



City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

Tuesday, August 11, 2026 - City Hall Council Chambers - 6:00 PM

INVOCATION

Opening Prayer by Mark Johnson, Fountain of Truth

FUTURE MEETINGS

Parks and Recreation Advisory Board, August 13 at 6 p.m.

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

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

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

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

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

RECOGNITIONS

Bartlett City Beautiful Presentation

Shelby County Commissioner Mick Wright Recognition

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

MINUTES ACCEPTANCE

- 1 Minutes of the July 28, 2026 Board of Mayor and Aldermen regular meeting**

CONSENT AGENDA**1 Contract to resurface pickleball courts at Shadowlawn Park. (Paul Wright, Director of Parks and Recreation)**

We recommend awarding the contract to Grinder, Taber, & Grinder, Inc. for \$30,000.00 to resurface the pickleball courts at Shadowlawn Park. Funds are available in Account 110.44300.922.

2 Contract to purchase and install new flooring for the Banquet Hall at The Venue at Bartlett Station. (Paul Wright, Director of Parks and Recreation)

Recommend the purchase and installation of replacement flooring for the Banquet Hall at The Venue at Bartlett Station from American Floor Source, LLC through its Sourcewell partner, Shaw Integrated and Turf Solutions, Inc. (Shaw), under Sourcewell Contract #061323-SII. The total project cost is \$46,239.75, which includes demolition of the existing flooring and installation of new LVT flooring and cove base. Funds are available in Account 110.44500.921.

3 Change order for the Shadowlawn Park Parking Lot project. (Paul Wright, Director of Parks and Recreation)

Change Order #1 to include site preparation for the new inclusive playground site, as well as replacing the asphalt ADA parking spaces in the south-east corner of the parking lot with concrete and adjusting the concrete walkway that borders Shadowlawn Road. This change order increases the contract amount by \$27,107.48. As a result of cost savings that have been achieved in other phases of the project, this increase will not affect the original \$1.5M budget. Funds are available in Account 311.48311.780.51625.

4 Bid for BPACC seating. (Kristi Francavilla, Director of Finance)

Recommend the bid be awarded to Grinder Tabor Grinder in the amount of \$172,750.00. Funds are available in Account 311.48311.785.59126.

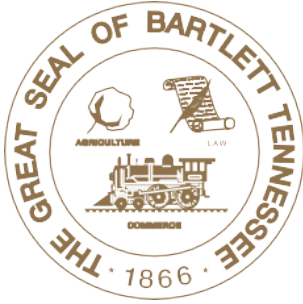
NEW BUSINESS**1 Set a public hearing for September 8, 2026 for Resolution 29-26, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located on the Sammy Guffin property, Parcel B0148 00901, on the north side of Old Brownsville Road, west of Kirby Whitten Parkway, within the "RS-15" Single Family Residential Zoning District.****2 Resolution 30-26, a resolution to amend the Fiscal Year 2027 Bartlett City Schools General Purpose School Fund and General Fund Balance. (Kristi Francavilla, Director of Finance)**

- 3 First reading of Ordinance 26-10, an ordinance amending Title 12, Chapters 6 (Energy Conservation Code) and 11 (Residential Code), Section 12-601 (Energy Conservation Code Adopted) and 12-1101 (International Residential Code Adopted) of the Codified Ordinances of the City of Bartlett, Tennessee for the purpose of statutory compliance. The public hearing to be set for September 8, 2026. (Trey Arthur, Director of Code Enforcement)**

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, July 28, 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

Family Assistance Commission, August 3 at 6 p.m.

Planning Commission, August 3 at 6 p.m.

Beer Board, August 4 at 6 p.m.

Bartlett Station Commission, August 5 at 7:30 a.m.

City Beautiful Commission, August 6 at 6:30 p.m.

RECOGNITIONS

Mayor Parsons recognized members of Boy Scout Troop 459 in attendance who were working toward their Citizenship in the Community merit badges.

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

MINUTES ACCEPTANCE

1 Minutes of the July 14, 2026 Board of Mayor and Aldermen regular meeting

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

PUBLIC HEARING

1 Resolution 22-26, a resolution approving a Special Use Permit to allow a secondhand retail establishment to be located at 6313 Stage Road, within the “C-G” General Business Zoning District.

Business owner of 901 Deals, Brennan Sandefer, spoke in favor.

No one spoke in opposition.

Adjourn at 6:07 p.m.

UNFINISHED BUSINESS

1 Resolution 22-26, a resolution approving a Special Use Permit to allow a secondhand retail establishment to be located at 6313 Stage Road, within the “C-G” General Business Zoning District. (Kim Taylor, Director of Planning and Economic Development)

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

CONSENT AGENDA

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

1 Special Event Permit for The Legend of Stanky Creek Mountain Bike Race. (Trey Arthur, Director of Code Enforcement)

The Legend of Stanky Creek event will be held Saturday, September 27 from 8 a.m. to 6 p.m. at Nesbit Park.

2 Special Event Permit for Altruria Elementary Back to School Picnic. (Trey Arthur, Director of Code Enforcement)

The event will be held Sunday, August 2, from 1:00 p.m. to 4:00 p.m. at the A. Keith McDonald Pavilion at W.J. Freeman Park located at 2629 Bartlett Blvd.

3 Purchase one FC-94 Spartan E-One Rescue Pumper. (Tommy Gately, Fire Chief)

Request to purchase one 2026 FC-94 Spartan E-One Rescue Pumper from Sunbelt Fire through Sourcewell contract #082025-RVG for a total cost of \$750,700.00. Funds are available in Account 311.48311.785.25227.

4 Purchase five Zenix cardiac monitors. (Tommy Gately, Fire Chief)

Request to purchase five Zenix cardiac monitors and accessories from Zoll through Sourcewell contract #041823-ZLL for a total cost of \$327,644.08. This purchase will be paid over a five-year period, interest-free. Funds are available in Account 110.42300.939.

5 Purchase a Bobcat E32-R2- Series Compact Excavator. (Matt Crenshaw, Director of Public Works)

Request to purchase a Bobcat E32-R2- Series Compact Excavator for Water/Wastewater from Williamson Equipment Supply through Sourcewell contract #SW1906314. Funds are available in Account 510.51300.939.

6 Bid for Fletcher Creek Greenway Phase 3 Construction. (John Horne, Director of Engineering)

Recommend the bid be awarded to Bluff City Construction Co, LLC at a total cost of \$361,580.85. (\$328,709.85 + \$32,871 contingency).

7 Mixed Use Development Contract for Union Depot 1st Addition Phase 1. (John Horne, Director of Engineering)

This Mixed Use Development Contract is for Union Depot 1st Addition Phase 1 proposed at the NE corner of US Highway 70 & US Highway 64. This Phase 1 includes the creation of Right of Way (ROW) for the extension of Union Depot Drive, but there will be NO subdivision of lots in this Phase 1. (See Attached Plan Phase 1.) Subdivision of future lots will take place in future phases. (See attached Plan for Future Potential Phases) Union Depot Drive and the necessary road infrastructure will be constructed in this Phase

1. Also; as a part of this Phase 1 will include a new Traffic Signal at US Highway 64/Van Der Veer Drive, and a modification to the existing Traffic Signal at US Highway 70/Union Depot Drive. Fees Paid to the City Total \$64,304.76 with a bond of \$403,919.87.

8 Residential Minimum Bond Development Contract for Walker Farms Phase 5 Private Development (PD)

This Residential Minimum Bond Development Contract is for Walker Farms Phase 5 Private Development (PD), proposed due west of the existing Walker Farms Phase 1. The proposed Phase 5 includes 37 residential lots. (See Attached Walker Farms Phase 5 Plan). Subdivision of future lots will take place in future phases. (See attached Walker Farms Phase Plan). Fees paid to the City total \$41,995.00 with a minimum bond of \$222,159.35.

NEW BUSINESS

No New Business

OPEN DISCUSSION

Bartlett Library Director Felicia Knox announced Back to School Family Fun Day on Saturday, August 1 from 10 a.m. to 1 p.m. at The Venue.

Chief Information Officer Todd Halford announced the Bartlett Live Music Series, August 1 from 7 p.m. to 9 p.m. at W. J. Freeman Park.

Director of Engineering John Horner shared paving updates.

Katie Ratton, 3843 Central Avenue, Memphis, TN announced her candidacy for Criminal Court Judge Division 8.

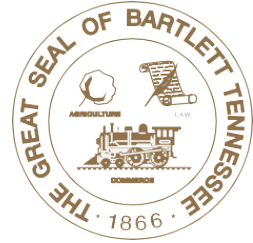
ADJOURNMENT

Adjourned at 6:16 p.m.

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

David Parsons, Mayor

Board of Mayor and Aldermen
August 11, 2026



Item Memo

Consent Summary:

We recommend awarding the contract to Grinder, Taber, & Grinder, Inc. for \$30,000.00 to resurface the pickleball courts at Shadowlawn Park. Funds are available in Account 110.44300.922.

Formal Body:

On Wednesday, June 10, 2026, an ad was placed in *The Daily News* for sealed bids from qualified companies to resurface eight (8) 78-foot tennis courts and six (6) pickleball courts located at various sites. The bid specifications align with the American Sports Builders Association (ASBA) best practices and include cleaning of courts, repairing any cracks, imperfections and low spots, overlay with acrylic surfacing material, color coats, and regulation lines.

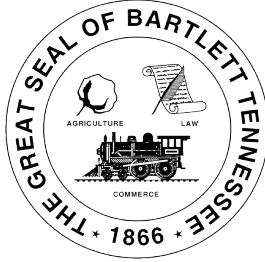
The bid pricing sheet separated each location with a lump sum price for each facility to allow flexibility in awarding the contract as budgeted funds permitted. Grinder, Taber, & Grinder, Inc. submitted the lowest overall bid of \$160,000 for all the facilities listed in the bid. We recommend awarding a contract to Grinder, Taber, & Grinder, Inc. in the amount of \$30,000 to resurface the six (6) pickleball courts at Shadowlawn Park. Funds are available in Account 110.44300.922.

Thank you for your consideration.

Attachments:

FY2026-06-029 TENNIS & PICKLEBALL COURT RESURFACING advertising,
FY2026-06-029 TENNIS & PICKLEBALL COURT RESURFACING bid, FY2026-06-029
TENNIS & PICKLEBALL COURT RESURFACING bid response sheet, FY2026-06-029
TENNIS & PICKLEBALL COURT RESURFACING, GTG bid

City of Bartlett, TN



INVITATION FOR SEALED BIDS

The City of Bartlett Parks and Recreation Department is seeking bids to resurface eight (8) 78-foot tennis courts and six (6) pickleball courts located at various sites. Project will align with the American Sports Builders Association (ASBA) best practices and will include cleaning of courts, repairing any cracks, imperfections and low spots, overlay with acrylic surfacing material, color coats, and regulation lines in accordance with the following bid specifications.

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

Sealed bids are to be received no later than **2:00 P.M. on Thursday, June 18, 2026**. All bid packets, with an original and two copies, must be labeled **"FY2026-06-029 TENNIS & PICKLEBALL COURT RESURFACING"** and addressed as follows:

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

For general bid information, please contact Paul Wright, CPRE, Director of Parks & Recreation, at 901-734-8022, or by email at pwright@cityofbartlett.org.

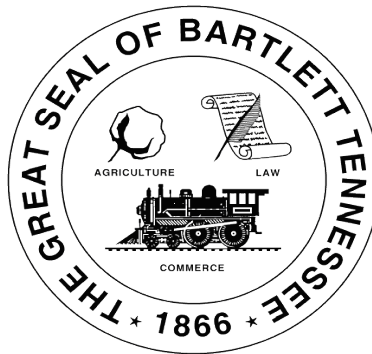
The City of Bartlett reserves the right to reject any and all bids and to waive any informality in the bidding process.

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

CITY OF BARTLETT

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

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



REQUEST FOR SEALED BIDS

FY2026-06-029

DUE: Thursday, June 18, 2026, no later than 2:00 p.m.

TENNIS & PICKLEBALL COURT RESURFACING

PARKS AND RECREATION

The City of Bartlett Parks and Recreation Department is seeking bids to resurface eight (8) 78-foot tennis courts and six (6) pickleball courts located at various sites. Project will align with the American Sports Builders Association (ASBA) best practices and will include cleaning of courts, repairing any cracks, imperfections and low spots, overlay with acrylic surfacing material, color coats, and regulation lines in accordance with the following bid specifications.

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TENNIS & PICKLEBALL COURT RESURFACING
Parks and Recreation
Sealed Bid #: FY2026-06-029
Due Date: June 18, 2026

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on June 18, 2026.** All bid packets with an original, clearly identified, and two copies, must be labeled “**FY2026-06-029 TENNIS & PICKLEBALL COURT RESURFACING**” and addressed to:

**MAYOR DAVID PARSONS
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134-1148**

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. If further information is desired, please contact Paul Wright, CPRE, Director of Parks & Recreation at 901-734-8022 or by email at pwright@cityofbartlett.org.

Please quote prices on the attached sheet

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

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

NAME OF FIRM

E-MAIL ADDRESS

ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TELEPHONE

PRINT NAME

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

Project consists of resurfacing eight (8) 78-foot tennis courts and six (6) pickleball courts at various sites and will align with the American Sports Builders Association (ASBA) best practices for tennis and pickleball court resurfacing. The scope of work will consist of proper surface preparation, crack repair and patching using flexible acrylic crack fillers or court patch binders designed for post-tension surfaces, applying acrylic resurfacer, and then applying two (2) coats of acrylic color coating and two (2) coats of white texture line paint for the regulation playing lines.

1. USE OF BID FORMS

These Contract documents include a complete set of Bidding and Contract forms, which are for the convenience of bidders.

2. INSPECTION OF SITE

The Bidder should thoroughly examine and familiarize himself with the drawings, The City of Bartlett Technical Specifications, and all other contract documents. The Contractor, by the execution of the Contract, shall in no ways be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Bartlett (City) will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

There are no alternative bids for this project.

4. BIDS

- a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no inter-lineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.
- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid and the selected Alternative Bid Items, if any. The Contract will require the completion of the work according to the Contract Documents.

- e. Each Bidder shall include in his Bid the following information:

Principals: Names
Home Addresses, including City, State and Zip Code
Firm: Name
Address, including City, State and Zip Code

- f. Bids to be submitted in sealed envelopes and **must** have the following **marked on the outside**:

License: Name of Project – **FY2026-06-029 Tennis & Pickleball Court Resurfacing**
Date of Bid Opening: **June 18, 2026 at 2:00 pm**
Name of Contractor/Company
Tennessee License Number and Classification, if Bid Exceeds \$25,000.00
Licenses Expiration Date
Acknowledgement of Each Applicable Addendum

(Identify if Bid is less than \$25,000.00 so Bid will be opened.)

5. **BID GUARANTY**

- a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **City of Bartlett**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the City will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. If bid contains multiple items, the bid bond must be for the highest dollar amount of the bid.

6. **COLLUSIVE AGREEMENTS**

Each Bidder submitting a Bid to the City for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the City, submit on the form furnished for that purpose, a statement of the Bidder's Qualifications, his experience, record in constructing the type improvements embraced in the project contemplated by the Contract.

The City shall have the right to take such steps as deemed necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

8. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rate share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed.

9. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

10. TIME FOR RECEIVING BIDS

- a. Bids received prior to **2:00 P.M. June 18, 2026** will be securely kept sealed. The Purchasing Agent, whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

11. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portion of the work involved in construction of the Improvements contemplated by the Contract Documents.

14. STATEMENT OF INTENT – EQUITY AND FAIRNESS

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are treated with equity 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. The City of Bartlett agrees to comply with Title VI regulations.

GENERAL CONDITIONS:

A. INSURANCE

- A.1 General Requirements - The Contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett**, its elected officials, appointees, employees and members of boards, agencies, and commissions free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the execution of the Work included in this Contract.
- A.2 In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation of the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.
- A.3 Worker's Compensation and Employers Liability - The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRED OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly.
- A.4 Business Automobile Liability Insurance – Single limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, aldermen, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

- A.5 Commercial General Liability Insurance - **a)** Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) 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 and commissions shall be named as additional insureds. **b)** Insurance coverage shall include a) Premises/Operations, b) Products/Completed Operations, c) Contractual, d) Independent Contractors, e) Broad Form Property Damage, f) Personal Injury and Advertising Liability, g) Comprehensive Form; h) XCU (Explosion, Collapse, and Underground), if applicable to the project.

B. SAFETY, PROTECTION, AND EMERGENCIES

- B.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:
- a) The public and to vehicular and pedestrian traffic
 - b) All employees on the Work and other persons who may be affected thereby
 - c) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site
 - d) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety, protection, and guidance of traffic in accordance with the Tennessee Manual on Uniform Traffic Control Devices. All work, conditions, operations, procedure, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. The Contractor shall notify owners of adjacent utilities and railroad facilities when execution of the Work may affect them. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.
- B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City and shall be responsible for notification to the City of all instances of damage, injury or loss related to the project.

B.4 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the City, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the Contractor believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or to an extension of the Contract Time.

C. CONSTRUCTION MATERIALS

C.1 All construction materials and specifications are to be in accordance with the City of Bartlett Construction Specifications. The City of Bartlett specifications can be found on the City website at <https://www.cityofbartlett.org/documentcenter/view/3875>

D. TIME OF COMPLETION

D.1 Submittals for the materials shall be received within ten (10) days after Notice to Proceed is issued and all work is to be completed within sixty (60) days of notice to Proceed.

E. CONSTRUCTION COORDINATION

E.1 Contractor shall be responsible for construction coordination. **The contractor shall contact** Paul Wright, CPRE, Director of Parks & Recreation at 901-734-8022 or James Draffin, Assistant Director at 901-734-8140, to coordinate work area and schedules.

F. PERFORMANCE BOND

F.1 Subsequent to the award and **within ten (10) days** after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City an Agreement on the form included in the Contract documents in such number of copies as the City may require.

Note: No waiver or cashier's check will be accepted in lieu of Performance Bond.

F.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "F.1" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company is said Circular 570.

F.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City shall constitute a default, and the City may either award the Contract to the next lowest responsible Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the City for a refund.

G. INSPECTION AND TESTING OF MATERIALS

G.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the City. The City will pay for all laboratory inspection service direct, and not as a part of the contract.

G.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

H. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

H.1 It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are **ESSENTIAL CONDITIONS** of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

H.2 The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of **\$250.00 per day**, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

H.3 The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City or current periodical estimates.

H.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. **Provided**, that the Contractor shall not be charged with liquidated damages or any excess cost when the City determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City; **Provided, further**, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due;

H.5 Furthermore:

- a) To any preference, priority or allocation order duly issued by the Government;
- b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

I. SUBSURFACE CONDITIONS FOUND DIFFERENT

I.1 Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, and increase or decrease the costs resulting from such changes.

J. PAYMENTS TO CONTRACTOR

J.1 Not later than the 20th day of each calendar month the City shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the City shall retain ten percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this contract; **Provided**, that the Contractor shall submit his estimate not later than the first day of the month.

J.2 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

- J.3 All material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all of the terms of the contract.
- J.4 City's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, aterialmen, and furnishers of machinery and parts thereof, equipment, power tools, and supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the contract by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

K. PAYMENTS BY CONTRACTOR

- K.1 The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporation or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

L. SUBCONTRACTING

- L.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- L.2 The Contractor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

L.3 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

L.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

L.5 Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

M. FINAL ACCEPTANCE AND WARRANTY PERIOD

M.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with the Work and shall constitute the beginning of the warranty period.

No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond. The Contractor shall remedy any defects in work and repair any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The City shall give notice of observed defects with reasonable promptness. The surety will provide bond at one half of project amount until the end of the one year warranty period. The City will then reduce the bond to zero if all defects have been remedied by the Contractor.

N. UTILITIES

N.1 Utilities shown were located in the filed, and by referring to, existing maps. Additional utilities could be present. The Contractor is responsible of contacting the appropriate utility companies to determine the exact location of all utilities and/or construction.

O. DRUG PROGRAM

O.1 State TCA Title 50, Chapter 9, Part 1, requires all bids to be accompanied by the following statements and requires a signed affidavit attesting to the following statements:

- a) The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
- b) Full documentation of the program can be found on the City's website, Personnel Department, Chapter 10 of the Personnel Manual. This program is described by the following statement:

O.2 Drug Testing - It is the City's policy to require a drug test in the following situations:

- a) New Employee (Post offer testing)
- b) Employee being advanced in job or salary, or both
- c) Random under U.S. DOT regulations (may also include alcohol test).
- d) Random for Fire, EMS or Law Enforcement employees (at the Fire or Police Chief's discretion with approval by the Mayor).
- e) When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault or when at fault is not evident.
- f) When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

O.3 Drugs to be tested for - When drug and alcohol screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the drug groups listed below. This list is not intended as an exhaustive inventory of every drug for which an employee can be tested. The selection of drugs subject to testing will be based upon known abuse in the community and the ability of any drug to affect job performance.

- a) Alcohol (Ethyl)
- b) Amphetamines (e.g. Speed)
- c) Barbiturates (e.g. Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- d) Cocaine
- e) Methaqualone (e.g. Quaalude)
- f) Opiates (e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
- g) Phencyclidine (PCP)
- h) THC (Marijuana)
- i) Other illegal substances as requested by the City.

NOTE: All bidders responding to this bid must have affidavit signed by the officer of the company stating the company has a drug testing program for its employees at least as stringent as the government's program. See attached affidavit.

P. FIELD PLANS AND SPECIFICATIONS

P.1 The successful bidder is responsible for acquiring electronic copies from the City of Bartlett website and printing hard copies, as needed, at their cost of reproduction.

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of the company submitting this bid and has authority to sign this affidavit.
- (2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His/Her company has a testing program in place equal to or greater than the City's program

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 2026.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

PUBLIC ACTS 109
PUBLIC ACTS 2017, CHAPTER 817

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

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

Company Name

Print Name _____

Signed _____

Title _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 2026.

Signed _____

Print Name _____

Title _____

My commission expires: _____, 20____.

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____) s.s.
County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the Bidder that has submitted the attached BID;
- (2) He/She is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such Bid is genuine and is not a collusive or sham BID;
- (4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or partied in interest, including this affiant, has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to retain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price of prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF BARTLETT** or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

NOTARY

Subscribed and sworn before me this _____ day of _____, 2026.

(Title)

My commission expires: 20 .

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: _____ Date: _____

Gender: Male ____ Female ____

Race: Caucasian ____

African American ____

Hispanic ____

Other (please specify) _____.

_____ I have reviewed this request and have decided **NOT** to provide the requested information.

CONTRACT MONITORING – PART 2

All contractors, consultants, and suppliers that receive funds from state or federal projects (through Bartlett) must comply with Title VI guidelines. All contractors/consultants/suppliers will have to follow many of the same guidelines that apply to the City of Bartlett. The City’s Title VI coordinator will perform compliance reviews of each entity as the selection for the award to receive funds and then reviews will be performed a minimum of every 3 years during the life of the contract while they are receiving funds.

The following self-survey will be the tool used by the City of Bartlett to ensure the selected contractor/consultant/supplier compliance; if found to be non-compliant, the City’s Title VI Coordinator will attempt to bring into compliance. If continued to be non-compliant, the contract will be cancelled and the City’s our association will be discontinued.

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

This should be completed annually while the contract is active and submitted to the sub-recipient’s Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? _____

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? _____
3. How is Title VI information disseminated to new/current employees? _____

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?

6. Provide documentation to show that contracts contain non-discrimination assurance language.

7. Provide complaint procedures and attach complaint log form.

8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

The Title VI Assurance (below) is to **be submitted on Company (selected bidder's) Letterhead:**

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.

Signature of Authorized Official

Date

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

“No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The State Department of Military provides benefits and services such as emergency management assistance, National Guard protection services and facility construction and maintenance, and disaster assistance following a major Presidential declaration. The federal assistance administered by the Military Department are pass through funds to local governments, other state agencies, and certain private non-profit organizations.

Anyone who believes that an agency or local government receiving the federal funding mentioned above has discriminated against someone on the basis of race, color or national origin has a right to file a complaint within 180 days of the alleged discrimination.

Local Title VI Coordinator:
Lori Von Bokel-Amin, Chief HR Officer
City of Bartlett; 901-385-6430

**MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635**

SPECIAL CONDITIONS

Note: All work done must be done and inspected in accordance with the City of Bartlett requirements.

1. The Contractor shall be responsible for obtaining all necessary Building Permits required for this project from the City of Bartlett Code Enforcement, located at 6382 Stage Road. The permits will be issued at **NO** costs.
2. The Contractor shall contact Parks and Recreation Director Paul Wright at 901-734-8022 or Assistant Director James Draffin at 901-734-8140 to schedule a visit to the sites.
3. The Contractor shall be responsible for any and all costs associated with any damage to grassy areas caused by this contract work.
4. The Contractor shall submit a plan to the City of Bartlett for review and approval prior to the project start that shows the layout of the reinforcing steel, the detail of the footings, the detail of the new posts installation, the post tensioning strands and the amount of tension to be applied to the strands.
5. The Contractor shall submit a color selection to the City of Bartlett for review and approval prior to the project starts.

SCOPE OF WORK – RESURFACING TENNIS & PICKLEBALL COURTS

Resurfacing the post-tension concrete tennis and pickleball courts at various sites throughout the city.

A. RESURFACING GUIDELINES

1. The courts are to be thoroughly cleaned by pressure washing prior to application of repair products or resurfacing material.
2. Patching any low spots or repairing any irregularities with flexible acrylic crack fillers or acrylic patch binder. Any area where standing water is measured at 1/16" (2mm) needs patching.
3. One (1) coat of 100" acrylic emulsion resurfacer with sand is to be applied to the courts in preparation for color coating.
4. Two (2) coats of color concentrate with sand to be applied to the courts. Color concentrate is to be a 100% acrylic emulsion coating designed for tennis and pickleball courts.
 - (1) Tennis court color to be "competition green". Courts are located at the following parks:
 - W.J. Freeman Park, 2629 Bartlett Boulevard, Bartlett, TN 38134
 - Ellendale Park, 3800 Greenleaf Cove, Bartlett, TN 38133
 - Madison Arthur Byrd Park, 3400 Summerdale, Bartlett, TN 38133
 - (2) Pickleball court playing area to be "competition blue" (or similar color to match existing color) with the "kitchen", or no-volley area, to be "sky blue" (or similar color to match existing color) and the out of bounds area to be "competition green". Courts are located at Shadowlawn Park, 4734 Shadowlawn Road, Bartlett, TN 38002
5. Two (2) coats of white regulation court lines using white texture line paint in accordance to American sports Builders Association guidelines.

SC-2
BID SUBMITTAL FORM

The following forms shall be completed and submitted with the bid.

1. Notice to Bidders—NB-1
2. Public Acts 109 Form – PA-1
3. Drug and Alcohol Affidavit—DAA-1
4. Suspension and Debarment Certification Form – DCF-1 to DCF-3
5. Non-Collusion Affidavit of Principal Bidder—NCA-1
6. Contract Monitoring –CM-1
7. Title VI Plan – Title Vi-1 to Title VI-2
8. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
9. Bid Pricing Sheet—BPS-1
10. Past Project References of Similar Work
11. Signed W-9 form-2017 (must be current year's signature)
12. Any Other requirements.....IMSA certification for signal projects

Note: Failure to include these forms with the bid submittal may be grounds for rejecting the bid as incomplete.

REMINDER:

The Outside Of The Bid Envelope Must List The Required Information As Specified On Page IB-2, Section “f” in This Bid Document.

BID PRICING SHEET

(One original, clearly marked, and two copies of all required forms)

Base Bid	Description	Unit	Qty.	Total Amount
1	W.J. Freeman Park Tennis Courts (4 courts)	LS	1	
1	Ellendale Park Tennis Courts (2 courts)	LS	1	
1	Madison Arthur Byrd Park Tennis Courts (2 courts)	LS	1	
1	Bartlett Pickleball Courts (6 courts)	LS	1	
Total Base Bid				

Total **Base Bid** in Words:

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern. Note: "Total Base Bid" shall include all materials, labor, subcontracting costs, permits (except those issue by Bartlett Code Enforcement), bonds, and/or insurance, allowances, bailing, shoring, removal, overhead, profit, et cetera to cover the finished work of the project. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

Contractor

Phone

Authorized Representative (signature required)

Date

Print Name

E-mail Address

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned. _____

_____ As Principal, and

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

5% of BID _____ for the payment of which, well and truly to be

made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this _____ day of _____, 2026.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said BID shall be rejected, or

- (b) If said BID shall be accepted and the Principal shall be execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name_____

_____(L.S.)
Principal

Surety

By: _____ Print Name:_____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTICE OF AWARD

To: _____

PROJECT Description: **FY2026-06-029 TENNIS & PICKLEBALL COURT RESURFACING**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2026 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND, if required and Certificates of Insurance **within ten (10) calendar** days from the date of the Notice to you.

If you fail to furnish said BONDS within ten (10) days form the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this ____ day of _____, 2026.

CITY OF BARTLETT

Name: _____

Print Name: David Parsons

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 2026.

