the Urban and Community Forestry Coordinator when project is complete so that an inspection can be scheduled during April and May.
- A.9. Submit a reimbursement request form and all pertinent documentation prior to June 15, 2026.
- A.10. Submit a short project summary no later than the agreement's termination date, June 30, 2026.
- A.11. Project summary should include pictures, maps and/or a press release and a narrative of project location(s); number and type of vegetative material planted; reflection on project successes and barriers; ways in which project is beneficial to the community; and (optional) comments on how the TAEP Community Tree Planting Program could be enhanced in the future.
- A.12. Support and Documentation. It is currently the practice of the Division of Forestry to require documentation to support 100% of invoice line item charges under Section C.5. If the invoice documentation requirement is relaxed in the future as to invoices in the grant contract, such notice will be given to the Grantee in writing. Regardless, Grantee shall have and maintain all supporting documentation for costs, grantee match, program income, and program performance in accordance with Section D.15. It is the expectation that the Grantee keep in the ordinary course of business in their accounting system a separate ledger for each grant or coding allowing for running a grant specific expenditure reports.
- A.13. Approved Subcontracts. If a subcontract is listed in the details of the Grant Budget, Attachment #1, it is understood that Grantee has already obtained state approval for the contract under Grant Contract Section D.5.

- A.14. Annual Audit Related Due Dates. If the Grantee is required to have an annual audit, the Grantee shall provide copies to the State, under Grant Contract Section D.19 below on the same day the audit report is submitted to the Federal Audit Clearinghouse. If the Grantee is exempt from an annual audit under 2 CFR §200.501, the Grantee shall notify the State in writing no later than 30 days after the end of the Grantee's fiscal year via email to forestry.nashville@tn.gov, such notice shall indicate the total federal funds expended by the Grantee in the prior fiscal year. The Grantee's fiscal year ends on June 30 of each year.
- A.15. 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 Two) incorporated** to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on December 1, 2025 ("Effective Date") and extend for a period of seven (7) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Thousand One Hundred Fifteen dollars (\$1,115.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment ONE, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Agriculture
 406 Hogan Road
 Nashville, TN 37220
Forestry.nashville@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Agriculture – Forestry Division
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all

payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Tennessee Department of Agriculture
406 Hogan Road
Nashville, TN 37220
Forestry.nashville@tn.gov

The Grantee:
Paul Wright
City of Bartlett
6400 Stage Road
Bartlett, TN 38134
pwright@cityofbartlett.org

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to

the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any

lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that

any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information

but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

CITY OF BARTLETT

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF AGRICULTURE:

ANDY HOLT, COMMISSIONER

DATE

ATTACHMENT TWO

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
	BEGIN: 12/01/2025	END: 06/30/2026		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	1,115.00	1,115.00	2,230.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$1,115.00	\$1,115.00	\$2,230.00

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

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

Title	City of Bartlett Parks & Recreation Department	09/26/2025
		id. 51800268

by **Paul Wright** in **25-26 TAEP Community Tree Planting Grant**

5868 Stage Road
 Bartlett, Tennessee
 38134
 United States
 901-385-5590
 pwright@cityofbartlett.org

Original Submission		09/26/2025
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Score	n/a
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Organization/Community Name	City of Bartlett Parks & Recreation Department
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Organization/Community Logo (if available)

[011223_COB_Logo_Hztl-Tagline.png](#)

Edison ID	1617
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Phone Number	+19013855590
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Address	6400 Stage Road Bartlett Tennessee 38134 US 35.2050518 -89.8497502
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Mailing Address (If different)	5868 Stage Road Bartlett Tennessee 38134 US 35.2045967 -89.8677102
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County	Shelby
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Organization Website	https://cityofbartlett.org/parks
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Federal Employer Identification Number (FEIN) 62-6011034

Unique Entity Identifier Question JWQTAWLRGU38

Nonprofit Organizations -- Please upload your 501(c)3 Letter of Determination.

Person Completing Application Paul Wright

Applicant Phone Number +19013855590

Applicant Email Address pwright@cityofbartlett.org

Project Information

Please provide a title for your project. City of Bartlett 2025 TAEP Grant Application

Please provide a brief description of your project. The City of Bartlett Parks & Recreation Department is seeking to obtain a TAEP Community Tree Planting Grant to help provide the financial resources necessary to help maintain and implement our memorial tree program as well as replace trees that are not healthy. The City of Bartlett's memorial tree program provides residents with the opportunity to make a donation to purchase a memorial tree to honor a loved one with a tree that will be planted in one of the parks, and will be enjoyed by many generations to follow. These memorial trees, in turn, assist in beautifying the landscape as well as provide assistance in maintaining wildlife habitat, soil stabilization, stormwater mitigation and water purification. All donors receive letters of appreciation and notification of planting signed by the Mayor. A nameplate with the names of the recipient and donor is added to the memorial tree plaque located in Bartlett's City Hall. The location of the tree is also added to the memorial tree location map that is available on the City's website (donors also receive a specific map for easier location of their tree).

What is the purpose of this project/what do you hope to accomplish? Funding from this project will be used to assist in the purchase of 5 new and 7 replacement memorial trees and the associated supplies to allow them to prosper following their planting. The memorial tree program is underfunded even with a recent increase in the fee charged for a memorial tree.

Please describe the geographic location(s) this request for funding will benefit. The 12 trees will be planted across 7 of our parks: Appling Lake at the Bobby K. Flaherty Municipal Center (2), Davies Plantation Park (1), Dixon Brewer Park (1), Ellendale Park (3), the Japanese Garden and City Hall adjacent to Mark S. Brown Municipal Park (3), Nesbit Park (1) and W.J. Freeman Park (1), with only W.J. Freeman Park (2629 Bartlett Boulevard, Bartlett, TN 38134) located within an identified disadvantaged area according to the CEJST map.

Project Manager James Draffin

Project Manager - Email jdraffin@cityofbartlett.org

Are there other partners involved in this project? No

If yes, who are the project partners?

Letters of support from partners.

Sustainability -- Are there plans for the project's results to be sustained after the project's end? Yes. Our Parks Maintenance Division will ensure that the trees are appropriately cared for to ensure their health and longevity as outlined in the 3-year maintenance plan document.

Community Engagement – If applicable, explain the strategies the project plans to use for community outreach, education, and engagement.

If awarded, how will your organization acknowledge the funding provided by TDF for your project? The funding will be acknowledged on the City of Bartlett's Parks & Recreation website and will state, "In 2025, the City of Bartlett has been able to plant 12 new trees in 7 of our parks. The trees planted includes 5 new and 7 replacement memorial trees. This project has been completed by the city in collaboration with funding by the Tennessee Agricultural Enhancement Program (TAEP) as provided by the Tennessee Department of Agriculture Division of Forestry. Please see attached maps for locations of the trees planted."

Planting

Who will be planting the trees? City of Bartlett Parks & Recreation Department Parks Maintenance Division

Upload Tree Planting List

[City_of_Bartlett_2025_TAEP_Grant_Tree_Planting_List.pdf](#)

Provide a map of where the trees will be planted.

[City_of_Bartlett_2025_TAEP_Grant_Application_map_of_tree_planting_locations.pdf](#)

Upload a 3-yr maintenance plan.

[Three-Year_Maintenance_Plan_COBTN_TAEP.pdf](#)

If tree planting is not on property owned by applicant, please include letter of support to plant trees on the property from the owner.

Who is responsible for submitting the final project report? James Draffin

Who is the email for the person responsible for submitting project reports? - Email jdraffin@cityofbartlett.org

Who is responsible for submitting reimbursement requests and financial reports? Tracy Herring

What is the email address of the person responsible for submitting reimbursement requests and financial reports? therring@cityofbartlett.org

Financial Information

Amount of Funding Requested 1115

Attach Budget

[TAEP_Tree_Planting_Budget_9.25.2025.pdf](#)

Most projects require a 50/50 match. However, if this match is prohibitive, applicants can request a match reduction in the box below. Please include justification for the request. .

If needed, upload files to support request.

Liability Waiver

This organization/community hereby releases the State of Tennessee from any liability associated with contractors, volunteers, local government employees, or other persons working on TN Urban and Community Forestry Grant Program funded projects.

Is your community/organization an active participant in any Arbor Day Programs?

e-Signature Paul Wright

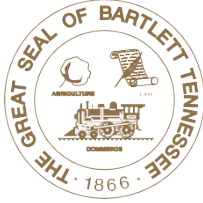
Title Director of Parks & Recreation

Today's Date 9/26/2025

As the duly checked
authorized
representative of the
applicant named
above, I hereby
certify that all parts
of this grant
application have
been read and
understood and that
all information
submitted herein is
true and correct. If
awarded a grant
under the Urban and
Community Forestry
Grant Program of
Tennessee, said
organization agrees
to comply with all
Federal and State
guidelines for
completion of the
grant.

Internal Form

Score n/a



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

Resolution 06-26

Meeting: 2/10/2026 6:00 PM
Department: Legal
Category: Agreement
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:

Resolution 06-26, a resolution to approve the Purchase of Quail Ridge Golf Course and related First Amendment to 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”), seeking to facilitate the development of the Plan Area (as defined in the Economic Impact Plan), entered into that certain Development Agreement between the IDB and the City (the “Development Agreement”), dated as of January 14, 2026; and

WHEREAS, the City desires to purchase the Quail Ridge Golf Course as outlined in the Economic Impact Plan (the “Transaction”) which will necessitate the payment of closing costs in order to effectuate the Transaction; and

WHEREAS, in order to effectuate the Transaction, the City desires to enter into that certain Assignment and Assumption and Amendment of Purchase Agreement (“Assignment and Amendment of PSA”), attached hereto as Exhibit “A” and

WHEREAS, the IDB approved that certain First Amendment to Development Agreement (“Amended Development Agreement”), attached hereto as Exhibit “B”, at its meeting on January 22, 2026, and the City desires to execute, enter into, and deliver to the IDB, the Amended Development Agreement, which provides financing for the Transaction through the IDB as a Tax Increment Financing loan secured by the Blue Sky Interests (as defined in the Development Agreement).

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen of the City of Bartlett that the Transaction is approved.

FURTHER RESOLVED, the Mayor is hereby authorized and directed to execute all documents and instruments necessary to effectuate the Transaction, including but not limited to settlements

statements, documents required by the title underwriter, and accompanying certificates and agreements related to the Transaction.

FURTHER RESOLVED, the City is authorized to pay the closing costs for the Transaction from the City’s budgeted general fund revenues.

FURTHER RESOLVED, the Assignment and Amendment of PSA is approved;

FURTHER RESOLVED, the Mayor is hereby authorized and directed to execute the Assignment and Amendment of PSA, which shall be in substantially the form presented to this meeting, which such changes thereto as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of approval of the form, terms and provisions of the Assignment and Amendment of PSA as executed.

FURTHER RESOLVED, the Amended Development Agreement is approved.

FURTHER RESOLVED, the Mayor is hereby authorized and directed to execute the Amended Development Agreement, which shall be in substantially the form presented to this meeting, which such changes thereto as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of approval of the form, terms and provisions of the Amended Development Agreement as executed.

FURTHER RESOLVED, the Mayor is hereby authorized and directed to execute and to take all such other action that he may consider necessary or appropriate to carry out the foregoing resolutions.

Adopted this day of 10th day of February, 2026.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

Exhibit “A”

Assignment and Amendment of PSA

[attached]

**ASSIGNMENT AND ASSUMPTION AND AMENDMENT
OF PURCHASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF PURCHASE AGREEMENT (this “Assignment”) is entered into as of February __, 2026 (the “Effective Date”), by and between **Blue Sky Communities, Inc.**, a Tennessee corporation (“Assignor”), the **City of Bartlett, Tennessee**, a municipal corporation organized under the laws of the State of Tennessee (“Assignee”), and **North Lakes Golf Club, LLC**, an Alabama limited liability company (“Seller”).

RECITALS:

WHEREAS, pursuant to the terms and conditions of that certain Contract for Sale and Purchase of Real Property dated October 7, 2025, between Seller and Assignor, as amended by First Amendment to Contract for Sale Purchase of Real Property dated December 6, 2025 (collectively, the “Agreement”), Assignor has agreed to purchase from Seller certain real property in the City of Bartlett, Shelby County, Tennessee, as more particularly described in the Agreement (the “Property”);

WHEREAS, subject to the terms and conditions of this Assignment, Assignee desires to acquire all right, title, and interest of Assignor in and to the Agreement and to assume the obligations of Assignor under the Agreement;

WHEREAS, subject to the terms and condition of this Assignment, Assignor desires to transfer and assign all of its right, title and interest in and to the Agreement to Assignee; and

WHEREAS, Seller, Assignor and Assignee now desire to amend the Agreement to clarify the definition of Property and to extend the Closing date.

AGREEMENT:

NOW THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Defined Terms. Capitalized terms used in this Assignment and not otherwise defined have the respective meanings set forth in the Agreement.
2. Assignment. Subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers, conveys, and delivers unto Assignee all of the rights, title, powers, privileges, and interests of Assignor in and to the Agreement, excluding, however, all of its right, title, and interest in and to the Earnest Money. The Seller hereby consents to the Assignment pursuant to Section 15 of the Agreement. The Agreement is attached hereto as Exhibit A.
3. Assumption. Subject to the Assignor Financing in Section 4 below and other terms and conditions of this Assignment, Assignee hereby accepts this Assignment and expressly

assumes and agrees to perform all of Assignor's rights, duties, and obligations under the Agreement from and after the Effective Date.

4. Assignor Financing. Subject to the terms and conditions set forth below in this Section 4, Assignor agrees to provide financing for Assignee's acquisition of the Property at Closing in the amount of \$3,000,000.00 pursuant to the terms of loan documents satisfactory to Assignor in its sole discretion (the "Assignor Financing"); provided, however, that the Assignor Financing must be non-recourse to Assignee. The Assignor Financing may be provided directly by Assignor to Assignee at Closing or may be provided to The Industrial Development Board of the City of Bartlett, Tennessee (the "IDB") as a part of the TIF described in the Agreement, with the IDB making the proceeds of the Assignor Financing available to Assignee and upon Assignor determining that the Assignor Financing may be structured as TIF or refinanced by TIF in the future all pursuant to separate agreements between Assignee and the IDB. .

5. Earnest Money Deposit. Upon the earlier to occur of (i) Closing under the Agreement or (ii) a termination of the Agreement in which Assignee is entitled to a return of the Earnest Money under the terms of the Agreement, Assignee shall cause Escrow Agent to return the Earnest Money to Assignor. Notwithstanding anything to the contrary in this Assignment, in the event that Assignee is unable or unwilling to close the purchase the Property pursuant to the Agreement, for any reason other than a default by Seller under the Agreement, failure of a condition precedent to Assignee's obligation under the Agreement, or the unexcused failure of Assignor to fund the Assignor Financing at Closing (subject to the conditions set forth in Section 4 above), Assignee shall reimburse Assignor for the Earnest Money to the extent that the Earnest Money is not paid by Seller to Assignor.