Name: _____

Print Name: _____

Title: _____

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We _____
(Name of Contractor)

called "Principal" and _____ of _____,
(Surety),

State of _____ herein-after called the "Surety", are held and firmly bound
unto _____ of _____,
(Owner) (City)

_____ herein-after called "Owner" in the penal sum of _____
(State)

_____ Dollars (\$) in
lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into
a certain contract with the City, dated the _____ day of _____, 2026 a copy of which is
hereto attached and made a part hereof for the construction of:

FY2026-06-029 TENNIS & PICKLEBALL COURT RESURFACING

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the City, with or without notice to the
Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
indemnify and same harmless the City from all costs and damages which may suffer by reason of
failure to do so, and shall reimburse and repay the City all outlay and expense which the City may
incur in making good and default, and shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the execution of the
work provided for in such contract, and may authorize extension or modifications thereof, including all
amounts due for materials, used in connection with the construction of such work, and all insurance
premiums on said work, and for all labor, performed in such work whether by subcontractor or
otherwise, then this obligation shall be void; otherwise remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in any wise affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the day of _____, 2026.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

Address - Zip Code

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

Address - Zip Code

Print Name

Principal

By: _____ (s)

Address - Zip Code

Surety

By: _____
Attorney-in-Fact

Address - Zip Code

TENNIS & PICKLEBALL COURT RESURFACING

Parks and Recreation

Scaled Bid #: FY2026-06-029

Due Date: June 18, 2026

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

NOTICE TO PROCEED

TO: _____

PROJECT: FY2026-06-029 TENNIS & PICKLEBALL COURT RESURFACING

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2026, on or before _____, 2026 and you are to complete the WORK within 60 (sixty) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2026.

CITY OF BARTLETT

By: _____

Print Name: David Parsons

Title: Mayor, City of Bartlett.

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

_____ ,

this the _____ day of _____ 2026.

By: _____

Print Name: _____

Title: _____

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2026 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the scope of work of **FY2026-06-029 TENNIS & PICKLEBALL COURT RESURFACING.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within **sixty (60)** calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____, or as shown in the Bid schedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) DRAWINGS/SPECIFICATIONS prepared or issued City of Bartlett.
 - (M) ADDENDA:

NO._____, Dated _____, 2026

6. The CITY will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in (5), each of which shall be deemed an original on the date first above written.

CITY OF BARTLETT

BY: _____

PRINT NAME: David Parsons

TITLE: Mayor, City of Bartlett

(SEAL – City of Bartlett Notary, if required)
ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

(SEAL-Contractor’s Notary, required)
ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

CONTRACTOR:

BY: _____

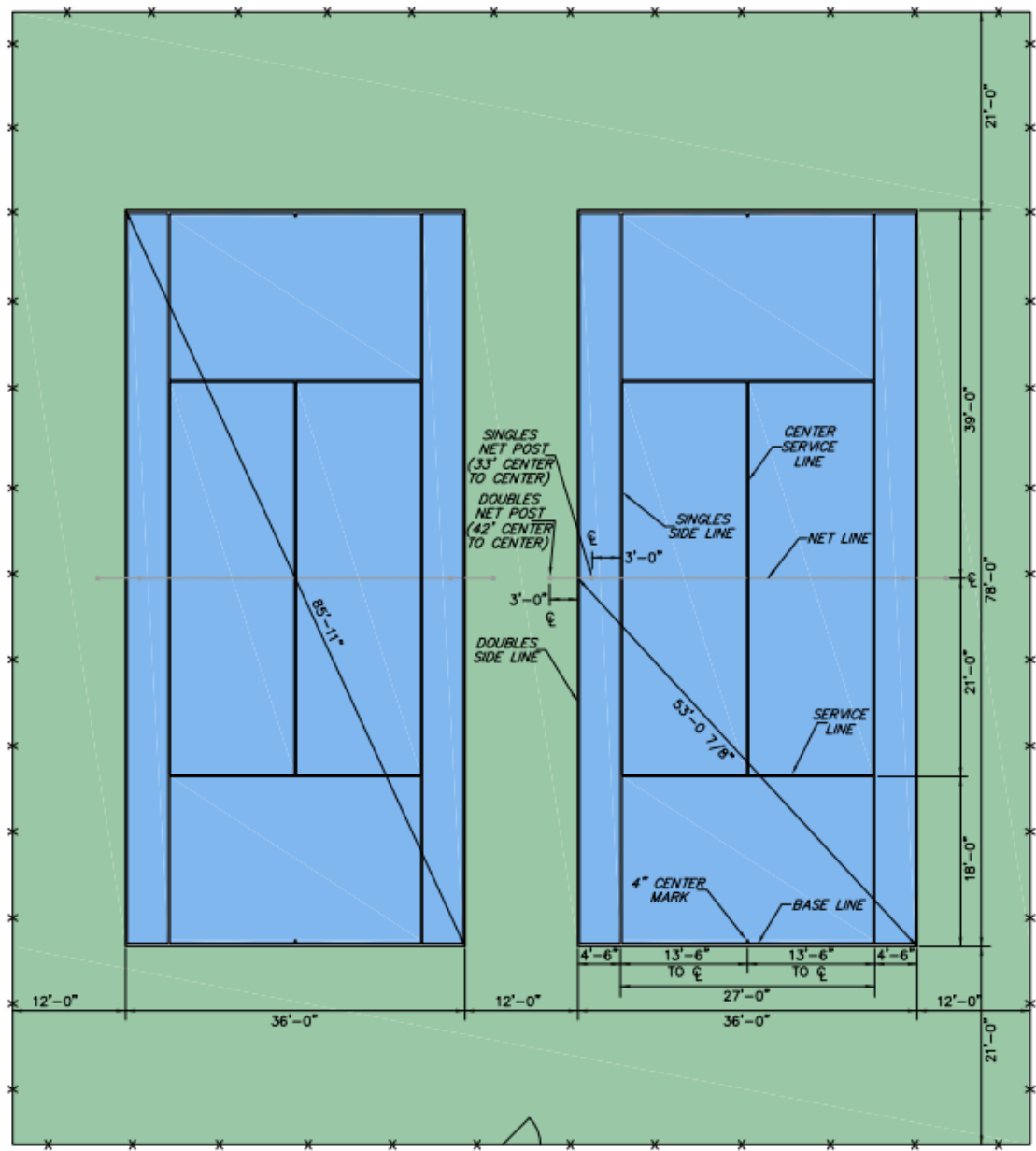
PRINT NAME: _____

TITLE: _____

TENNIS & PICKLEBALL COURT RESURFACING
Parks and Recreation
Sealed Bid #: FY2026-06-029
Due Date: June 18, 2026

APPENDIX

USTA 78-foot Tennis Court Regulations (two court complex example)



2 COURT LAYOUT

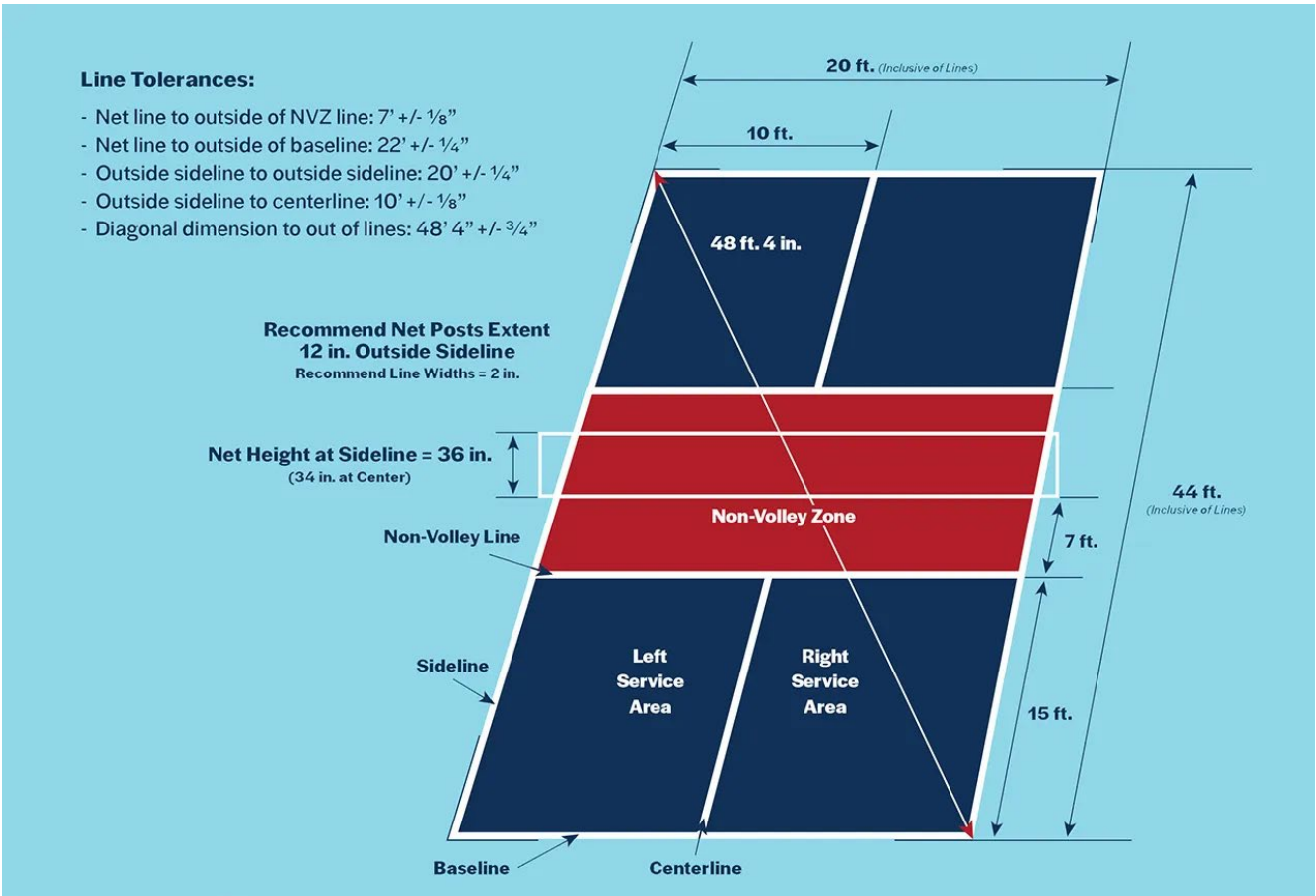
- NOTES:
1. ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF THE PLAYING LINES, WITH THE EXCEPTION OF THE CENTER LINES WHICH ARE MEASURED OUT TO CENTER.
 2. THE CENTER SERVICE LINE AND CENTER MARKS SHALL BE 2 INCHES WIDE. OTHER LINES SHALL BE BETWEEN 1" AND 2" WIDE, EXCEPT THE BASE LINES MAY BE UP TO 4 INCHES WIDE.

78 FOOT TENNIS
TYPICAL STRIPING PLAN

MAY 31, 2018



USA Pickleball Court Regulations



BID RESPONSE SHEET
FY2026-06-029 TENNIS & PICKLEBALL COURT RESURFACING
DUE 06/18/2026 AT 2:00 P.M. CITY HALL

COMPANY/BIDDER	TOTAL BID	NOTES	BID GUARANTY if yes check	PUBLIC ACTS if yes check	TITLE VI if yes check	W-9 if yes check
Barton Sports Construction	N/A	non-compliant bid				
A&B Construction	\$ 298,654.40		X	X	X	X
*Grinder, Taber, & Grinder, Inc.	\$ 160,000.00		X	X	X	X
* Apparent low bidder pending review						

TENNIS & PICKLEBALL COURT RESURFACING
Parks and Recreation
Sealed Bid #: FY2026-06-029
Due Date: June 18, 2026

BID PRICING SHEET
(One original, clearly marked, and two copies of all required forms)

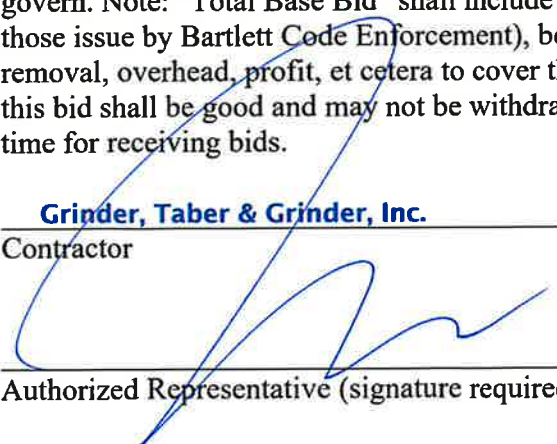
Base Bid	Description	Unit	Qty.	Total Amount
1	W.J. Freeman Park Tennis Courts (4 courts)	LS	1	\$86,700 ⁰⁰
1	Ellendale Park Tennis Courts (2 courts)	LS	1	\$22,000 ⁰⁰
1	Madison Arthur Byrd Park Tennis Courts (2 courts)	LS	1	\$21,300 ⁰⁰
1	Bartlett Pickleball Courts (6 courts)	LS	1	\$30,000 ⁰⁰
Total Base Bid				\$160,000 ⁰⁰

Total Base Bid in Words:

One hundred and sixty thousand and ⁰⁰/₁₀₀

Show dollar amount in both words and figures. In case of discrepancy, the amount in words shall govern. Note: "Total Base Bid" shall include all materials, labor, subcontracting costs, permits (except those issue by Bartlett Code Enforcement), bonds, and/or insurance, allowances, bailing, shoring, removal, overhead, profit, et cetera to cover the finished work of the project. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

Grinder, Taber & Grinder, Inc.
Contractor


Authorized Representative (signature required)

Justin Grinder, Managing Principal
Print Name

901-767-2400
Phone

06.18.2026
Date

jgrinder@grindertaber.com
E-mail Address

TENNIS & PICKLEBALL COURT RESURFACING
Parks and Recreation
Sealed Bid #: FY2026-06-029
Due Date: June 18, 2026

NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on June 18, 2026.** All bid packets with an original, clearly identified, and two copies, must be labeled **"FY2026-06-029 TENNIS & PICKLEBALL COURT RESURFACING"** and addressed to:

**MAYOR DAVID PARSONS
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134-1148**

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. If further information is desired, please contact Paul Wright, CPRE, Director of Parks & Recreation at 901-734-8022 or by email at pwright@cityofbartlett.org.

Please quote prices on the attached sheet

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

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

Grinder, Taber & Grinder, Inc.
NAME OF FIRM

1919 Lynnfield Rd. Memphis TN 38119
ADDRESS

901-767-2400
TELEPHONE

jgrinder@grindertaber.com
E-MAIL ADDRESS


SIGNATURE OF AUTHORIZED
REPRESENTATIVE

Justin Grinder, Managing Principal
PRINT NAME

PUBLIC ACTS 109
PUBLIC ACTS 2017, CHAPTER 817

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

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

Grinder, Taber & Grinder, Inc.
Company Name

Print Name Justin Grinder

Signed [Signature]

Title Managing Principal

NOTARY

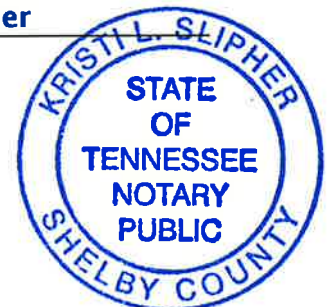
Subscribed and sworn before me this 18th day of June, 2026.

Signed [Signature]

Print Name Kristi Slipher

Title Notary Public

My commission expires: August 7, 2027.



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

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of Tennessee)

s.s.

County of Shelby)

Justin Grinder, being first duly sworn, deposes and says that:

- (1) He/She is Managing Principal of the company submitting this bid and has authority to sign this affidavit.
- (2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His/Her company has a testing program in place equal to or greater than the City's program

Print Name Justin Grinder

Signed [Signature]

Title Managing Principal

Subscribed and sworn before me this 18th day of June, 2026.

Signed [Signature] Print Name Kristi Slipher

Title Notary Public

My commission expires: August 7, 20 27.



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Tennessee)
) s.s.
County of Shelby)

Justin Grinder, being first duly sworn, deposes and says that:

- (1) He/She is Managing Principal of Grinder, Taber & Grinder, Inc., the Bidder that has submitted the attached BID;
- (2) He/She is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such Bid is genuine and is not a collusive or sham BID;
- (4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agree, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price of prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF BARTLETT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) Managing Principal

NOTARY

Subscribed and sworn before me this 18th day of June, 2026.

(Title) Notary Public

My commission expires: August 7 2027.

NCA-1



TENNIS & PICKLEBALL COURT RESURFACING
Parks and Recreation
Sealed Bid #: FY2026-06-029
Due Date: June 18, 2026

CONTRACT MONITORING

The **Tennessee Department of Transportation** requires the City of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on projects.

You are asked for **voluntary disclosure** of the following information as it pertains to the ownership of the bidding company:

Company Name: Grinder, Taber & Grinder, Inc. Date: 06.18.2026

Gender: Male 96 Female 18

Race: Caucasian 76

African American 8

Hispanic 27

Other (please specify) Asian 3

 I have reviewed this request and have decided **NOT** to provide the requested information.



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 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 MARSH USA, LLC. 6410 Poplar Avenue, Suite 540 Memphis, TN 38119 Attn: K.Angus@marsh.com CN103043387-AIICo-GAUWC-25-26	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED GRINDER, TABER & GRINDER, INC. P.O. BOX 17166 MEMPHIS, TN 38187-0166	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: American Guarantee and Liability Insurance Company		26247
	INSURER C: Continental Casualty Company		20443
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** ATL-005062482-20 **REVISION NUMBER:** 16

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible: \$5,000 per occ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	GLO 7597948 - 02	12/31/2025	12/31/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP 7597951 - 02	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	SXS 7597952-02	12/31/2025	12/31/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	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	N/A	WC 7597950 - 02	12/31/2025	12/31/2026	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Crime Employee Theft			6052305650	12/31/2025	12/31/2026	Limits	1,000,000
							Retention	10,000

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

The General Liability, Auto Liability and Umbrella policies include additional insured where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Umbrella Liability is follow form of the underlying subject to policy terms, conditions and exclusions. 30 days Notice of Cancellation except 10 days for nonpayment of premium.

CERTIFICATE HOLDERGrinder, Taber & Grinder Inc.
PO Box 17166
Memphis, TN 38187**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
of Marsh USA LLC*Mary J. Sumner*

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED GRINDER, TABER & GRINDER, INC. P.O. BOX 17166 MEMPHIS, TN 38187-0166
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Layer Liability:

Carrier: Crum & Forsler Specialty Insurance Co

Policy #SEO-151184

Effective Date: 12/31/2025

Expiration Date: 12/31/2026

Limit: \$7,500,000 Each Occurrence Part Of: \$15,000,000 Each Occurrence

Carrier: Great American Assurance Company

Policy #EXC 5879186

Effective Date: 12/31/2025

Expiration Date: 12/31/2026

Limit: \$7,500,000 Each Occurrence Part Of: \$15,000,000 Each Occurrence

Professional + Pollution Liability

Policy Number: 015136964

Carrier - Lexington Insurance Company

Policy Period: December 31, 2025 to December 31, 2026

Professional Liability \$3,000,000 Each Claim / \$3,000,000 Aggregate

Job Site Pollution Legal Liability \$3,000,000 Each Claim \$3,000,000 Aggregate

\$25,000 SIR

**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.) Grinder, Taber & Grinder, Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1919 Lynnfield Road	Requester's name and address (optional)
6 City, state, and ZIP code Memphis, TN 38119		
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.

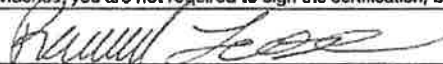
Social security number								
			-				-	
or								
Employer identification number								
6	2	-	0	7	9	2	5	2

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 22 2024
------------------	--	------------------------

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.

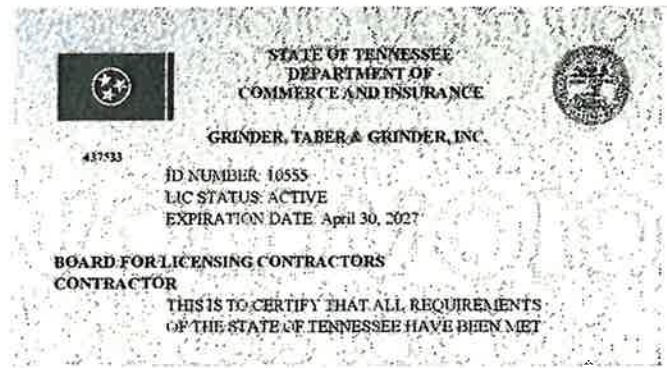
What's New

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



ATTN: JASON & JUSTIN GRINDER
GRINDER, TABER & GRINDER, INC.
P.O BOX 17166
MEMPHIS, TN 38187-0166



CONTRACT MONITORING – PART 2

All contractors, consultants, and suppliers that receive funds from state or federal projects (through Bartlett) must comply with Title VI guidelines. All contractors/consultants/suppliers will have to follow many of the same guidelines that apply to the City of Bartlett. The City's Title VI coordinator will perform compliance reviews of each entity as the selection for the award to receive funds and then reviews will be performed a minimum of every 3 years during the life of the contract while they are receiving funds.

The following self-survey will be the tool used by the City of Bartlett to ensure the selected contractor/consultant/supplier compliance; if found to be non-compliant, the City's Title VI Coordinator will attempt to bring into compliance. If continued to be non-compliant, the contract will be cancelled and the City's our association will be discontinued.

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: Grinder, Taber & Grinder, Inc. Date Completed: 06.18.2026

Address: 1919 Lynnfield Rd

City: Memphis State: Tennessee Zip: 38119

Phone: 901.767.2400 Fax: 901.767.8478

This should be completed annually while the contract is active and submitted to the sub-recipient's Title VI Coordinator for review.

1. Are Title VI posters visible to staff? If yes, where? yes, they are hung in the breakroom

2. Are all Physical Areas (i.e. restrooms, dining rooms, waiting rooms, etc.) provided without regard to race, color, or national origin? Yes

3. How is Title VI information disseminated to new/current employees? _____

Information is provided in the Employee Handbook

4. Describe how certified Disadvantaged Business Enterprises (DBEs), other small, minority and women-owned businesses are solicited to participate on contracts.

GTG sent an invitation to bid to DBE's which included information for access to plans, specifications, and requirements for the portions of the work to be performed.

Economically feasible portions of work were selected to be performed by DBEs including, where appropriate, segmenting elements of work or combining elements of work into economically feasible units.

5. What process has been established to track and monitor ethnicity and gender of any contractors awarded contracts/sub-contracts?

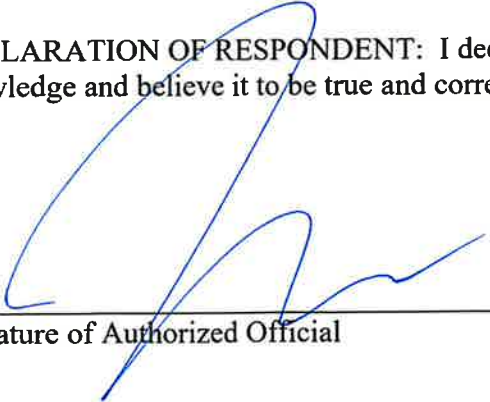
All DBE subcontractors are required to submit their valid DBE Certifications for record.

6. Provide documentation to show that contracts contain non-discrimination assurance language.
7. Provide complaint procedures and attach complaint log form.
8. Provide Limited English Proficiency Communications Plan (i.e. how do you communicate with persons that speak a language other than English.)

The Title VI Assurance (below) is to be submitted on Company (selected bidder's) Letterhead:

Contractor/Consultant Name assures that no person on the grounds of race, color, national origin, or sex, as provided by the Title VI of the Civil Rights Act of 1964 and from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Tennessee Department of Transportation (TDOT).

DECLARATION OF RESPONDENT: I declare that I have completed this form to the best of my knowledge and believe it to be true and correct.



Signature of Authorized Official

06.18.2026

Date

SUSPENSION AND DEBARMENT CERTIFICATION

NOTE: *This form is required for all Federal and State funded bids and is optional for all other bids.*

Definitions:

- Debarment** In general, an exclusion from federal government contracting and subcontracting for a reasonable, specified period of time because an individual or vendor failed to perform or their performance was inadequate.
- Suspension** A disqualification from federal government contracting and subcontracting for a temporary period of time occurs when a company or individual is suspected of engaging in criminal, fraudulent, or seriously improper conduct. Suspension is to be used on an interim basis pending debarment proceedings.
-

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the USDA agency with which the transaction originated.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (Contractor) is providing the certification set out below in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (Contractor) **knowingly** rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (Contractor) shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant (Contractor) learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (Contractor) agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (Contractor) further agrees by submitting this form that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (a) The prospective lower tier participant (Contractor) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
 - (b) Where the prospective lower tier participant (Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signatures on next page

Suspension and Debarment Certification
(Signature page)

Company/Firm Grinder, Taber & Grinder, Inc.

Print Name Justin Grinder

Signed _____

Title Managing Principal

Subscribed and sworn before me this 18th day of June, 20 26.

Signed _____

Print Name Kristi L. Slipher

Title Notary Public

My commission expires: August 7, 20 27.



NOTE: *This form is required for all Federal and State funded bids and is optional for all other bids.*

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned. _____

Grinder, Taber and Grinder, Inc. _____ As Principal, and

Liberty Mutual Insurance Company _____ as Surety, are hereby held and firmly bound

unto City of Bartlett _____ as OWNER in the penal sum of Five Percent of Bid

5% of BID _____ for the payment of which, well and truly to be

made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this 18th day of June, 2026.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the

FY2026-06-029 TENNIS & PICKLEBALL COURT RESURFACING

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall be execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

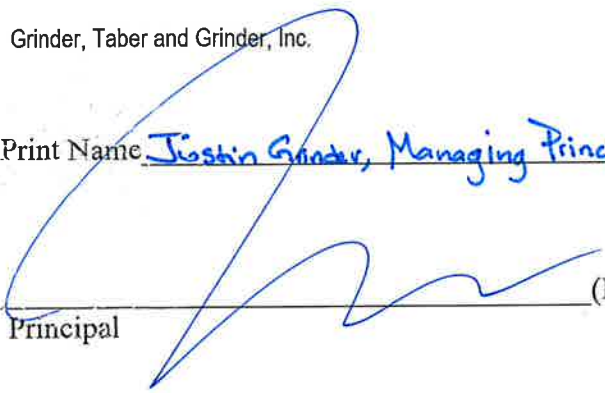
TENNIS & PICKLEBALL COURT RESURFACING
Parks and Recreation
Sealed Bid #: FY2026-06-029
Due Date: June 18, 2026

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Grinder, Taber and Grinder, Inc.

Print Name Justin Grinder, Managing Principal


Principal (L.S.)

Surety : Liberty Mutual Insurance Company

By: 

Print Name: Cathy L. Woodruff, Attorney-In-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cathy L. Woodruff

all of the city of Cleveland, state of OH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of June, 2026.

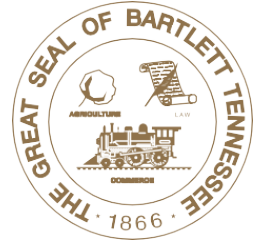


By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Board of Mayor and Aldermen
August 11, 2026

Item Memo



Consent Summary:

Recommend the purchase and installation of replacement flooring for the Banquet Hall at The Venue at Bartlett Station from American Floor Source, LLC through its Sourcewell partner, Shaw Integrated and Turf Solutions, Inc. (Shaw), under Sourcewell Contract #061323-SII. The total project cost is \$46,239.75, which includes demolition of the existing flooring and installation of new LVT flooring and cove base. Funds are available in Account 110.44500.921.

Formal Body:

Attachments:

Sourcewell Dealer Agreement - Shaw Integrated & Turf Solutions, Inc., Sourcewell
Authorized Dealer - America's Floor Source LLC,
Bartlett_In_the_Grain_30_MIL_Quote_AFS

SOURCEWELL SHAW DEALER PARTICIPATION AGREEMENT

America's Floor Source, LLC (the "Dealer") and Shaw Integrated and Turf Solutions, Inc. ("Shaw") on behalf of Sourcewell ("Sourcewell"), whose addresses are specified below, have agreed to enter into this Participation Agreement ("Agreement Date") on this 18th day of June 2026 for the purpose of establishing the terms and conditions by which Dealer shall participate in the performance of the Vendor Agreement between Shaw and Sourcewell.

INTRODUCTION

A. Shaw Integrated and Turf Solutions, Inc. and Sourcewell entered a Vendor Agreement on August 7, 2023 (the "**Agreement Date**"), and in accordance with Sourcewell Agreement #061323-SII, Dealer agrees to supply Sourcewell with the services and obligations as outlined in the Agreement (the "Services"). Further, any defined terms herein shall have the meaning given in the Agreement.

1. Implementation

The parties agree that the provision of the Services shall be in accordance with the terms and conditions which includes for the avoidance of doubt all pricing conditions and agreed service levels of the Agreement and all Schedules attached thereto. For clarification purposes, the defined term "Services" shall replace "Products" in each instance shown in the Agreement as may be required to effect the intentions of the parties.

2. Term

This Participation Agreement is effective from the effective date above, and will remain in force until the termination or expiry or termination of the Agreement, except that any provision of Services already ordered at the date of termination of this Participation Agreement shall continue until terminated in accordance with the Purchase Order.