6. Closing Costs. Assignee shall pay all of the closing costs due from Purchaser under the Agreement or in connection with any financing for the acquisition of the Property (including, without limitation, the Assignor Financing). In addition, Assignee agrees to reimburse Assignor at Closing for the cost of Phase I environmental assessment for the Property in the amount of \$5,400.00.

7. Closing Date. Section 7(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"The closing (the "Closing") of the sale and purchase of the Property shall take place within thirty (30) days of the approval of the purchase of the Property by the Bartlett Board of Mayor and Aldermen, but in any event no later than March 30, 2026."

8. Property. "Property" shall be defined in the Agreement as certain real property located in the City of Bartlett, State of Tennessee, County of Shelby, bearing Tax Parcel ID Nos. B014800894 (102.14 ac.), B014800786 (33.91 ac.), B014800787 (8.67 ac.), and B014800893 (0.369 ac), B014800920 (0.585 ac), totaling approximately 145.67 acres, together with all and singular rights, improvements and appurtenances thereto, including any right, title and interest of the Seller in and to adjacent streets, alleys or rights-of-way. Assignor and Assignee acknowledge that the conveyance of Tax Parcel ID Nos. B014800893 (0.369 ac), B014800920 (0.585 ac) will

be accepted by Quit Claim Deed and accepts said Tax Parcel ID Nos. without any warranties of title and excepted from the provisions Section 5 and 7(b) of the Agreement.

9. As-Is Transaction. Assignee acknowledges that it has reviewed the Agreement and conducted (or will conduct) any inspections of or due diligence with respect to the Property that Assignee deems necessary or appropriate and that Assignor is assigning the Agreement to Assignee, and Assignee will be acquiring the Property, on an “as-is” basis, without representation of warranty of any kind, express or implied, by Assignor or its shareholders, directors, officers, employees, agents, independent contractors, representatives, or affiliates.

10. No Brokers. Assignor and Assignee each represent and warrant to the other that such party has not incurred an obligation to any other broker or agent in connection with the assignment and assumption of the Agreement. Each party hereby covenants and agrees to defend, indemnify and hold harmless the other party against and from any and all loss, expense, liability, cost, claim, demand, damage, action, cause of action and suit arising out of or in any manner relating to the alleged employment or use by such party of any real estate broker or agent in connection with this Assignment. Nothing in this paragraph may be construed as amending or modifying Seller’s obligation to pay brokers’ fees or commissions as required by the Agreement.

11. Cooperation and Further Assurances. Each party agrees to perform such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements, and instruments as may be reasonably requested by the other party in order to evidence and confirm the foregoing assignment and assumption.

12. Representations and Warranties. Each party represents and warrants that it has full power and authority to execute and fully perform its obligations under this Assignment pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Assignment on behalf of such party are duly designed agents and are authorized to do so. Assignor represents and warrants to Assignee that Assignor is the sole legal and equitable owner of Purchaser’s interest in the Agreement and has not pledged, sold, optioned, or encumbered such interests.

13. Release; Indemnification. Assignee hereby releases Assignor and its shareholders, directors, officers, employees, agents, independent contractors, representatives, and affiliates from any and all claims, causes of action, demands, liabilities, and expenses (including without limitation reasonable attorney’s fees) of any kind whatsoever (collectively, “Claims”) arising out of or related to Assignee’s failure to perform its obligations under this Assignment or the obligations of Purchaser under the Agreement from and after the Effective Date. Assignor hereby agrees to indemnify and hold harmless Assignee and its officers, employees, agents, independent contractors, representatives, and affiliates from and against any and all Claims arising out of or related to Assignor’s failure to perform the obligations of Purchaser under the Agreement prior to the Effective Date.

14. Assignment; Binding Effect. The parties may not assign their rights or obligations under this Assignment or under this Agreement without the prior written consent of the other party. Subject to the foregoing provisions of this Section 14, this Assignment is binding upon and will

inure to the benefit of Assignor, Assignee, and their respective successors and assigns.

15. Choice of Law. This Assignment is governed by and must be construed under Tennessee law, without regard to its choice-of-law provisions

16. Survival. The representations, warranties, and covenants of the parties to this Assignment shall survive execution and delivery of this Assignment and termination of the Agreement.

17. Counterparts. This Assignment may be executed in one or more counterparts, each of which is considered an original and all of which together constitute one and the same instrument, and may be delivered by facsimile or electronic mail.

18. Headings. All headings in this Assignment are for reference purposes only and must not affect the interpretation of this Assignment.

19. Entire Agreement. This Assignment constitutes the entire agreement of Assignor and Assignee regarding the subject matter hereof. Any previous agreements between the Assignor and Assignee related to the subject matter of this Assignment are hereby replaced by this Assignment. This Assignment may be modified or changed only by a written instrument signed by both parties. Notwithstanding anything herein to the contrary, nothing in this Assignment modifies the rights and obligations of Purchaser and Seller under the Agreement. The provisions, representations, and conditions of the Agreement, as assigned hereby, shall remain in full force and effect, enforceable in accordance with its terms.

Signatures follow.

IN WITNESS WHEREOF, Assignor, Assignee and Seller have executed this Assignment as of the date set forth above.

ASSIGNOR:

Blue Sky Communities, Inc.,
a Tennessee corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

City of Bartlett, Tennessee,
a municipal corporation organized under the laws of the
State of Tennessee

By: _____
Name: _____
Title: _____

SELLER:

North Lakes Golf Club, LLC,
an Alabama limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

The Agreement

See attached.

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

(Quail Ridge 2025)

THIS CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY (the "Agreement"), made as of the 7th day of October, 2025 (the "Effective Date"), by and between NORTH LAKES GOLF CLUB, LLC, an Alabama limited liability company, hereinafter referred to as "Seller," and BLUE SKY COMMUNITIES, INC., a Tennessee corporation, or its permitted assigns, hereinafter referred to as "Purchaser."

WITNESSETH:

WHEREAS, Seller desires to sell and Purchaser desires to purchase all of Seller's right, title and interest in and to certain real property as more particularly hereinafter described upon the terms and conditions herein set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants and conditions hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby covenant and agree as follows:

1. Property. Seller hereby agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions provided herein, the Seller's interest in certain real property located in the City of Bartlett, State of Tennessee, County of Shelby, bearing **Tax Parcel ID Nos. B014800894 (102.14 ac.), B014800786 (33.91 ac.), B014800787 (8.67 ac.), and B014800856 (5.6 ac.)**, totaling approximately **150.32 acres**, together with all and singular rights, improvements and appurtenances thereto, including any right, title and interest of the Seller in and to adjacent streets, alleys or rights-of-way (hereinafter collectively referred to as the "Property").

2. Purchase Price. The aggregate purchase price ("Purchase Price") for the Property shall be **\$3,000,000**, payable as follows:

(a) Earnest money (the "Earnest Money") in the amount of **\$20,000** shall be placed in escrow with J. Philip Jones, Esq. ("Escrow Agent"), as agent for Chicago Title Insurance Company, in a non-interest bearing account to be applied to the Purchase Price with the Initial Purchase (as hereinafter defined) or, in the event of termination of this Agreement, to be delivered in accordance with the terms of this Agreement.

(b) The balance of the Purchase Price shall be paid in all cash at the Closing.

3. Inspection Period. Purchaser shall have a period of **sixty (60) days** from the Effective Date (the "Inspection Period") to inspect the Property and conduct such investigations as Purchaser deems necessary to determine the acceptability of the Property for Purchaser's intended use and purposes. If for any reason during the Inspection Period Purchaser shall determine that the Property is not suitable for its intended use and purposes, Purchaser shall so notify Seller, in which event this Agreement shall be deemed terminated and the Escrow Agent shall deliver the Earnest Money to Purchaser forthwith. If Purchaser fails to so notify Seller that the property is not suitable as

aforesaid prior to the end of the Inspection Period, the Earnest Money shall become non-refundable, except upon a default by Seller, the failure of a condition to Closing, or as otherwise provided herein, and should Purchaser fail to close through no fault of Seller, Seller shall be entitled to receive and retain the Earnest Money as liquidated damages and this Agreement shall be deemed terminated and no longer of any force or effect.

4. Survey. During the Inspection Period, Purchaser, at its sole cost and expense, will cause a current survey of the Property (the "Survey") to be prepared with a copy to be furnished to Seller. If Seller possesses any existing survey(s) of the Property, it will furnish them to Purchaser within ten (10) days after the Effective Date. Once the Survey is received, the legal description shall be used for the description of the Property to be included in the deed.

5. Title Commitment and Policy.

(a) Promptly after the Effective Date, Purchaser shall obtain a title commitment in favor of Purchaser or its nominee, for an ALTA owner's title insurance policy ("Title Commitment") issued by Chicago Title Insurance Company (the "Title Company"), together with copies of any and all restrictions, covenants, conditions and any and all easements of record and special taxes or assessments as set forth in the Title Commitment showing title in Seller.

Purchaser shall notify Seller of any objections to the Title Commitment prior to the end of the Inspection Period. If Purchaser fails to notify Seller in writing of any objections to the Title Commitment, it shall be conclusively presumed that the Title Commitment is acceptable to Purchaser. However, if Purchaser does notify Seller in writing of any objections to the Title Commitment, then upon receipt of such notification, Seller may either notify Purchaser that it declines to resolve said objections or shall have thirty (30) days to resolve said objections to the reasonable satisfaction of Purchaser. If Seller notifies Purchaser of its election not to resolve said objections or fails to resolve said objections to Purchaser's reasonable satisfaction within said thirty (30) day period, then Purchaser's sole remedy shall be to terminate this Agreement and have the Earnest Money promptly returned to Purchaser, or to elect, upon notice to Seller within ten (10) days after receipt of Seller's notification that it declines to resolve said objections, or after the expiration of the thirty (30) day period, to take title as it then is. If Purchaser does not so elect to close after notice from Seller of its election not to resolve said objections, or after failure of Seller to resolve said objections within said thirty (30) day period, this Agreement shall become null and void without further action of the parties and the Earnest Money shall be refunded to Purchaser.

At Closing, Purchaser may obtain, at Purchaser's expense, a standard ALTA Form owner's policy of title insurance issued by the Title Company in favor of Purchaser or its nominee showing title in Purchaser or its nominee subject only to the general exceptions contained in the policy and easements of record or other exceptions which were reflected in the Title Commitment and were accepted by Purchaser pursuant to the provisions of this Paragraph 5.

(b) In the event of any delay by the Title Company in furnishing the Title Commitment and copies of restrictions, covenants, conditions, easements, special taxes or assessments discussed herein in this Paragraph 5, all future performance dates of the Purchaser will be extended pro tanto for any such delay.

6. Property Access. Purchaser or its agents, employees, and/or contractors shall have the right to enter upon the Property and conduct soil and subsoil, engineering, water, sanitary and storm sewer, utilities, topographic, environmental and/or other tests, investigations and/or studies thereof, at Purchaser's expense. Purchaser agrees to indemnify and hold Seller harmless from any loss, damage or expense incurred in connection with the exercise by Purchaser of the rights granted hereunder and to restore the Property to its previous condition existing immediately prior to the tests performed by Purchaser or on its behalf.

7. Closing.

(a) The closing (the "Closing") of the sale and purchase of the Property shall take place within thirty (30) days satisfaction of the Inspection Period and Purchaser's Conditions of Closing, but in any event not later than **March 30, 2026**.

(b) At the Closing, Seller shall deliver to Purchaser a warranty deed in appropriate form to convey the Property to Purchaser, free and clear of any liens, leases, easements, covenants, encumbrances and restrictions of any kind or nature except those shown in the Title Commitment which are acceptable to Purchaser pursuant to the provisions of Paragraph 5(a) hereof. At Closing, the parties will execute and deliver all other deeds and documents necessary to consummate the sale and purchase of the Property pursuant to the terms of this Agreement. Seller shall pay for the preparation of the deed, and Purchaser shall pay for the recording of the deed, for any owner's title insurance policy provided for in Paragraph 5 hereof, and for any other expenses incidental to closing any purchase money financing secured by the Property. Except as otherwise provided for herein, each party will be responsible for payment of its own expenses and costs in connection with the Agreement.

8. Warranties of Seller. Seller warrants and represents to Purchaser that as of the Effective Date of this Agreement and as of the Closing hereof, as follows:

(a) There is no pending or, to the knowledge of Seller, threatened condemnation or similar proceeding or special assessment affecting the Property, or any part thereof, nor to the knowledge of Seller is any such proceeding or assessment contemplated by any Governmental Authority. As used herein, the term "Governmental Authority" shall mean the United States, the State of Tennessee, the City of Bartlett, any applicable county or district, and any agency, department, commission, board, bureau or instrumentality of any of them.

(b) No assessments for public improvements or otherwise have been made against the Property which remain unpaid by Seller including, without limitation, those for construction of sanitary or storm sewer, water, gas and electric lines and mains, streets, roads, sidewalks and curbs; and to the best of Seller's knowledge, none have been proposed.

(c) Seller is an Alabama limited liability company, duly organized, validly existing and in good standing under the laws of said state, and is duly authorized to transact business in the state of Tennessee.

(d) Seller has, or shall have at Closing, the lawful right, power, authority and capacity to consummate the transactions contemplated by this Agreement in accordance with the terms, provisions and conditions of this Agreement.

(e) Seller makes no warranties and excludes all warranties as to the condition of the Property and specifically conveys the Property in an "As Is" condition, it being a condition of Closing that Purchaser accepts the Property in an "As Is" condition.

(f) There are no cemeteries located on the Property.

(g) The Property is not enrolled in the State's Greenbelt Program or classified as farm or agriculture land and is not subject to any so called "Rollback Taxes" as a result of any change in use resulting from the sale thereof.

The aforesaid representations and warranties of Seller shall survive the Closing.

9. Purchaser's Conditions of Closing. The obligations of Purchaser to proceed to Closing under this Agreement shall be subject to the fulfillment of each of the conditions set forth below. Purchaser shall, however, have the right to waive all or any of such conditions in writing in whole or in part, excluding condition (d) below. Condition (d) set forth below shall only be waivable or amendable if approved in writing by both Purchaser and Seller. The Conditions of Closing are as follows:

(a) At the Closing, all of Seller's representations and warranties shall be true and correct and Seller shall have performed each covenant, undertaking and condition to have been performed by Seller hereunder within the time specified.