3 Local Variations/Specifications

The following requirements are binding upon the parties in order to bring the conduct of each party into conformity with local practice:

4. Precedence

Where there is a conflict between the terms of any parts of this Participation Agreement, then they shall prevail in the following order: (i) the Agreement (ii) Sourcewell's Purchase Order and (iii) the body of this Participation Agreement.

IN WITNESS WHEREOF, the parties have executed this Participation Agreement effective the day and year referenced above.

Shaw:
Shaw Integrated & Turf Solutions, Inc.
616 E. Walnut Ave.
Dalton, GA 30720

Dealer:
America's Floor Source, LLC
1227 Ridgeway Road
Memphis, TN 38119
Account No. 3612925

By:



Authorized signature

By Jon Straub



Authorized signature



June 19, 2026

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

RE: Authorized Sourcewell Dealer – America's Floor Source, LLC

Dear Customer,

Please accept this letter as formal confirmation that Shaw Integrated Solutions has established America's Floor Source, LLC ("Dealer"), as an authorized dealer under Shaw's Sourcewell contract.

We have a fully executed Dealer Participation Agreement on file, dated June 19, 2026, which authorizes the Dealer to provide Shaw commercial flooring products as well as related flooring installation services in accordance with the terms and conditions of the contract.

Should you require any additional information or supporting documentation, please do not hesitate to contact us. We appreciate your time and consideration.

Sincerely,

Eric W. Taylor

Eric W. Taylor
Sr. Contracts Compliance Specialist
Shaw Integrated Solutions
706.217.3463
eric.taylor@shawinc.com

AMERICA'S FLOOR SOURCE

1227 Ridgeway Rd, Memphis, TN 38119

QUOTE ES605524

Sold To

WILLIAMS, MEGAN
5868 STAGE ROAD
BARTLETT, TN 38134

Ship To

WILLIAMS, MEGAN
5868 STAGE ROAD
BARTLETT, TN 38134

Quote Date

08/04/26

PO Number

Quote Number

ES605524

Inventory	Style/Item	Color/Description	Quantity	Units	Price	Extension
5536V	IN THE GRAIN II 30	TO BE DETERMINED	7,366.56	SF	2.98	21,952.35
	DEMO & DISPOSAL LABOR - LVP/LVT/VCT GLUE DOWN - MEMPHIS - GC					
DEMO - LVP/LVT			6,961.61	SF	1.60	11,138.58
	LVP/LVT/WPC/SPC LABOR - GLUE DOWN - EMPTY - MEMPHIS - P					
LVP, LVT, WPC, SPC			6,961.61	SF	1.44	10,024.72
	COVE BASE - VINYL - INSTALL - MEMPHIS - GC					
COVE BASE - VINYL			338.00	LF	1.75	591.50
10624	JHN BASE RUBBER 4X1/8 ROLL 120 STOCKING	TO BE DETERMINED	360.00	LF	1.21	435.60
30855668	AVONE 3N1 VINYL ADHESIVE 4GALLON GL	4 GAL 1000 SF PER PAIL	10.00	EA	177.00	1,770.00
	XL STIX 4500 CB ADH 4 GAL	4 GAL	3.00	EA	105.00	315.00
10682	JHN REDUCER RRS-B G2	TO BE DETERMINED	12.00	LF	1.00	12.00

Sales Representative(s):

MICHAEL PAWLOWSKI

QUOTE TOTAL: \$46,239.75

Estimate valid for 7 days from quoted date.

Special Order Material Non Refundable

3% Transaction Fee For Any Major Credit Card

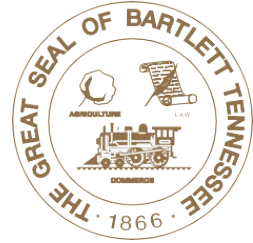
(Debit, Cash, Check Will Void 3% Fee)

08/04/26

1:46PM

Board of Mayor and Aldermen
August 11, 2026

Item Memo



Consent Summary:

Change Order #1 to include site preparation for the new inclusive playground site, as well as replacing the asphalt ADA parking spaces in the south-east corner of the parking lot with concrete and adjusting the concrete walkway that borders Shadowlawn Road. This change order increases the contract amount by \$27,107.48. As a result of cost savings that have been achieved in other phases of the project, this increase will not affect the original \$1.5M budget. Funds are available in Account 311.48311.780.51625.

Formal Body:

Formal Body Information for Bid Templates

Attachments:

Change Order memo - 8-4-2026, Shadowlawn Park Parking Lot Project Change Order #1

PARKS AND RECREATION

M E M O R A N D U M

Date: August 4, 2026
To: Board of Mayor and Alderman
From: Paul Wright, CPRE
Re: Change Order #1, Shadowlawn Park Parking Lot project

We are requesting a change order to the scope of the parking lot project is approved by the Board of Mayor Aldermen. The change order includes authorizing Wagner General Contractors to include site preparation for the new inclusive playground site as well as replacing the asphalt ADA parking spaces in the southeast corner of the parking lot with concrete and adjusting the concrete walkway that borders Shadowlawn Road. These adjustments to the contract will result in a better overall finished product for our residents.

This change order will result in an increase of \$27,107.48 to the current contract with Wagner. As a result of cost savings that have been achieved in other phases of the project, this increase will not affect the original \$1.5MM budget.

Thank you for your consideration.

Respectfully,



Paul Wright, CPRE | Director

Wagner General FORM FOR PRICE SUMMARY

Project Number:	Project Name:
26038	Shadowlawn Parking Lot

Location / Title	
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Proposal Number:	1	Date Itemized:	3-Aug-26	Page	1	of	3	pages
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Work by Subcontractors	Name of Subcontractor	Costs and Allowances
Prepair Playground Pad	Browning Contractors	13,138.57
Install 655 SF at \$107/SY of Concrete Paving	JR&A Concrete Contractors	7,787.22
Demo Sidewalk & PVC Drain, Pour Back 11LF of Sidewalk	JR&A Concrete Contractors	1,100.00

	Subtotal:	22,025.79
General Contractor mark-up on Subtotal:	10.0000 % =	2,202.58
Subtotal for General Contractor for work by subcontractors:		24,228.37

Work by General Contractor	
Supervision / General Conditions (4 Days at \$652.68)	2,610.72

Subtotal (including Subcontractors and the General Contractor):	26,839.09
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Bond Premium:	1.0000 % =	268.39
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Total:	27,107.48
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Wagner General Cost Itemization Form

Project Number:	Project Name:
26038	Shadowlawn Parking Lot

Location / Title	0
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Proposal Number:	1	Date Itemized:	7-Jul-26	Page	of	pages
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Description	Material				Equipment				Labor			
	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension	Quantity	Unit	Cost	Extension
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
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				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00
				0.00				0.00				0.00

Materials	Subtotal	0.00	Equipment	Labor
9.750 % Sales Tax =		0.00		
Cost:		0.00	Cost:	0.00

Subtotal of Costs of Materials + Equipment + Labor = \$ 0.00

10% Overhead allowed on costs = \$ 0.00

Subtotal of Costs + Overhead = \$ 0.00

5% Profit allowed on Costs + Overhead = \$ 0.00

Total for this change = \$ 0.00

SECTION 01 26 56
FORM FOR PRICE OF TIME

SBC Project Number:	Project Name: Shadowlawn Parking Lot
---------------------	--

Work itemized below provided by: _____

Proposal Number: 1	Date Itemized: 7-Jul-26	Page 1 of 1 pages
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Description	Period Cost	Period (Year, Month, Week, Day)	Cost Per Day
Superintendent Salary	340.00	Day	440.00
Superintendent Vehicle	37.00	Day	37.00
Phone	12.00	Day	12.00
Site Toilet	9.00	Day	9.00
Clean Up	40.00	Day	40.00
Fuel	33.00	Day	33.00
Field Office Equipment			
I-Pad	9.00	Day	9.00
Field Office Utilities			
Drinking Water	2.00	Day	2.00
On-Site Storage			
Trailer	10.00	Day	10.00

Cells with red underline (if viewed in color) are for you to fill in. Other cells are protected. Math functions show rounded to penny, but carry exact value for calculations. Let embedded math do its work. Use "Year", "Month", "Week", or "Day" for period. This XLS spreadsheet is available on the Owner's website, Designers' Manual, Bidding Documents, listed by its Section number and Title.

Subtotal of Costs:	592.00
10% for Overhead:	59.20
Subtotal with Overhead:	621.60
5% for Profit:	31.08
Total per day:	652.68

Browning Contractors		Project: Shadowlawn Parking Lot
Work Itemized Below Provided By: Ryan Browning		

Proposal Number: 1		Date Itemized: 07.06.2026	Page 1 of 1
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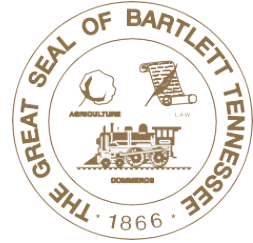
Added Playground Area

Description	Material			Equipment/Sub			Labor		
	Qty.	Unit	Cost Ext.	Qty.	Unit	Cost Ext.	Qty.	Unit	Cost Ext.
Dirt	265	cy	3						
Revised GPS	1	ls	1250						
Trackhoe				10	hr	200			
Dozer				10	hr	175			
Compactor				6	hr	150			
Dump Truck				20	hr	135			
Operator							26	hr	50
Labor 3 Each							0	hr	35
Supervisor							0	hr	75

Material Subtotal	\$2,045.00		\$7,350.00	Labor Subtotal	\$1,300.00
% Sales Tax	\$199.39			37 % Burden	\$481.00
Material Total:	\$2,244.39	Equip./Sub Total:	\$7,350.00	Labor Total:	\$1,781.00

Subtotal on costs of material + Equipment + Labor =	\$11,375.39
10% Overhead allowed on costs =	\$1,137.54
Subtotal of Costs + Overhead =	\$12,512.93
5% profit	\$625.65
Total	\$13,138.57

Board of Mayor and Aldermen
August 11, 2026



Item Memo

Consent Summary:

Recommend the bid be awarded to Grinder Tabor Grinder in the amount of \$172,750.00. Funds are available in Account 311.48311.785.59126.

Formal Body:

On June 24, 2026, an ad was placed in *The Daily News*. On July 23, 2026, the City of Bartlett received three (3) bids for the installation of new seating at the Bartlett Performing Arts and Conference Center as described in the bid document, FY2026-06-030. The bids were opened at City Hall and subsequently evaluated by City staff. The results of the evaluation, with bid pricing, are presented in the table below.

Company	Bid Pricing
A & B Construction Company	\$197,552.00
Grinder Tabor Grinder	\$172,750.00
Network Construction	\$227,899.00

We recommend the bid for the BPACC seating project be awarded to Grinder Tabor Grinder for \$172,750.00.

Funds are available in Account 311.48311.785.59126.

Attachments:

BPACCTheatreSeatingProject_Packet_07312026

CITY OF BARTLETT

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

**David Parsons, Mayor
Steve Sones, Chief Administrative Officer
Dick Phebus, Finance Director
Michael Bollinger, Artistic Director**



REQUEST FOR SEALED BIDS

SB # FY2026-06-030

DUE: Thursday, July 23, 2026, no later than 2:00 p.m.

BARTLETT PERFORMING ARTS AND CONFERENCE CENTER THEATRE SEATING BPACC

The City of Bartlett (City) is seeking bids to replace existing theatre seating in the Bartlett Performing Arts and Conference Center located at 3663 Appling Road, Bartlett, Tennessee per the written specifications.

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NOTICE TO BIDDERS

Sealed Bids are to be received no later than **2:00 P.M. on Thursday, July 23, 2026**. All bid packets with an **original, clearly identified, and two copies**, must be labeled "**FY2026-06-030 BPACC THEATRE SEATING**" and addressed to:

**MAYOR DAVID PARSONS
CITY OF BARTLETT
6400 STAGE ROAD
BARTLETT, TENNESSEE 38134-1148**

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.

Bid Book and related documents can be downloaded at www.cityofbartlett.org. Once these documents have been downloaded from the City of Bartlett website, please fill out the **Bid Document Received Form**, and **email** it to Dick Phebus at dphebus@cityofbartlett.org. This document must be received no later than noon CST on June 26, 2026; failure to submit this form may disqualify you as a bidder.

Questions regarding construction plans and bid specifications must be **emailed** to Michael Bollinger at mbollinger@cityofbartlett.org and also must be received no later than noon CST on June 22, 2026.

Please quote prices on attached sheet

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

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

NAME OF FIRM

E-MAIL ADDRESS

ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TELEPHONE

PRINT NAME

INSTRUCTIONS TO BIDDER

PROJECT SCOPE

The project consists of the removal of existing seating and installation of new theatre seating as outlined in the plans. General Contractor shall provide all materials and labor required to complete the project as per the written requirements. Project details are presented in Exhibit XX and include installation of approximately three hundred forty-eight (348) theatre seats. The project seat plan summary is provided as an attachment to this bid document.

1. USE OF BID FORMS

These Contract documents include a complete set of Bidding and Contract forms, which are for the convenience of bidders.

2. INSPECTION OF SITE

The Bidder should thoroughly examine and familiarize himself with the drawings, The City of Bartlett Technical Specifications, and all other contract documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the City of Bartlett (City) will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

There are NO alternates to this bid.

4. BIDS

- a. All Bids must be submitted on forms supplied by City of Bartlett and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents (**one original and two copies**) including the Bid, the Bid Guaranty, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes which shall be sealed and clearly labeled as required by the GENERAL CONTRACTOR'S LICENSING ACT OF 1976.
- c. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, the City will award it to a responsible Bidder on the Basis of the lowest and/or best Bid, if any. The Contract will require the completion of the work according to the Contract Documents.

- e. Each Bidder shall include in his Bid the following information:

Principals: Names
Home Addresses, including City, State and Zip Code
Firm: Name
Address, including City, State and Zip Code

- f. Bids to be submitted in sealed envelopes and **must** have the following **marked on the outside**:

License: Name of Project – **FY2026-06-030 BPACC THEATRE SEATING**
Date of Bid Opening – **JULY 23, 2026**
Name of Contractor/Company
Tennessee License Number and Classification (if bid is over \$25,000)
Licenses Expiration Date
Sub-contractors license number and classification, if applicable
Acknowledgement of Each Applicable Addendum

5. **BID GUARANTY**

- a. The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (**5%**) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **City of Bartlett**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the City will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted; accordingly, otherwise the Bid will not be considered.
- c. If bid contains multiple items, the bid bond must be for the highest dollar amount of the bid.

6. COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the City for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the City, submit on the form furnished for that purpose, a statement of the Bidder's Qualifications, his experience, record in constructing the type improvements embraced in the project contemplated by the Contract.

The City shall have the right to take such steps as deemed necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

8. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

9. TIME FOR RECEIVING BIDS

- a. Bids received prior to **2:00 P.M. July 23, 2026**, will be securely kept sealed. The Purchasing Agent, or designated person whose duty it is to open them, will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraphic modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

10. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the City will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

12. AWARD OF CONTRACT; REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portion of the work involved in construction of the Improvements contemplated by the Contract Documents.

13. STATEMENT OF INTENT – EQUITY AND FAIRNESS

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are treated with equity 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. The City of Bartlett agrees to comply with Title VI regulations.

GENERAL CONDITIONS:

A. INSURANCE

A.1. General Requirements - The contractor shall be responsible from the time of signing the contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the **City of Bartlett**, its elected officials, appointees, employees and members of boards, agencies and commissions free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of any kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof by act or omission of the Contractor or Subcontractor, or anyone either (a) directly or indirectly employed or (b) under the supervision of any of them in the execution of the Work included in this Contract.

A.2. In addition to the indemnification provided in paragraph A.1, the Contractor, upon award of the Contract, shall provide, at his own cost and expense, the following insurance to the City of Bartlett with insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. All policies will provide for thirty (30) days written notice to the City of Bartlett of cancellation of coverage provided. **Note: A ten (10) day notice applicable to non-payment of premium.** If insurer is not required by the policy terms and conditions to provide written notice of cancellation to the City of Bartlett, the Contractor is responsible and must provide immediate notice to the City, in writing, of cancellation of the policies and evidence of replacement coverage with no lapse in coverage. The notice thereof shall be "by registered mail, return receipt requested," for all the following stated insurance policies. If any of the Property and Casualty Insurance requirements are not complied with at their renewal dates, payments to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Contractor.

A3 Worker's Compensation and Employers Liability – The Contractor shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all Subcontractors to do likewise. ALL STATE ENDORSEMENT IS REQUIRED OR a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Bartlett for all work performed by the Contractor, its employees, agents and subcontractors.

A4 Business Automobile Liability Insurance – Single limit of no less than \$1,000,000 each accident for bodily injury and property damage. Coverage is to be provided on all Owned/Leased autos, non-owned autos and hired autos. The City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be named as additional insureds.

A5 Commercial General Liability Insurance - a) Insurance is to be taken out in the name of the Contractor as named insured. With minimum limits of \$1,000,000 limit per occurrence bodily injury (including death) 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 and commissions shall be named as additional insureds. b) Insurance coverage shall include: a) Premises/Operations, b) Products/Completed Operations, c) Contractual, d) Independent Contractors, e) Broad Form Property Damage, f) Personal Injury and Advertising Liability, g) Comprehensive Form, h) Professional Liability. Coverage as applicable to the City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions shall be primary and non-contributory regardless of any insurance or self-insurance that the City of Bartlett, its elected officials, appointees, employees and members of boards, agencies and commissions may maintain.

A6 Installation Floater in the amount of the project

A7 All insurance policies maintained by the Contractor/Proposer shall provide that insurance as applying to the City of Bartlett shall be primary and non-contributing, irrespective of such insurance of self-insurance as the City of Bartlett may maintain in its own name and on its own behalf. All sub-contractors performing work for the Contractor/Proposer are required to maintain the same coverage and limits as the Contractor/Proposer, with the same additional insured requirements. All coverage will be written through insurance companies rated A- or better by A.M. Best.

B. SAFETY, PROTECTION, AND EMERGENCIES

B.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

- a) The public and to vehicular and pedestrian traffic
- b) All employees on the Work and other persons who may be affected thereby
- c) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site
- d) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. All work, conditions, operations, procedures, and actions of every nature shall be performed in strict conformance with requirements of the "Occupational Safety and Health Act of 1970" as revised and amended. All damage, injury, or loss to any property referred to in Subparagraph B.1.c or B.1.d caused directly or indirectly, in whole or in part, by the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his expense.

B.3 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City and shall be responsible for notification to the City of all instances of damage, injury or loss related to the project.

C. CONSTRUCTION MATERIALS

C.1 All work done must be in accordance with the contract documents and the specifications listed in Exhibit XX.

D. TIME OF COMPLETION

D.1 Demo work for existing theatre seating may begin on or about December 21, 2026. Construction/installation of the new seating/aisle lighting must begin no later than January 4, 2027. Seating installation project must be completed by January 22, 2027.

E. PERFORMANCE BOND

E.1 Subsequent to the award and **within ten (10) days** after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City an Agreement on the form included in the Contract documents in such number of copies as the City may require. **Note: No waiver or cashier's check will be accepted in lieu of Performance Bond.**

E.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "E.1" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or Surety Company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

E.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms and presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City shall constitute a default, and the City may either award the Contract to the next lowest responsible Bidder or re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising the defaulting Bidder shall have no claim against the City for a refund.

F. INSPECTION AND TESTING OF MATERIALS

F.1 All materials used in the installation of this project shall adhere to the specifications outlined in Exhibit XX – Theatre Seating Replacement Project, Theatre Auditorium Chair Specifications.

F.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

G. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

G.1 It is hereby understood and mutually agreed, by and between the Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are **ESSENTIAL CONDITIONS** of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on the dates described in Section D. of this document and shall be specified in the "Notice to Proceed".

G.2 The Contractor agrees that said work shall be executed regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of **\$500.00 per day**, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

G.3 The said amount is fixed and agreed upon by and between the Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City or current periodical estimates.

G.4 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. **Provided**, that the Contractor shall not be charged with liquidated damages or any excess cost when the City determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City; **Provided, further**, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay of completion of the work is due;

G.5 Furthermore:

- a) To any preference, priority or allocation order duly issued by the Government;
- b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the City shall grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

H. NOT APPLICABLE

I. PAYMENTS TO CONTRACTOR

I.1 If applicable, all material and work covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all of the terms of the contract.

J. SUBCONTRACTING

J.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

J.2 The Contractor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

J.3 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

J.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

J.5 The contract shall not contain anything that shall create any contractual relation between any subcontractor and the City.

K. FINAL ACCEPTANCE AND WARRANTY PERIOD

K.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with the Work and shall constitute the beginning of the warranty period.

No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond. The Contractor shall remedy any defects in work and repair any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance. The City shall give notice of observed defects with reasonable promptness. The surety will provide bond at one half of project amount until the end of the one-year warranty period. The City will then reduce the bond to zero if all defects have been remedied by the Contractor.

L. NOT APPLICABLE

M. DRUG PROGRAM

M.1 State TCA Title 50, Chapter 9, Part 1, requires all bids to be accompanied by the following statements and requires a signed affidavit attesting to the following statements:

- a) The City of Bartlett has a drug and alcohol testing program for testing employees for workplace drug and alcohol use.
- b) Full documentation of the program can be found on the City's website, Personnel Department, Chapter 10 of the Personnel Manual. This program is described by the following statement:

M.2 **Drug Testing** - It is the City's policy to require a drug test in the following situations:

- a) New Employee (Post offer testing)
- b) Employee being advanced in job or salary, or both
- c) Random under U.S. DOT regulations (may also include alcohol test).

- d) Random for Fire, EMS or Law Enforcement employees (at the Fire or Police Chief's discretion with approval by the Mayor).
- e) When an employee is at fault in a vehicle or equipment accident. The department head has the option to require testing when not at fault or when at fault is not evident.
- f) When the department head determines there is reasonable suspicion or reasonable cause to warrant testing.

M.3 Drugs to be tested for - When drug and alcohol screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of the drug groups listed below. This list is not intended as an exhaustive inventory of every drug for which an employee can be tested. The selection of drugs subject to testing will be based upon known abuse in the community and the ability of any drug to affect job performance.

- a) Alcohol (Ethyl)
- b) Amphetamines (e.g. Speed)
- c) Barbiturates (e.g. Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- d) Cocaine
- e) Methaqualone (e.g. Quaalude)
- f) Opiates (e.g. Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
- g) Phencyclidine (PCP)
- h) THC (Marijuana)
- i) Other illegal substances as requested by the City.

NOTE: All bidders responding to this bid must have affidavit signed by the officer of the company stating the company has a drug testing program for its employees at least as stringent as the government's program. See attached affidavit.

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____) s.s.
County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of the company submitting this bid and has authority to sign this affidavit.
- (2) He/She is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His/Her company has a testing program in place equal to or greater than the City's program

Print Name _____

Signed _____

Title _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 2026.

Signed _____ Print _____

Name _____

Title _____

My commission expires: _____, 20____.

(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>

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

Print Name _____

Signed _____

Title _____

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

Signed _____

Print Name _____

Title _____

My commission expires: _____, 20____.

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
S.S.
County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____ of _____, the Bidder that has submitted the attached BID;
- (2) He/She is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;
- (3) Such Bid is genuine and is not a collusive or sham BID;
- (4) Neither the said Bidder nor any of its officers, partners owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder firm or person to fix the price of prices in the attached Bid, or of any other Bidder, or to fix any overhead, profit or cost element or the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF BARTLETT** or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 2026.

_____(Title)_____

My commission expires _____ 20____.

SCOPE OF WORK

A. **GENERAL REQUIREMENTS**

1. General Contractor shall be responsible for obtaining all necessary Building Permits required for this project from the City of Bartlett Codes Enforcement, located at 6382 Stage Road. The permits will be issued at NO costs but **must be obtained prior** to beginning any construction activity.
2. General Contractor shall coordinate schedule of the work with Michael Bollinger, Artistic Director, Bartlett Performing Arts and Conference Center (BPACC) at 901-385-6440.
3. All work shall be done during normal work hours, Monday through Friday, 8:00 a.m. to 4:30 p.m. No work shall be performed on Saturday or Sunday nor any holiday designated by the City of Bartlett.
4. Supervision - Provide at least one person who shall be present at all times during execution of the work and who shall be thoroughly familiar with the type of materials being installed, the referenced standards, and the requirements of the work, and who shall direct the execution of all the work.
5. General Contractor shall be responsible for keeping a clean work area and remove all excess construction debris from site daily for disposal.
6. General Contractor will be responsible for all materials and tools used/stored at the job.
7. Any damage to existing facilities, utilities, or structure occurring during the renovation work will be the responsibility of the General Contractor for repair or replacement.
8. The final payment will not be released until project has been signed off by the Artistic Director, BPACC, and all lien releases have been submitted and approved.

SPECIAL CONDITIONS

- All work done must be in accordance with these contract conditions, the plans, and the specifications contained in this document labeled Theatre Seating Replacement Project, Theatre Auditorium Chair Specifications and Preliminary Seat Plan as provided in the attachments.

BID SUBMITTAL FORM

The following forms shall be completed and submitted with the bid.

(Include an original, clearly identified, and two complete copies)

1. Notice to Bidders—NB-1
2. Drug and Alcohol Affidavit—DAA-1
3. Public Acts 109 Form – PA-1
4. Public Acts 775 Form –PA-2
5. Non-Collusion Affidavit of Principal Bidder—NCA-1
6. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
7. Performance Payment Bond – PPB-1
8. Bid Pricing Sheet—BPS-1
9. Current year, signed W-9 form (IRS form Rev. March 2024)

Note: Failure to include these forms with the bid submittal may be grounds for rejecting the bid as incomplete.

REMINDER: The Outside Of The Bid Envelope Must List The Required Information As Specified On Page IB-2, Section “f” in This Bid Document.

BID PRICING SHEET

(Must include an original, clearly identified, and two complete copies of all required documents.)

Proposal of _____ (hereinafter called "Bidder") a
corporation, organized and existing under the laws of the State of _____
_____, partnership, or an individual doing business as _____
_____.

To: City of Bartlett TN (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your Invitation For Bids for the products and installation of **City of Bartlett TN – BPACC Theatre Seating**, having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, including all costs related to shipping and storing of materials to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within **time frame as stipulated in General Conditions, Item D, Page GC-3 of this bid document**. Bidder further agrees to pay as liquidated damages the sum of **\$500.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph G.2 (pg. GC-4) of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum(s):

¹ Insert corporation, partnership or individual as applicable.

BPACC Theatre Seating
Sealed Bid #: FY2026-06-030
Due Date: July 23, 2026

Note: "Total Base Bid" shall include all materials, labor, subcontracting costs, permits (except those issued by Bartlett Code Enforcement), bonds, and/or insurance, allowances, removal, overhead, profit, et cetera to cover the finished work of the project.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids. Bidder agrees to perform all the work described in the specifications for the following price:

TOTAL BID (sum of Item Nos. 1 & 2): \$_____

TOTAL BID IN WORDS: _____

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

Respectfully submitted:

NAME OF FIRM

Email

Authorized Representative
(Typed or Printed)

Phone Number

Authorized Representative Signature

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned. _____

_____ As Principal, and
_____ as Surety, are hereby held and firmly
bound unto _____ as OWNER in the penal sum of _____
5% of BID _____ for the payment of which, well and truly to be
made, we hereby jointly and severally bind successors, assigns and ourselves.

Signed, this _____ day of _____, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain
BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall be execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Print Name _____

_____(L.S.)
Principal

Surety

By: _____ Print Name: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTICE OF AWARD

To: _____

PROJECT Description: **FY2026-06-030 BPACC Theatre Seating Replacement Project.**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2026 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND, if required and Certificates of Insurance **within ten (10) calendar** days from the date of the Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this _____ day of _____, 2026.

CITY OF BARTLETT

Name: _____

Print Name: David Parsons

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 2026.

Name: _____

Print Name: _____

Title: _____

PERFORMANCE PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We _____
(Name of Contractor)

called "Principal" and _____ of _____,
(Surety),

State of _____ herein-after called the "Surety", are held and firmly bound

unto _____ of _____,
(Owner) (City)

_____ herein-after called "Owner" in the penal sum of _____
(State)

_____ Dollars (\$ _____) in
lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into
a certain contract with the City, dated the _____ day of _____, 2025 a copy of which is
hereto attached and made a part hereof for the construction of:

FY2026-06-030 BPACC THEATRE SEATING REPLACEMENT PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the City, with or without notice to the
Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
indemnify and same harmless the City from all costs and damages which may suffer by reason of failure
to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in
making good and default, and shall promptly make payment to all persons, firms, subcontractors, and
corporations furnishing materials for or performing labor in the execution of the work provided for in
such contract, and may authorize extension or modifications thereof, including all amounts due for
materials, used in connection with the construction of such work, and all insurance premiums on said
work, and for all labor, performed in such work whether by subcontractor or otherwise, then this
obligation shall be void; otherwise remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in any wise affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2026.