(b) At the Closing, there shall be no change in the matters reflected in the Title Commitment.

(c) Prior to the expiration of the Inspection Period, Purchaser determining that the Property is feasible in Purchaser's sole opinion for its intended purposes.

(d) Prior to the Closing, Tax Increment Financing ("TIF") shall have been approved by the City of Bartlett and Shelby County Commission that is acceptable to Purchaser in its sole discretion. Purchaser's approval of the related TIF development agreement from the City of Bartlett Mayor and Board of Aldermen, and/or the City of Bartlett Industrial Development Board are contingent on the following dates: November 6, 2025 (IDB), November 13, 2025 (BMA), December 10, 2025 (Shelby County Committee) and December 15, 2025, (Shelby County Commission (the TIF Contingency Dates).

(e) Prior to the Closing, Purchaser or its assign, as the case may be, shall have closed on the purchase of the property owned by the successors to John Maxwell, Trustee, by and through Bailey Wiener, Jr., as successor trustee, located at the corner of Stage Road and Summer

Ave. (the "Wiener Property") which Purchaser currently has under contract, and which will be included in the TIF application.

If any of the Conditions of Closing or TIF Contingency Dates are not satisfied by their respective deadline dates, then this Agreement may be terminated by Purchaser or Seller, at Purchaser's or Seller's option, including condition (d) above. Such notice of termination must be given on or before the respective deadline date for such contingency. Upon such termination, the Earnest Money shall be released to Purchaser.

10. Condemnation. Seller agrees to give Purchaser immediate written notice of any action or proceeding threatened, contemplated, instituted or pending in eminent domain or for condemnation affecting any part of the Property. If prior to Closing all of the Property is taken by condemnation or eminent domain, this Agreement shall terminate and the Earnest Money, together with any interest accrued thereon, shall forthwith be returned to Purchaser and neither party shall have any further liability to the other. At Purchaser's request, Seller shall include in the claim against the condemning authority for the value of the land taken, an additional claim for any expenses of Purchaser, such as the cost of plans, the architectural, legal and/or engineering services, financing and/or permit fees and other expenses incurred by Purchaser prior to but in preparation for the Closing contemplated herein, provided the recovery of such expenses are permitted by law. In such event, legal fees and disbursements shall be borne proportionately by the parties hereto based on the amount of their respective claims. Purchaser shall not share in any reward made to Seller other than the amount, if any, included in such award for the allowable expenses of the Purchaser. If prior to Closing any part of the Property is taken by condemnation or eminent domain proceeding or any such proceeding be threatened, this Agreement may be terminated at the election of Purchaser by its written notice to the Seller and the Earnest Money, together with any interest accrued thereon, shall forthwith be returned to Purchaser. If Purchaser does not elect to terminate, then this Agreement shall remain in full force and effect and at the election of Purchaser:

(a) Seller will turn over or credit to Purchaser at the Closing all monies received by Seller by reason of such taking and shall further assign all of Seller's right, title and interest in and to any awards that may be made for such taking, or

(b) There shall be a pro rata decrease in the Purchase Price, and Seller shall be entitled to retain all monies received by Seller by reason of such taking.

11. Default by Seller. If at the Closing: (a) Seller fails to deliver title to the Property in accordance with the terms, provisions and conditions of this Agreement; or (b) Seller shall have failed to comply with any other term, provision or condition of this Agreement; or (c) any of the representations and warranties made by Seller herein shall be in any material respect inaccurate, Purchaser shall have the right to elect either (i) to cancel this Agreement by giving notice to Seller and Escrow Agent and receiving the forthwith return of the Earnest Money, and this Agreement shall be deemed to be terminated as of the date of such notice, or (ii) sue Seller for specific performance of its obligations under this Agreement.

12. Default by Purchaser. In the event that Purchaser should fail to consummate this Agreement for any reason, except Seller's default or the termination of this Agreement pursuant to Paragraphs 5, 9 and 10, Seller shall have the right, as its sole remedy, to elect to cancel this Agreement by giving notice to Purchaser and Escrow Agent and receiving the Earnest Money as liquidated damages, and this Agreement shall be deemed to be terminated as of the date of such notice.

13. Notice. All notices hereunder shall be in writing and shall be deemed to have been duly given the following day after depositing it with a nationally recognized overnight courier service, to the party to whom directed, at such party's address herein set forth. Any party shall have the right to designate any other addresses for notice purposes by written notice to the other party in the manner aforesaid. The addresses of the parties are as follows:

Seller: North Lakes Golf Club, LLC
1020 Bray Station Road
Collierville, Tennessee 38017

Purchaser: Blue Sky Communities, Inc.
177 Crescent Drive
Collierville, TN 38017

14. Agent's Commissions. Each party represents and warrants there are no other commissions payable in regards to the sale of the Property, resulting from any other listing agreement entered into by each such party and each party shall indemnify, defend and hold the other party harmless in the event a claim is made by others not stated herein making a claim by or through Seller or Purchaser as the case may be. This Paragraph 14 shall survive Closing.

15. Assignment. It is understood and agreed that Purchaser shall not have the right to assign its rights under this Agreement to any other person, party or entity without Seller's prior written consent which may be withheld in its sole discretion. Notwithstanding the foregoing, Purchaser may assign this Contract to any person or entity related to or affiliated with Purchaser or any owner or member of Purchaser, as well as to the City of Bartlett (the "City") in connection with the TIF financing incentive award Purchaser plans to apply for.

16. Possession of Property. Possession of the Property shall be granted by Seller to Purchaser at each Closing.

17. Effective Date. Seller and Purchaser agree that time is of the essence and that failure of either party to strictly comply with the time limitations contained herein shall be considered as a default unless provided otherwise herein or unless expressly waived by agreement of the non-defaulting party. The Effective Date of this Agreement shall be the date hereof.

18. Governing Law. This Contract shall be construed in accordance with the laws of the State of Tennessee.

19. Attorney Fees. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs incurred, including reasonable attorneys' fees, costs and expenses, and the non-prevailing party shall be liable to the prevailing party in any claim, litigation, or other legal proceeding arising out of or involving this Agreement for reasonable attorney's fees, costs and expenses incurred

20 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the purchase and sale of the Property.

21 Persons Bound. This Agreement, and all covenants and provisions herein contained, shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, administrators, executors, successors and assigns.

22. Counterpart Signatures. This Agreement may be signed in counterparts which when taken as a whole shall constitute one and the same document.

23. Confidentiality. Seller agrees to strictly maintain the confidentiality of the terms of this Agreement, and not to share the details of this Agreement with any other person other than Seller's attorney, accountant, board of directors or trustees and other persons in a need to know capacity.

[Balance of page intentionally left blank. Signatures contained on next page.]

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
SIGNATURE PAGE

SELLER:

NORTH LAKES GOLF CLUB, LLC

David M Wilder

By: David M Wilder (Oct 8, 2025 11:12:10 CDT)

Title: Member

PURCHASER:

BLUE SKY COMMUNITIES, INC.

Keith Grant

By: Keith Grant (Oct 7, 2025 18:49:22 CDT)

Title: President











Quail Ridge PSA Buyer CL 10.2.25_ (002)

Final Audit Report

2025-10-08

Created:	2025-10-07
By:	William Griffin (wgriffinjr@gcemlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATudxwQTY9rw8P-ZlvSO-9D0U3ryIbBv

"Quail Ridge PSA Buyer CL 10.2.25_ (002)" History

-  Document created by William Griffin (wgriffinjr@gcemlaw.com)
2025-10-07 - 9:34:04 PM GMT- IP address: 73.5.126.13
-  Document emailed to d.wilder@mac.com for signature
2025-10-07 - 9:36:16 PM GMT
-  Document emailed to kgrant@grantnewhomes.com for signature
2025-10-07 - 9:36:17 PM GMT
-  Email viewed by kgrant@grantnewhomes.com
2025-10-07 - 10:22:45 PM GMT- IP address: 104.28.97.16
-  Signer kgrant@grantnewhomes.com entered name at signing as Keith Grant
2025-10-07 - 11:49:20 PM GMT- IP address: 104.4.158.41
-  Document e-signed by Keith Grant (kgrant@grantnewhomes.com)
Signature Date: 2025-10-07 - 11:49:22 PM GMT - Time Source: server- IP address: 104.4.158.41
-  Email viewed by d.wilder@mac.com
2025-10-08 - 3:12:36 AM GMT- IP address: 104.28.32.105
-  Signer d.wilder@mac.com entered name at signing as David M Wilder
2025-10-08 - 4:12:08 PM GMT- IP address: 104.28.76.106
-  Document e-signed by David M Wilder (d.wilder@mac.com)
Signature Date: 2025-10-08 - 4:12:10 PM GMT - Time Source: server- IP address: 104.28.76.106
-  Agreement completed.
2025-10-08 - 4:12:10 PM GMT

FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY (this "*Amendment*") is made and entered into as of December 6, 2025 (the "*Amendment Effective Date*") by and between **North Lakes Golf Club, LLC**, an Alabama limited liability company ("*Seller*") and **Blue Sky Communities, Inc.**, a Tennessee corporation ("*Purchaser*").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser entered into that certain CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY effective October 7, 2025 (the "*Agreement*"), pursuant to which Purchaser contracted to purchase and Seller contracted to sell that certain Property more particularly described in the Agreement, all in accordance with, and subject to, the terms and conditions of the Agreement; and

WHEREAS, Seller and Purchaser now wish to enter into this Amendment in order to extend the Inspection Period.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Recitals; Definitions. The recitals of fact set forth above are hereby adopted as true and correct statements of fact as though set forth verbatim in the agreement portion hereof. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2. Inspection Period. The Inspection Period is hereby extended through and including December 22, 2025.

3. Agreement in Full Force and Effect. Except as modified by this Amendment, the Agreement shall remain unmodified and full force and effect and is hereby ratified and confirmed in all respects by Seller and Purchaser. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall supersede and be controlling. On and after the Amendment Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, will mean and be a reference to the Agreement as amended by this Amendment.

4. Counterparts; E-Mail. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Amendment, any signature transmitted electronically via e-mail shall be considered to have the same legal and binding effect as any original signature.

[remainder of page intentionally left blank; signature pages to follow]

FIRST AMENDMENT TO CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

SIGNATURE PAGE

PURCHASER:

BLUE SKY COMMUNITIES, INC.

By: Keith Grant
Keith Grant, President

SELLER:

NORTH LAKES GOLF CLUB, LLC

By: _____
Name: _____
Title: _____

Exhibit “B”

Amended Development Agreement

[attached]

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is executed _____, 2026, 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”), the **City of Bartlett, Tennessee**, a municipal corporation organized under the laws of the State of Tennessee (the “City”), and **Blue Sky Communities, Inc.**, a Tennessee corporation (“Blue Sky”).

WITNESSETH:

WHEREAS, the City and Board previously entered into that certain Development Agreement dated as of January 14, 2026 ("Agreement"), to provide for a Tax Increment Incentive (as defined in the Agreement) to support public safety improvements in the Corridor Improvement Area, the development of an approximate 34.59-acre tract of land located adjacent to the Corridor Improvement Area for a mixed-use development, and the purchase of a privately-owned golf course known as Quail Ridge Golf Course, all as more particularly described in the Agreement;

WHEREAS, the City partially assigned the Blue Sky Interests (as defined in the Agreement) to Blue Sky.

WHEREAS, the City and Blue Sky have requested that the Board pledge the Tax Increment Revenues in support of the loan described below to finance Eligible Costs.

WHEREAS, the parties now desire to amend the Agreement as to certain matters, as more particularly set forth below.

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

1. Defined Terms. Capitalized terms used in this Amendment and not otherwise defined have the respective meanings set forth in the Agreement.

2. Amendments to Definitions. The Agreement is hereby amended in all respects necessary to add the following defined terms to Section 1 of the Agreement:

“Bartlett Interests” means (i) the Tax Increment Revenues generated by the Bartlett Property, less the County Trustee Fee applicable to the property taxes from the Bartlett Property, (ii) all of the City’s other right, title, and interest under this Agreement with respect to the Bartlett Property, and (iii) all obligations of the City under this Agreement with respect to the Bartlett Property.

“Bartlett Property” means the Corridor Improvement Area and the Greenspace Preservation Area.

“Bartlett TIF Revenues” means the Tax Increment Revenues constituting the Bartlett Interests.

“Blue Sky TIF Revenues” shall mean the Tax Increment Revenues constituting the Blue Sky Interests.

“Loan” or “TIF Loan” means the loan not to exceed \$3,000,000.00 from Blue Sky to the Board, which loan will be evidenced by TIF Note.

“Loan Agreement” means that certain Loan Agreement dated _____, 2026, between Blue Sky and the Board regarding the Loan.

“Loan Documents” means the Loan Agreement and all other supporting documents approved by the Board in support of the Loan.

“Security Agreement” means the Assignment of Tax Increment Revenues dated as of January __, 2026, executed by the Board and Blue Sky.

“TIF Note” means the Board’s TIF Note in the maximum principal amount of \$3,000,000.00 executed by the Board and payable to Blue Sky.

3. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

3. Pledge of Tax Increment Revenues to Secure Loans. The Board shall pledge the Blue Sky Interests pursuant to the Security Agreement to support the Loan pursuant to the Loan Agreement. The pledged terms and obligations for the repayment of the Loan shall all be contained in the Loan Agreement, the Security Agreement and the TIF Note.

4. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

4. Disbursement of Tax Increment Revenues to Pay Eligible Costs Directly. The Board hereby agrees to commit the Bartlett TIF Revenues to the payment of Eligible Costs directly 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 Bartlett TIF Revenues 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 an authorized representative of such Developer, along 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 Bartlett TIF Revenues then on deposit in the Project Tax Increment Fund, make payment to or at the direction of 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 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 Bartlett TIF Revenues 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 or the applicable Financing Trustee’s reasonable satisfaction that Developer has sufficient additional funds (which may include loan proceeds) to pay all such Eligible Costs for all such Eligible Improvements then under construction.

5. Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

5. Disbursement of Tax Increment Revenues to pay Tax Increment

Financing Loan. The Board and Blue Sky will close the Loan by executing, delivering, and accepting (as applicable) the Loan Documents. The forms of the Loan Documents must be in substantially the same forms as previously provided by the Board to Developer, with such changes as a reasonably requested by the Board and Developer. The Board hereby agrees to commit the Blue Sky TIF Revenues to the payment of the Loan, and the Board hereby agrees to commit the proceeds of the Loan to the payment of Eligible Costs pursuant to the Loan Agreement in accordance with the terms of the Loan Agreement and this Agreement. The City consents to the disbursement of the proceeds of the Loan in accordance with the Loan Documents. The Board shall provide commercially reasonable cooperation to the City in closing the Loan and shall provide commercially reasonable cooperation to Blue Sky or any other Developer approved by Blue Sky in closing any future are Tax Increment Financing Loan(s) pursuant to Tax Increment Financing Loan Documents acceptable to the Board in its reasonable discretion. The Board shall not be obligated to incur any out-of-pocket cost or expense in connection therewith, and, to the extent not financed as Transaction Costs, the applicable 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 such Developer; 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 Developer or the Board, the parties shall enter into any addendum to (or amended and restated version of) this 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 Developer as set forth in this Section 5. The Board shall use the proceeds of any such future 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. Section 7 of the Agreement is hereby amended to insert a new subsection d. as follows:

d. The Board has approved and will comply with the Loan Documents. The Board also agrees that it will not agree or consent to any amendment, modification, or change in the Loan Documents without the prior written consent of the City in its sole discretion.

7. Except as expressly modified by this Amendment, the Agreement is in full force and effect in accordance with its original terms and conditions. In the event any terms of this Amendment conflict with terms of the Agreement, the terms of this Amendment control. This Amendment constitutes the entire agreement of the parties regarding the subject matter hereof. Any previous agreements between the parties related to the subject matter of this Amendment are hereby replaced by this Amendment. This Amendment may be modified or changed only by a written instrument signed by both parties. This Amendment may be executed in one or more counterparts and may be delivered by facsimile or electronic mail, each of which is considered an original and all of which together constitute one and the same instrument.

[Signatures commence on the next page]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above mentioned.

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: _____

City of Bartlett, Tennessee, a municipal corporation organized under the laws of the State of Tennessee

By: _____
Name: _____
Title: _____

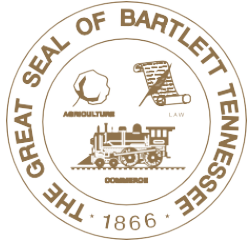
Blue Sky Communities Inc., a Tennessee corporation

By: _____
Name: _____
Title: _____

49229541.2

**Board of Mayor and Aldermen
February 10, 2026**

Item Memo



Consent Summary:

Formal Body:

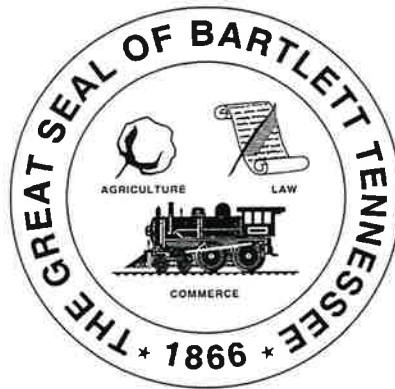
Attachments:

City of Bartlett RFP and Selection Sheet, Quail Ridge Management Agreement FINAL,
Exhibit A - First Year Improvements FINAL

CITY OF BARTLETT

***MAYOR'S OFFICE
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134***

David Parsons, Mayor
Steve Sones, Chief Administrative Officer



REQUEST FOR SEALED BIDS

RFP # FY2026-10-012

DUE: Friday, December 5, 2025, no later than 2:00 p.m. (CST)

PROFESSIONAL GOLF MANAGEMENT SERVICES

The City of Bartlett is soliciting written bids, on a competitive basis, from qualified companies or professionals to provide Professional Golf Management Services.

I. PURPOSE

The City of Bartlett, Tennessee, seeks proposals from qualified Firms or Companies (Proposers) to secure professional services from a qualified golf course management firm to manage, operate, and maintain Quail Ridge Golf Course.

II. PROJECT SCOPE

A. BACKGROUND:

Quail Ridge Golf Course opened in 1994 as an 18-hole, semi-private facility designed by David Pfaff (a former Pete Dye associate).

It featured rolling hills, wooded fairways, seven lakes, and a creek, which is unique terrain for the otherwise flat Memphis metro; measured about 6,600 yards; was a par 70/71 with a slope rating around 128. The course is spread out over three (3) parcels totaling +/- 145 acres. The property is equipped with a clubhouse (6,760 sf), golf cart storage (7,200 sf), two maintenance facilities (7,080 and 3,540 sf), and an Irrigation Pump House (352 sf), along with cart paths and bridges throughout the course. At one point, the course hosted annual tournaments and events, with approximately 45,000 rounds of play annually. The course was operated for over 30 years and closed permanently on November 2, 2024. At that time, the course was hosting an estimated 22,000 rounds per year.

Watermark Golf has completed a comprehensive Golf Course Assessment Report, which is available upon request. A site tour will be held, by appointment, from November 10th through 14th. In addition, a Golf Map Market Analysis Report is also available by request, which estimates a return to nearly 30,000 course rounds annually based on a 10-mile radius study of active participants.

B. SCOPE OF WORK

The City is seeking a Proposer to manage the golf course and golf-related facilities, as well as food and beverage services, who will provide the highest quality golf programs to the public. The quality of service and performance that can be expected of the prospective Proposer will be the key criterion in the selection of the Proposer. The selected Proposer will be expected to maximize the public use of the course without compromising the quality of service or maintenance. The Proposer will be expected to operate the facility, including capital improvements, with zero cost to the City. The contract term for this proposal is to be a minimum of five years with options to extend.

The golf course Proposer will be responsible for providing the following services at Quail Ridge Golf Course facilities:

1. The selected Proposer will be responsible for managing all aspects of golf course operations, including, but not limited to, pro shop management, tee time coordination, starter and marshal services, food and beverage operations, tournament planning, instructional programs, special events, and maintaining landscape and hardscape.

PROFESSIONAL GOLF MANAGEMENT SERVICES

{ENTER NUMBER}

DUE: December 5, 2025

2. Implementing all identified Capital Improvement Projects, including additional investments, with zero cost to the City.
3. A full-time staff member who is certified by the Golf Course Superintendents Association of America (GCSAA) or an equivalent professional organization.
4. Must employ a full-time pesticide applicator who holds a valid certification from the State of Tennessee, in compliance with all applicable laws and regulations governing the preparation, storage, and application of pesticides at golf course facilities.
5. Utilizing appropriate equipment to maintain all turf and landscape areas.
6. Provide snack/food and beverage concessionaire services to players and ensure that all applicable county and/or state licenses are obtained prior to operation in accordance with Tennessee law.
7. Obtain and maintain a City of Bartlett and Shelby County business license.
8. If desired, obtain an on-site beer and/or liquor license and maintain all rules and regulations associated with this licensure.
9. Purchasing of merchandise for the pro shop, and maintenance and replacement (as necessary) of furnishings, equipment, and fixtures for all buildings.
10. Provide golf carts as well as pull carts for public rental.
11. Maintaining and developing golf instruction programs as well as other efforts to attract new golfers of all ages.
12. Maintaining a positive working relationship with community groups, such as Bartlett City Schools, the City of Bartlett Parks and Recreation Board, and the Bartlett Area Chamber of Commerce.
13. Educational and Community Engagement Coordination: The selected Proposer shall coordinate with Bartlett City Schools to facilitate opportunities for student engagement in golf-related activities at Quail Ridge Golf Course. The Proposer shall work collaboratively with school representatives to develop a mutually beneficial schedule and program structure that aligns with the City's and Bartlett City Schools' goals for youth development, community engagement, and educational enrichment.
14. Maintaining and establishing leagues, tournaments, in-house golf clubs, golf course policy manuals, and a junior golf program as needed.
15. Collecting and paying all fees and taxes.

16. Maintaining records and finances in a manner that will allow the City to audit accounting procedures, internal controls, records, supporting documents, and any additional documents/practices throughout the duration of this agreement.

17. Effectively and aggressively marketing the course.

18. Financial Responsibility and Cost Assumption:

a. The selected Proposer shall be solely responsible for all costs associated with the operation, maintenance, and management of Quail Ridge Golf Course throughout the duration of the agreement. This includes, but is not limited to:

i. Payment of all employee wages, salaries, and legally required benefits.

ii. All operational and administrative costs.

iii. All recurring and non-recurring maintenance expenses.

iv. All capital improvement costs as defined in the final agreement.

v. All utilities, insurance, licensing, and applicable taxes.

vi. Any other costs customarily associated with professional golf course management.

b. Under no circumstances shall the City of Bartlett incur any financial obligation or liability related to the operation of the facility during the term of the agreement. The Proposer shall maintain sufficient financial and operational capacity to fulfill all contractual obligations without reliance on City funds or subsidies. This requirement shall be incorporated into the final contract and shall be enforceable throughout the term of the agreement.

C. INFRASTRUCTURE COMPLETION REQUIREMENT

The selected Proposer shall be contractually obligated to complete all infrastructure improvements mutually agreed upon between the City of Bartlett and the Proposer. These improvements shall be defined in detail within the final negotiated contract following the selection process. The Proposer shall be solely responsible for the timely execution and funding of these improvements, with no cost incurred by the City. Failure to complete the agreed-upon infrastructure improvements may constitute a breach of contract and be subject to termination or other remedies as outlined in the final agreement.

D. LEASE-PURCHASE OPTION

To support the successful launch of operations, the City may waive lease payments for a period to be mutually agreed upon in writing by the City and the selected Proposer, allowing the selected Proposer to recover initial startup costs. If the City exercises its discretion to waive lease payments, the specific terms and duration of this waiver will be finalized during contract negotiations.

Upon successful completion of three (3) consecutive years of operations under the initial contract, the Proposer shall have the option to enter a lease-purchase arrangement with the City of Bartlett for the Quail Ridge Golf Course property. The purchase price will be set at three million dollars (\$3,000,000), plus interest, with terms to be negotiated and memorialized in a separate lease-purchase agreement.

Documented infrastructure improvement expenses incurred by the Proposer during the initial contract period, subject to definition and approval in the final agreement, may be credited toward the purchase price. This lease-purchase option is contingent upon satisfactory performance, full compliance with contractual obligations, and mutual agreement between the City and the Proposer.

III. PROPOSAL SCHEDULE

ALL PROPOSALS/BIDS (one original and three copies) MUST BE RECEIVED FOR REVIEW AND EVALUATION NO LATER THAN FRIDAY, DECEMBER 5, 2025, AT 2:00 pm CST. Facsimiles or e-mailed proposals will not be accepted, as they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. The date and time received will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this BID packet.

Request for Proposal Issued	October 31, 2025
Course Reviews (By Appointment)	November 10 – 14, 2025
Deadline for Written Questions	November 21, 2025, at 5:00 pm (CST)
Responses to Questions (Will be added as an attachment to the bid documents at www.cityofbartlett.org/bids)	November 26, 2025, by 5:00 pm (CST)
Proposal Due	December 5, 2025, at 2:00 pm (CST)
Evaluation of Proposals by City Staff	December 8 – 12, 2025
Board of Mayor and Aldermen Contract Presentation	TBD

IV. COURSE REVIEWS

Course reviews will be held, by appointment, from Monday, November 10, through Friday, November 14, 2025. These tours can be arranged by calling Bartlett City Hall at (901) 385-6400 or email junderwood@cityofbartlett.org.

V. CONTACT & QUESTIONS

All questions about the Proposal, Contract Documents, including specifications, must be submitted in writing. Replies will be issued by addenda on the City's website. Only questions answered by formal written addenda will be binding. Written questions should be submitted to Steve Sones at ssones@cityofbartlett.org. The deadline for questions is **Friday, November 21, 2025, at 5:00 p.m.**

VI. PROPOSAL SUBMITTAL & REQUIREMENTS

All proposals submitted in response to this Request for Proposal (RFP) must include a detailed and itemized cost breakdown reflecting the full scope of services required to operate and maintain a fully functional municipal golf course, as outlined in Section II: Scope of Work. These materials will be used to evaluate the Proposer's qualifications, financial capacity, operational readiness, and alignment with the goals of the City of Bartlett:

A. Company Overview: A brief history of the company, including its mission, ownership structure, and relevant background that demonstrates alignment with the goals and requirements outlined in this RFP. The overview should highlight the company's capacity to manage municipal golf operations and its commitment to service excellence.

B. Qualifications and Experience: A detailed summary of the company's experience in golf course management, including the qualifications of key personnel who will be assigned to this project. Proposals should include examples of similar projects completed within the last five years, with emphasis on operational success, community engagement, and financial performance.

C. Operation and Management Plan: A clear and organized plan outlining the company's approach to delivering the scope of services described in this RFP. The plan should also address strategies for customer service, course maintenance, programming, staffing models, revenue generation, and operational capabilities, including but not limited to the following:

1. **Five-Year Profit and Loss Projection:** A detailed financial forecast outlining anticipated revenues, expenditures, and net operating results for the first five years of operation. This projection will be used to evaluate the Proposer's financial planning and to establish performance benchmarks for the awarded Proposer.

a. **Special Note:** During the initial term of the agreement and any subsequent renewal periods, any proposed adjustments to public fees or rates, outside of these projections, shall be subject to review and recommendation by a designated board or commission, serving in an advisory and oversight capacity. Final approval of such adjustments shall rest with the Mayor's Office. This requirement shall remain in effect unless and until the Proposer exercises a lease-to-purchase option and successfully completes the acquisition of the property under the terms of a duly executed agreement, at which point this oversight provision shall be dissolved.

2. Maintenance and Facility Improvement Plan – Years 1–3: A comprehensive plan detailing the Proposer's approach to maintaining and improving the golf course and associated facilities during the first three years of operation. This plan should include both recurring maintenance activities and capital improvements necessary to restore and enhance the property.
3. Planned Facility and Course Repairs – Year 1: A specific and itemized list of all facility and course repairs the Proposer intends to complete during the first year of operation. This list should reflect the immediate priorities identified in the Golf Course Assessment Report and align with the infrastructure obligations outlined in the Scope of Work.

D. Professional Resume and References: A business or personal resume outlining the Proposer's relevant experience in golf course management, restoration, or related ventures. This should include a list of references, current and former employers, and examples of similar projects completed. References may be contacted for verification.

E. Public Opening Timeline: A detailed timeline indicating the anticipated date for reopening the golf course to the public, including key milestones such as infrastructure completion, staffing, and marketing rollout.

F. Financial Commitment Letter: A formal letter of financial commitment must be submitted, issued and signed by a duly authorized officer of a recognized financial institution (e.g., commercial bank, credit union, or lending entity). This letter should confirm that the Proposer either has sufficient financial resources available or is actively working with a financial institution to secure funding necessary to support initial start-up operations, including pre-opening expenses and all agreed-upon infrastructure improvements as defined in the final agreement.

While the City does not require proof of funds to cover all operating and maintenance costs for the full contract term, the Proposer must demonstrate adequate liquidity or access to working capital sufficient to maintain cash flow through the initial launch period and to reasonably sustain operations during seasonal fluctuations. Acceptable documentation may include commitment letters, verified account statements, escrow confirmations, or other financial instruments evidencing capacity to meet these obligations.

Given the limited response window, the City will accept letters that reflect pending approval or conditional financing arrangements at the time of proposal submission. However, a finalized financial commitment letter confirming secured funding must be received no later than the date of award.

G. Additional Considerations: Proposers may include any other relevant materials or considerations that support their qualifications or enhance the proposed operation of Quail Ridge Golf Course. This may include community engagement strategies,

educational partnerships, sustainability initiatives, or other innovative approaches. Inclusion of this section is optional but encouraged.

VII. EVALUATION & SELECTION

A. Evaluation Criteria: Proposals will be evaluated by the City of Bartlett's Evaluation Committee based on the following weighted criteria:

1. Operation and Management Plan (40 points):
 - a. The extent to which the proposed service meets the operational and maintenance requirements outlined in this RFP.
 - b. Demonstrated ability to successfully operate, manage, and maintain Quail Ridge Golf Course as a self-sustaining enterprise at no cost to the City.
2. Company and Staff Qualifications (20 points):
 - a. Experience of the proposing firm and key personnel in providing similar golf course management services.
 - b. Demonstrated qualifications and certifications relevant to golf operations, turf management, or hospitality management.
3. Financial Stability (15 points):
 - a. Evidence of financial capacity to perform the required services, including proof of funds to cover infrastructure improvements prior to operation.
4. References and Past Performance (15 points):
 - a. Documented history of successful performance on similar contracts or comparable projects.
 - b. Client references that attest to the firm's reliability, communication, and operational success.
5. Project Approach and Timeline (10 points):
 - a. Clarity, feasibility, and practicality of the proposed implementation plan, including startup and infrastructure rehabilitation phases.
 - b. Proposed reopening timeline consistent with the City's target of late summer 2026.

- B. Evaluation of Proposals by the City:** The City reserves the right to request additional information or clarification from any proposer during the evaluation process. Interviews may be conducted with one or more firms if deemed necessary to clarify details or confirm the proposer's qualifications, methodology, or financial capability. Final selection will be based on the proposal's overall quality, responsiveness, and alignment with the City's goals for the Quail Ridge Golf Course redevelopment.
- C. Proposal Rejection and Disqualification:** The City reserves the right to reject any or all proposals, waive irregularities, or terminate the selection process at any time. Proposals may be rejected or disqualified for, but not limited to, the following reasons:
1. Incomplete or non-compliant submissions.
 2. Evidence of collusion, fraud, or misrepresentation.
 3. Default or termination on prior contracts.
 4. Demonstrated lack of ability to operate as proposed.
 5. Omission of required documentation or false statements.
 6. Failure to submit required proposal surety or performance assurances.

The City reserves sole discretion in determining which proposal best serves the public interest and advances the long-term success of Quail Ridge Golf Course.

- D. Proposer Responsibility:** Should a prospective Proposer find a discrepancy, or discrepancies in, or omissions from, the Instructions to Proposers, or should a Proposer be in doubt as to their meaning, Proposer shall at once notify in writing the City, which will then develop any necessary clarifications or addenda. Therefore, the City will not be responsible for any oral instructions or interpretations given by or to anyone whomsoever that is not confirmed in writing.
- E. Award:** The City reserves the right to accept or reject any or all proposals or parts of proposals and to waive any formalities and technicalities, and to accept the proposal(s) most advantageous to the City.

VIII. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a 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 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's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor. The Contractor 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 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, or any of the Contractor's employees or agents, is the agent, representative, or employee of the City. The Contractor will be an independent Contractor 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 as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulation and means that the Contractor 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 that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the City; that the Contractor 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 for services performed shall be on the Contractor'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 or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- b. The City may terminate the Contract upon five (5) days written notice by the City or its authorized agent to the Contractor for Contractor'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 shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date;

however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

- d. All work accomplished by Contractor 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 from performance of its duties under this contract. The City shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-Contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict of Interest. The Contractor covenants that neither the Mayor, nor any Alderman, nor any other City official, nor any other City Board member or employee holds a direct or indirect interest in the Contract. The Contractor 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 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 to the Contractor in connection with any work contemplated or performed relative to this Contract.
7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, 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 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 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. Dispute Resolution. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the City will be referred to the City Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance with Laws.

- a. If required, the Contractor 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 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 shall be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to this contract, the performance of this contract, the construction and interpretation of this contract, the breach of this contract, or the enforcement of this contract shall be instituted and litigated in a court of competent subject matter jurisdiction located in Shelby County, Tennessee, and in no other. In accordance herewith, Contractor expressly, knowingly, and intentionally waives any objection to venue or personal jurisdiction of any court of competent subject matter jurisdiction located in Shelby County, Tennessee.
11. Nondiscrimination. The Contractor 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 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 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 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 shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the City of Bartlett Request for Proposal Finance/Purchasing Department and incorporated herein by reference.

- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposal or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to City by the Contractor, Contractor understands and acknowledges that the City of Bartlett is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to City by Contractor 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 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 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, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor'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 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 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 under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

A. Indemnification and Insurance Requirements.

1. Responsibilities For Claims and Liabilities.

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

- g. The City of Bartlett is prohibited by law from indemnifying Contractor and/or any other third parties.
2. Insurance Requirements. Contractor will provide evidence of insurance coverage as required for and shall provide and maintain the following:
- a. Contractor 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 coverage shall include the following:
 1. Premises/Operations
 2. Explosion, Collapse, & Underground, if applicable
 3. Products/Completed Operations
 4. Contractual Liability
 5. Independent Contractors
 6. Broad Form Property Damage
 7. Personal Injury
 8. Jobsite Pollution Coverage
 9. Sexual Abuse and Molestation
 10. Liquor Liability – for sale or distribution
 - b. Business Automobile Liability Insurance: Limit of no less than \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
 1. Owned/Leased Autos
 2. Non-owned Autos
 3. Hired Autos

- B. Workers Compensation and Employers' Liability Insurance: Workers' compensation coverage limits shall comply with the Tennessee Workers' Compensation Law, and employer's liability coverage must have limits of no less than \$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 waives its right of subrogation against City of Bartlett for any and all workers' compensation claims.
- C. Employee Dishonesty Coverage: Coverage for contractor and its employees for dishonest acts against the Contractor and/or City and its elected officials, appointees, employees, and members of boards, agencies or commissions – minimum limit of cover\$10,000 per occurrence.
- D. Contractor agrees to maintain Commercial Property Insurance on an all risk/special causes of loss form on the Quail Ridge Golf Course facilities, for its replacement cost value, naming the City of Bartlett as loss payee. Coverage is to include, but not limited to, equipment breakdown coverage, sprinklers and irrigation systems and pumps and related equipment, fencing, trees, shrubbery and landscaping, mobile equipment, carts and related equipment, bridges and path lighting, pollutant clean-up and removal, and any improvements and/or betterments made by contractor. Coverage is to include loss of income due to a covered event. The maximum deductible per loss shall be no less than \$5,000.
- E. All insurance policies maintained by the Contractor shall provide that insurance as applying to City of Bartlett shall be primary and non-contributory irrespective of such insurance or self-insurance as City of Bartlett may maintain in its own name and on its own behalf. The Contractor agrees a waiver of subrogation is applicable to the liability and workers' compensation coverages. If Contractor should have limits in excess of those listed above, the higher limits will apply to the additional insureds. City of Bartlett will be provided a Thirty Day Notice of Cancellation or changes in any coverage required, except 10 days notice is applicable in event of non-payment of premium. All insurance companies shall be rated A- or better by A.M. Best.
- F. Cyber liability will be provided in a limit of no less than \$2,000,000 per occurrence.
- G. Excess liability or umbrella liability coverage will be maintained in a limit of no less than \$2,000,000.
- H. Right to Monitor and Audit
1. Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the City, to enter Contractor'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 will maintain all books, documents,

PROFESSIONAL GOLF MANAGEMENT SERVICES

{ENTER NUMBER}

DUE: December 5, 2025

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.

End of BID DOCUMENT Requirements

EXHIBIT A

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

Title:

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

EXHIBIT B

REFERENCES

_____ **Company Name (Proposer/Contractor)**

References for three similar-sized and type of systems:

1. Company/Reference Name: _____

Project Name and Type of Equipment Installed:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

2. Company/Reference Name: _____

Project Name and Type of Equipment Installed:

Contact Name: _____

Address: _____

Phone: _____ Email: _____

3. Company/Reference Name: _____

Project Name and Type of Equipment Installed

Contact Name: _____

Address: _____

Phone: _____ Email: _____

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

EXHIBIT C

PUBLIC ACTS 109 FORM
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:

<https://tnsos.org/acts/PublicActs.109.php>

Company Name (Proposer/Contractor)

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.



City of Bartlett

David Parsons, Mayor

December 26, 2025

Professional Golf Management Services Review:

Evaluation Criteria: Proposals were evaluated by members of the City of Bartlett, based on the following weighted criteria:

1. Operation and Management Plan (40 points):
 - a. The extent to which the proposed service meets the operational and maintenance requirements outlined in this RFP.
 - b. Demonstrated ability to successfully operate, manage, and maintain Quail Ridge Golf Course as a self-sustaining enterprise at no cost to the City.
2. Company and Staff Qualifications (20 points):
 - a. Experience of the proposing firm and key personnel in providing similar golf course management services.
 - b. Demonstrated qualifications and certifications relevant to golf operations, turf management, or hospitality management.
3. Financial Stability (15 points):
 - a. Evidence of financial capacity to perform the required services, including proof of funds to cover infrastructure improvements prior to operation.
4. References and Past Performance (15 points):
 - a. Documented history of successful performance on similar contracts or comparable projects.
 - b. Client references that attest to the firm's reliability, communication, and operational success.
5. Project Approach and Timeline (10 points):
 - a. Clarity, feasibility, and practicality of the proposed implementation plan, including startup and infrastructure rehabilitation phases.
 - b. Proposed reopening timeline consistent with the City's target of late summer 2026.

The following reflects the collective scoring review conducted by designated members of the City of Bartlett.

Categories	Warrick Golf Management	Mallard Pointe Golf Management Inc.	Memphis Golf Management
Operation and Management Plan	40	35	40
Company and Staff Qualifications	20	20	15
Financial Stability	0	15	10
References and Past Performance	15	15	10
Project Approach and Timeline	10	10	10
Total Score	85	95	85

Selection:

Based on a review of the submitted proposals, the designated members selected **Mallard Pointe Golf Management Inc.**

Prepared by:



Steve Sones, Chief Administrative Officer

QUAIL RIDGE GOLF COURSE MANAGEMENT AGREEMENT

Between

**CITY OF BARTLETT,
TENNESSEE**

And

MALLARD POINTE GOLF MANAGEMENT INC.

THIS MANAGEMENT AGREEMENT (“Agreement”) is made and entered into as of the 10th day of February, 2026 (the “Effective Date”), by and between the **CITY OF BARTLETT, TENNESSEE**, a municipal corporation organized and existing under the laws of the State of Tennessee (hereinafter called “City”), which provides social services and recreation programming for its residents, and **MALLARD POINTE GOLF MANAGEMENT INC.** (hereinafter called “Contractor”).

RECITALS:

WHEREAS, the City currently owns the Quail Ridge Golf Course located in the City of Bartlett, Shelby County, Tennessee, bearing Tax Parcel ID Nos. B014800894 (102.14 ac.), B014800786 (33.91 ac.), B014800787 (8.67 ac.), and B014800856 (5.6 ac.), totaling approximately 150.32 acres, together with improvements including a clubhouse, golf cart storage building, well pump building, and a maintenance building (hereinafter called the “Premises”); and

WHEREAS, the City published a Request for Sealed Proposals, RFP #FY2026-10-012, seeking proposals for professional golf management services, and Contractor submitted a proposal in response to the request; and

WHEREAS, the City desires to hire a Contractor to manage the Premises for the purpose of operating, managing, administering, and maintaining a public golf course and related facilities; and

WHEREAS, Contractor represents that it has the requisite experience and qualifications to manage all aspects of golf course operations, including pro shop management, tee time coordination, starter and marshal services, food and beverage operations, tournament planning, instructional programs, special events, and landscape and facility maintenance; and

WHEREAS, the parties recognize that this Agreement will promote recreational opportunities, community engagement, and economic benefit to the City and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby agrees to allow the Contractor to manage the Premises, and Contractor hereby agrees to manage the Premises, subject to the following terms and conditions:

A. Term:

- 1. Initial Term:** The initial term of this Agreement shall be for ten (10) years, commencing on February 1, 2026 (“Commencement Date”), and terminating on January 31, 2036, unless sooner terminated in accordance with this Agreement.
- 2. Renewal Term:**
 - a) Upon satisfactory performance by Contractor, as determined by the City Administration, and upon the recommendations of the Parks and Recreation Advisory Board and the Mayor, and the approval by the Board of Mayor and Aldermen, this Agreement may be renewed for an additional ten (10) year term, beginning February 1, 2036, and terminating January 31, 2046.
 - b) Upon the termination of the Renewal Term, this Agreement is subject to renewal in ten (10) year terms, which shall immediately succeed the termination of each preceding renewal term, so long as Contractor continues to perform satisfactorily, as determined by the City Administration, and both the Parks and Recreation Advisory Board and the Mayor recommend the renewal of the Agreement and the Board of Mayor and Aldermen approves the renewal of the Agreement.
- 3. Notice of Non-Renewal:** If, prior to the expiration of the Initial Term, the Renewal Term, or any subsequent renewal term, a party intends not to renew the Agreement, the party shall provide the other party written notice of its intent not to renew the Agreement at least 180 days prior to the expiration of the then-current term.

B. Scope of Services:

- 1. General Obligations:**
 - a) Contractor shall be fully and solely responsible for the day-to-day operation, management, and maintenance of the Premises as a public golf course and daily, on-site management and administration of all golf-related activities at the Premises, including, without limitation, pro shop management, sale or rental of golf-related merchandise at the pro shop, tee time coordination, starter and marshal services, furnishing of golf carts and pull carts, golf lessons and instruction, operation of a driving range, tournament planning and coordination, special event planning and coordination, and provision of food and beverage services, at no cost to the City. Contractor shall provide all personnel, equipment, and support services necessary for operating, managing, administering, and maintaining the Premises and all golf-related activities at the Premises. Under no circumstances shall the City incur any financial burden, obligation, or liability for such operations, management, administration, and maintenance, nor shall City personnel or equipment be used for these purposes. Contractor shall assume these responsibilities as of 12:00 a.m. CST on February 1, 2026.