ATTEST:

Print Name

Principal

By: _____ (s)

(Principal) Secretary

(SEAL)

Address - Zip Code

Witness as to Principal

Address - Zip Code

ATTEST:

Surety

By: _____
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Address - Zip Code

Witness as to Surety

Address - Zip Code

BPACC Theatre Seating
Sealed Bid #: FY2026-06-030
Due Date: July 23, 2026

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

NOTICE TO PROCEED

TO:

PROJECT: FY2026-06-030 BPACC THEATRE SEATING REPLACEMENT PROJECT

You are hereby notified to commence WORK in accordance with the Agreement dated _____ 2026, on or before _____, 2026 and you are to complete the WORK within the time frame specified in General Conditions, Item D. The date of completion of all WORK is therefore _____, 2026.

CITY OF BARTLETT

By: _____

Print Name: David Parsons

Title: Mayor, City of Bartlett

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

_____, this the
____ day of _____ 2026.

By: _____

Print Name: _____

Title: _____

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2026 by and between City of Bartlett, hereinafter called "CITY" and _____, doing business as (an individual,) or (a Partnership,) or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **FY2026-06-030 BPACC THEATRE SEATING REPLACEMENT PROJEC.**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within one-hundred eighty (180) calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, or as shown in the Bidschedule.
5. The term "CONTRACT DOCUMENT" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Instructions to Bidders
 - (C) General Conditions
 - (D) Special Conditions
 - (E) Bid Specifications
 - (F) Bid Bond
 - (G) Notice of Award
 - (H) Payment Bond
 - (I) Performance Bond
 - (J) Notice To Proceed
 - (K) Contract Agreement
 - (L) ADDENDA: NO. _____, Dated _____, 2026

6. The CITY will pay to the CONTRACTOR in the manner and at such time as set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respectable heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the Agreement in (5), each of which shall be deemed an original on the date first above written.

CITY OF BARTLETT

BY: _____

PRINT NAME: David Parsons

TITLE: Mayor, City of Bartlett

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

(SEAL-Contractor's Notary)
ATTEST:

Print Name: _____

TITLE: _____

My Commission expires _____, 20____

Planholders List

RFP FY2026-06-030 THEATRE SEATING

BID submissions due Thursday, July 23, 2026 @ 2:00 PM (CDT)

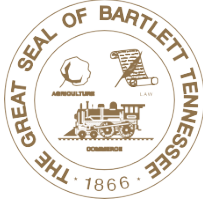
Company	Contact Person	Phone	Email
Traditional Construction Company	Jason Sullivan	901-305-9270	Jason@traditionalinc.com
Affordable Construction Services	Chris Williamson	888-400-5523	officeofconstruction@gmail.com
Network Construction & Janitorial	William Hampton	901-949-1200	networkconstructionmemphis@gmail.com
Grinder, Taber & Grinder	Mary Delgado	901-767-8478	mdelgado@grindertaber.com
A&B Construction Company	Heather Page	901-383-7360	heather@aandbconstructionco.com
Davis Furniture Company	Ross Goldsmith	715-284-9733	ross@davisseating.com

BID RESPONSE SHEET

FY2026-06-030 THEATRE SEATING - BPACC

DUE 07/23/2026 AT 2:00 P.M.

[illegible]



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

Resolution 29-26

**Meeting: 8/11/2026 6:00 PM
Department: Planning
Category: Resolution
Prepared By: Melissa McAfee,
Administrative Secretary
Initiator:
Sponsors:**

Resolution 29-26, a resolution approving a Special Use Permit to allow a Planned Residential Development to be located on the Sammy Guffin property, Parcel B0148 00901, on the north side of Old Brownsville Road, west of Kirby Whitten Parkway, within the “RS-15” Single Family Residential Zoning District.

WHEREAS, an application has been made for a Special Use Permit to allow a Planned Residential Development to be located on the Sammy Guffin property, Parcel B0148 00901, on the north side of Old Brownsville Road, west of Kirby Whitten Parkway within the “RS-15” Single Family Residential Zoning District.

WHEREAS, according to Article 6, Section 3 of the Bartlett Zoning Ordinance, a Special Use Permit is required within the “RS-15” Single Family Residential Zoning District to allow a Planned Residential Development.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Planned Residential Development to be located on the Sammy Guffin property, Parcel B0148 00901, on the north side of Old Brownsville Road, west of Kirby Whitten Parkway on Monday, July 6, 2026, in accordance with their regulations and approved the unfavorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 8th day of September, 2026, and approved the Special Use Permit to allow a Planned Residential Development to be located on the Sammy Guffin property, Parcel B0148 00901, on the north side of Old Brownsville Road, west of Kirby Whitten Parkway, subject to the following conditions:

Engineering Conditions:

General:

1. For this Review, only Preliminary Plans were submitted. Once a complete set of Construction Plans are submitted, there may be additional Engineering Conditions.
2. A Residential Site Plan contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
3. Applicant/ Engineer shall provide a digital set of drawing files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and jfrye@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
4. The engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention

Plan) and ARAP (Aquatic Resource Alteration Permit) that have been or will be submitted to TDEC (Tennessee Department of Conservation).

5. All new utilities shall be underground.
6. The proposed entrance shown at Old Brownsville Road may require the Developer to relocate 3-phase electrical power pole(s).
7. Median modification will be required on Old Brownsville Road to accommodate left turns from the eastbound lane.
8. A new water line will need to be bored across Old Brownsville Road to connect to the existing 16" water main located near the centerline of the road.
9. Streetlights will be required along the frontage of Old Brownsville Road.
10. Please provide signed and stamped sewer calculations with your construction plan submittal.
11. A sediment basin may be required.
12. Correct all Mark-ups.

Plans:

13. A Full set of Construction Drawings will be required for the construction plan submittal as per the City of Bartlett Planning Department Application Checklist including (but not limited to)

- Final Plat Sheets
- Existing Conditions Sheet (with existing ridge lines and drainage areas)
- Phased Erosion Prevention and Soil Preservation (EPSC) Sheets
- Grading and Drainage Sheet(s)
- Sewer Plan Sheet(s)
- Details Sheet
- Road Plan & Profiles Sheets
- Off-street Plan and Profiles (if Needed)
- Water Plan (to be completed by the City of Bartlett)
- Traffic Control Plan
- Signage and Striping Plan

14. Easements should be included on all sheets.

15. Any Common Open Space (COS) shall be owned and maintained by the HOA.

16. Prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett.

17. Metal posts with wire-backed fence are required on the proposed silt fences.

18. A HEC-RAS Hydraulic Study must be completed (and submitted to the City of Bartlett) on the Raner Creek Tributary that is on site to determine the 100 Year Flood Elevations on site.

19. Developer's Engineer should consult and confirm with TDEC regarding the status of the Raner Creek Tributary mentioned above with regards to its stream status.

- Because of this concern and the concern for 100 Year Flood elevations on this stream, it is assumed that the Tributary will require Stream Buffer Setbacks to accommodate both the 100-Year Flood Elevation and to be consistent with the City of Bartlett Storm Water Ordinance.
- This ordinance would require a setback width of approximately 90' (measured back from each bank.)

- The Stream Buffer mentioned above shall comprise a separate lot designated as Greenbelt to be dedicated to the City of Bartlett.

Grading and Drainage:

20. The applicant's engineer shall submit the stamped and signed detention calculations for the detention basins required for this property and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25, 100-year storms.
21. Offsite area should be included for adequate review of drainage, and the need for additional drainage structures.
22. Additional swales, inlets, and drainage pipes may be required to carry drainage to outfalls in a way that does not negatively impact adjacent properties.
23. Show Pre/Post construction Q25 peak flows to each outfall.
24. Please provide a (Drainage Narrative) written summary of the existing site drainage patterns (including pre-construction Q25 to each outfall) and how grading will or will not impact it. The Drainage Narrative should include a discussion on impact to adjacent properties, how storm water from the new construction will drain (including post-construction Q25 to each outfall), discuss planned detention, and show the capacity of the (existing) receiving drainage pipes.
25. Show capacity of all (existing) receiving drainage pipes.

Planning Comments:

1. The Kings Crossing Planned Development Phases 1 and 2, which is to the west of the subject property, has lots ranging from 11,808 sq. ft – 37,011sq. ft. The Stonecrest Planned Development, which is to the east of the subject property, has lot sizes ranging from 13,500 sq. ft – 29,479 sq. ft.
2. A Planned Development usually provides common amenities for residents. Staff recommends adding a walking trail around the detention area and the green belt located on common open space B.

Planning Conditions:

1. The applicant shall include a tree survey with a tree table.
2. The applicant must obtain Construction Plan, and Final Plan approvals from the Planning Commission.
3. The applicant will need to add a note to the plat to prohibit driveway access to Old Brownsville Road for Lots 21 and 22.
4. A note shall be added to the plat stating that the Guffin Estates Planned Development requires a homeowner's association to be formed to maintain all common amenities, landscaping, subdivision fence, subdivision sign, and other features.
5. Ownership and maintenance responsibilities of the common open spaces shall be listed on the Plat.
6. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
7. The applicant must obtain Site Plan approval from the Design Review Commission for all common open space amenities and subdivision signage.
8. The owner/applicant shall identify all utilities on site by contacting Tennessee One Call at 811 before commencing any site work.

9. The applicant and/or property owners shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

10. The applicant and/or property owners shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.

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 Planned Residential Development to be located on the Sammy Guffin property, Parcel B0148 00901, on the north side of Old Brownsville Road, west of Kirby Whitten Parkway, incorporating the above listed conditions, is approved.

ADOPTED THIS 8th DAY OF SEPTEMBER, 2026.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

**Municipal Planning Commission
Minutes
Monday, July 6, 2026 – 6:30 p.m.
Bartlett City Hall Assembly Chamber**

Members present:

David Hunt
Jack Young, Alderman
Paul Kaiser, Chairman
Jim Lamb, Vice Chairman
James Reid
Don Conway
Greg Easton
Ken Demetriou

Members absent:

Randy Jowers

Advisors/Staff Present:

Kim Taylor, Director of Planning
Sam Harris, Senior Planner
Leslie Brock, Planner
Melissa McAfee, Administrative Secretary
Trey Arthur, Director of Code Enforcement
Lynson Robbins, Code Enforcement
John Horne, Director of Engineering
Jesse Frye, Subdivision Engineer
Brett Crump, Fire Inspector
Ed McKenney, City Attorney

Alderman Jack Young opened the meeting with prayer.

The Pledge of Allegiance to the flag of the United States of America was recited.

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

Approval of Minutes of the June 1, 2026 meeting:

Greg Easton made a motion to approve the minutes of the Monday, June 1, 2026 meeting as submitted. David Hunt seconded the motion. Roll Call Vote: All members voted Yes. Motion carries.

NEW BUSINESS

Public Hearing
Planned Development

1. Guffin Estates, North Side of Old Brownsville Road, Parcel B014800901 (Tim Dagastino, WH Porter)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Mr. Tim Dagastino, with WH Porter Consultants, who is requesting Planning Commission approval of a favorable recommendation for a Planned Development. The subject property is located on the Sammy Guffin property, Parcel B0148 00901, on the north side of Old Brownsville Road, west of Kirby Whitten Parkway. The subject property is in the "RS-15" Single Family Residential Zoning District.

BACKGROUND: On November 3, 2025, the Planning Commission made a favorable recommendation to the Board of Mayor and Aldermen to rezone 21.85 acres from the "RS-18" Single Family Residential Zoning District to the "RS-15" Single Family Residential Zoning District. On January 13, 2026, the Board of Mayor and Aldermen approved the rezoning of the subject property from "RS-18" Single Family Residential Zoning District to "RS-15" Single Family Residential Zoning District.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of a favorable recommendation to the Board of Mayor and Aldermen for a Planned Development on the subject property. The applicant is proposing to develop 21.85 acres of land into a 54-lot planned residential subdivision with common open space lots. Lot sizes range from 8,125 square feet to 23,073 square feet. The proposed housing density is 2.47 units per acre, and the minimum yard setbacks are as follows:

Proposed Setbacks

- A. Front – 30 feet
- B. Side – 5 feet
- C. Rear – 20 feet
- D. Lot Width – 65 feet

RS-15 Zoning District

- Front – 40 feet
- Side – 10 feet
- Rear – 30 feet
- Lot Width 100 feet

Stormwater detention will be handled by detention areas located within common open space A and B. Common open space B also includes a greenbelt and a central mailbox kiosk for the subdivision. Access to the subdivision will be from Old Brownsville Road.

Recommendation: Favorable recommendation to the Board of Mayor and Aldermen for approval with conditions.

Engineering Conditions:

General:

1. For this Review, only Preliminary Plans were submitted. Once a complete set of Construction Plans are submitted, there may be additional Engineering Conditions.
2. A Residential Site Plan contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
3. Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and jfrye@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
4. The engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) and ARAP (Aquatic Resource Alteration Permit) that have been or will be submitted to TDEC (Tennessee Department of Conservation).
5. All new utilities shall be underground.
6. The proposed entrance shown at Old Brownsville Road may require the Developer to relocate 3-phase electrical power pole(s).
7. Median modification will be required on Old Brownsville Road to accommodate left turns from the eastbound lane.
8. A new water line will need to be bored across Old Brownsville Road to connect to the existing 16" water main located near the centerline of the road.
9. Streetlights will be required along the frontage of Old Brownsville Road.
10. Please provide signed and stamped sewer calculations with your construction plan submittal.
11. A sediment basin may be required.
12. Correct all Mark-ups.

Plans:

13. A Full set of Construction Drawings will be required for the construction plan submittal as per the City of Bartlett Planning Department Application Checklist including (but not limited to)
 - Final Plat Sheets
 - Existing Conditions Sheet (with existing ridge lines and drainage areas)
 - Phased Erosion Prevention and Soil Preservation (EPSC) Sheets
 - Grading and Drainage Sheet(s)

- Sewer Plan Sheet(s)
 - Details Sheet
 - Road Plan & Profiles Sheets
 - Off-street Plan and Profiles (if Needed)
 - Water Plan (to be completed by the City of Bartlett)
 - Traffic Control Plan
 - Signage and Striping Plan
14. Easements should be included on all sheets.
15. Any Common Open Space (COS) shall be owned and maintained by the HOA.
16. Prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett.
17. Metal posts with wire-backed fence are required on the proposed silt fences.
18. A HEC-RAS Hydraulic Study must be completed (and submitted to the City of Bartlett) on the Raner Creek Tributary that is on site to determine the 100 Year Flood Elevations on site.
19. Developer's Engineer should consult and confirm with TDEC regarding the status of the Raner Creek Tributary mentioned above with regards to its stream status.
- Because of this concern and the concern for 100 Year Flood elevations on this stream, it is assumed that the Tributary will require Stream Buffer Setbacks to accommodate both the 100-Year Flood Elevation and to be consistent with the City of Bartlett Storm Water Ordinance.
 - This ordinance would require a setback width of approximately 90' (measured back from each bank.)
 - The Stream Buffer mentioned above shall comprise a separate lot designated as Greenbelt to be dedicated to the City of Bartlett.

Grading and Drainage:

20. The applicant's engineer shall submit the stamped and signed detention calculations for the detention basins required for this property and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25, 100-year storms.
21. Offsite area should be included for adequate review of drainage, and the need for additional drainage structures.
22. Additional swales, inlets, and drainage pipes may be required to carry drainage to outfalls in a way that does not negatively impact adjacent properties.
23. Show Pre/Post construction Q25 peak flows to each outfall.
24. Please provide a (Drainage Narrative) written summary of the existing site drainage patterns (including pre-construction Q25 to each outfall) and how

grading will or will not impact it. The Drainage Narrative should include a discussion on impact to adjacent properties, how storm water from the new construction will drain (including post-construction Q25 to each outfall), discuss planned detention, and show the capacity of the (existing) receiving drainage pipes.

25. Show capacity of all (existing) receiving drainage pipes.

Planning Comments:

1. The Kings Crossing Planned Development Phases 1 and 2, which is to the west of the subject property, has lots ranging from 11,808 sq. ft – 37,011 sq. ft. The Stonecrest Planned Development, which is to the east of the subject property, has lot sizes ranging from 13,500 sq. ft – 29,479 sq. ft.
2. A Planned Development usually provides common amenities for residents. Staff recommends adding a walking trail around the detention area and the green belt located on common open space B.

Planning Conditions:

1. The applicant shall include a tree survey with a tree table.
2. The applicant must obtain Construction Plan, and Final Plan approvals from the Planning Commission.
3. The applicant will need to add a note to the plat to prohibit driveway access to Old Brownsville Road for Lots 21 and 22.
4. A note shall be added to the plat stating that the Guffin Estates Planned Development requires a homeowner's association to be formed to maintain all common amenities, landscaping, subdivision fence, subdivision sign, and other features.
5. Ownership and maintenance responsibilities of the common open spaces shall be listed on the Plat.
6. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
7. The applicant must obtain Site Plan approval from the Design Review Commission for all common open space amenities and subdivision signage.
8. The owner/applicant shall identify all utilities on site by contacting Tennessee One Call at 811 before commencing any site work.
9. The applicant and/or property owners shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
10. The applicant and/or property owners shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.

Henry Porter, with W.H. Porter Consultants, stepped forward.

Mr. Porter stated that he is in agreement with comments and conditions of staff.

David Hunt asked what the expected price range of the homes is.

Mr. Porter stated that he does not know as that is not his purview. The PC would have to ask the developer.

Administrative Secretary Melissa McAfee stated that the Planning Department did not receive any correspondence related to this application.

The public hearing opened at 6:35 p.m.

Chairman Kaiser called for anyone in favor of approval of a favorable recommendation to the Board of Mayor and Aldermen to step forward. Hearing none.

Chairman Kaiser called for anyone against approval of a favorable recommendation to the Board of Mayor and Aldermen to step forward.

The following citizens spoke in opposition, expressing concerns about drainage issues and tree protection:

Beverly Harbhin, 6559 Royal Valley Cove

Stephen Lytle, 4916 Kings Forest Drive

Ruby Watkins, 6553 Royal Valley Cove

The public hearing closed at 6:46 p.m.

Mr. Porter stated that there are already trees being protected, but they will look at additional tree protection. He noted that it is already illegal in Tennessee to increase the drainage runoff going onto someone else's property, and that Engineering Conditions already address the potential drainage issues.

Engineering Director John Horne stated that even with a tree protection plan in place, when onsite doing the grading work, you sometimes must choose between saving an existing tree and having good drainage.

David Hunt made a motion to forward a favorable recommendation to the Board of Mayor and Aldermen for Planned Development approval of Guffin Estates with the added condition that the applicant provides a tree protection plan. Jack Young seconded the motion. Roll Call Vote: Greg Easton, Jim Lamb, and Paul Kaiser voted Yes. David Hunt, Ken Demetriou, Jack Young, James Reid, and Don Conway voted No. Motion fails.

Construction Plan

2. The Ramble on Summer Area A, 7157 Highway 70 (David Bray, The Bray Firm)

INTRODUCTION: Director Taylor introduced the application for David Bray, with The Bray Firm, on behalf of the applicant Geaux Breauxs LLC, who is requesting Planning Commission approval of a Construction Plan for The Ramble on Summer Area A Residential Mixed Use Development. The subject property is located at 7157 Highway 70. The subject property has split zoning with the western 200 feet from the Highway 70 frontage within the "R-TH" Townhouse Residential Zoning District and the eastern remainder within the "RS-10" Single Family Residential Zoning District.

BACKGROUND: On September 10, 2024, the Board of Mayor and Aldermen approved a Special Use Permit to allow for the submittal of development plans for a Residential Mixed Use Development on the 10.16-acre subject property located at 7157 Highway 70. On June 1, 2026, the Planning Commission approved a Master Plan to subdivide the 10.16 acres of land into a 36-lot residential mixed use subdivision with 35 residential dwelling units, outdoor recreation area, restaurant, and bakery/retail shop. The approved phasing of the development is as follows:

	Area	Use	Acreage	Lots	Dwelling Units
Phase 1	A	Restaurant with Outdoor Recreation Area	2.54	1	-
Phase 2	A	Bakery/Retail Shop	2.54	1	-

Phase 3	B	Single Family Residential	5.08	35	35
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DISCUSSION: The specific request by the applicant is for the approval of the Construction Plans for The Ramble on Summer Area A Residential Mixed Use Development which is 5.53 acres. The project scope for Area A is the site layout for the proposed 6,250 square feet restaurant with a 1,675 square feet smokehouse, the proposed outdoor recreation area with open yard seating, and the proposed 4,800 square feet bakery/retail shop. The construction plans for Area A include: an existing conditions plan, preliminary final plat, site plan, erosion control plan, sanitary sewer plan, grading and drainage plan, landscape plan, traffic control plan, and signage/stripping plan. The primary access to the development will be from the existing driveway aprons along the Highway 70 frontage. The applicant is proposing a secondary driveway that would provide access to Yale Road.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Subdivision contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and jfrye@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP permit will be required and shall be submitted to TDEC and to the City of Bartlett Engineering office. Permit numbers will be recorded on each page of the erosion control plan.
4. All new utilities shall be underground.
5. Plat is required to verify location of property lines and show that full ROW dedication of 57' has been granted.
6. Any work within or affecting the Hwy 70 ROW, including existing driveway entrances, shall be submitted to TDOT for approval. A copy of the TDOT permit shall be submitted to the City of Bartlett.
7. There is an existing 8" water line on the west side Hwy 70, which must be bored under Hwy70 and may need to be looped through the new development and reconnected near the intersection of Yale and Broadway St. A fire hydrant will be required within 400' of the proposed building for

Phase 1. Commercial fireflows will be required for Phase 1. In addition, a future 12" waterline will need to be installed across the entire frontage on Hwy 70. Certified as-builts will be required on the public water.

8. This project is located in the Fletcher Creek Sewer Basin. Phase 1 appears to have an existing sewer tap that can be utilized for all buildings. Phase 3 may require private sewer holding tanks.
9. There is Traffic Signal Fiber in the northern ROW of Yale Rd. Please add a note to the Site Plan and any sheet that requires demo, excavation, grading, or boring near this area stating, "There is Traffic Signal Fiber in the area, please contact the City of Bartlett Engineering Department (901-385-6499) before any construction begins."
10. Correct all markups.

Final Plat:

11. Surveyor's Certificate needs to be added.
12. Please show the stream buffer as COS and add a note stating, The Property Owners Association is responsible for maintaining all COS lots, including the stream buffer.

Demolition Plan:

13. A Demo Plan is required as well as a permit from Building and Codes for any building demo or abandonment of utilities.

Sanitary Sewer Plan:

14. Sewer Plan needs to be included.
15. Sewer lines shall be at 0.4% minimum slope.
16. Tracer wire must be installed on all sewer lines, including services.
17. If there are any existing sewer taps, please show on sewer plan and existing conditions.
18. Certified as-builts will be required on the public sewer.

Grading & Drainage Plan:

19. More details illustrating how drainage is being conveyed to outfall(s) are required.
20. Show pre/post Q25 peak flow to outfall(s).
21. Detention will be required. Developer's engineer may complete a hydraulic study to determine if there is available capacity in the regional detention basin to the east of this site.
22. FFE's are required to be at least 1.5' above the 100 year flood elevation. Please show an interpolated or estimated BFE (labeled as such) that would be the worst case for the site.

23. Certified as-builts will be required on the public drainage.

Erosion Control Plan Stage 1, Stage 2 and Stage 3:

24. The engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) that has been or will be submitted to TDEC (Tennessee Department of Conservation).
25. Prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett.
26. During construction, extra care will be needed to ensure that silt is not tracked into Hwy 70 or Yale Rd.
27. Show the Flowline and Top of Bank for the southern stream along with 30' and 60' buffers; and provide the **average buffer for the site**.
28. Please verify your 100-year flood limit.
29. Please show the TDEC classification of the receiving stream and the contributing drainage area to outfall(s).

Traffic:

30. If both existing entrances along Hwy 70 are proven to be within the Ramble property limits, the outcome of the southern entrance along Hwy 70 shall be determined by TDOT and the Bartlett Engineering staff. The northern entrance will require striping changes to allow deceleration and storage for the southbound left turn from Hwy 70 into the property. Striping changes shall be submitted to TDOT for approval and a copy of the approval shall be provided to the City of Bartlett

Planning Comments:

1. The applicant is working to purchase the adjacent vacant 9-acre property located south of the subject property for ancillary parking, enhanced landscape buffering, and a secondary driveway that provides access to Yale Road and aligns with the Yale at Santa Valley intersection. However, obtaining the vacant 9-acre property has become problematic due to underlying clean title encumbrances, so the applicant is currently attempting to work with the City of Bartlett on a driveway alignment to Yale Road that would cut across city owned property to access Yale Road until clear title for the vacant 9-acre property can be obtained.
2. The applicant has revised the proposed gravel parking found on the Master Plan to pervious concrete pavers. Staff is in agreement with the use of pervious concrete pavers on this site.

Planning Conditions:

1. The Outline Plan shall be recorded with the Shelby County Register of Deeds.

2. The applicant shall identify the specific Landscape Plate locations on the Outline Plan and Final Plat.
3. The Final Plat shall be revised to be titled The Ramble on Summer Area A Residential Mixed Use Development.
4. The Final Plat shall identify the future 4.50 acres of single family residential as The Ramble on Summer Area B (Future Development).
5. The applicant must obtain subdivision Construction Plan and Final Plan approval for Area B of the development.
6. The applicant must attach the Outline Plan with each Final Plat for every phase recording.
7. The applicant shall be present at the meetings in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser asked if the applicant is present.

David Bray, the Bray Firm, stepped forward.

Mr. Bray stated that he is in agreement with comments and conditions of staff.

David Hunt asked when the applicant hopes to get started on construction.

Mr. Bray stated that they are very anxious to begin and are hoping to have begun by this fall.

Jack Young made a motion to approve the Construction Plan for The Ramble on Summer Area A with comments and conditions in the staff report. Ken Demetriou seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries.

Final Plan

3. The Ramble on Summer Area A, 7157 Highway 70 (David Bray, The Bray Firm)

INTRODUCTION: Director Taylor introduced the application for David Bray, with The Bray Firm, on behalf of the applicant Geaux Breauxs LLC, who is requesting Planning Commission approval of a Final Plan for The Ramble on Summer Area A Residential Mixed Use Development. The subject property is located at 7157 Highway 70. The subject property has split zoning with the western 200 feet from the Highway 70 frontage within the "R-TH" Townhouse Residential Zoning District and the eastern remainder within the "RS-10" Single Family Residential Zoning District.

BACKGROUND: On September 10, 2024, the Board of Mayor and Aldermen approved a Special Use Permit to allow for the submittal of development plans for a Residential Mixed Use Development on the 10.16-acre subject property located at 7157 Highway 70. On June 1, 2026, the Planning Commission approved a Master Plan to subdivide the 10.16 acres of land into a 36-lot residential mixed use subdivision with 35 residential dwelling units, outdoor recreation area, restaurant, and bakery/retail shop. The approved phasing of the development is as follows:

	Area	Use	Acreage	Lots	Dwelling Units
Phase 1	A	Restaurant with Outdoor Recreation Area	2.54	1	-
Phase 2	A	Bakery/Retail Shop	2.54	1	-
Phase 3	B	Single Family Residential	5.08	35	35

DISCUSSION: The specific request by the applicant is for the approval of the Final Plan for The Ramble on Summer Area A Residential Mixed Use Development which is 5.53 acres. The project scope for Area A is the site layout for the proposed 6,250 square feet restaurant with a 1,675 square feet smokehouse, the proposed outdoor recreation area with open yard seating, and the proposed 4,800 square feet bakery/retail shop. The primary access to the development will be from the existing driveway aprons along the Highway 70 frontage. The applicant is proposing a secondary driveway that would provide access to Yale Road.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Subdivision contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and jfrye@cityofbartlett.org for use in

the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.

3. A SWPPP permit will be required and shall be submitted to TDEC and to the City of Bartlett Engineering office. Permit numbers will be recorded on each page of the erosion control plan.
4. All new utilities shall be underground.
5. Plat is required to verify location of property lines and show that full ROW dedication of 57' has been granted.
6. Any work within or affecting the Hwy 70 ROW, including existing driveway entrances, shall be submitted to TDOT for approval. A copy of the TDOT permit shall be submitted to the City of Bartlett.
7. There is an existing 8" water line on the west side Hwy 70, which must be bored under Hwy70 and may need to be looped through the new development and reconnected near the intersection of Yale and Broadway St. A fire hydrant will be required within 400' of the proposed building for Phase 1. Commercial fireflows will be required for Phase 1. In addition, a future 12" waterline will need to be installed across the entire frontage on Hwy 70. Certified as-builts will be required on the public water.
8. This project is located in the Fletcher Creek Sewer Basin. Phase 1 appears to have an existing sewer tap that can be utilized for all buildings. Phase 3 may require private sewer holding tanks.
9. There is Traffic Signal Fiber in the northern ROW of Yale Rd. Please add a note to the Site Plan and any sheet that requires demo, excavation, grading, or boring near this area stating, "There is Traffic Signal Fiber in the area, please contact the City of Bartlett Engineering Department (901-385-6499) before any construction begins."
10. Correct all markups.

Final Plat:

11. Surveyor's Certificate needs to be added.
12. Please show the stream buffer as COS and add a note stating, The Property Owners Association is responsible for maintaining all COS lots, including the stream buffer.