- b) Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes in the performance of this Agreement, including, but not limited to, Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) and Tennessee Occupational Safety and Health Administration (TOSHA) requirements, the Americans with Disabilities Act (ADA), Tennessee environmental and safety regulations, and all applicable licensing requirements. Contractor shall be solely responsible for obtaining and maintaining all permits, licenses, and certifications necessary to operate the Premises as a public golf course and to provide all golf-related activities at the Premises. Contractor shall not use nor shall it permit use of the Premises for any unlawful purpose.
 - c) Contractor warrants that it presently has adequate qualified personnel to perform the scope of services required under this Agreement. All work under this Agreement shall be supervised by Contractor. Contractor 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 Contractor 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 Agreement.
- 2. Operational Guidelines:** Contractor shall develop a set of written guidelines ("Operational Guidelines") for the Premises. The Operational Guidelines shall include information necessary for the operation of the Premises, including, but not limited to, operation and maintenance of the golf course, the maintenance facility, the clubhouse, the pro shop, the carts, and other operations of the Premises, the hours of operation, and other policies relating to the operation of the Premises. The initial Operational Guidelines shall be submitted to the Parks and Recreation Advisory Board for review within 60 days of the Effective Date of this Agreement. Thereafter, Contractor shall submit the Operational Guidelines to the Parks and Recreation Advisory Board for review annually on or before December 1 of each year for the duration of this Agreement.
- 3. Annual Budgets and Financial and Accounting Records:**
- a) Within 30 days of February 1, 2026, Contractor shall prepare and submit a proposed annual budget (the initial proposed annual budget and each subsequent proposed annual budget shall be referred to as "Annual Budget") to the Parks and Recreation Advisory Board for the balance of calendar year 2026. The Annual Budget shall include all costs associated with the operation, maintenance, administration, and management of the Premises in accordance with golf industry standards, including, but not limited to, the following:
 - i) Employee wages, salaries, and legally required benefits;

- ii) Operational and administrative costs;
- iii) Recurring and non-recurring maintenance expenses;
- iv) Anticipated capital improvement costs;
- v) Utilities, insurance, licensing, and applicable taxes; and
- vi) Any other costs customarily associated with professional golf course management in accordance with golf industry standards.

Thereafter, Contractor shall prepare and submit an Annual Budget to the Parks and Recreation Advisory Board on or before December 1 of each year for the duration of this Agreement.

- b) Contractor shall prepare and maintain monthly financial reports and accounting statements, including, but not limited to, the following: income statement, cash flow statement, balance sheet, accounts receivable report, accounts payable report, cost of goods sold report, and any other report or statement necessary for the operation of the Premises prepared or maintained in accordance with generally accepted accounting principles. During the Initial Term, all renewal terms, and for a period of six (6) years after the termination of this Agreement, Contractor shall maintain all such reports and statements and, upon request by the City, shall provide all such reports and statements to the City.
4. **Fee Schedule:** Contractor shall prepare and maintain a comprehensive fee schedule, phased to reflect the operational timeline of the golf facility. The fee schedule shall include, at a minimum:
- a) Greens fees, including daily rates, any seasonal rates, discounted rates for City employees and Bartlett City Schools employees, shall be established and approved by the Board of Mayor and Aldermen (BMA).
 - b) All other categories of fees, including golf cart rentals, memberships, tournaments, driving range, and instructional programs, shall be developed by Contractor and presented to the Parks and Recreation Board for review and recommendation prior to the course being fully open to the public. No such fees shall be implemented without the advance approval in accordance with this Agreement.

Golf Fee Schedule

Day Type	Type	Base Rate	Notes
Weekday	Senior	\$40	Fixed senior rate
Weekday	Standard	\$50	May be lowered based on demand
Weekend & Holiday	Standard	\$65	Standard weekend/holiday rate
Weekend & Holiday	Premier Tee Time	\$75	Maximum rate for premier tee time or special events

This Golf Fee Schedule establishes the current rates for weekday and weekend/holiday play at the course. Weekday rates include a \$40 fee for seniors and a \$50 fee for patrons, with flexibility to adjust the patron rate downward based on demand. Weekend and holiday play is set at \$65, with a maximum of \$75 for premier tee times or special events to reflect peak demand and premium access.

A 15% discount shall apply to active military personnel, police officers, firefighters, employees of the City of Bartlett, and Bartlett City School employees.

5. Capital Improvements:

a) Mandatory First-Year Capital Improvements and Escrow Requirement: Contractor shall complete the first-year capital improvements identified by the City’s Code Department and Fire Marshal, together with the additional first-year capital improvements described in Exhibit A (collectively, “Mandatory First-Year Capital Improvements”) and shall ensure that all such Mandatory First-Year Capital Improvements are performed and completed in compliance with all applicable municipal, county, and state codes, ordinances, regulations, and permitting requirements, including, without limitation, building, plumbing, electrical, heating, ventilating and air conditioning, fire, health and safety, and zoning codes. In the event it is determined that any Mandatory First-Year Capital Improvements performed by Contractor are not in compliance, or cause the Premises to be non-compliant, with any applicable municipal, county, and state codes, ordinances, regulations, and permitting requirements, Contractor shall take all necessary steps, at Contractor’s sole cost, to bring the Mandatory First-Year Capital Improvement, or the Premises, or both into full compliance with such municipal, county, and state codes, ordinances, regulations, and permitting requirements. Contractor shall deposit the estimated cost of all Mandatory First-Year Capital Improvements reflected in Exhibit A into an escrow account or similar account (“Escrow Account”) approved by the City as follows: \$650,000.00 shall be deposited into the Escrow Account prior to the Effective Date, and an additional \$350,000.00 shall be deposited into the Escrow Account on or before May 4, 2026. On the Effective Date, Contractor shall provide the City with bank records, including, but not limited to, an account statement verifying the opening of the Escrow Account and the

required deposit balance of \$650,000.00 in the Escrow Account on the Effective Date, and, on or before May 4, 2026, Contractor shall provide the City with bank records, including, but not limited to, an account statement verifying the deposit of the additional \$350,000.00 in the Escrow Account. The funds deposited in the Escrow Account shall be used solely and exclusively to pay the costs of the Mandatory First-Year Capital Improvements, and, without prior written approval from the City, Contractor shall not cause or permit any funds to be debited from the Escrow Account except to pay the costs of the Mandatory First-Year Capital Improvements. Contractor shall provide the City monthly account statements from the bank for the Escrow Account showing all debits to the Escrow Account and the balance of the Escrow Account and any other records requested by the City to demonstrate Contractor's continued compliance with this requirement. To establish its cost to complete the Mandatory First-Year Capital Improvements, Contractor shall provide the City with complete documentation of all expenditures made to complete the Mandatory First-Year Capital Improvements, including invoices, proof of payment, contracts, bank account statements for the Escrow Account, other bank records for the Escrow Account, and any other supporting materials or documents reasonably required by the City to verify the actual cost of the Mandatory First-Year Capital Improvements.

- b) Future Capital Improvements and Escrow Requirement:** If, after completion of the Mandatory First-Year Capital Improvements, any future capital improvements are necessary, Contractor may provide the City written notice identifying any such necessary future capital improvement and may request approval from the City to undertake the identified capital improvement. Contractor shall not undertake any future capital improvement without the City's advance written approval. If the City approves Contractor's request to undertake a future capital improvement, Contractor shall deposit the estimated cost of the approved future capital improvement into an Escrow Account approved by the City prior to commencing work on the approved future capital improvement and shall comply with requirements of subsection (a) concerning the limited use of such deposited money and the documentation of compliance with those requirements. If approved in advance by the City, Contractor's cost to complete the approved future capital improvement may be eligible for credit toward Contractor's obligations under this Agreement to pay operating fees to the City during the Initial Term or any renewal term.
- i) For Contractor's cost to complete the approved future capital improvement to be eligible for credit toward Contractor's obligations to pay operating fees to the City, the approved future capital improvement must be performed and completed in compliance with all applicable municipal, county, and state codes, ordinances, regulations, and permitting requirements, including, without limitation, building, plumbing, electrical, heating, ventilating and air conditioning, fire, health and safety, and zoning codes. In the event it is determined that the approved future capital improvement is not in compliance, or causes the Premises to be non-compliant, with any applicable municipal,

county, and state codes, ordinances, regulations, and permitting requirements, Contractor shall take all necessary steps, at Contractor's sole cost, to bring the approved future capital improvement, or the Premises, or both into full compliance with such municipal, county, and state codes, ordinances, regulations, and permitting requirements.

ii) To establish its cost to complete the approved future capital improvement, Contractor shall provide the City with complete documentation of all expenditures made to complete the approved future capital improvement, including invoices, proof of payment, contracts, bank account statements for the Escrow Account, other bank records for the Escrow Account, and any other supporting materials or documents reasonably required by the City to verify the actual cost of the approved future capital improvement. Only verified and approved expenditures shall be eligible for credit.

iii) Eligibility of Contractor's cost to complete the approved future capital improvement for credit toward Contractor's obligation to pay operating fees to the City shall require the recommendation of the Parks and Recreation Advisory Board and the approval of the Mayor or his or her designee. All credits recommended and approved under this subsection (b) shall be applied in a manner that allows Contractor to offset or defer its obligations under this Agreement to pay operating fees to the City until such time as Contractor has fully recouped the approved cost to complete the approved future capital improvement, as recoupment is defined below in Section C(1), subject to all other terms and conditions of this Agreement.

iv) Nothing in this subsection (b) shall obligate the City to approve any request by Contractor to undertake any future capital improvement identified by Contractor or to recommend, approve, or grant any credit to Contractor for any future capital improvement.

6. Food and Beverage Services: Contractor shall provide and operate food and beverage services at the Premises, including the clubhouse. These services shall include selling snacks, providing on-premises dining in the clubhouse, and providing catering for events at the Premises. Contractor may sell alcoholic beverages, provided that Contractor first obtains all licenses and permits required by state and local law and maintains compliance with all state and local laws, ordinances, and regulations governing the purchase, handling, inventory control, sale, and service of alcoholic beverages.

7. Grounds and Facilities Maintenance: Contractor shall maintain the Premises, including, but not limited to, greens, fairways, practice ranges, foliage, bridges, cart paths, parking lot, and all buildings, in accordance with golf industry standards and all applicable federal, state, and local laws, ordinances, codes, and regulations. Contractor shall be solely responsible for maintenance and repairs of the following:

- a) Plumbing, HVAC, electrical systems, roofs, windows, and foundations of the clubhouse and other buildings on the Premises;
- b) Golf course equipment, machinery, irrigation, and water delivery systems at the Premises; and
- c) Contractor shall utilize appropriate equipment necessary to support the operation and maintenance of the Premises as a public golf course and employ a full-time staff member certified by the Golf Course Superintendents Association of America (GCSAA) or equivalent certifying organization, and a full-time pesticide applicator certified by the State of Tennessee.

With its submission of the Annual Budget on December 1 of each year, Contractor shall also submit an annual maintenance plan that shows compliance with the aforementioned responsibilities and all applicable Tennessee environmental and safety regulations and includes a detailed schedule of repairs, turf management, and equipment replacement occurring since December 1 of the prior year as well as a forecast of anticipated repairs, turf management, and equipment replacement for the upcoming calendar year.

8. Community Partnerships and Engagement: Contractor shall maintain positive working relationships with community groups, including Bartlett City Schools, the Parks and Recreation Advisory Board, and the Bartlett Area Chamber of Commerce. Contractor shall collaborate specifically with Bartlett City Schools to develop golf-related opportunities for students, aligning with the City’s goals for youth development, community engagement, and educational enrichment. Such collaboration shall include, but not be limited to:

- a) Providing designated tee times for the Bartlett High School golf team and other school-sponsored programs.
- b) Working jointly with Bartlett City Schools to host local, regional, or state-wide matches and tournaments.
- c) Offering internships, mentorships, or college-related programs in fields such as entrepreneurship, golf management, turf management, and related disciplines.
- d) Supporting educational initiatives that integrate golf operations into broader student learning opportunities.

Contractor shall prepare and submit an annual plan outlining these partnerships and initiatives to the Parks and Recreation Advisory Board for review and approval.

9. Marketing and Promotions: Contractor shall actively market and promote the Premises and its amenities, including, but not limited to, golf programs, tournaments, instructional services, catering, clubhouse rentals, and food and beverage offerings.

Contractor shall develop and implement a comprehensive marketing plan designed to maximize public use of the facility, attract new patrons, and enhance the reputation of the Premises as a premier golf destination. Contractor's marketing responsibilities shall include the following:

- a) Advertising through traditional and digital media channels;
- b) Promotion of tournaments, leagues, instructional programs, and special events;
- c) Marketing of catering services, clubhouse rentals, and other amenities for private and corporate events;
- d) Development of promotional materials and campaigns consistent with sound business practices for golf facilities of similar size; and
- e) Aggressive outreach to expand patronage while maintaining the quality of service and maintenance standards required by this Agreement.

The City may, at its discretion, collaborate with Contractor to expand the reach of marketing efforts through City-managed communication channels, including social media platforms, newsletters, and community engagement initiatives. Such collaboration shall be limited to promotional support and shall not impose any financial burden upon the City beyond the referenced collaborative effort. Contractor shall remain solely responsible for all costs associated with marketing, advertising, and promotional activities. Under no circumstances shall the City incur financial obligation or liability for Contractor's marketing operations.

C. Operating Fees and Financial Terms:

- 1. Operating Fees During Initial Recoupment Period and Any Subsequent Recoupment Periods:** During the Initial Term, Contractor shall pay the City an operating fee of One Dollar (\$1.00) per year, payable on July 1 of each year, until such time as Contractor has fully recouped the documented and approved cost of all Mandatory First-Year Capital Improvements ("Initial Recoupment Period"). The documented and approved cost of all Mandatory First-Year Capital Improvements shall be deemed fully recouped by Contractor when the cumulative cash flow from operations of the Premises, as determined according to generally accepted accounting principles, equals the total documented and approved cost of all Mandatory First-Year Capital Improvements. The Initial Recoupment Period shall continue until the City verifies, in writing, that Contractor has fully recouped the documented and approved cost of all Mandatory First-Year Capital Improvements. If, prior to the end of the Initial Recoupment Period, Contractor undertakes any approved future capital improvement and Contractor's cost to complete the approved future capital improvement has been recommended and approved as a credit toward Contractor's obligation to pay operating fees to the City, the Initial Recoupment Period shall be extended until such time as the cumulative cash flow from operations of the Premises, as determined according to

generally accepted accounting principles, equals the total documented and approved cost of all Mandatory First-Year Capital Improvements and the recommended and approved cost to complete the approved future capital improvement and the City verifies, in writing, that Contractor has fully recouped the documented and approved costs of all Mandatory First-Year Capital Improvements and the recommended and approved cost to complete the approved future capital improvement. To enable the City to review the progress of recoupment and to verify full recoupment, Contractor shall provide the City all financial statements and accounting records necessary to determine the recoupment of the documented and approved cost of all Mandatory First-Year Capital Improvements and the recommended and approved cost to complete any approved future capital improvement on a quarterly basis.