Demolition Plan:

13. A Demo Plan is required as well as a permit from Building and Codes for any building demo or abandonment of utilities.

Sanitary Sewer Plan:

14. Sewer Plan needs to be included.
15. Sewer lines shall be at 0.4% minimum slope.

16. Tracer wire must be installed on all sewer lines, including services.
17. If there are any existing sewer taps, please show on sewer plan and existing conditions.
18. Certified as-builts will be required on the public sewer.

Grading & Drainage Plan:

19. More details illustrating how drainage is being conveyed to outfall(s) are required.
20. Show pre/post Q25 peak flow to outfall(s).
21. Detention will be required. Developer's engineer may complete a hydraulic study to determine if there is available capacity in the regional detention basin to the east of this site.
22. FFE's are required to be at least 1.5' above the 100 year flood elevation. Please show an interpolated or estimated BFE (labeled as such) that would be the worst case for the site.
23. Certified as-builts will be required on the public drainage.

Erosion Control Plan Stage 1, Stage 2 and Stage 3:

24. The engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) that has been or will be submitted to TDEC (Tennessee Department of Conservation).
25. Prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett.
26. During construction, extra care will be needed to ensure that silt is not tracked into Hwy 70 or Yale Rd.
27. Show the Flowline and Top of Bank for the southern stream along with 30' and 60' buffers; and provide the **average buffer for the site**.
28. Please verify your 100-year flood limit.
29. Please show the TDEC classification of the receiving stream and the contributing drainage area to outfall(s).

Traffic:

30. If both existing entrances along Hwy 70 are proven to be within the Ramble property limits, the outcome of the southern entrance along Hwy 70 shall be determined by TDOT and the Bartlett Engineering staff. The northern entrance will require striping changes to allow deceleration and storage for the southbound left turn from Hwy 70 into the property. Striping changes shall be submitted to TDOT for approval and a copy of the approval shall be provided to the City of Bartlett

Planning Comments:

1. The applicant is working to purchase the adjacent vacant 9-acre property located south of the subject property for ancillary parking, enhanced landscape buffering, and a secondary driveway that provides access to Yale Road and aligns with the Yale at Santa Valley intersection. However, obtaining the vacant 9-acre property has become problematic due to underlying clean title encumbrances, so the applicant is currently attempting to work with the City of Bartlett on a driveway alignment to Yale Road that would cut across city owned property to access Yale Road until clear title for the vacant 9-acre property can be obtained.
2. The applicant has revised the proposed gravel parking found on the Master Plan to pervious concrete pavers. Staff is in agreement with the use of pervious concrete pavers on this site.

Planning Conditions:

1. The Outline Plan shall be recorded with the Shelby County Register of Deeds.
2. The applicant shall identify the specific Landscape Plate locations on the Outline Plan and Final Plat.
3. The Final Plat shall be revised to be titled "The Ramble on Summer Area A Residential Mixed Use Development".
4. The Final Plat shall identify the future 4.50 acres of single family residential as The Ramble on Summer Area B (Future Development).
5. The Uses Permitted listed on the Final Plat shall be revised to reflect Area A – Nonresidential uses allowed per the Residential Mixed Use Section of the City of Bartlett Zoning Ordinance. Area B shall delete the sentence, "Uses allowed within the single family residential district."
6. The applicant must obtain subdivision Construction Plan and Final Plan approval for Area B of the development.
7. The applicant must attach the Outline Plan with each Final Plat for every phase recording.
8. The applicant shall be present at the meetings in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser asked if the applicant is present.

David Bray, the Bray Firm, stepped forward.

Mr. Bray stated that he is in agreement with comments and conditions of staff

Jack Young made a motion to approve the Final Plan for The Ramble on Summer Area A with comments and conditions in the staff report. Don Conway seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries.

Site Plan

4. The Ramble on Summer Area A, 7157 Summer Avenue (David Bray, The Bray Firm)

INTRODUCTION: Director Taylor introduced the application for David Bray, with The Bray Firm, on behalf of the applicant Geaux Breauxs LLC, who is requesting Planning Commission approval of a Site Plan for The Ramble on Summer Residential Mixed Use Development. The subject property is located at 7157 Highway 70. The subject property has split zoning with the western 200 feet from the Highway 70 frontage within the "R-TH" Townhouse Residential Zoning District and the eastern remainder within the "RS-10" Single Family Residential Zoning District.

BACKGROUND: On September 10, 2024, the Board of Mayor and Aldermen approved a Special Use Permit to allow for the submittal of development plans for a Residential Mixed Use Development on the 10.16-acre subject property located at 7157 Highway 70. On June 1, 2026, the Planning Commission approved a Master Plan to subdivide the 10.16 acres of land into a 36-lot residential mixed use subdivision with 35 residential dwelling units, outdoor recreation area, restaurant, and bakery/retail shop. The approved phasing of the development is as follows:

	Area	Use	Acreage	Lots	Dwelling Units
Phase 1	A	Restaurant with Outdoor Recreation Area	2.54	1	-
Phase 2	A	Bakery/Retail Shop	2.54	1	-
Phase 3	B	Single Family Residential	5.08	35	35

DISCUSSION: The specific request by the applicant is for the approval of the Site Plan for The Ramble on Summer Area A Residential Mixed Use Development which is 5.53 acres. The proposed site plan for Area A includes the 6,250 square feet restaurant with a 1,675 square feet smokehouse, the outdoor recreation area with open yard seating, and the 4,800 square feet bakery/retail shop. The primary access to the development will be from the existing driveway aprons along the Highway 70 frontage. The applicant is proposing a secondary

driveway that would provide access to Yale Road. The specifics of the proposed site plan are as follows:

Site Data	
Site Area:	5.53 acres/240,886.8-square feet
Proposed Total Building Area:	27,535 square feet Restaurant – 6,250 Smokehouse – 1,675 Bakery / Retail Shop – 4,800 Outdoor Recreation Area – 14,810
Proposed Total Dwelling Units:	Future single family residential dwelling units will be located in Area B
Total Required Parking Spaces:	138 Total (5 Handicap / 1 ADA Van)
Commercial Use – 53 (1 space per 200 square feet)	
Total Proposed Parking Spaces:	157 Total 150 Regular & 7 Handicap / 3 ADA Van
Green/Open Space:	Greater than 20% (20% required overall with Residential Mixed Use)
Building Height:	One story

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Subdivision contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and jfrye@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP permit will be required and shall be submitted to TDEC and to the City of Bartlett Engineering office. Permit numbers will be recorded on each page of the erosion control plan.
4. All new utilities shall be underground.
5. Plat is required to verify location of property lines and show that full ROW dedication of 57' has been granted.

6. Any work within or affecting the Hwy 70 ROW, including existing driveway entrances, shall be submitted to TDOT for approval. A copy of the TDOT permit shall be submitted to the City of Bartlett.
7. There is an existing 8" water line on the west side Hwy 70, which must be bored under Hwy70 and may need to be looped through the new development and reconnected near the intersection of Yale and Broadway St. A fire hydrant will be required within 400' of the proposed building for Phase 1. Commercial fireflows will be required for Phase 1. In addition, a future 12" waterline will need to be installed across the entire frontage on Hwy 70. Certified as-builts will be required on the public water.
8. This project is located in the Fletcher Creek Sewer Basin. Phase 1 appears to have an existing sewer tap that can be utilized for all buildings. Phase 3 may require private sewer holding tanks.
9. There is Traffic Signal Fiber in the northern ROW of Yale Rd. Please add a note to the Site Plan and any sheet that requires demo, excavation, grading, or boring near this area stating, "There is Traffic Signal Fiber in the area, please contact the City of Bartlett Engineering Department (901-385-6499) before any construction begins."
10. Correct all markups.

Final Plat:

11. Surveyor's Certificate needs to be added.
12. Please show the stream buffer as COS and add a note stating, The Property Owners Association is responsible for maintaining all COS lots, including the stream buffer.

Demolition Plan:

13. A Demo Plan is required as well as a permit from Building and Codes for any building demo or abandonment of utilities.

Sanitary Sewer Plan:

14. Sewer Plan needs to be included.
15. Sewer lines shall be at 0.4% minimum slope.
16. Tracer wire must be installed on all sewer lines, including services.
17. If there are any existing sewer taps, please show on sewer plan and existing conditions.
18. Certified as-builts will be required on the public sewer.

Grading & Drainage Plan:

19. More details illustrating how drainage is being conveyed to outfall(s) are required.

20. Show pre/post Q25 peak flow to outfall(s).
21. Detention will be required. Developer's engineer may complete a hydraulic study to determine if there is available capacity in the regional detention basin to the east of this site.
22. FFE's are required to be at least 1.5' above the 100 year flood elevation. Please show an interpolated or estimated BFE (labeled as such) that would be the worst case for the site.
23. Certified as-builts will be required on the public drainage.

Erosion Control Plan Stage 1, Stage 2 and Stage 3:

24. The engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) that has been or will be submitted to TDEC (Tennessee Department of Conservation).
25. Prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett.
26. During construction, extra care will be needed to ensure that silt is not tracked into Hwy 70 or Yale Rd.
27. Show the Flowline and Top of Bank for the southern stream along with 30' and 60' buffers; and provide the **average buffer for the site**.
28. Please verify your 100-year flood limit.
29. Please show the TDEC classification of the receiving stream and the contributing drainage area to outfall(s).

Traffic:

30. If both existing entrances along Hwy 70 are proven to be within the Ramble property limits, the outcome of the southern entrance along Hwy 70 shall be determined by TDOT and the Bartlett Engineering staff. The northern entrance will require striping changes to allow deceleration and storage for the southbound left turn from Hwy 70 into the property. Striping changes shall be submitted to TDOT for approval and a copy of the approval shall be provided to the City of Bartlett

Planning Comments:

1. The applicant is working to purchase the adjacent vacant 9-acre property located south of the subject property for ancillary parking, enhanced landscape buffering, and a secondary driveway that provides access to Yale Road and aligns with the Yale at Santa Valley intersection. However, obtaining the vacant 9-acre property has become problematic due to underlying clean title encumbrances, so the applicant is currently attempting to work with the City of Bartlett on a driveway alignment to Yale Road that

would cut across city owned property to access Yale Road until clear title for the vacant 9-acre property can be obtained.

2. The applicant has revised the proposed gravel parking found on the Master Plan to pervious concrete pavers. Staff is in agreement with the use of pervious concrete pavers on this site.

Planning Conditions:

1. The Outline Plan shall be recorded with the Shelby County Register of Deeds.
2. The applicant shall identify the specific Landscape Plate locations on the Outline Plan and Final Plat.
3. The Final Plat shall be revised to be titled The Ramble on Summer Area A Residential Mixed Use Development.
4. The Final Plat shall identify the future 4.50 acres of single family residential as The Ramble on Summer Area B (Future Development).
5. The applicant must obtain subdivision Construction Plan and Final Plan approval for Area B of the development.
6. The applicant must attach the Outline Plan with each Final Plat for every phase recording.
7. Applicant shall add Site Plan Data Table to Site Plan to include building setbacks, building square footages, parking calculations, and green space percentage.
8. The applicant shall obtain Site Plan approval from the Design Review Commission. The Design Review Commission will evaluate the landscape proposed on the landscape plan in more detail, but staff recommends switching out the proposed Red Maple trees for Eastern Redbud trees.
9. The applicant shall be present at the meetings in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser asked if the applicant is present.

David Bray, the Bray Firm, stepped forward.

Mr. Bray stated that he is in agreement with comments and conditions of staff.

Jack Young made a motion to approve the Site Plan for The Ramble on Summer Area A with comments and conditions in the staff report. James Reid seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries.

Open Discussion

Chairman Kaiser called for further discussion. Hearing none.

Adjourned at 7:23 p.m.

Beverly Harbin

Good evening, Bartlett Planning Commissioners,

I am Beverly Harbin, and I reside at 6559 Royal Valley Cove, 38135.

I was here on Monday November 3, 2025, to express numerous concerns from the residents of King's Crossing subdivision. At that time, you approved the lot size change from RS-18 to RS-15.

Now, the building plans have been submitted to Bartlett.

I viewed those plans and many lot sizes clearly violate the RS-15 approval that you gave GBI/WH Porter Contractors. Many now appear to be RS-12, which was not the approved lot size.

The subdivision Stonecrest is directly behind my property and has smaller homes. That subdivision has a constant parade of rental homes. Long term home ownership is better for our community and Bartlett.

When that construction took place and the earth was moved, the Groundwork caused our community to be flooded with field mice, snakes, rats, moles and every creature imaginable. We bore the cost of that battle. I ask you, is it our responsibility to pay the expenses of battling these rodents Created by GBI/WH Porters Contractors? Will we be reimbursed for the Pests that are coming to our homes and property?

The City of Bartlett is named a Tree City USA community by the Arbor Day Foundation to honor its commitment to community forestry. Trees in our city help clean the air, conserve soil and water, moderate temperature and bring nature into our lives. Trees are vital.

We all already have drainage issues from the hill. With no trees on the hill the water will flood down on us. Personally, my husband & I have spent over \$40,000.00 on foundation work due to drainage issues.

We would like

1. Your RS-15 approval to be honored in the construction
2. A good tree line between our properties and new construction. The trees minimize the water drainage, prevent soil erosion, provide clean air and help to reduce the temperature in our community. We love our Trees!
3. Drainage issues to be a priority in this construction
4. We do not want Running Bird Street to be opened as a thru street. The hill to Running Bird will cause more water issues.

There are 3 proposed other openings to this subdivision.

5. Reimbursement for Pest control caused by the new construction.

July 7

My family and neighbors from Royal Valley Cove, Royal Valley Drive and Kings Forrest were present and spoke out against this new development at the Bartlett Planning Commission meeting on Monday July 6. The developer's proposal had lots that were below the approved RS-15 previous approval, more in line with a RS-12 lot size with smaller houses.

The Planning Commission passed an unfavorable recommendation.

We thank the Commissioners for hearing the voices of the citizens. We are not against growth for the City of Bartlett, but Developers' desires and money should not decide these issues. When they purchase the Guffin property they know the drawbacks to developing this property (if they didn't, they did not do due diligence) and that is on them.

The drainage issue is a very serious issue in this area and must not be taken lightly.

We suggest your engineers, like John, visit our community after a heavy rainstorm to witness first-hand the drainage issues that we face. We are not Tree huggers, but we still love the Trees that give our community beauty.

The contractors need to address the 5 issues in their plans.

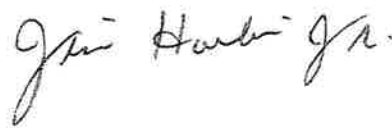
1. Proven Solutions that solve the drainage problems

2. Compensation to property owners for the rodent infestations they will cause.
3. Establishment of a Significant Tree line between the new property and the existing properties. Previous construction took down 100% of trees all the way to existing fences. This is NOT acceptable.
4. Removal of the opening of Running Bird Street from plans. There are three other openings for this property.
 - A. Old Brownsville Rd
 - B. Holster Lane
 - C. Piney River
5. The approved RS-15 to be honored fully in this construction.

Thank you for your service to the City of Bartlett


Beverly Harbin

Jim Harbin Jr.



Melissa McAfee

From: Kim Taylor
Sent: Wednesday, July 15, 2026 10:41 AM
To: Melissa McAfee
Subject: FW: [External]Concern About Proposed Residential Development on Old Brownsville Road

Melissa,

If not already included, this should be added to the neighborhood responses regarding the Guffin property (PD) for the BMA public hearing.

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



From: Justine <jmnatuplag@gmail.com>
Sent: Wednesday, July 1, 2026 6:41 PM
To: Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]Concern About Proposed Residential Development on Old Brownsville Road

WARNING

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

Dear Ms. Taylor & Team,

I am writing as a nearby resident regarding the proposed sale and residential development of the forested lot on Old Brownsville Road, between Kings Forest Drive and Ellendale Road.

I am deeply concerned about the potential loss of this wooded area, which I understand may be approximately 27 acres. Bartlett is known as “The City of Trees,” but that identity becomes harder to protect when remaining forested spaces continue to be cleared for development.

Beyond the character of the area, this forest provides real environmental value to nearby residents. As summers become hotter, mature trees and wooded land help cool surrounding neighborhoods, reduce heat by up to 10 degrees, absorb stormwater, support wildlife, and preserve the quiet, natural feel that makes this community livable.

I understand that housing is important, but I respectfully ask the City to consider alternatives that preserve as much of the tree canopy as possible. At minimum, I hope any proposal would require meaningful tree preservation, green buffers near existing homes, stormwater protections, and a plan that reflects Bartlett's identity as "The City of Trees."

Please consider the long-term impact this development would have on our neighborhood, our local environment, and the character of the city.

Thank you for your time and for considering residents' concerns.

with appreciation,

Justine Natuplag
6493 Regents Cove
Bartlett, TN 38135

W. H. PORTER CONSULTANTS, PLLC

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

Engineers, Planners, Surveyors, Consultants

June 1, 2026

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

**RE: Guffin Estates Planned Residential Development
Request for an RS-12 Planned Residential Development Overlay
Parcel: B014 00901**

Ms. Taylor,

We are pleased to submit an application for a Planned Residential Development on behalf of GBI Contractors LLC. The 21.85 acre subject property is located on the north side of Old Brownsville Road approximately 0.75 miles west of Kirby Whitten Parkway. All of the parcels located to the east, west, and north of the property are zoned RS-18 and the parcels located on the south side of Old Brownsville Road or zoned RS-15. While most of the adjacent land is zoned RS-18, the existing developments are Planned Developments which allowed for smaller lots than permitted in the zoning district. Both Stone Crest Planned Development and Kings Crossing Planned Development contain numerous lots that are comprised of less than 15,000 square feet. The subject property was rezoned from RS-18 to RS-15 on January 13, 2026 by the City of Bartlett Board of Alderman.

The development team is requesting the favorable recommendation from the Planning Commission and the subsequent approval from the Board of Mayor and Alderman for a Planned Residential Development allowing for the subdivision of 21.85 acres of land into 54 single-family lots. The proposed development will contain lots ranging in size from 8,125 square feet to 23,073, no lot will be smaller than 9,000 square feet around the perimeter of the property. The density for the development will be 2.47 units per acre which is allowed within the requested RS-12 Zoning District Overlay. There will be 3 common open space lots on the development (5.77 acres or 26.40% of the site) which will be used for stormwater detention, a natural greenway, mail kiosk, and a fence plate facing Old Brownsville Road. The proposed development is designed to produce an environment of stable and desirable character that will be in harmony with the surrounding developments.

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

Sincerely,



Tim Dagastino
Land Planner/Designer

Planning Commission Planned Development Checklist

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

- X Plot plan, drawn at a scale no smaller than 1" = 100', showing the following information for each parcel (several parcels may be included on one sheet):
 - X Name and location of planned development, name of owner and designer, date, north point, and scale.
 - X Location of existing and platted property lines, streets, buildings, water courses, railroads, sewers, bridges, culverts, drain pipes, water mains, easements, and the present zoning classification of the site and adjoining land.
 - X Proposed street names and the location and dimensions of proposed streets, drives, alleys, easements, parking areas, parks and other open space, reservations, lot lines, and building setback lines.
 - X A drainage plan showing the existing and proposed drainage with contour intervals at not less than two feet. Also, provide flood hazard details when applicable.
 - X All dimensions and acreage to the nearest tenth, building locations, number of dwelling units, landscape plans, and other information as may be required by the Planning Commission.
 - X Requested uses, including purpose (attach statement, one page maximum).

- X Buffer planting areas.
- A tree survey by a certified arborist is required if there are trees larger than 6" in diameter on the site.
- X A tree protection plan that is signed by a surveyor and arborist showing trees to be removed and saved is required.
- X Erosion control plan.
- X Location of sewer and water services and water meter sizes.
- X Legal description (may be attached to plot plan).
- X One (1) 8 1/2" x 11" transparency of the plot plan, for use with an overhead projector.

Vicinity Map

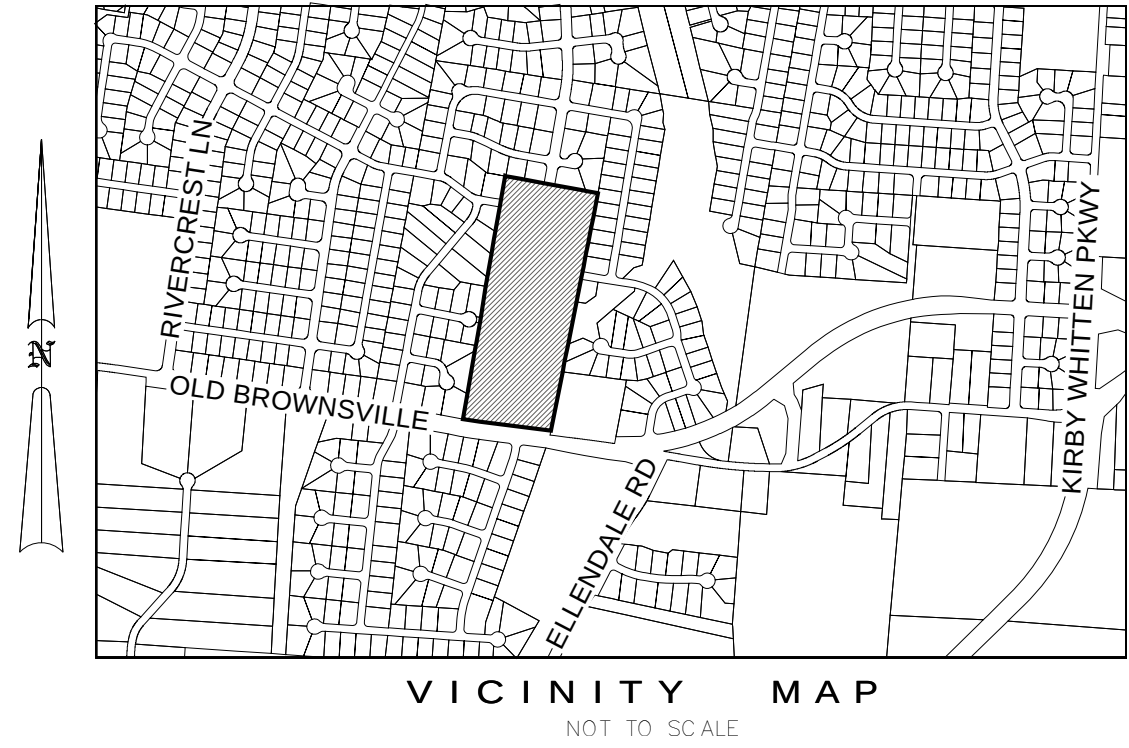
- X Vicinity map, drawn to a convenient scale, showing the subject property and all parcels within a 1,000-foot radius. Every parcel shall indicate owner's name and the streets, roads or alleys that each parcel fronts upon.
- X One (1) PDF file of the vicinity map, for display at the Planning Commission meeting.

Property Owners

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

Include a fee with this application (payable to the City of Bartlett) of \$1,000 for five (5) acres or less, plus \$30 per additional acre to a maximum of \$2,000. The fee is not refundable. Amendment fee is \$300 plus \$30 per additional acre over five to a maximum of \$2,000.

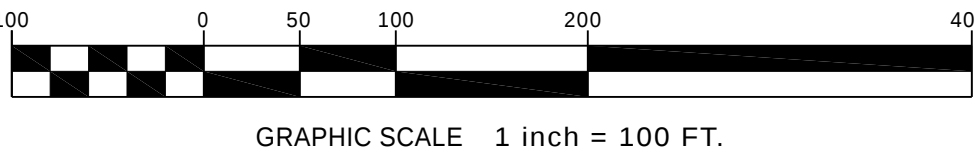
INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED



LEGAL DESCRIPTION:
DESCRIPTION OF A TRACT OF LAND OWNED BY 302 DEVCO LLC AS RECORDER IN THE SHELBY COUNTY REGISTER OF DEEDS OFFICE (SCRO) INSTRUMENT NUMBER 26040752 AND BEING DESCRIBED MORE PRECISELY AS FOLLOWS:

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

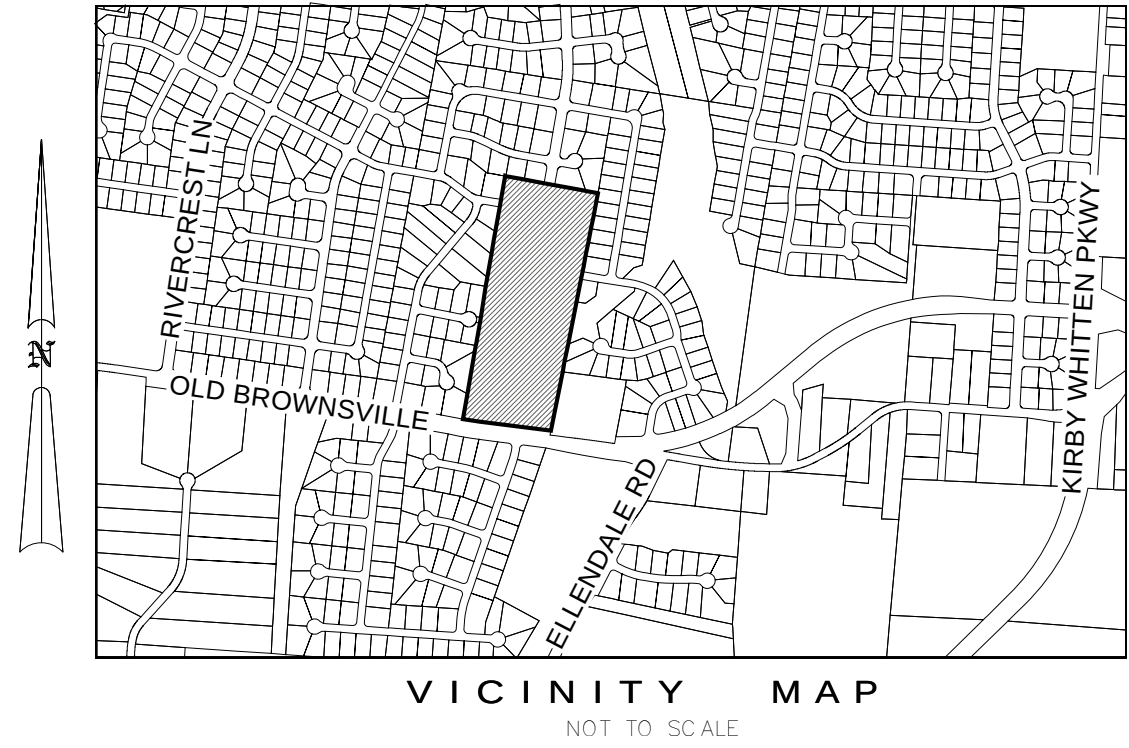
CONTAINING 21.85 ACRES, MORE OR LESS



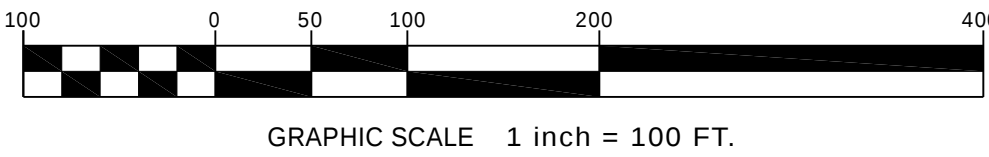
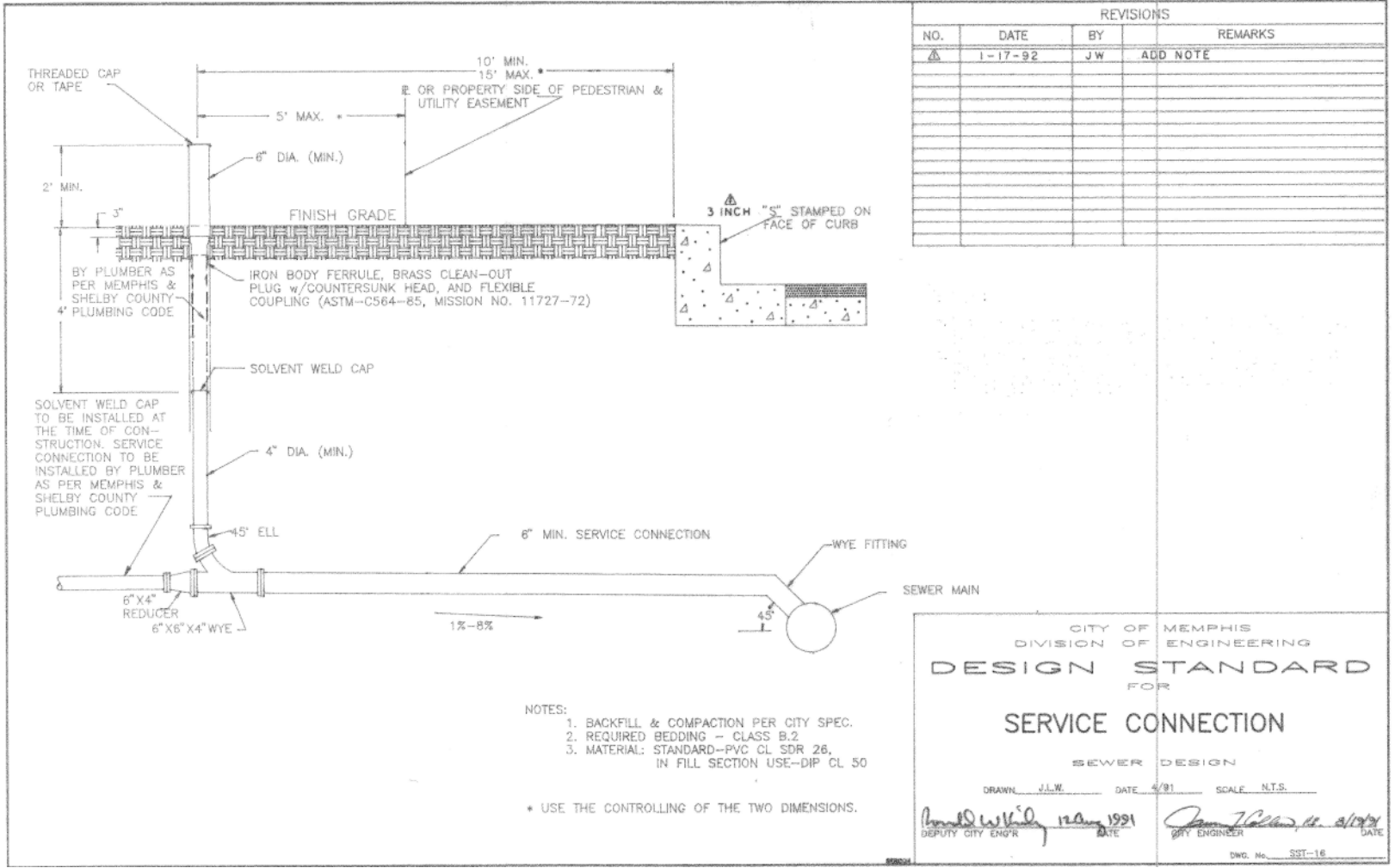
PROPERTY OWNER:
302 DEVCO LLC
7990 TRINITY RD. STE. 115
CORDOVA, TN 38018