- a) If, after the end of the Initial Recoupment Period and the commencement of Contractor's obligation to pay operating fees based on a percentage of gross revenue as described below in Section C(2), Contractor undertakes an approved future capital improvement and Contractor's cost to complete the approved future capital improvement has been recommended and approved as a credit toward Contractor's obligation to pay operating fees to the City, a new recoupment period ("Subsequent Recoupment Period") shall begin upon the date of such approval of the credit ("Approval Date"). During any such Subsequent Recoupment Period, Contractor's obligation to pay operating fees based on a percentage of gross revenue shall again be suspended and reduced to One Dollar (\$1.00) per year until such time as the cumulative cash flow from operations of the Premises from and after the Approval Date, as determined according to generally accepted accounting principles, equals the recommended and approved cost to complete the approved future capital improvement and the City verifies, in writing, that Contractor has fully recouped the recommended and approved cost to complete the approved future capital improvement, at which time Contractor's obligation to pay operating fees based on a percentage of gross revenue shall resume. To enable the City to review the progress of recoupment and to verify full recoupment, Contractor shall provide the City all financial statements and accounting records necessary to determine the recoupment of the recommended and approved cost to complete the approved future capital improvement on a quarterly basis.
- b) In the event the City sells the Premises and Contractor is the purchaser, any payments of operating fees based on a percentage of gross revenue made by Contractor to the City following the end of the Initial Recoupment Period or any Subsequent Recoupment Period may be credited toward Contractor's acquisition of the Premises if approved by the City and any necessary regulatory authorities and permitted by applicable state and local law. Any such credit shall be applied on a dollar-for-dollar basis unless otherwise required by applicable law or mutually agreed in writing by the City and Contractor.

2. Operating Fees Following the Recoupment Period and Any Subsequent Recoupment Period:

a) **Operating Fees Based on Gross Revenue:** At the end of the Recoupment Period and, if applicable, any Subsequent Recoupment Period, the operating fees to be paid by Contractor to the City shall be calculated based on a tiered percentage of gross revenue as follows:

- **Five percent (5%) of Gross Revenue** on the first One Million Dollars (\$1,000,000.00) of annual Gross Revenue; and
- **Seven percent (7%) of Gross Revenue** on all annual Gross Revenue in excess of One Million Dollars (\$1,000,000.00).

Contractor shall make operating fee payments under this Section in quarterly installments, based on actual Gross Revenue received during the preceding quarter, together with a year-end reconciliation to ensure accurate application of the tiered percentages. "Gross Revenue" shall mean all revenue of any kind or nature derived directly or indirectly from the operation, use, or management of the Premises, including but not limited to, all fees, charges, sales, receipts, proceeds, and other income generated from any activity, service, program, event, or transaction conducted on or from the Premises without deduction of any type. Gross Revenue shall include all amounts earned or received, whether paid in cash, credit, electronic payment, or other form of consideration, whether in the name of Contractor or not, and whether collected or uncollected. No exclusions shall apply unless expressly approved in writing by the City. To enable the City to verify the actual Gross Revenue received during the preceding quarter, Contractor shall provide the City a quarterly income statement and any other documents or information necessary to verify actual Gross Revenue within 15 days of the date of the end of the quarter.

b) **Payment Method:** All operating fee payments shall be made payable to the City of Bartlett, Tennessee, and delivered to the City's Finance Department, or such other office as the City may designate in writing. All payments shall be deposited into a designated account established by the City for golf course operations and related purposes.

c) **Quarterly Operating Fee Payment Due Dates:** Each quarterly operating fee payment shall be due within thirty (30) days of the date of the end of the quarter for which the payment is due. Any operating fee payment not received within thirty (30) days shall accrue interest at the rate of one percent (1%) per month until paid in full and may constitute grounds for termination under Section G of this Agreement.

D. Request to Consider Sale of Premises:

1. Beginning five (5) years after the Commencement Date, should Contractor wish to pursue purchasing the Premises from the City, Contractor may request that the City consider selling the Premises. Any consideration of such a request by the City shall take into account all applicable state and local laws, and any approval of such a request

shall only be given under circumstances permitted by applicable state and local laws and in accordance with all applicable municipal ordinances, administrative regulations, and state and federal laws governing the conveyance, transfer, or disposition of real property acquired, constructed, or improved with Tax Increment Financing funds and shall be contingent upon the completion of all required external reviews, determinations, and approvals by the governing authorities having jurisdiction over the conveyance, transfer, or disposition of such real property. Contractor acknowledges that the sale of the Premises during the term of the Tax Increment Financing obligations is subject to these mandatory statutory and regulatory reviews, and that the Premises may be required to continue serving the redevelopment objectives set forth in the approved Economic Impact Plan until the expiration of said obligations.

2. Provided that the sale of the Premises as requested by Contractor can be effected in accordance with applicable state and local laws and that all required governing authorities approve the potential sale of the Premises and that the City elects to consider a potential sale of the Premises, the City will obtain an appraisal of the Premises to assist the City in determining whether and for what price to offer the Premises for sale. The appraisal shall be performed by an appraiser licensed to practice in the State of Tennessee and experienced in valuing commercial and public-use properties. In evaluating any offer to purchase the Premises that Contractor may submit, the City may consider only those capital improvements by Contractor that have been documented, submitted for approval, and formally approved by the City in accordance with this Agreement, including the documented and approved cost of all Mandatory First-Year Capital Improvements and the recommended and approved cost to complete any approved future capital improvement, and may consider the extent to which such capital improvements may have contributed to any change in the appraised value of the Premises between the August 29, 2025 appraisal of the Premises by Valbridge Property Advisors and any subsequent appraisal of the Premises obtained pursuant to this subsection.. Nothing in this Section shall be construed as obligating the City to approve Contractor's request to consider selling the Premises or obligating the City or any governing authority to approve a conveyance of the Premises, and no transfer shall occur unless such transfer complies with applicable state and local laws and unless and until all approvals required in accordance with all applicable laws governing the conveyance, transfer, or disposition of real property acquired, constructed, or improved with Tax Increment Financing funds have been obtained.

E. **Oversight and Approval:** To ensure transparency, accountability, and alignment with the City's governance structure, the operation, management, administration, and maintenance of the Premises shall be subject to ongoing oversight and approval by designated City bodies. The Parks and Recreation Advisory Board, the Mayor or his or her designee, and the Board of Mayor and Aldermen shall each play defined roles in reviewing, recommending, and approving matters related to this Agreement. The chain of oversight and clarity of specific roles are as follows:

1. **Parks and Recreation Advisory Board:** The Parks and Recreation Advisory Board shall review all Annual Budgets, fee schedules, quarterly financial presentations,

annual maintenance plans, community engagement plans, and any other proposals related to Contractor's operation, management, administration, and maintenance of the Premises. Such a review shall be mandatory prior to the submission of any written recommendations to the Mayor or his or her designee. Based on its mandatory review, the Parks and Recreation Advisory Board shall provide written recommendations to the Mayor or his or her designee.

2. Mayor or his or her designee: The Mayor or his or her designee shall review and approve all monthly, quarterly, and annual submittals as outlined in this Agreement and any future capital improvements identified by Contractor, which does not include the Mandatory First-Year Capital Improvements described in Exhibit A. The Mayor or his or her designee shall further review the written recommendations of the Parks and Recreation Advisory Board and may determine whether to endorse such recommendations before submission to the Board of Mayor and Aldermen.

3. Board of Mayor and Aldermen: The Board of Mayor and Aldermen shall have final approval authority over written recommendations submitted to it by the Parks and Recreation Advisory Board, the renewal or termination of this Agreement, amendments of this Agreement, matters described in this Agreement as requiring or involving the approval of the City, and matters for which applicable state or local law requires approval of the Board of Mayor and Aldermen.

F. Surrender of the Premises: Upon the expiration or termination of this Agreement, Contractor shall peacefully and quietly surrender the Premises to the City, including any improvements which may remain thereon. If Contractor is not in default at the time of the expiration or termination of the Agreement, Contractor shall arrange for the transfer of any required equipment to the City during the transition of services. Any damage resulting to the Premises or any part thereof from the removal of equipment shall be repaired by Contractor, at Contractor's sole cost, and Contractor shall fully restore the Premises to its condition immediately prior to the occurrence of such damage. All items not transferred to the City or promptly removed from the Premises by Contractor shall become the property of the City.

G. Termination and Breach of Contract:

1. Events of Default: The following shall constitute events of default by Contractor under this Agreement:

- a) Failure to complete the agreed-upon Mandatory First-Year Capital Improvements mandated by this Agreement and described in Exhibit A.
- b) Failure to submit the required Annual Budget, quarterly income statements, annual maintenance plans, or other required submittals.
- c) Failure to maintain or provide upon request the required monthly financial reports and accounting statements.

- d) Implementation of changes to fees or costs charged to patrons without prior approval of the Parks and Recreation Advisory Board, the Mayor or his or her designee, and the Board of Mayor and Aldermen.
 - e) Failure to maintain required licenses, permits, or certifications (including beer, liquor, health, pesticide, or business licenses).
 - f) Failure to make a quarterly installment payment of operating fees by the due date for such payment.
 - g) Failure to staff, operate, manage, administer, or maintain the Premises in accordance with the terms of this Agreement.
 - h) Failure to maintain insurance coverage as required by this Agreement or to comply with any covenant, agreement, or condition contained in this Agreement.
 - i) Failure to comply with any applicable federal, state, and local laws, ordinances, regulations, and codes in the performance of this Agreement.
 - j) An adjudication of bankruptcy against Contractor, or the appointment of a receiver for Contractor's property, or the passing by operation of law of Contractor's interest in this Agreement to any person or entity other than Contractor, unless such adjudication, appointment, or order is vacated, dismissed, or set aside within 60 days of its entry.
 - k) The filing of a lien, claim, or attachment against the Premises or any portion thereof arising out of any failure or alleged failure by Contractor to pay any sums due for labor or materials, where Contractor does not take necessary steps to release such lien, claim, or attachment within 60 days of the filing of such lien, claim, or attachment.
2. **Notice and Cure Period:** If Contractor defaults in the performance of any covenant, agreement, or condition herein contained, and such default continues for more than sixty (60) days after written notice is given by the City to Contractor, this Agreement may be terminated at the City's sole option.
3. **Termination:** Excepting defaults in the performance of any covenant, agreement, or condition contained in this Agreement, for which Contractor has an opportunity to cure pursuant to Section G(2) before the City can terminate the Agreement, the City, at its sole option, may terminate this Agreement upon the occurrence of any other event of default specified in Section G(1).
4. **City's Remedies:** Upon termination for default, the City shall have the right to re-enter or repossess the Premises and lawfully remove Contractor and its effects without liability. If the City exercises its option to terminate, Contractor shall enter into a

Transfer of Services Agreement with the City for at least sixty (60) days after termination is exercised. The Transfer of Services Agreement shall require Contractor to maintain operations under the terms defined herein during the specified period to cause no service delay and to allow the City to conduct a full transition of services.

5. **Liability for Damages:** Contractor shall remain liable for all loss or damage resulting from default or termination. Should this Agreement be placed in the hands of an attorney for enforcement, Contractor agrees to pay all costs incident thereto, including reasonable attorneys' fees.
 6. **Non-Assignment:** Neither the City nor Contractor may assign or transfer any of its rights or obligations under this Agreement without the prior written approval of the other party.
 7. **Dispute Resolution:** Except for actions seeking injunctive relief or orders to compel compliance, either party may invoke the following dispute resolution procedures to resolve a controversy, claim, or breach arising under this Agreement.
 - a) **Initial Meeting:** At either party's written request, each party shall designate senior representatives to meet and negotiate in good faith to resolve a dispute.
 - b) **Executive Meeting:** If unresolved after thirty (30) days, the Mayor or his or her designee and a designated representative of Contractor shall meet to negotiate further. Mediation may be used if agreed in writing by both parties.
 - c) **Unresolved Dispute:** If unresolved thirty (30) days after the Executive Meeting, either party may invoke any legal means available, including enforcement of default and termination procedures.
 - d) **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles. Venue for any dispute, action, or proceeding arising out of or relating to this Agreement shall lie exclusively in the state courts located in Shelby County, Tennessee, or in the United States District Court for the Western District of Tennessee, as applicable. Contractor hereby consents to the jurisdiction of such courts and hereby knowingly and intentionally waives any objection to venue therein or the personal jurisdiction thereof.
 - e) **Services:** During any dispute resolution procedure or lawsuit, the parties shall continue providing services and performing their respective obligations under this Agreement.
- H. **Independent Contractor:** Contractor, in rendering performance under this Agreement, shall be an independent contractor, and nothing contained in this Agreement is intended nor shall it be construed as establishing an employment, joint venture, or partnership relationship between Contractor and the City. Contractor shall be solely responsible for

and shall indemnify and hold harmless the City from any and all claims for any employee-related fees and costs, including, without limitation, employee insurance, employment taxes, workers' compensation benefits, withholding taxes, or income taxes.

I. Subcontractors: Except as provided in this Section, Contractor shall be prohibited from subcontracting any of the services described in this Agreement. Upon recommendation by the Parks and Recreation Advisory Board and the approval of the Mayor or his or her designee, Contractor shall have the right to hire subcontractors to provide the services described herein. Neither the recommendation of the Parks and Recreation Advisory Board and the approval of the Mayor or his or her designee nor the hiring of one or more subcontractors to provide services described in this Agreement shall relieve Contractor of any of its obligations under this Agreement. In the event Contractor exercises its right to hire subcontractors to provide services described in this Agreement, Contractor shall be responsible for the performance of services by all such subcontractors, and the City shall not be responsible for the fulfillment of any of Contractor's obligations or duties to such subcontractors. In the event Contractor exercises its right to hire subcontractors to provide services described in this Agreement, all such subcontractors shall be bound by the provisions of this Agreement governing the services for which the subcontractor was engaged to perform to the same extent as Contractor.

J. Indemnity:

1. Contractor shall indemnify, defend, save and hold harmless the City, and its elected officials, appointees, officers, employees, agents, volunteers, members of boards and committees, assigns, and instrumentalities from and against any and all claims, demands, causes of action, actions, lawsuits, losses, damages, liability, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from any conduct of Contractor or Contractor's officers, employees, agents, representatives, or subcontractors—whether acts or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise—that occurs in the operation, management, administration, or maintenance of the Premises; in the performance of or in connection with the performance of this Agreement; or in violation of this Agreement. Without limiting in any way the foregoing, Contractor's indemnification obligations shall include, but shall not be limited to, claims and actions asserted pursuant to the ADA, 42 U.S.C. § 2000e, and 42 U.S.C. § 1983 and all claims and actions asserted by Contractor's officers, employees, agents, representatives, and subcontractors. Contractor's indemnification obligations shall survive the termination of this Agreement.
2. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the City or its elected officials, appointees, officers, employees, agents, volunteers, members of boards and committees, assigns, and instrumentalities as herein provided.
3. The City has no obligation to provide legal counsel or defense to Contractor, its

subcontractors, agents, employees or assigns in the event that a suit, claim or action of any character is brought by any person not party to this Agreement against Contractor, its subcontractors, agents, employees or assigns as a result of or relating to obligations under this Agreement or the performance of this Agreement.

4. Except as expressly provided herein, the City has no obligation for the payment of any judgment or the settlement of any claims against Contractor, its subcontractors, agents, employees or assigns as a result of or relating to obligations under this Agreement or the performance of this Agreement.
5. Contractor 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 Contractor, its subcontractors, agents, employees or assigns regarding any matter resulting from or relating to Contractor's obligations under this Agreement or the performance of this Agreement and will cooperate, assist and consult with the City in the defense or investigation thereof.
6. The City is prohibited by law from indemnifying Contractor and/or any other third parties.

K. Insurance Requirements: Contractor will provide evidence of insurance coverage as required for and shall provide and maintain the following insurance coverages at all times for the duration of this Agreement:

1. **Coverage Limits (Minimum):** 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. The City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies or commissions shall be named as additional insureds. The insurance coverage shall include the following:
 - a) Premises/Operations;
 - b) Explosion, Collapse, & Underground, if applicable;
 - c) Products/Completed Operations;
 - d) Contractual Liability;
 - e) Independent Contractors;
 - f) Broad Form Property Damage;
 - g) Personal Injury;
 - h) Jobsite Pollution Coverage;

- i) Sexual Abuse and Molestation; and
 - j) Liquor Liability – for sale or distribution.
2. **Business Automobile Liability Insurance:** Limit of no less than \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
- a) Owned/Leased Autos;
 - b) Non-owned Autos;
 - c) Hired Autos; and
 - d) Motorized vehicles customarily operated at golf course facilities, including but not limited to golf carts, utility carts, and maintenance vehicles.
3. **Workers Compensation and Employers' Liability Insurance:** Workers' compensation coverage limits shall comply with the Tennessee Workers' Compensation Law, and employer's liability coverage must have limits of no less than \$1,000,000 each accident. Coverage is to include sole proprietors, partners, and officers regardless of requirement by statute. An ACORD certificate of insurance shall indicate that these individuals are covered. Contractor waives its right of subrogation against City of Bartlett for any and all workers' compensation claims.
4. **Commercial Property Insurance:** Contractor agrees to maintain Commercial Property Insurance on an all risk/special causes of loss form on the Premises and all buildings and improvements thereon, for its replacement cost value, naming the City as loss payee. Coverage is to include, but not limited to, equipment breakdown coverage, sprinklers and irrigation systems and pumps and related equipment, fencing, trees, shrubbery and landscaping, mobile equipment, carts and related equipment, bridges and path lighting, pollutant clean-up and removal, and any improvements and/or betterments made by Contractor. Coverage is to include loss of income due to a covered event. The maximum deductible per loss shall be no less than \$5,000.
5. **Cyber Liability:** Cyber liability will be provided in a limit of no less than \$2,000,000 per occurrence.
6. **Additional Liability Coverage:** Excess liability or umbrella liability coverage will be maintained in a limit of no less than \$2,000,000.
7. **Proof of Insurance:** Within fifteen (15) of the Effective Date, Contractor shall provide ACORD certificates of insurance verifying all insurance coverages required by this Agreement and the City, its elected officials, appointees, employees, and members of boards, agencies or commissions' status as named additional insureds for all coverages required by this Agreement. Thereafter, on or before the expiration date for each insurance coverage required by this Agreement, Contractor shall provide an ACORD certificate of insurance for each such insurance

coverage verifying its renewal, continued coverage in compliance with this Agreement, and the status of the City, its elected officials, appointees, employees, and members of boards, agencies or commissions as named additional insureds.

- 8. Insurance Policy Conditions:** All insurance policies maintained by Contractor shall provide that insurance as applying to the City shall be primary and non-contributory irrespective of such insurance or self-insurance as the City may maintain in its own name and on its own behalf. Contractor agrees that a waiver of subrogation is applicable to the liability and workers' compensation coverages. If Contractor should have limits in excess of those listed above, the higher limits will apply to the additional insureds. The City will be provided a 30-day notice of cancellation of or changes in any coverage required by this Agreement, except a 10-day notice is applicable in the event of non-payment of premium. All insurance companies shall be rated A- or better by A.M. Best.
- 9. Notice of Cancellation or Changes and Replacement Coverage by Contractor:** Contractor shall immediately notify the City, c/o City of Bartlett Finance Office, 6400 Stage Road, Bartlett, TN 38134 of cancellation or changes in any of the insurance coverage required hereunder. In the event of such cancellation or changes in insurance coverage, Contractor shall provide evidence of replacement coverage with no lapse in coverage to the Finance Office.
- L. Right to Monitor and Audit:** During all phases of the work and services to be provided hereunder, Contractor agrees to permit duly authorized agents and employees of the City to inspect, review, and audit the Premises during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the operation, management, administration, and maintenance of the Premises for the duration of this Agreement and for six (6) years after the termination of this Agreement and shall make such materials available at their offices at all reasonable times for inspection by the City or by any other governmental entity or agency during the same time period.

M. General Provisions:

- 1. Nondiscrimination:** Contractor 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 Agreement or in the employment practices of Contractor 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. Upon request, Contractor shall show proof of such nondiscrimination and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
- 2. Notices:** Any notice, demand, or request sent by electronic transmission shall be deemed given for all purposes under this Agreement when properly transmitted by telecommunication device. Any notice, demand, or request that is hand-delivered or sent by air or other courier shall be deemed given for all purposes under this Agreement when received. The parties' respective addresses for the purpose of notices are as

follows:

The City:	Attn: Mayor's Office Bartlett City Hall 6400 Stage Road Bartlett, TN 38134
Contractor:	Attn. Chris Sparks Mallard Pointe Golf Management Inc. 3037 State Park Rd., Sardis, MS 383666

Either party may change its address for the purpose of notices, demands, and requests required or permitted under this Agreement by providing written notice of such change of address, which change of address shall only be effective upon receipt by the other party.

- 3. Waiver of Proprietary Interest:** Notwithstanding anything to the contrary contained in this Agreement or within any other document supplied to the City by Contractor, Contractor understands and acknowledges that the City is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the City by Contractor due to services performed pursuant to this Agreement is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
- 4. Conflict of Interest:** Contractor covenants that neither the Mayor, nor any Alderman, nor any other City official, nor any other City Board member or employee holds a direct or indirect interest in the Agreement. Contractor also covenants that it has no public or private interest and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its obligations under this Agreement. Contractor warrants that no part of the total contract amount provided in this Agreement 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, subcontractor to the Contractor in connection with any work contemplated or performed relative to this Agreement.
- 5. Covenant Against Contingent Fees:** Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. 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.
- 6. Employment of City Workers:** Contractor will not engage, on a full-time, part-time or other basis during the Initial Term or any renewal terms of this Agreement, any

professional or technical personnel who are or have been at any time during the period of the Agreement in the employ of the City.

7. **Amendment or Modification:** Neither this Agreement nor any part of this Agreement may be modified or amended unless such modification or amendment is in writing, signed by authorized representatives of both parties.
8. **No Waiver of Contractual Right:** No waiver of any term, condition, default, or breach of this Agreement, or of any document executed pursuant hereto, shall be effective unless in writing, signed by the party making such waiver. No such waiver shall operate as a waiver of either i) such term, condition, default, or breach on any other occasion; or ii) any other term, condition, default, or breach of this Agreement or of such document. No delay or failure to enforce any provision in this Agreement shall operate as a waiver of such provision or any other provision in this Agreement or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Agreement 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.
9. **Governing Law and Interpretation of Provisions:** This Agreement and all amendments relating hereto shall be governed by and construed under the laws of the State of Tennessee without regard to principles of conflicts of law. Each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between the parties and as against third parties.
10. **Matters To Be Disregarded:** The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
11. **Binding Agreement:** All the terms and provisions of this Agreement shall be binding and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement is solely for the benefit of the parties hereto and nothing herein is intended to nor shall it be construed to benefit any third party.
12. **Relationship of the Parties:** It is expressly agreed and understood that, in connection with this Agreement and any agreement contemplated herein or related hereto, the City shall not be construed or held to be a partner or associate of the Contractor in the conduct of its business and that the sole relationship between the City and the Contractor is that of landlord and tenant upon the terms provided herein.
13. **Authority to Execute:** The persons executing this Agreement on behalf of the City

and Contractor hereby personally represent and warrant that they have been duly authorized to execute and deliver this Agreement.

14. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
15. **Severability:** If any of the provisions of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.
16. **Incorporation of Other Documents:** Contractor shall provide services pursuant to this Agreement in accordance with the terms and conditions set forth within the City of Bartlett Request for Sealed Proposals, RFP #FY2026-10-012, to which Contractor responded by providing a sealed proposal. Both the City's Request for Sealed Proposals, RFP #FY2026-10-012, and Contractor's seal proposal submitted in response are incorporated herein by reference. It is understood and agreed between the parties that, in the event of a variance between the terms and conditions of this Agreement and any amendment thereto and the terms and conditions contained either within the City's Request for Sealed Proposals, RFP #FY2026-10-012, or Contractor's Response thereto, the terms and conditions of this Agreement as well as any amendment shall take precedence and control the relationship and understanding of the parties.
17. **Entire Agreement:** This Agreement contains and embodies the entire understanding and agreement between the parties, and there are no other conditions, promises, representations, arrangements, or understandings, either oral or written, between the parties concerning the subject matter of this Agreement that are not expressly set forth in this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF BARTLETT, TENNESSEE

**MALLARD POINTE GOLF
MANAGEMENT INC.**

By: _____
Mayor David Parsons

By: _____
Signature

Printed Name

Title

Attested By: _____

Attested By: _____

Approved as to Form:

Approved as to Form:

By: _____
City Attorney

By: _____
Attorney for CONTRACTOR

[INSERT PAGES FOR NOTARY]

36794918.2

Exhibit A

Mandatory First-Year Capital Improvements

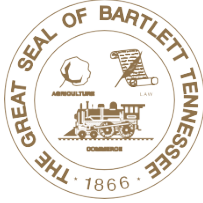
Pursuant to Section B(5) of the Agreement, the Contractor shall complete all first-year capital improvements identified by the City’s Code Department and Fire Marshal, together with the following additional specified first-year capital improvements (collectively defined in the Agreement as “Mandatory First-Year Capital Improvements”):

Year 1 Facility Improvements

Improvements	Estimated Costs
Green Renovation	\$475,000.00
Irrigation Pump Replacement	\$225,000.00
Clubhouse Renovation	\$100,000.00
Bridge Repairs	\$60,000.00
Required Code/Fire Marshall Repairs	\$50,000.00
Misc Improvements (Driving Range, irrigation system, cart leases, equipment rentals etc.)	\$30,000.00
Bunker Repairs	\$25,000.00
Tree Trimming	\$25,000.00
Spillway Erosion	\$10,000.00
Total:	\$1,000,000.00

Notwithstanding the estimated costs set forth in this Exhibit A, the Parties acknowledge and agree that the required escrowed amount for Mandatory First-Year Capital Improvements may be adjusted, upward or downward, upon receipt of bona fide written quotes or estimates from licensed contractors or vendors for construction, repair, or replacement work. Any such adjustment shall be made in good faith; shall be commercially reasonable; shall be consistent with all applicable municipal, county, and state codes, ordinances, regulations, and permitting requirements; and shall be subject to prior review and written approval by the City. The Contractor shall provide complete documentation of expenditures, including invoices, contracts, proof of payment, bank account statements for the Escrow Account, other bank records for the Escrow Account, and any other supporting materials or documents reasonably required by the City, to verify actual costs to complete the Mandatory First-Year Capital Improvements.

The Parties further agree that the Mandatory First-Year Capital Improvements shall be undertaken in phases. The funds for Phase 1 Improvements, in the amount of Six Hundred Fifty Thousand Dollars (\$650,000.00), shall be deposited into the Escrow Account approved by the City prior to the Effective Date of the Agreement. The funds for Phase 2 Improvements, in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00), shall be deposited into the Escrow Account on or before May 4, 2026. All such deposits shall be subject to the documentation, compliance, and adjustment requirements set forth herein and in the Agreement, and shall be administered in good faith and in accordance with all applicable laws of the State of Tennessee.



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

**Meeting: 2/10/2026 6:00 PM
Department: Finance
Category: Budget Amendment
Prepared By: Richard Phebus,
Director of Finance
Initiator:
Sponsors:**

Resolution 07-26

Resolution 07-26, a resolution to amend the Fiscal Year 2026 General Fund Budget to appropriate \$14,500 for qualified law enforcement officers funded by the State of Tennessee Recruitment and Retention Grant Program.

WHEREAS, the State of Tennessee Peace Officer Standard and Training Commission has provided funding for its Recruitment and Retention Grant program for eligible Bartlett Police Department law enforcement officers in the amount of \$14,500 and the funds have been received by the City; and

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

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that, the Fiscal Year 2026 General Fund budget is amended to appropriate \$14,500 in revenues and expenditures for the Recruitment and Retention Grant program for qualified law enforcement officers.

Adopted this day of February 10, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

ATTACHMENT B



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



Complete for each officer who met the designated benchmarks
and anniversary dates.

Attach additional copies or a spreadsheet if necessary.

Officer Name	Officer PSID	Category (Experienced or No Previous Experience)	Date of Hire	Anniversary Date	Anniversary Period (6,12,24 or 36) Months
Jefferson Williams	3896-8035	NP	11/01/2023	11/01/2025	24
Wallace, John	3350-5360	NP	10/01/2024	10/01/2025	12
Webb, Garrett	9022-4163	NP	10/01/2024	10/01/2025	12
Moore, Cooper	7281-6596	NP	10/01/2024	10/01/2025	12
Morton, Taylor	9681-4971	NP	10/01/2024	10/01/2025	12

Name of Law Enforcement Agency: Bartlett Police Department

Print Name of Chief: Jeff Cox Date: 11/17/2025

Signature of Chief: 

For Internal Use Only:

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

PAYABLE UPON RECEIPT