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

BOUNDARY PLOT PLAN		
GUFFIN ESTATES		
ZONING: RS-15 "SINGLE-FAMILY RESIDENTIAL" (REQUESTING RS-12 PLANNED DEVELOPMENT OVERLAY)		
BARTLETT, SHELBY COUNTY, TENNESSEE		DEED: INSTRUMENT NO. 19106818
NUMBER OF LOTS: 54	ACREAGE: 21.85 Acres	PARCEL ID NUMBER: B014 00901
APPLICANT: GBI CONTRACTORS 110 CAMPGROUND ROAD REDBANKS, MS 38661		ENGINEER: W.H. PORTER CONSULTANTS, PLLC 6055 PRIMACY PARKWAY SUITE 115 MEMPHIS TN 38119
100-YEAR FLOOD ELEV: N/A	FEMA MAP PANEL : 47157C0190C	FEMA MAP DATE: FEBRUARY 6, 2013
DATE: JUNE 1, 2026	SCALE: 1" = 100'	SHEET 1 OF 6



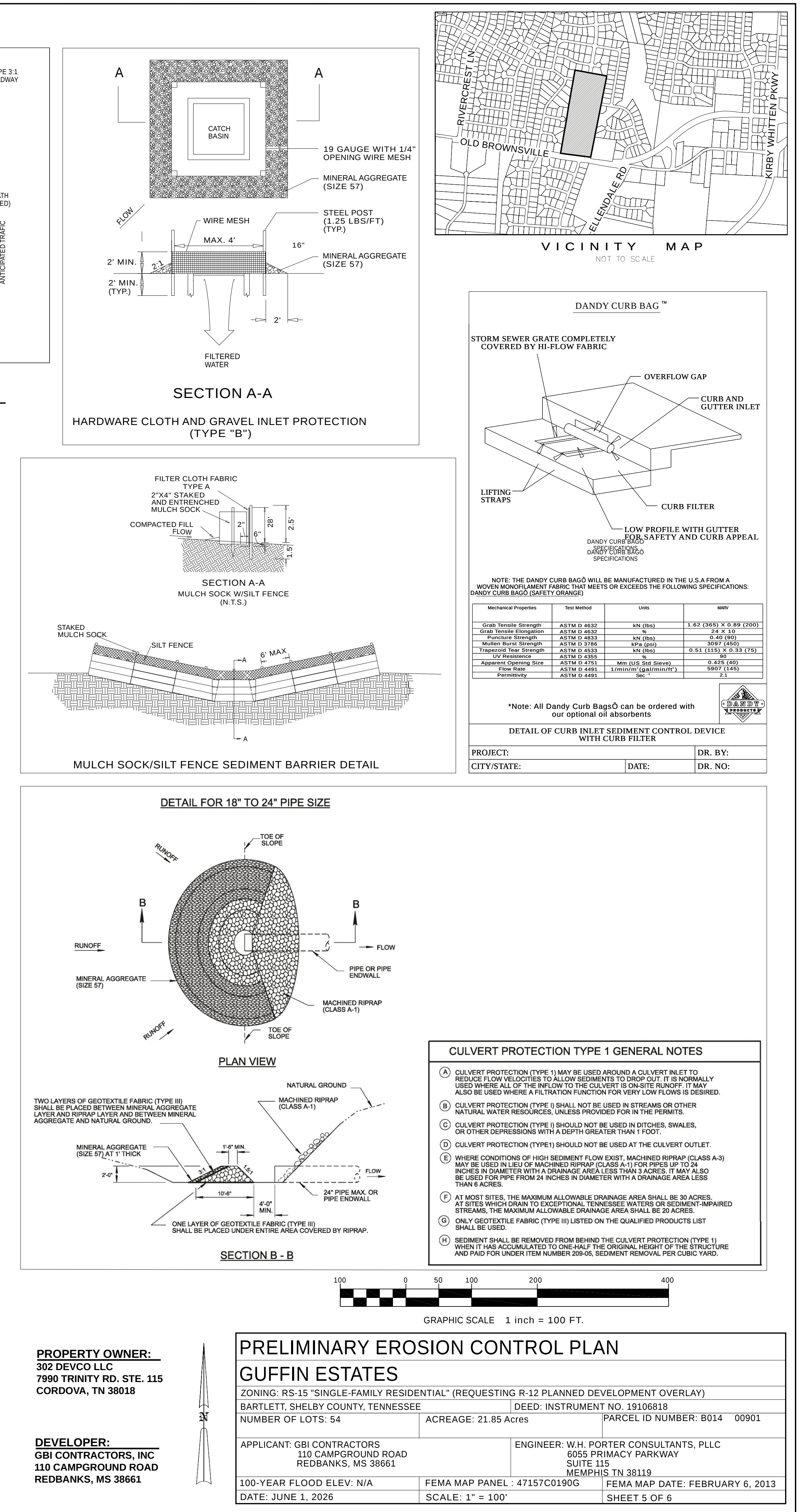
- SEWER NOTES:**
1. LOCATION OF EXISTING UNDERGROUND UTILITIES ARE UNDERGROUND UTILITIES ARE APPROXIMATE AND ARE NOT ALL OF SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY COMPANIES TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES AND/OR UNDERGROUND STRUCTURES PRIOR TO THE INITIATION OF ANY ANY CONSTRUCTION. CONTRACTOR SHALL ALSO ASSUME FULL RESPONSIBILITY FOR DAMAGE TO ANY UTILITY ENCOUNTERED WITHIN THE CONSTRUCTION PERIMETERS. FOR SITE LOCATION OF EXISTING UTILITIES INVOLVING ML&W, SOUTH CENTRAL BELL, AND/OR TEXAS GAS COMPANY PLEASE CALL 1-800-351-1111, FOR SEWER SERVICE LOCATE CALL 901-636-8025.
 2. CONTRACTOR SHALL ENSURE UNINTERRUPTED SEWER SERVICE ON EXISTING SEWER SERVICE AND SERVICE CONNECTIONS BY PROVIDING AMPLE TEMPORARY WASTEWATER PUMPING AND/OR BYPASSING.
 3. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES.
 4. CONTRACTOR SHALL NOTIFY THE CITY OF MEMPHIS CONSTRUCTION INSPECTION OFFICE AT 636-2462 A MINIMUM OF 24 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION.
 5. ALL AREAS IN CUT OR FILL WHERE VEGETATION HAS BEEN REMOVED SHALL BE SEEDED, MULCHED, FERTILIZED, AND/OR SODDED AS REQUIRED TO PREVENT EROSION.
 6. CONTRACTOR SHALL VERIFY EXISTING DATA AND REPORT ANY SIGNIFICANT DISCREPANCIES TO THE ENGINEER.
 7. ALL SANITARY SEWER TO BE CONSTRUCTED AS PER CITY OF MEMPHIS STANDARD CONSTRUCTION SPECIFICATIONS. SANITARY SEWER CONNECTIONS TO BE INSTALLED AS PER CITY OF MEMPHIS STANDARD SST-16.
 8. ALL SEWER MANHOLE LIDS ON OPEN AREA ARE TO BE CONSTRUCTED 1.5' ABOVE PROPOSED GRADE. IN BACKYARDS MANHOLE LIDS ARE TO BE 1.5' ABOVE INITIAL GRADE, 0.5' ABOVE FINAL GRADE.
 9. ALL SANITARY SEWER, INCLUDING SERVICE CONNECTIONS, WHICH HAS LESS THAN 1.5' CLEARANCE (OUTSIDE OF PIPE) WITH DRAINAGE OR IN FILL AREAS SHALL BE CLASS 50 D.I.P. OR CONCRETE ENCASED, 10' BOTH SIDES OF CROSSING. ALL DUCTILE IRON PIPE SHALL BE POLYETHYLENE LINED OR SHALL BE TREATED WITH PROTECTED 4CL OR APPROVED EQUIVALENT.
 10. THE CITY OF MEMPHIS SHALL HAVE INGRESS/EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTENANCE OF ALL PUBLIC SEWER LINES AND SHALL BE NOT RESPONSIBLE FOR THE MAINTENANCE OF SAID PRIVATE DRIVES AND YARDS.
 11. NO TREES, SHRUBS, PERMANENT STRUCTURE OR OTHER UTILITIES (EXCEPT FOR CROSSINGS) WILL BE ALLOWED WITHIN SANITARY SEWER EASEMENTS.
 12. NO OTHER UTILITIES OR SERVICES MAY OCCUPY SANITARY SEWER EASEMENTS IN PRIVATE DRIVES AND YARDS EXCEPT FOR CROSSING.
 13. ALL SANITARY SEWER MANHOLES IN REVERSE CROWN STREETS, ALLEYS, OR DRIVES (PUBLIC OR PRIVATE) SHALL BE PROVIDED WITH GASKETS AND PLUGS FOR 'PICK HOLES' TO PREVENT DRAINAGE INFLOW INTO SEWER SYSTEM.

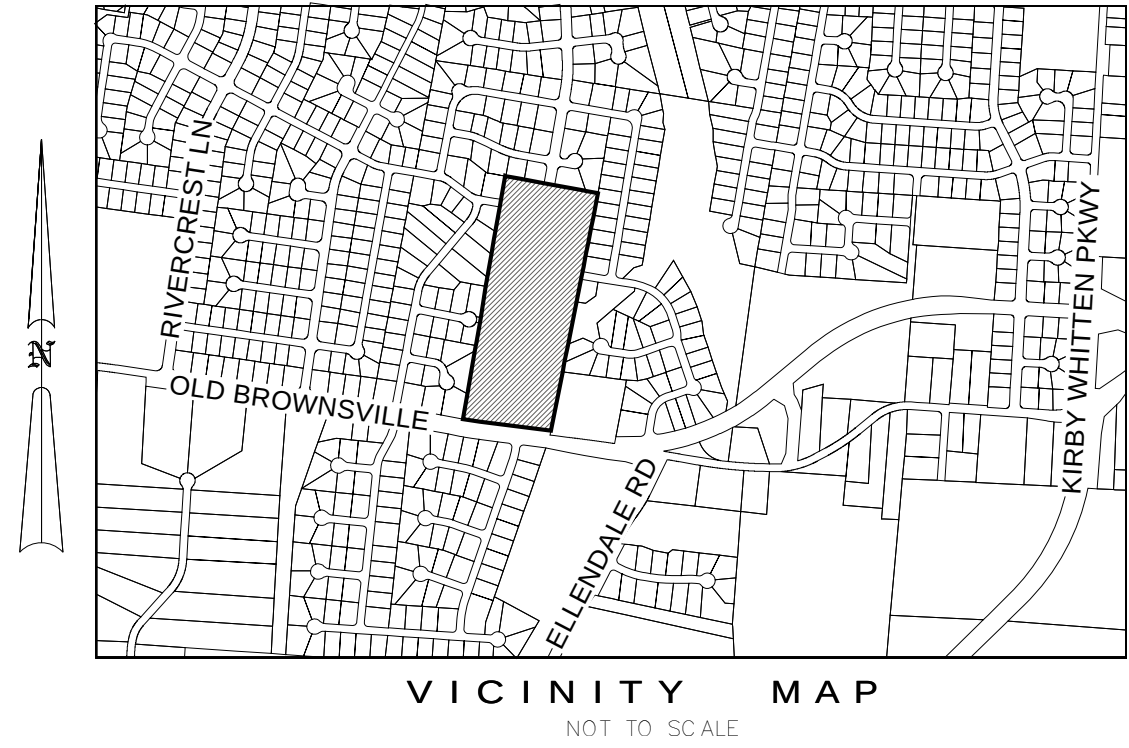
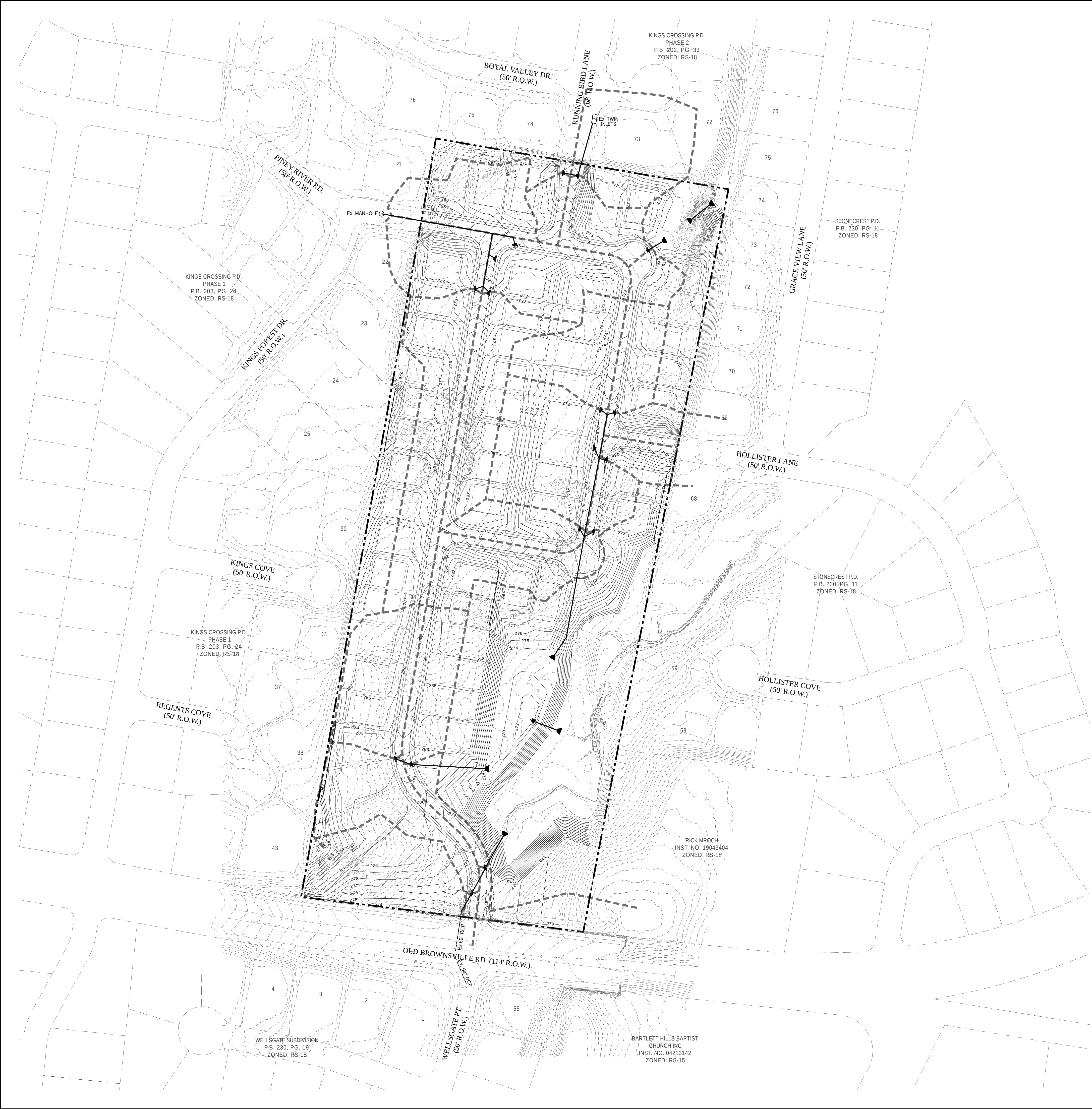


PRELIMINARY SANITARY SEWER PLAN		
GUFFIN ESTATES		
ZONING: RS-15 "SINGLE-FAMILY RESIDENTIAL" (REQUESTING R-12 PLANNED DEVELOPMENT OVERLAY)		
BARTLETT, SHELBY COUNTY, TENNESSEE		DEED: INSTRUMENT NO. 19106818
NUMBER OF LOTS: 54	ACREAGE: 21.85 Acres	PARCEL ID NUMBER: B014 00901
APPLICANT: GBI CONTRACTORS 110 CAMPGROUND ROAD REDBANKS, MS 38661		ENGINEER: W.H. PORTER CONSULTANTS, PLLC 6055 PRIMACY PARKWAY SUITE 115 MEMPHIS TN 38119
100-YEAR FLOOD ELEV: N/A	FEMA MAP PANEL : 47157C0190C	FEMA MAP DATE: FEBRUARY 6, 2013
DATE: JUNE 1, 2026	SCALE: 1" = 100'	SHEET 3 OF 6

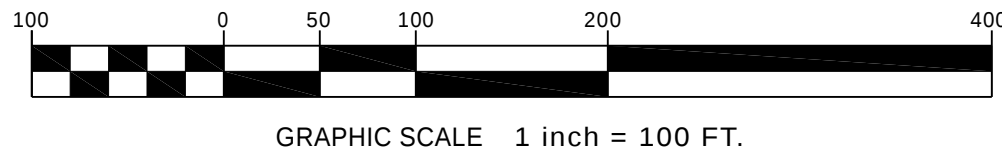
PROPERTY OWNER:
302 DEVCO LLC
7990 TRINITY RD. STE. 115
CORDOVA, TN 38018

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





- NOTES:**
1. THIS PROPERTY IS NOT LOCATED IN THE 100-YEAR FLOOD PLAIN PER FEMA MAP NO. 47157C 0190G, EFFECTIVE DATE FEBRUARY 6, 2013
 2. IF SETTLEMENT OCCURS ALONG ANY OF THE PUBLIC EASEMENTS WITHIN THE PRIVATE PROPERTY, THE OWNER SHALL BE RESPONSIBLE FOR ALL REPAIRS. IN THE EVENT THAT "PUBLIC WORKS" HAS TO EXCAVATE TO REPAIR A LEAK IN A PUBLIC LINE, "PUBLIC WORKS" SHALL BE RESPONSIBLE FOR EXCAVATING, BACKFILLING, COMPACTION AND BRINGING THE AFFECTED AREA UP TO GRADE WITH APPROPRIATE SUB-BASE MATERIAL. BUT THE OWNER SHALL BE RESPONSIBLE FOR ALL FINISH WORK INCLUDING BUT NOT LIMITED TO ASPHALT, CONCRETE, AND LANDSCAPING.
 3. DRIVEWAYS AND OTHER PERMANENT STRUCTURES/IMPROVEMENTS SHALL NOT BE PLACED IN SEWER, WATER, OR DRAINAGE EASEMENTS OR OVER SEWER AND WATER SERVICE LOCATED ON PRIVATE PROPERTY.
 4. THE CITY SHALL HAVE INGRESSES/EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC UTILITIES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID DRIVES AND YARDS.
 5. ALL NEW UTILITIES SHALL BE UNDERGROUND.



PROPERTY OWNER:
302 DEVCO LLC
7990 TRINITY RD. STE. 115
CORDOVA, TN 38018

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

PRELIMINARY GRADING AND DRAINAGE PLAN		
GUFFIN ESTATES		
ZONING: RS-15 "SINGLE-FAMILY RESIDENTIAL" (REQUESTING R-12 PLANNED DEVELOPMENT OVERLAY)		
BARTLETT, SHELBY COUNTY, TENNESSEE		DEED: INSTRUMENT NO. 19106818
NUMBER OF LOTS: 54	ACREAGE: 21.85 Acres	PARCEL ID NUMBER: B014 00901
APPLICANT: GBI CONTRACTORS 110 CAMPGROUND ROAD REDBANKS, MS 38661		ENGINEER: W.H. PORTER CONSULTANTS, PLLC 6055 PRIMACY PARKWAY SUITE 115 MEMPHIS TN 38119
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DATE: JUNE 1, 2026	SCALE: 1" = 100'	SHEET 4 OF 6



VICINITY MAP
NOT TO SCALE

NOTES:

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5. ALL NEW UTILITIES SHALL BE UNDERGROUND.

Chart 2 Bulk Regulations and Permitted Residential Densities
(City of Bartlett Zoning Ordinance)

	Proposed RS-12 PD Overlay	Existing RS-15 Zoning District
Minimum Lot Requirements		
Area (square feet)	8,125	15,000
Width (feet)	65	100
Minimum Yard Requirements		
Front (feet)	30	40
Side (feet)	5	10
Rear (feet)	20	30
Maximum Requirements		
Height (feet)	35	35
Units Per Acre	3.0	2.5
(%) Lot Coverage	30	25

REQUIRED SIDEWALKS

Street Name	S/W Width	Side	Location From Curbline
Hollister Lane	5 FT.	Both	4.5' Grass Strip
Running Bird Lane	5 FT.	Both	4.5' Grass Strip
Piney River Road	5 FT.	Both	4.5' Grass Strip
Wellsgate Point	5 FT.	Both	4.5' Grass Strip
Old Brownsville Road	8 FT.	North	7.0' Grass Strip

The required sidewalks shall be installed across the frontage of each lot by the building permit holder prior to use and occupancy of the building with the following exception. Existing sidewalks shall be repaired as necessary by the building permit holder across the lot frontage prior to occupancy of the building.

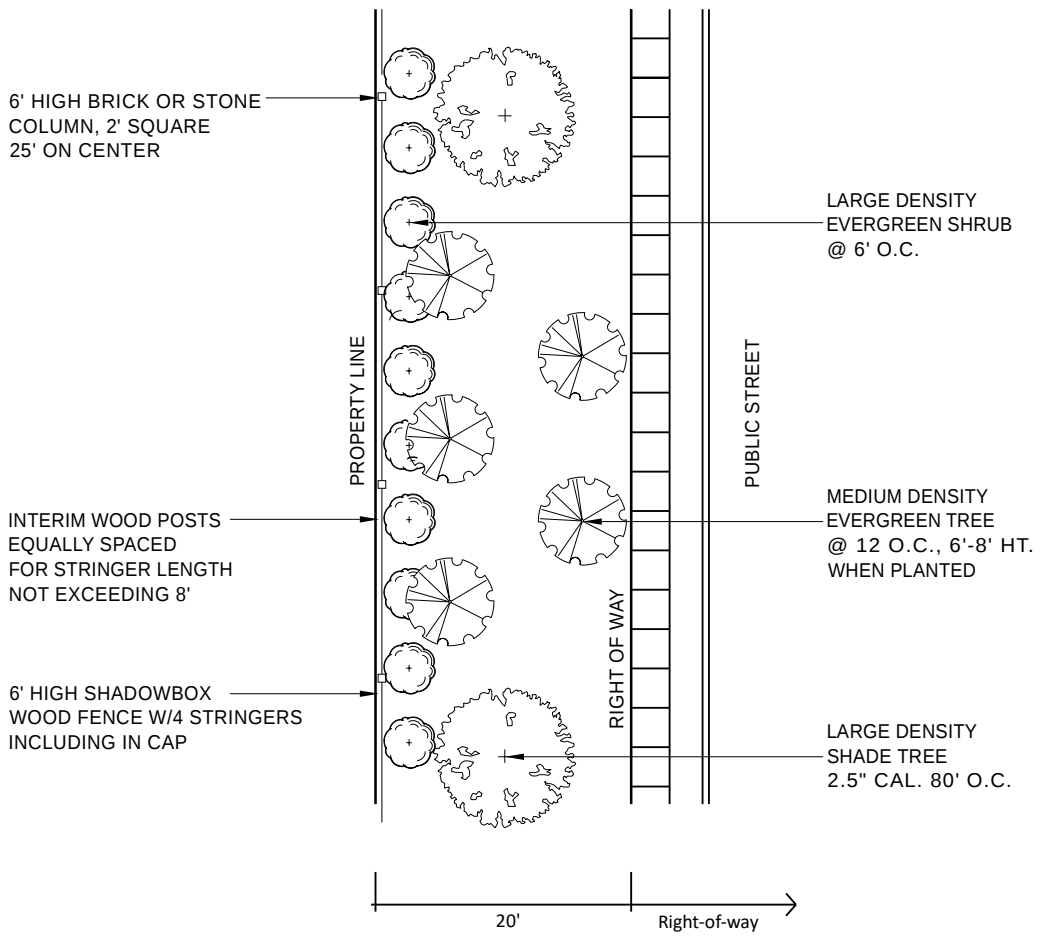


Plate 19C Fence for Double-Frontage Lot
with Maintenance by Homeowners Association
(Located on Old Brownsville Road)



PROPERTY OWNER:
302 DEVCO LLC
7990 TRINITY RD. STE. 115
CORDOVA, TN 38018

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



PRELIMINARY PLAT
GUFFIN ESTATES

ZONING: RS-15 "SINGLE-FAMILY RESIDENTIAL" (REQUESTING RS-12 PLANNED DEVELOPMENT OVERLAY)

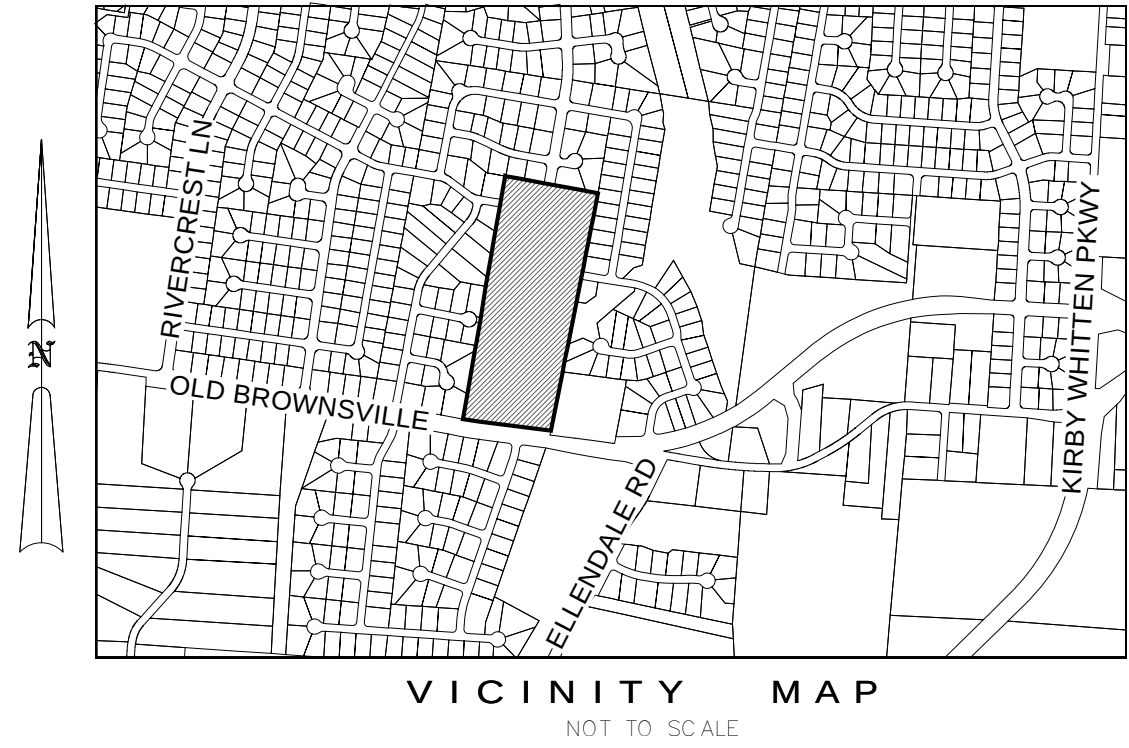
BARTLETT, SHELBY COUNTY, TENNESSEE DEED: INSTRUMENT NO. 19106818

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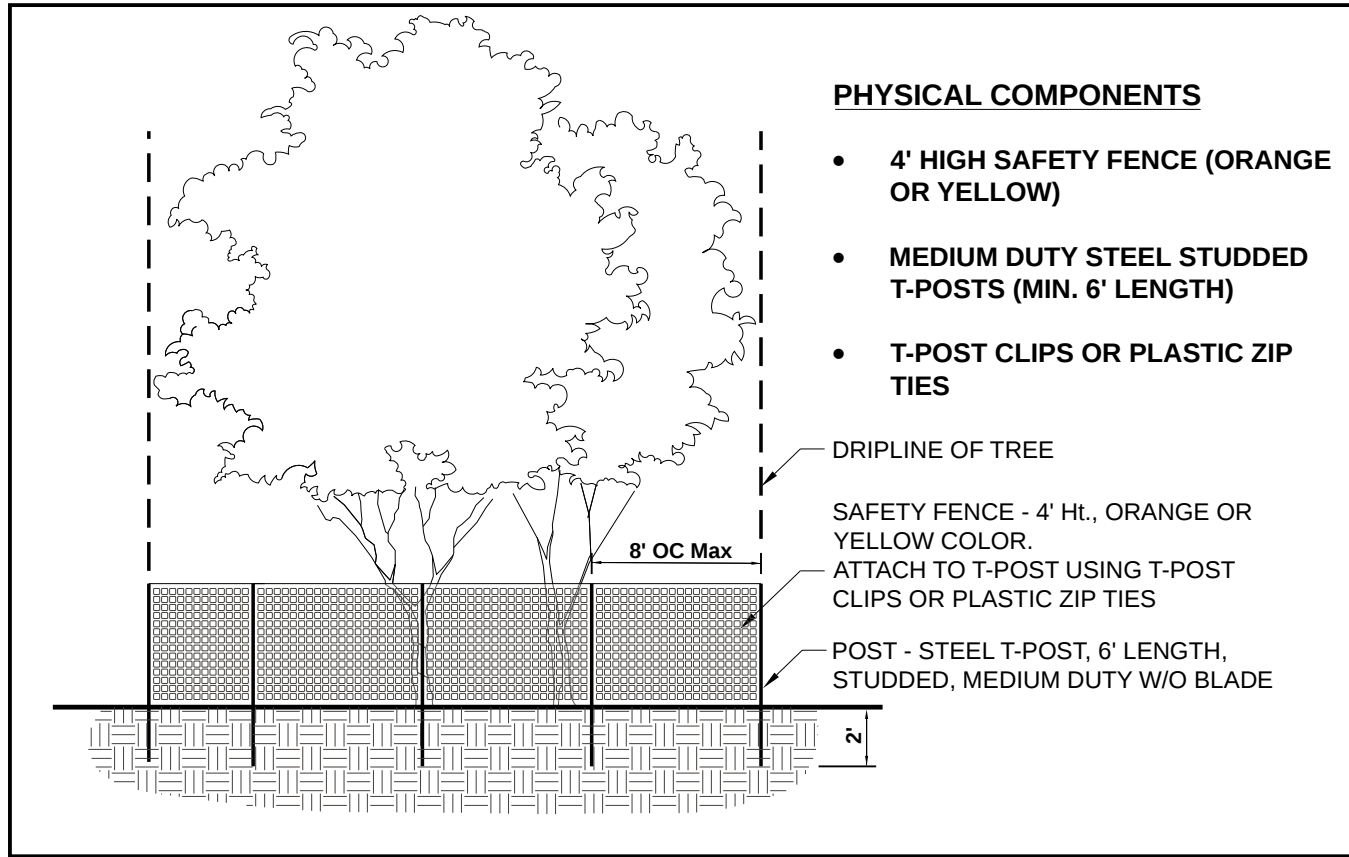
APPLICANT: GBI CONTRACTORS
110 CAMPGROUND ROAD
REDBANKS, MS 38661

ENGINEER: W.H. PORTER CONSULTANTS, PLLC
6055 PRIMACY PARKWAY
SUITE 115
MEMPHIS TN 38119

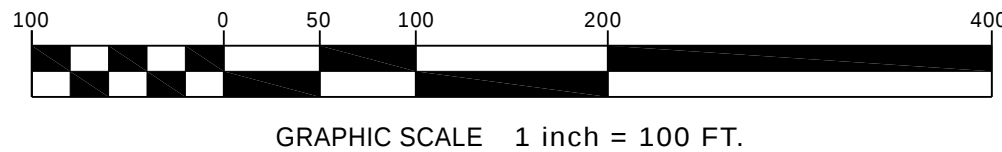
100-YEAR FLOOD ELEV: N/A FEMA MAP PANEL : 47157C0190G FEMA MAP DATE: FEBRUARY 6, 2013
DATE: JUNE 1, 2026 SCALE: 1" = 100' SHEET 2 OF 6



- TREE PROTECTION NOTES:**
1. NO CONSTRUCTION ACTIVITY OF ANY KIND MAY COMMENCE UNTIL PROTECTIVE FENCING HAS BEEN PLACED AROUND AREAS TO BE PRESERVED.
 2. NO HEAVY EQUIPMENT SHALL BE ALLOWED WITHIN CONFINES OF PROTECTIVE FENCING (NO STAGING, PARKING STORAGE, DUMPING OR CLEANOUT SHALL BE ALLOWED WITHIN THE TREE PROTECTIVE ZONE). ALL WORK WITHIN AREAS OF THE TREES TO BE PRESERVED SHALL BE DUE ONLY AFTER NOTICE HAS BEEN PROVIDED TO THE BARTLETT CONSTRUCTION INSPECTION OFFICE.



TREE PROTECTION DETAIL



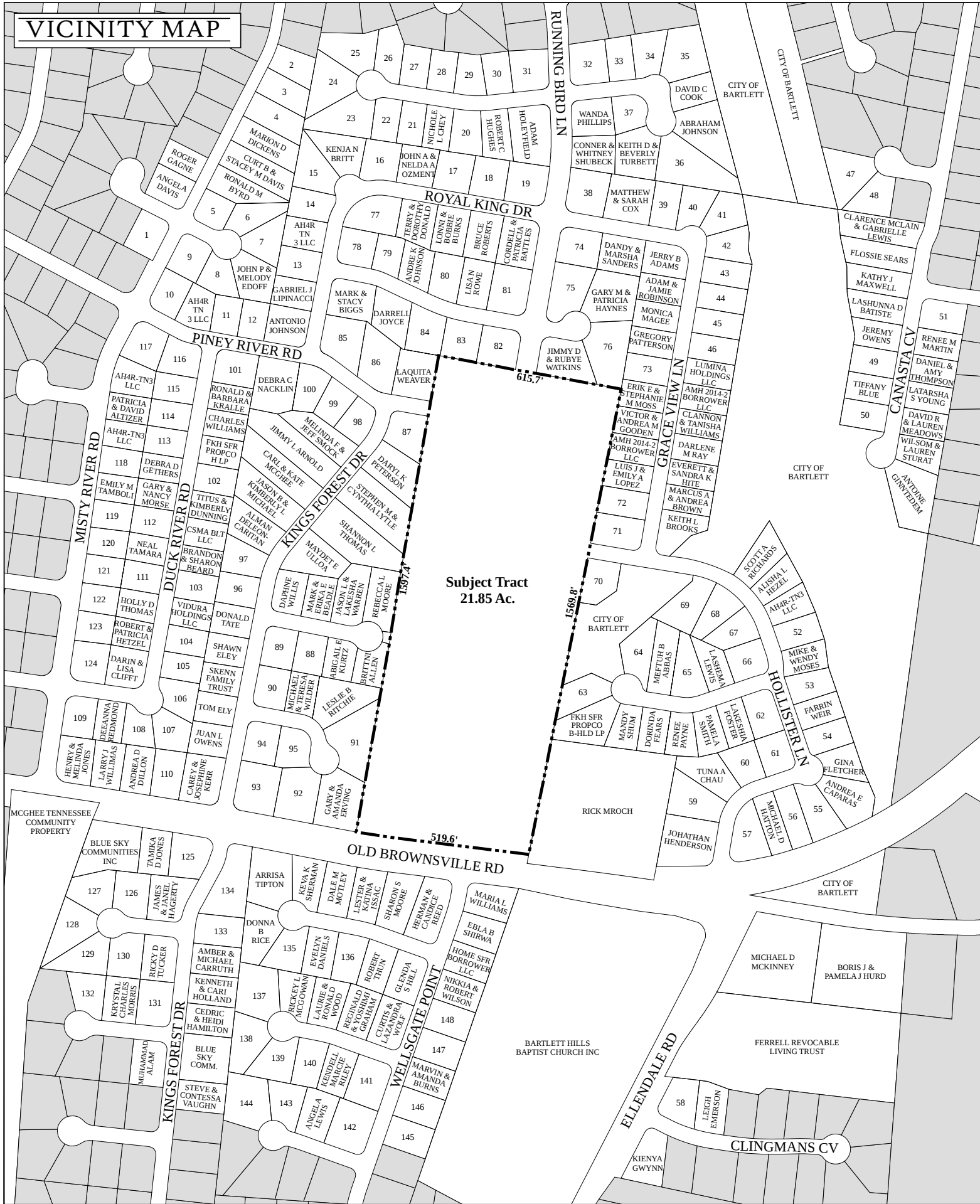
PROPERTY OWNER:
302 DEVCO LLC
7990 TRINITY RD. STE. 115
CORDOVA, TN 38018

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

PRELIMINARY TREE PROTECTION PLAN
GUFFIN ESTATES

ZONING: RS-15 "SINGLE-FAMILY RESIDENTIAL" (REQUESTING R-12 PLANNED DEVELOPMENT OVERLAY)		
BARTLETT, SHELBY COUNTY, TENNESSEE		DEED: INSTRUMENT NO. 19106818
NUMBER OF LOTS: 54	ACREAGE: 21.85 Acres	PARCEL ID NUMBER: B014 00901
APPLICANT: GBI CONTRACTORS 110 CAMPGROUND ROAD REDBANKS, MS 38661		ENGINEER: W.H. PORTER CONSULTANTS, PLLC 6055 PRIMACY PARKWAY SUITE 115 MEMPHIS TN 38119
100-YEAR FLOOD ELEV: N/A	FEMA MAP PANEL : 47157C0190C	FEMA MAP DATE: FEBRUARY 6, 2013
DATE: JUNE 1, 2026	SCALE: 1" = 100'	SHEET 6 OF 6

VICINITY MAP



Subject Tract
21.85 Ac.

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

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

<u>Lot#</u>	<u>Owner</u>
1.	JEFF S & NORMINIA HALLIBUTON
2.	RICHARD S & BETH TOWNLEY
3.	SCOTT K & ANDREA N VALLIER
4.	ANDREA N & CASSAND W DODSON
5.	ELIZABETH JOHNSON
6.	ANGELITA T & ISAGANI A MABILIN
7.	MICAH J & KIMBERLY SANDERSON
8.	PR BORROWER 26 LLC
9.	CHARLES D & REBECCA L MITCHELL
10.	MIKE A & BARBARA L FAULKNER
11.	GARY G MURPHY REVOCABLE TRUST
12.	ANTOINETTE MOORE
13.	ANTHONY BRAMLETT
14.	ERNEST C & SANDRA A KEEFER
15.	ABDULMAJID A ALMEZJAI & SARAH HEZAM
16.	BENNIE F & ESTELLA LEFLORE
17.	MELISSA & RICHARD SCHEIDERER
18.	SYLAS SPRADLEY AND KYLEA PETERS AND TYLER SPRADLEY
19.	ALEXANDER RECVOABLE LIVING TRUST
20.	RICHARD J & BEVERLY G PEYTON
21.	PORSCHE R MATTHEWS
22.	WARD O & PAMELA H LINDSEY
23.	CHASITY HENDERSON & MAURICE WOOTEN
24.	REUBEN NGANGA & MARTHA KARUNDA REVOCABLE LIVING TRUST
25.	DAXSHA D & SANJAY K VERMA
26.	COOPER WASH REVOCABLE TRUST
27.	RICKY L & GRETA L SPENCER
28.	SHANNON SIMS & CANDICE HAMPTON-SIMMS
29.	TONY C & SUZANNE R QUARLES
30.	HOWARD S & CATHY CARNEY
31.	HERMAN G & JANE D HARRISON
32.	DAVID L & KIMBERLY M ALLEN
33.	ANTON D & TERRIYANA E HILL
34.	VINCENT C & CATINA A JENNINGS
35.	ALLEN D & LISA C BEYERSDORF
36.	CHARLES O & OLATUNBOSUN ADADEVOH
37.	BRUCE T & SANDRA E JOHNSON
38.	DAVID M FERET & LESLIE D WILLINS
39.	CAROL T OWEN & ROBIN G FLEMING
40.	ANTHONY D HILLARD
41.	CHARLOTTE BENTON & JONNAIR HOLMES
42.	LARRY L & ROBBIE IRWIN
43.	CHRISTOPHER MORROW & JAMES E FIELDS
44.	GEORGE CUNNINGHAM & NAKISA A BANKS
45.	AUDREY HILL & PHYLLIS S FERGUSON
46.	LINGLING WANG & SHENGLI HAO
47.	NORMAN R & CONNIE G GOBBLE REVOCABLE LIVING TRUST
48.	KENNETH M & SHIRLEY S LUSE
49.	JERIMIAH & CARLOTTA WOODS
50.	GEORGE H & STEPHANIE D PETERSON
51.	BENJAMIN & DONNA M GILLIAIM

<u>Lot#</u>	<u>Owner</u>
52.	MARCUS J & MARQUITA S JOHNSON
53.	KENYUN T GLOVER & TIVIA HAYES GLOVER
54.	GERAK M & SHANNON R GUYOT
55.	TOMMY L & GENETTA BADI
56.	JOEL M & KRISTY L KATZ
57.	RANDY C & DEBORAH M TAYLOR
58.	HORACIO G DOMINGUEZ & NORMA A GUERRERO
59.	GENISE WATSON & PACINO REED-BRYANT
60.	RS RENTAL III-A LLC
61.	MELVIN & YOLANDER R MADISON
62.	STEPHANIE D BLACKLEY & MICHAEL J NURSE
63.	PATRICK WILLIS & TARSHA JONES-WILLIS
64.	FHK SFR PROPCO I LP
65.	BRYAN & TAMEIKA A CHALMERS
66.	SIMPSON FAMILY TRUST
67.	TONY M & TERRI W DEBERRY
68.	DAISY VONGPHRACHANH
69.	KATIE & FRANK SMITH
70.	FABIAN REYES-AREIAGA & CARMAN REYES
71.	GREGORIO & SHARON ACANG
72.	AMH 2014-2 BORROWER LLC
73.	BENJAMIN I & JENNIFER L JOHNSON
74.	STEPHANIE D WATKINS REVOCABLE LIVING TRUST
75.	SANDRA SCOTT & JONATHAN O GRAVES
76.	JIM A & BEVERLY A HARBIN
77.	THEODORE A & REGINA V PERRY
78.	REGINALD R & DANA M PRIDE
79.	SHARY JAVIER
80.	ZACHARY B & MEGHAN M ULLRICH
81.	MICHAEL P & SHARON A PUTT
82.	MATTHEW & DOMINICA HARRIS
83.	BILLY & MELINDA HENSON LIVING TRUST
84.	ROBERT T DODSON & MORGAN BERRY
85.	QUEEN TAYLOR & EUDORA THOMPSON
86.	ANDREW & HELEN J CHAVERS
87.	THOMAS & MEGAN TURNER
88.	AH4R TN PROPERTIES TWO LLC
89.	CADARRIUS & BREYA W MCGLOWN
90.	JOSEPH M FERDINAND & ROBIN E STEVENS-FERDINAND
91.	REBECCA CUNNINGHAM
92.	MARCELO P NATUPLAG & EVELYN M MASPIIL
93.	ESMERALDA ARELLANO & HUMBERTO VELAZQUEZ
94.	SHERWANDA S JAMESON
95.	THOMAS M & PATRICIA W BURNS
96.	FLOYD L & CANDACE S COVEY
97.	DALE S THOMPSON
98.	DORETHEA OGARRO
99.	TIMOTHY A & SHELIA K WHALEY
100.	SHARON & TRENNIS SWIMS
101.	CHARLES R & PATRICIA A CONNELL

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

RICK MROCH
1062 NEW YORK ST
MEMPHIS, TN 38104

JONATHAN S HENDERSON
4789 E ELLENDAL RD
BARTLETT, TN 38135

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

TUAN A CHAU
4807 ELLENDALE RD
BARTLETT, TN 38135

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

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

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

LAKESHIA FOSTER
6607 HOLLISTER CV
BARTLETT, TN 38135

PAMELA SMITH
6601 HOLLISTER CV
BARTLETT, TN 38135

RENEE W PAYNE
6595 HOLLISTER CV
BARTLETT, TN 38135

DORINDA M FEARS
6589 HOLLISTER CV
BARTLETT, TN 38135

MANDY SHUM
6577 HOLLISTER CV
BARTLETT, TN 38135

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

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

CITY OF BARTLETT
6400 STAGE RD
MEMPHIS, TN 38134

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

MEFTUH B ABBAS
6586 HOLLISTER CV
BARTLETT, TN 38135

BRYAN & TAMEIKA CHALMERS
6596 HOLLISTER CV
BARTLETT, TN 38135

LASHEMA LEWIS
6609 HOLLISTER CV
BARTLETT, TN 38135

SIMPSON FAMILY TRUST
6616 HOLLISTER CV
BARTLETT, TN 38135

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

DAISY VONGPHRACHANH
6611 HOLLISTER LN
BARTLETT, TN 38135

KATIE & FRANK SMITH
6595 HOLLISTER LN
BARTLETT, TN 38135

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

SCOTT A RICHARDS
6610 HOLLISTER LN
BARTLETT, TN 38135

ALISHA L HEZEL
6616 HOLLISTER LN
BARTLETT, TN 38135

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

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

MIKE & WENDY MOSES
6630 HOLLISTER LN
BARTLETT, TN 38135

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

FARRIN WEIR
6640 HOLLISTER LN
BARTLETT, TN 38135

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

GINA FLETCHER
6650 HOLLISTER LN
BARTLETT, TN 38135

ANDREA E CAPARAS
4824 ELLENDALE RD
BARTLETT, TN 38135

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

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

MICHAEL D HATTON
4810 ELLENDALE RD
BARTLETT, TN 38135

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

FERRELL REVOCABLE LIVING TRUST
4722 ELLENDALE RD
BARTLETT, TN 38135

CITY OF BARTLETT
6400 STAGE RD
BARTLETT, TN 38135

MICHAEL D MCKINNEY
8893 VALLEY CREEK DR
ARLINGTON, TN 38002

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

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

KIENYA GWYNN
6593 CLINGMANS CV
BARTLETT, TN 38135

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

LEIGH A EMERSON
6612 CLINGMANS CV
BARTLETT, TN 38135

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

BLUE SKY COMMUNITIES INC
177 CRESENT DR
COLLIERVILLE, TN 38017

TAMIKA D JONES
6423 OLD BROWNSVILLE RD
MEMPHIS, TN 38125

MUHAMMED HOSSIAN
6429 OLD BROWNSVILLE RD
BARTLETT, TN 38135

JAMES & JANEL HAGERTY
6424 SALLOWS CV
BARTLETT, TN 38135

DAVID & TAMIKO HILL
6412 SALLOWS CV
BARTLETT, TN 38135

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

SANJAY & TOMA ROY
6398 SALLOWS CV
BARTLETT, TN 38135

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

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

RICKY D TUCKER
6425 SALLOWS CV
BARTLETT, TN 38135

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

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

CATHERINE M REYES
6400 OSIER CV
BARTLETT, TN 38135

MAHAMMAD ALAM
6423 OSIER CV
BARTLETT, TN 38135

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

BLUE SKY COMMUNITIES INC
177 CRESCENT DR
COLLIERVILLE, TN 38017

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

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

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

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

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

MARIA L WILLIAMS
4770 WELLSGATE PT
BARTLETT, TN 38135

EBLA B SHIRWA
4760 WELLSGATE PT
BARTLETT, TN 38135

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

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

AMY J DAVENPORT
4730 WELLSGATE PT
BARTLETT, TN 38135

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

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

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

DONALD & MADELINE HOWERY
4690 WELLSGATE PT
BARTLETT, TN 38135

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

ANGELA LEWIS
6476 WELLS FARMS CV
BARTLETT, TN 38135

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

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

MOHAMMED A KHAIR
6497 WELLS FIELDS CV
BARTLETT, TN 38135

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

YOLUNDA YARBROUGH
6477 WELLS FIELDS CV
BARTLETT, TN 38135

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

SKIPPER FAMILY REVOCABLE LIVING
TRUST
6451 WELLS FIELDS CV
BARTLETT, TN 38135

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

RICKEY L MCGOWAN
6468 WELLS FIELDS CV
BARTLETT, TN 38135

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

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

CURTIS & LAZANDRA WOLF 6498 WELLS FIELDS CV BARTLETT, TN 38135	GLENDIA D HILL 6509 WELLSGATE CV BARTLETT, TN 38135	ROBERT THUN 6499 WELLSGATE CV BARTLETT, TN 38135
JOSEPH THOMAS & APRIL DEAN 6489 WELLSGATE CV BARTLETT, TN 38135	EVELYN DANIELS 6479 WELLSGATE CV BARTLETT, TN 38135	MOHAMMAD HOSAIN & AMINA KHATUN 6469 WELLSGATE CV BARTLETT, TN 38135
DONNA B RICE 6455 WELLSGATE CV BARTLETT, TN 38135	ARRISA B TIPTON 6460 WELLSGATE CV BARTLETT, TN 38135	KEVA K SHERMAN 6470 WELLSGATE CV BARTLETT, TN 38135
DALE M MOTLEY 6480 WELLSGATE CV BARTLETT, TN 38135	LESTER & KATINA L ISSAC 6490 WELLSGATE CV BARTLETT, TN 38135	SHARON S MOORE 6500 WELLSGATE CV BARTLETT, TN 38135
HERMAN L & CANDICE L REED 6510 WELLSGATE CV BARTLETT, TN 38135	BENJAMIN & DONNA M GILLIAIM 4964 CANASTA CV ARLINGTON, TN 38002	RENEE M MARTIN 4960 CANASTA CV ARLINGTON, TN 38002
DANIEL L & AMY THOMPSON 4952 CANASTA CV ARLINGTON, TN 38002	LATARSHA S YOUNG 4944 CANASTA CV ARLINGTON, TN 38002	DAVID R & LAUREN L MEADOWS 4934 CANASTA CV ARLINGTON, TN 38002
WILSON & LAUREN STUART 4926 CANASTA CV ARLINGTON, TN 38002	ANTIONE F GNINTEDEM 4916 CANASTA CV ARLINGTON, TN 38002	CITY OF BARTLETT 6400 STAGE RD MEMPHIS, TN 38134
NORMAN R & CONNIE G GOBBLE REVOCABLE LIVING TRUST 6657 LOOSAHATCHIE CV ARLINGTON, TN 38002	KENNETH M & SHIRLEY S LUSE 6661 LOOSAHATCHIE CV ARLINGTON, TN 38002	CLARENCE MCCLAIN & GABRIELLE LEWIS 4979 LOOSAHATCHIE DR BARTLETT, TN 38002
FLOSSIE SEARS 4973 LOOSAHATCHIE DR ARLINGTON, TN 38002	KATHY J MAXWELL 4969 LOOSAHATCHIE DR ARLINGTON, TN 38002	LASHUNNA D BATISTE 4965 CANASTA CV BARTLETT, TN 38135
JEREMY OWENS 4959 CANASTA CV BARTLETT, TN 38135	JEREMIAH& CARLOTTA WOODS 4953 CANASTA CV BARTLETT, TN 38135	TIFFANY BLUE 4945 CANASTA CV ARLINGTON, TN 38002

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

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

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

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

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

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

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

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

GREGORY L PATTERSON
4955 GRACE VIEW LN
BARTLETT, TN 38135

MONICA MAGEE
4965 GRACE VIEW LN
BARTLETT, TN 38135

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

JERRY B ADAMS
4985 GRACE VIEW LN
BARTLETT, TN 38135

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

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

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

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

LINGLING WANG
6531 NORTE DAME DR
BUENA PARK, CA 90620

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

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

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

DARLENE M RAY
4922 GRACE VIEW LN
BARTLETT, TN 38135

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

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

KEITH L BROOKS
4892 GRACE VIEW LN
BARTLETT, TN 38135

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

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

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

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

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

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

ANTHONY D HILLARD
6588 ROYAL KING DR
BARTLETT, TN 38135

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

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

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

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

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

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

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

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

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

BRUCE ROBERTS
6529 ROYAL KING DR
BARTLETT, TN 38135

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

WANDA K PHILLIPS
6555 RUNNING BIRD CV
ARLINGTON, TN 38002

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

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

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

ABRAHAM JOHNSON
6584 RUNNING BIRD CV
ARLINGTON, TN 38002

DAVID C COOK
6580 RUNNING BIRD CV
ARLINGTON, TN 38002

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

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

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

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

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

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

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

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

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

COOPER WASH REVOCABLE TRUST
6488 STECK CV
ARLINGTON, TN 38002

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

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

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

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

PORSCHE R MATTHEWS
6501 STECK CV
ARLINGTON, TN 38002

NICHOLE L CHEY
6511 STECK CV
ARLINGTON, TN 38002

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

ROBERT C HUGHES
6525 STECK CV
ARLINGTON, TN 38002

ADAM M HOLYFIELD
6531 STECK CV
ARLINGTON, TN 38002

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

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

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

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

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

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

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

DARRELL JOYCE
7138 CAROL LN
FALLS CHURCH, VA 22042

SHARY JAVIER
6492 ROYAL VALLEY DR
BARTLETT, TN 38135

ANDRE K JOHNSON
6502 ROYAL VALLEY DR
BARTLETT, TN 38135

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

LISA N ROWE
6520 ROYAL VALLEY DR
BARTLETT, TN 38135

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

KENJA N BRITT
6408 ROYAL KING DR
BARTLETT, TN 38135

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

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

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

ANTHONY BRAMLETT
4997 KINGS MEADOW DR
BARTLETT, TN 38135

GABRIEL J LUPINACCI
4965 KINGS MEADOW DR
BARTLETT, TN 38135

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

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

LAQUITA WEAVER
6500 PINEY RIVER RD
BARTLETT, TN 38135

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

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

ANTONIO JOHNSON
6452 PINEY RIVER RD
BARTLETT, TN 38135

ANTOINETTE WIMBERLY
6444 PINEY RIVER RD
BARTLETT, TN 38135

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

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

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

DEBRA C MACKLIN
6451 PINEY RIVER RD
BARTLETT, TN 38135

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

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

DORETHERA OGARRO
6489 PINEY RIVER RD
BARTLETT, TN 38135

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

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

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

MARION D DICKENS
5020 MISTY RIVER RD
BARTLETT, TN 38135

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

RONALD M BYRD
5006 MISTY RIVER RD
BARTLETT, TN 38135

ELIZABETH JOHNSON
4996 MISTY RIVER RD
BARTLETT, TN 38135

ROGER GAGNE
5007 MISTY RIVER RD
BARTLETT, TN 38135

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

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

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

PR BORROWER 26 LLC
PO BOX 4090
SCOTTSDALE, AZ 85261

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

ANGELA DAVIS
6416 W FORKED RIVER CV
BARTLETT, TN 38135

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

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

DARYL K PETERSON
4926 KINGS FOREST DR
BARTLETT, TN 38135

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

SHANNON L THOMAS
4906 KINGS FOREST DR
BARTLETT, TN 38135

MAYDETE E ULLOA
4890 KINGS FOREST DR
BARTLETT, TN 38135

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

JIMMY L ARNOLD
4915 KINGS FOREST DR
BARTLETT, TN 38135

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

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

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

DALE S THOMPSON
4875 KINGS FOREST DR
BARTLETT, TN 38135

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

DONALD K TATE
4859 KINGS FOREST DR
BARTLETT, TN 38135

SHAWN ELEY
4845 KINGS FOREST DR
BARTLETT, TN 38135

SKEEN FAMILY TRUST
4835 KINGS FOREST DR
BARTLETT, TN 38135

TOM ELY
4825 KINGS FOREST DR
BARTLETT, TN 38135

JUAN L OWENS
4815 KINGS FOREST DR
BARTLETT, TN 38135

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

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

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

LESLIE B RITCHIE
6472 REGENTS CV
BARTLETT, TN 38135

REBECCA CUNNINGHAM
6482 REGENTS CV
BARTLETT, TN 38135

GARY & AMANDA ERVING
6492 REGENTS CV
BARTLETT, TN 38135

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

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

SHERWANDA S JAMESON
6930 AREKA HILL CV
BARTLETT, TN 38135

CADARRIUS & BREYA MCGLOWN
6449 KINGS CV
BARTLETT, TN 38135

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

ABIGALE E KURTZ
6471 KINGS CV
BARTLETT, TN 38135

BRITTNI ALLEN
6481 KINGS CV
BARTLETT, TN 38135

REBECCA L MOORE
6480 KINGS CV
BARTLETT, TN 38135

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

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

DAPHNE WILLIS
6448 KINGS CV
BARTLETT, TN 38135

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

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

CHARLES L WILLIAMS
4928 DUCK RIVER RD
BARTLETT, TN 38135

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

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

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

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

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

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

VIDURA HOLDINGS LLC
PO BOX 731356
SAN JOSE, CA 95173

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

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

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

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

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

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

CALLICOTT FAMILY TRUST
4929 DUCK RIVER RD
BARTLETT, TN 38135

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

DEBRA D GETHERS
1509 PULLMAN DR
SEVERN, MD 21144

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

NEAL TAMARA
4881 DUCK RIVER RD
BARTLETT, TN 38135

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

HOLLY D THOMAS
4861 DUCK RIVER RD
BARTLETT, TN 38135

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

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

STEWART B CUMMOCK
6415 NEEDLE RIDGE RD
BARTLETT, TN 38135

DEANNA REDMOND
6407 NEEDLE RIDGE RD
BARTLETT, TN 38135

AMATSYAH B YISRAEL
6399 NEEDLE RIDGE RD
BARTLETT, TN 38135

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

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

ANDREA D DILLON
6416 OLD BROWNSVILLE RD
BARTLETT, TN 38135

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

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

TOMMY C THOMPSON
4854 MISTY RIVER RD
BARTLETT, TN 38135

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

EMILY M TAMBOLI
4872 MISTY RIVER RD
BARTLETT, TN 38135

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

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

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

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

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

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

GBI CONTRACTORS
110 CAMPGROUND ROAD
REDBANKS, MS 38661

302 DEVCO LLC
7990 TRINITY RD. STE 115
CORDOVA, TN 38018

RESOLUTION 29-26

A Resolution approving a Special Use Permit to allow a Planned Residential Development to be located on the Sammy Guffin property, Parcel B0148 00901, on the north side of Old Brownsville Road, west of Kirby Whitten Parkway, within the “RS-15” Single Family Residential Zoning District.

WHEREAS, an application has been made for a Special Use Permit to allow a Planned Residential Development to be located on the Sammy Guffin property, Parcel B0148 00901, on the north side of Old Brownsville Road, west of Kirby Whitten Parkway within the “RS-15” Single Family Residential Zoning District.

WHEREAS, according to Article 6, Section 3 of the Bartlett Zoning Ordinance, a Special Use Permit is required within the “RS-15” Single Family Residential Zoning District to allow a Planned Residential Development.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Planned Residential Development to be located on the Sammy Guffin property, Parcel B0148 00901, on the north side of Old Brownsville Road, west of Kirby Whitten Parkway on Monday, July 6, 2026, in accordance with their regulations and approved the unfavorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 8th day of September, 2026, and approved the Special Use Permit to allow a Planned Residential Development to be located on the Sammy Guffin property, Parcel B0148 00901, on the north side of Old Brownsville Road, west of Kirby Whitten Parkway, subject to the following conditions:

Engineering Conditions:

General:

1. For this Review, only Preliminary Plans were submitted. Once a complete set of Construction Plans are submitted, there may be additional Engineering Conditions.
2. A Residential Site Plan contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
3. Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and jfrye@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
4. The engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) and ARAP (Aquatic Resource Alteration Permit) that have been or will be submitted to TDEC (Tennessee Department of Conservation).
5. All new utilities shall be underground.
6. The proposed entrance shown at Old Brownsville Road may require the Developer to relocate 3-phase electrical power pole(s).
7. Median modification will be required on Old Brownsville Road to accommodate left turns from the eastbound lane.

8. A new water line will need to be bored across Old Brownsville Road to connect to the existing 16" water main located near the centerline of the road.
9. Streetlights will be required along the frontage of Old Brownsville Road.
10. Please provide signed and stamped sewer calculations with your construction plan submittal.
11. A sediment basin may be required.
12. Correct all Mark-ups.

Plans:

13. A Full set of Construction Drawings will be required for the construction plan submittal as per the City of Bartlett Planning Department Application Checklist including (but not limited to)
 - Final Plat Sheets
 - Existing Conditions Sheet (with existing ridge lines and drainage areas)
 - Phased Erosion Prevention and Soil Preservation (EPSC) Sheets
 - Grading and Drainage Sheet(s)
 - Sewer Plan Sheet(s)
 - Details Sheet
 - Road Plan & Profiles Sheets
 - Off-street Plan and Profiles (if Needed)
 - Water Plan (to be completed by the City of Bartlett)
 - Traffic Control Plan
 - Signage and Striping Plan
14. Easements should be included on all sheets.
15. Any Common Open Space (COS) shall be owned and maintained by the HOA.
16. Prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett.
17. Metal posts with wire-backed fence are required on the proposed silt fences.
18. A HEC-RAS Hydraulic Study must be completed (and submitted to the City of Bartlett) on the Raner Creek Tributary that is on site to determine the 100 Year Flood Elevations on site.
19. Developer's Engineer should consult and confirm with TDEC regarding the status of the Raner Creek Tributary mentioned above with regards to its stream status.
 - Because of this concern and the concern for 100 Year Flood elevations on this stream, it is assumed that the Tributary will require Stream Buffer Setbacks to accommodate both the 100-Year Flood Elevation and to be consistent with the City of Bartlett Storm Water Ordinance.
 - This ordinance would require a setback width of approximately 90' (measured back from each bank.)
 - The Stream Buffer mentioned above shall comprise a separate lot designated as Greenbelt to be dedicated to the City of Bartlett.

Grading and Drainage:

20. The applicant's engineer shall submit the stamped and signed detention calculations for the detention basins required for this property and show the 'pre' and the 'post' runoff for the 2, 5, 10, 25, 100-year storms.

21. Offsite area should be included for adequate review of drainage, and the need for additional drainage structures.
22. Additional swales, inlets, and drainage pipes may be required to carry drainage to outfalls in a way that does not negatively impact adjacent properties.
23. Show Pre/Post construction Q25 peak flows to each outfall.
24. Please provide a (Drainage Narrative) written summary of the existing site drainage patterns (including pre-construction Q25 to each outfall) and how grading will or will not impact it. The Drainage Narrative should include a discussion on impact to adjacent properties, how storm water from the new construction will drain (including post-construction Q25 to each outfall), discuss planned detention, and show the capacity of the (existing) receiving drainage pipes.
25. Show capacity of all (existing) receiving drainage pipes.

Planning Comments:

1. The Kings Crossing Planned Development Phases 1 and 2, which is to the west of the subject property, has lots ranging from 11,808 sq. ft – 37,011 sq. ft. The Stonecrest Planned Development, which is to the east of the subject property, has lot sizes ranging from 13,500 sq. ft – 29,479 sq. ft.
2. A Planned Development usually provides common amenities for residents. Staff recommends adding a walking trail around the detention area and the green belt located on common open space B.

Planning Conditions:

1. The applicant shall include a tree survey with a tree table.
2. The applicant must obtain Construction Plan, and Final Plan approvals from the Planning Commission.
3. The applicant will need to add a note to the plat to prohibit driveway access to Old Brownsville Road for Lots 21 and 22.
4. A note shall be added to the plat stating that the Guffin Estates Planned Development requires a homeowner's association to be formed to maintain all common amenities, landscaping, subdivision fence, subdivision sign, and other features.
5. Ownership and maintenance responsibilities of the common open spaces shall be listed on the Plat.
6. The applicant shall attach the homeowner's association bylaws instrument number and the covenants and restrictions instrument number to the final plat.
7. The applicant must obtain Site Plan approval from the Design Review Commission for all common open space amenities and subdivision signage.
8. The owner/applicant shall identify all utilities on site by contacting Tennessee One Call at 811 before commencing any site work.
9. The applicant and/or property owners shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
10. The applicant and/or property owners shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.

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

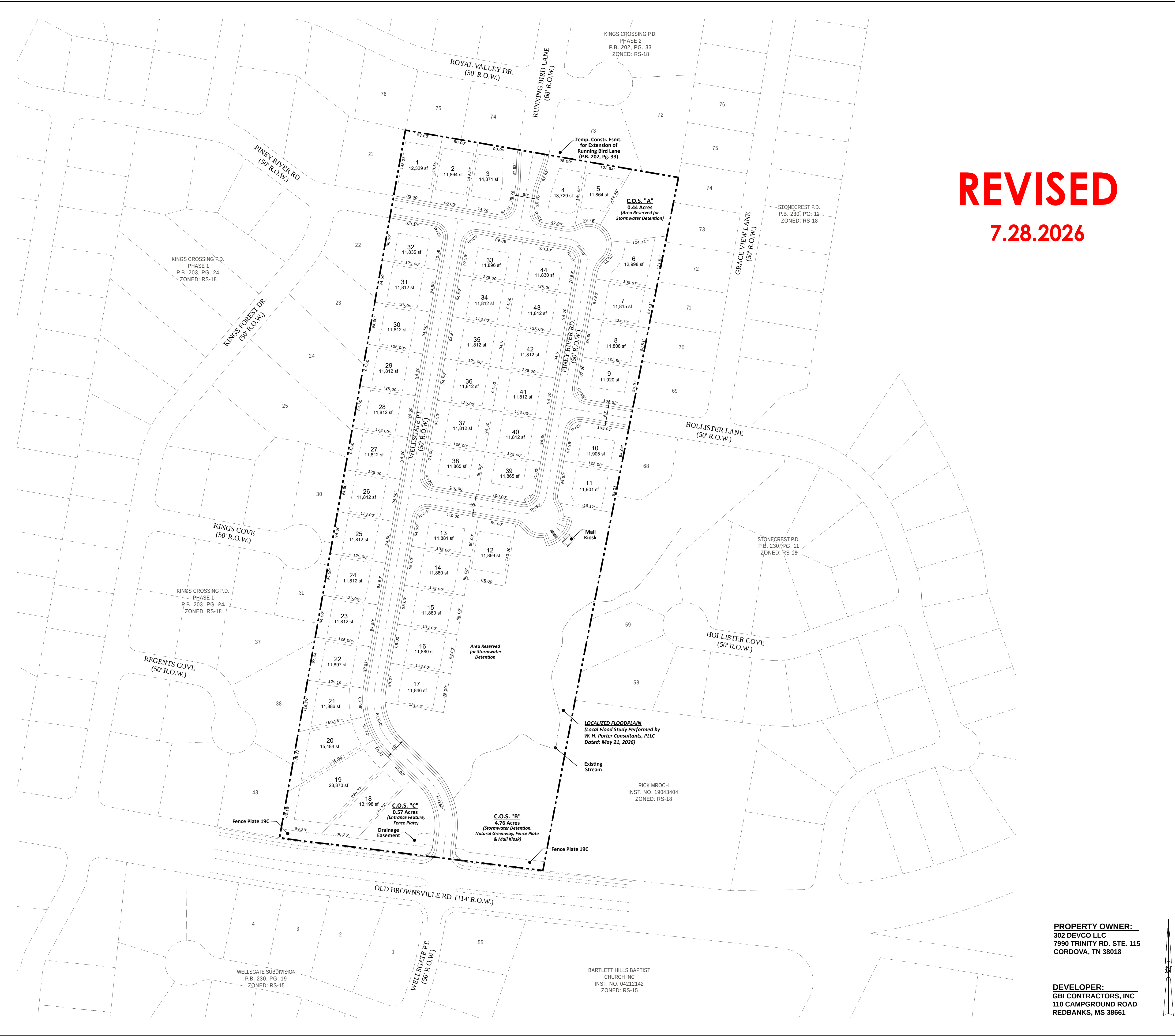
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Planned Residential Development to be located on the Sammy Guffin property, Parcel B0148 00901, on the north side of Old Brownsville Road, west of Kirby Whitten Parkway, incorporating the above listed conditions, is approved.

ADOPTED THIS 8th DAY OF SEPTEMBER, 2026.

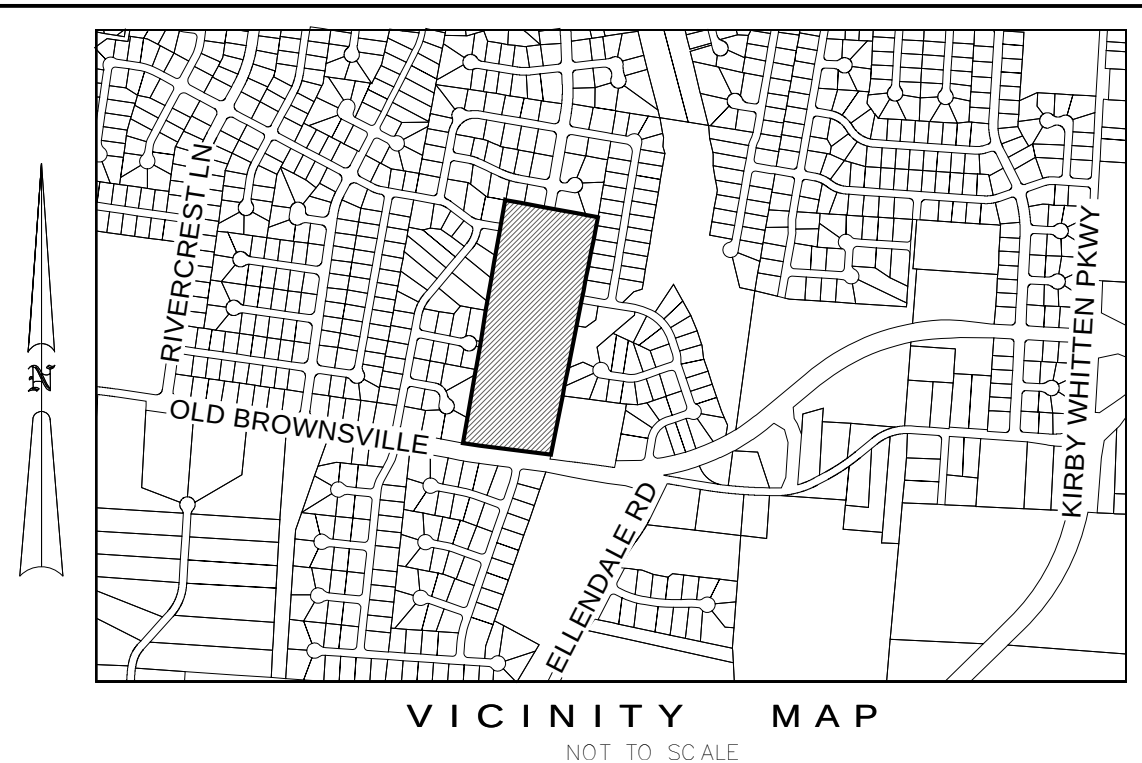
Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk



REVISED
7.28.2026



- NOTES:**
- 1. THIS PROPERTY IS NOT LOCATED IN THE 100-YEAR FLOOD PLAIN PER FEMA MAP NO. 47157C 0190G, EFFECTIVE DATE FEBRUARY 6, 2013
 - 2. IF SETTLEMENT OCCURS ALONG ANY OF THE PUBLIC EASEMENTS WITHIN THE PRIVATE PROPERTY, THE OWNER SHALL BE RESPONSIBLE FOR ALL REPAIRS. IN THE EVENT THAT "PUBLIC WORKS" HAS TO EXCAVATE TO REPAIR A LEAK IN A PUBLIC LINE, "PUBLIC WORKS" SHALL BE RESPONSIBLE FOR EXCAVATING, BACKFILLING, COMPACTION AND BRINGING THE AFFECTED AREA UP TO GRADE WITH APPROPRIATE SUB-BASE MATERIAL. BUT THE OWNER SHALL BE RESPONSIBLE FOR ALL FINISH WORK INCLUDING BUT NOT LIMITED TO ASPHALT, CONCRETE, AND LANDSCAPING.
 - 3. DRIVEWAYS AND OTHER PERMANENT STRUCTURES/IMPROVEMENTS SHALL NOT BE PLACED IN SEWER, WATER, OR DRAINAGE EASEMENTS OR OVER SEWER AND WATER SERVICE LOCATED ON PRIVATE PROPERTY.
 - 4. THE CITY SHALL HAVE INGRESSES/EGRESS RIGHTS TO USE PRIVATE DRIVES AND YARDS FOR THE PURPOSE OF MAINTAINING ALL PUBLIC UTILITIES AND SHALL BEAR NO RESPONSIBILITY FOR THE MAINTENANCE OF SAID DRIVES AND YARDS.
 - 5. ALL NEW UTILITIES SHALL BE UNDERGROUND.

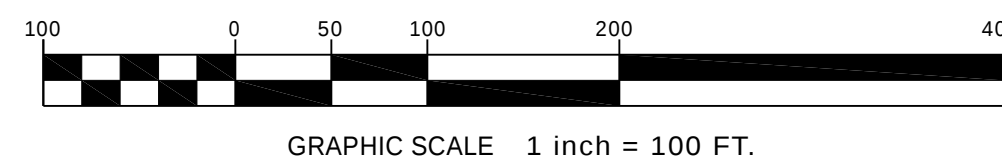
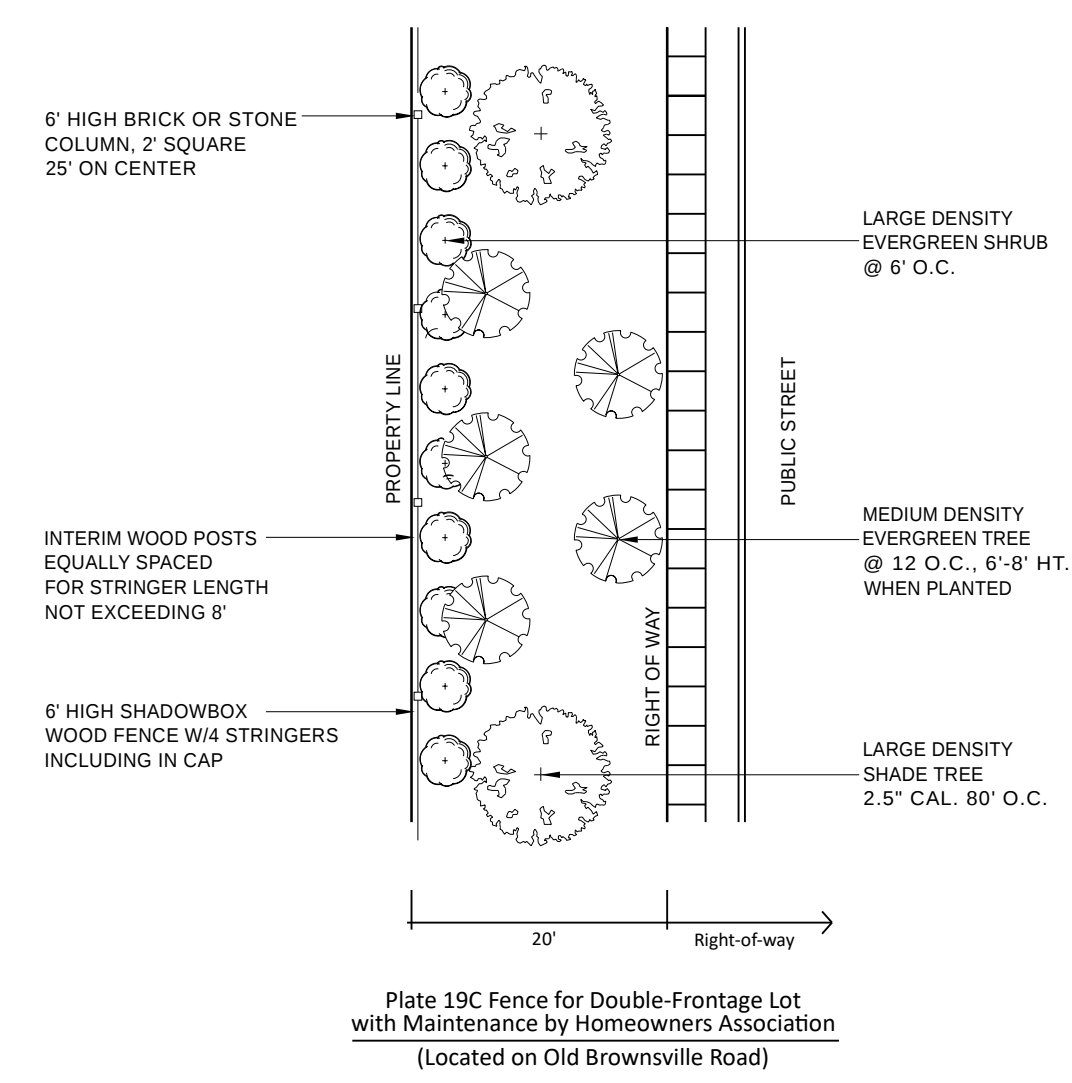
Chart 2 Bulk Regulations and Permitted Residential Densities
(City of Bartlett Zoning Ordinance)

	Proposed PD	Existing RS-15 Zoning District
Minimum Lot Requirements		
Area (square feet)	11,808	15,000
Width (feet)	65	100
Minimum Yard Requirements		
Front (feet)	30	40
Side (feet)	5	10
Rear (feet)	20	30
Maximum Requirements		
Height (feet)	35	35
Units Per Acre	3.0	2.5
(%) Lot Coverage	30	25

REQUIRED SIDEWALKS

Street Name	S/W Width	Side	Location From Curbline
Hollister Lane	5 FT.	Both	4.5' Grass Strip
Running Bird Lane	5 FT.	Both	4.5' Grass Strip
Piney River Road	5 FT.	Both	4.5' Grass Strip
Wells Gate Point	5 FT.	Both	4.5' Grass Strip
Old Brownsville Road	8 FT.	North	7.0' Grass Strip

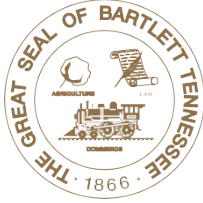
The required sidewalks shall be installed across the frontage of each lot by the building permit holder prior to use and occupancy of the building with the following exception. Existing sidewalks shall be repaired as necessary by the building permit holder across the lot frontage prior to occupancy of the building.



PROPERTY OWNER:
302 DEVCO LLC
7990 TRINITY RD. STE. 115
CORDOVA, TN 38018

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

PRELIMINARY PLAT		
GUFFIN ESTATES		
ZONING: RS-15 "SINGLE-FAMILY RESIDENTIAL"		
BARTLETT, SHELBY COUNTY, TENNESSEE		DEED: INSTRUMENT NO. 19106818
NUMBER OF LOTS: 44	ACREAGE: 21.85 Acres	PARCEL ID NUMBER: B014 00901
APPLICANT: GBI CONTRACTORS 110 CAMPGROUND ROAD REDBANKS, MS 38661		ENGINEER: W.H. PORTER CONSULTANTS, PLLC 6055 PRIMACY PARKWAY SUITE 115 MEMPHIS TN 38119
100-YEAR FLOOD ELEV: N/A	FEMA MAP PANEL : 47157C0190G	FEMA MAP DATE: FEBRUARY 6, 2013
DATE: JULY 28, 2026	SCALE: 1" = 100'	SHEET 2 OF 6



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

Resolution 30-26

**Meeting: 8/11/2026 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Kristi Francavilla,
Director of Finance
Initiator:
Sponsors:**

Resolution 30-26, a resolution to amend the Fiscal Year 2027 Bartlett City Schools General Purpose School Fund and General Fund Balance.

WHEREAS, the Bartlett City Board of Mayor and Aldermen is required to approve the Bartlett City Board of Education (BOE) General Purpose School Fund budget, as amended; and

WHEREAS, the Bartlett City BOE, using Resolution 14-01, approved a budget amendment on July 23, 2026, which amends the General Purpose Fund Balance for the 2026-2027 school year as originally presented in the official budget documents; and

WHEREAS, resolution 14-01 of the Bartlett City BOE is hereby attached and made a part of this resolution by reference;

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the amendment itemized in resolution 14-01 to the FY2027 General Purpose School Fund and General Fund of the Bartlett City BOE is approved.

Adopted this day of August 11, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

Section 2. That the budget documents required by law will be amended and submitted as required for approval to the Bartlett Board of Mayor and Aldermen, and, upon approval, shall be submitted as required to the State of Tennessee.

Section 3. That this resolution shall become effective July 23, 2026 from and after its adoption by the Bartlett City Board of Education.

Adopted this 23 day of July, 2026.



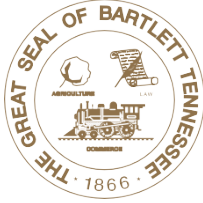
David M. Cook II, Chairman
Bartlett City Board of Education



Dr. David A. Stephens, Superintendent
Bartlett City Board of Education



APPROVED AS TO FORM:
Kari Shoopman, General Counsel



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

Ordinance 26-10

Meeting: 8/11/2026 6:00 PM
Department: Code Enforcement
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:

Ordinance 26-10, an ordinance amending Title 12, Chapters 6 (Energy Conservation Code) and 11 (Residential Code), Section 12-601 (Energy Conservation Code Adopted) and 12-1101 (International Residential Code Adopted) of the Codified Ordinances of the City of Bartlett, Tennessee for the purpose of statutory compliance.

WHEREAS, by Ordinance 22-03, effective August 9, 2022, the City of Bartlett adopted the International Energy Conservation Code, 2021 edition, and the International Residential Building Code, 2018 edition, by reference and with certain amendments; and

WHEREAS, on March 31, 2026, the City of Bartlett was notified by the State of Tennessee Department of Commerce and Insurance, Division of Fire Prevention, that the City's currently adopted Energy Conservation Code was non-compliant due to a state law change; and

WHEREAS, the City was notified that 2023 Public Chapter 312 (Tennessee Code Annotated § 68-120-101(b)(5)(A)) specifies exempt jurisdictions cannot be more stringent than the currently adopted state residential energy code and, until such time as the City of Bartlett complies with this provision, the City of Bartlett will be defaulted to enforcing the State's adopted language due to non-compliance; and

WHEREAS, by Rule 0780-02-23-02(1)(b) of the Departments of Commerce and Insurance Division of Fire Prevention, the State has adopted the 2018 edition of the International Energy Conservation Code, with amendments that the City of Bartlett must now also adopt; and

WHEREAS, by Rule 0780-02-23-02(1)(a) of the Departments of Commerce and Insurance Division of Fire Prevention, the State has adopted amendments to the 2018 International Residential Code that the City of Bartlett must also now adopt:

WHEREAS, the City of Bartlett desires to adopt the 2018 edition of the International Energy Conservation Code and the required amendments to the 2018 International Energy Conservation Code and the required amendments to the 2018 edition of the International Residential Code for statutory compliance.

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

SECTION 1. That Title 12, Chapter 6, Section 12-601, titled “Energy conservation code adopted” of the Code of Ordinances, City of Bartlett, Tennessee, is hereby amended by deleting the words “International Energy Conservation Code 2021 edition (with local amendments)” and replacing said words with the following language prior to the words “as prepared and maintained by the International Code Council:” “International Energy Conservation Code 2018 edition, with the following amendments:

Section R402.4.1.2, Testing is deleted and replaced with Section R402.4.2.1 Testing Option and Section R402.4.2.2 Visual Inspection Option from 2009 IECC.2.

Section R403.3.3 Duct Testing (Mandatory) and Section R403.3.4 Duct Leakage (Prescriptive) are optional.3.

Table R402.1.2 Insulation and Fenestration Requirements by Component and Table R402.1.4 Equivalent U-Factors are deleted and replaced with Table R402.1.1 Insulation and Fenestration Requirements by Component and Table R402.1.3 Equivalent U-Factors 2009 IECC.”

SECTION 2. That Title 12, Chapter 11, Section 12-1101, titled “International residential code adopted” of the Code of Ordinances, City of Bartlett, Tennessee is hereby amended by deleting the words “(with city amendments)” and replacing said words with the following language prior to the words “as prepared and maintained by the International Code Council:” “with the following amendments:

Section N1102.4.1.2 (R402.4.1.2) Testing is replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2 Visual Inspection from 2009 IRC.

Section N1103.3.3 (R403.3.3) Duct Testing (Mandatory) and Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive) are optional.

Table N1102.1.2 (R402.1.2) Insulation and Fenestration Requirement by Component and Table N1102.1.4 (R402.1.4) Equivalent U-Factors from 2018 IRC are replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table N1102.1.2 Equivalent U-Factor from 2009 IRC.

Section N1102.4.4 (R402.4.4) Rooms Containing Fuel-Burning Appliances is deleted in its entirety.

Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote “l”: “Log walls complying with ICC400 and with a minimum average wall thickness of 5” or greater shall be permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .65 or lower is used, a Glazed Fenestration SHGC of .30 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used.”

Table N1102.1 Insulation and Fenestration Requirements by Component in the 2009 edition is adopted and amended by adding the following as footnote “m”: “Log walls complying with ICC400 and with a minimum average wall thickness of 5” or greater shall be permitted in Zone 4 when a Fenestration U-Factor of .35 or lower is used, a Skylight U-Factor of .60 or lower is

used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used.”

SECTION 4: SEVERABILITY. Should any provision of this Ordinance be rendered unconstitutional or null or void by a Court of Law, legislative act or otherwise, all other provisions of this Ordinance shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE. BE IT FURTHER ORDAINED that this Ordinance shall take effect upon its passage on third and final reading, the public welfare requiring it.

First Reading: August 11, 2026
Second Reading: August 28, 2026
Third Reading: September 8, 2026

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk