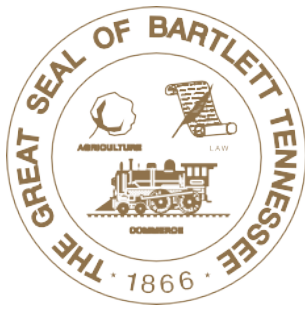




City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

Tuesday, October 28, 2025 - City Hall Council Chambers - 6:00 PM

INVOCATION

Opening Prayer by James Farmer, The Lord's Church

FUTURE MEETINGS

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

Planning Commission, November 3 at 6:30 p.m.

Beer Board, November 4 at 6 p.m.

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

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

Industrial Development Board, November 6 at 7 p.m.

Board of Mayor and Aldermen, November 13 at 6 p.m.

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

RECOGNITIONS

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

MINUTES ACCEPTANCE

- 1 Minutes of the October 14, 2025 Board of Mayor and Aldermen Regular Meeting**

CONSENT AGENDA**1 Authorization to auction surplus property. (Dick Phebus, Director of Finance)**

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

2 Financial Report September 2025. (Dick Phebus, Director of Finance)**3 Minimum Bond Subdivision Contract for Sanctuary Subdivision, Phase 1. (John Horne, Director of Engineering)**

The developer, Blue Sky Communities, Inc., has delivered written request for the subdivision contract to be written for the minimum bond, meeting all requirements. On July 28, 2020, the Board of Mayor and Aldermen gave final approval of Ordinance 20-02 regarding new minimum bond requirements. The developer will pay \$45,400.00 in City fees. The minimum bond is set at \$566,917.17.

4 Bid for Shadowlawn Park ADA Restroom & Concession Building. (Paul Wright, Director of Parks and Recreation)

We recommend awarding the bid for the Shadowlawn Park ADA Restroom & Concession Building to Nightwine Construction Company, Inc. in the amount of \$389,500 as their bid satisfies all the requirements as specified in the invitation to bid. Funds are available in Account 311.48311.780.51625.

5 Bid for Shadowlawn Park Sitework. (Paul Wright, Director of Parks and Recreation)

We recommend awarding the bid for the Shadowlawn Park Sitework to ViktorHall Construction in the amount of \$378,000 as their bid satisfies all the requirements as specified in the invitation to bid. Funds are available in Account 311.48311.780.51625.

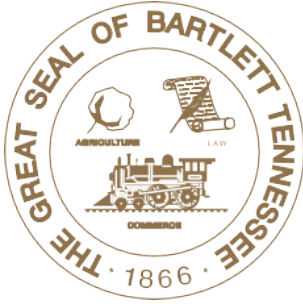
NEW BUSINESS**1 Resolution 36-25, a resolution ratifying Private Chapter No. 23 of the 114th General Assembly amending the City of Bartlett, Tennessee Charter. (Ed McKenney, Jr. City Attorney)****2 Resolution 37-25, a resolution ratifying Private Chapter No. 27 of the 114th General Assembly amending the City of Bartlett, Tennessee Charter. (Ed McKenney, Jr. City Attorney)****3 Resolution 38-25 a resolution adopting the City of Bartlett, Tennessee Records Management Plan, the Records Management Manual, and the MTAS Records Retention Schedules. (Ed McKenney, Jr. City Attorney)**

- 4 Resolution 39-25, a resolution authorizing the photographic or electronic preservation and subsequent disposal of permanent paper records of the City of Bartlett, Tennessee in accordance with Tennessee Code Annotated § 10-7-702. (Ed McKenney, Jr. City Attorney)**
- 5 Resolution 40-25, a resolution to amend the FY2026 Grants Fund budget to recognize Tennessee Department of Disability and Aging grant funding of \$50,000.00 for the Bartlett Parks Department. (Dick Phebus, Director of Finance)**
- 6 First Reading of Ordinance 25-06, an ordinance to rezone from "RS-10" Residential Single Family to "C-G" General Business Commercial property at 5866 Ivanhoe Road. (Kim Taylor, Director of Planning and Economic Development). The public hearing to be set for November 25, 2025.**
- 7 First Reading of Ordinance 25-07, an ordinance to amend the City of Bartlett Animal Control Ordinances, Title 10, Chapters 1 and 2. (Will Wyatt, Assistant City Attorney). The public hearing to be set for November 25, 2025.**

OPEN DISCUSSION

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

ADJOURNMENT



City of Bartlett

David Parsons, Mayor

Board of Mayor and Aldermen Meeting Minutes Tuesday, October 14, 2025 - City Hall Council Chambers - 6:00 PM

ATTENDANCE

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

Absent: Mayor David Parsons

INVOCATION

Opening Prayer by Chaplain Johnny Byrd, Legacy Church

FUTURE MEETINGS

Board of Zoning Appeals, October 16 at 6:30 p.m.

Historic Preservation Commission, October 20 at 6:30 p.m.

Bartlett Arts Council, October 21 at 6 p.m.

BPACC Advisory Board, October 21 at 6 p.m.

Design Review Commission, October 21 at 6:30 p.m.

Bartlett Library Advisory Board, October 23 at 6 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

1 Minutes of the September 23, 2025 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

1 Special Event Permit for Fall Festival. (Trey Arthur, Director of Code Enforcement)

The event will be held on Saturday, October 18, 2025 from 2 p.m. to 4 p.m. at Ellendale United Methodist Church located at 7215 Centralia.

2 Minimum Bond Subdivision Contract for Stelling Manor Planned Development. (John Horne, Director of Engineering)

The developer, Stelling Manor LLC, has delivered written request for the subdivision contract to be written for the minimum bond, meeting all requirements. On July 28, 2020, the Board of Mayor and Aldermen gave final approval of Ordinance 20-02 regarding new minimum bond requirements. The developer will pay \$106,690.00 in City fees. The minimum bond is set at \$785,546.44.

3 Mixed Use Contract for Union Depot Phase 3. (John Horne, Director of Engineering)

Phase 3 of Union Depot includes construction of a mixed-use building, Station Lofts, as well as, minor additions to public water, sewer, and drainage. The developer, Blue Sky Communities, INC, and UND Station Lofts, LLC, will pay \$1,821.46 in City fees. The bond is set at \$31,487.75.

4 Professional Services Agreement for Contracts and Procurement Efficiency. (Kevin Franz, Information Technology Director)

Recommend accepting agreement with Rios Partners, LLC for review and optimization of procurement and contracts as defined in Exhibit A of the attached agreement proposal.

NEW BUSINESS

1 Resolution 35-25, a resolution to amend the Fiscal Year 2026 General Fund Budget to appropriate \$18,000 for qualified law enforcement officers funded by the State of Tennessee Recruitment and Retention Grant Program. (Dick Phebus, Director of Finance)

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

OPEN DISCUSSION

Director of BPACC Michael Bollinger presented the 2025-2026 Season.

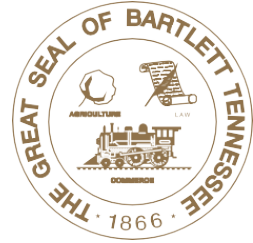
ADJOURNMENT

Adjourned at 6:12 p.m.

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

David Parsons, Mayor

Board of Mayor and Aldermen
October 28, 2025



Item Memo

Consent Summary:

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

Formal Body:

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

Article V Section 4 of the Charter of the City of Bartlett designates the authority to the Mayor to sell surplus property with Board approval for items valued over \$500. The following items have been identified as surplus with a potential value of over \$500 and are eligible to be sold at public auction.

Department Year		Make/Model	Color	Vehicle ID#
Police	2007	Dodge Charger	White	2B3KA43G17H781592
Police	2008	Dodge Charger	White	1B3KA43G18H134045
Police	2015	BMW Motorcycle	Black & White	WB10A130XFZ192592
Police	2015	BMW Motorcycle	Black & White	WB10A1308FZ192591
Police	2015	BMW Motorcycle	Black & White	WB10A1306FZ193304
Public Works	2000	Ford F-250	White	1FTNF20F3YED05804

It is our recommendation that these items be approved to be sold at public auction. If approved, the City of Bartlett will advertise the items to be auctioned on the GovDeals website (www.govdeals.com).

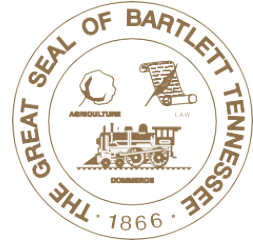
Thank you for your consideration of the above item.

Attachments:

None

Board of Mayor and Aldermen
October 28, 2025

Item Memo



Consent Summary:

Formal Body:

Financial report for September 2025

Attachments:

Sep25FinRprt



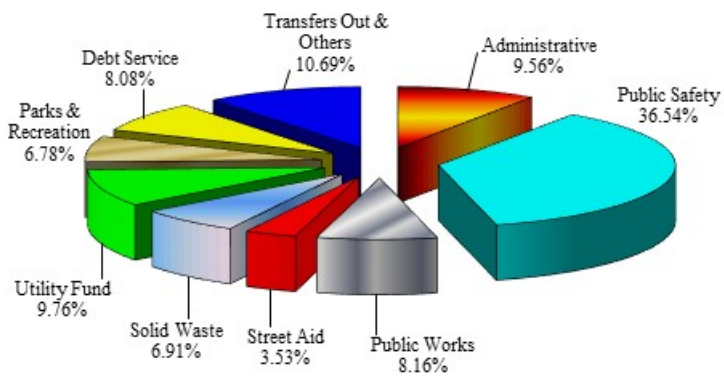
City of Bartlett

FINANCIAL REPORT

September 30, 2025

Total Expenditures, FY 2026 Budget: \$111,624,243

WHERE THE \$ GOES (Does not include School)

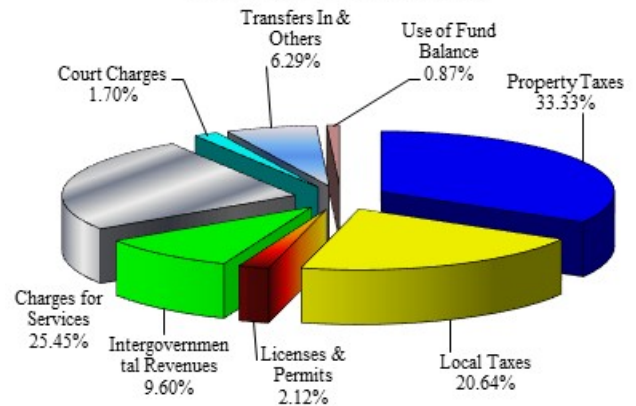


BUDGET HIGHLIGHTS

- June 30, 2025 year-to-date actual is unaudited.
- Information in this report is preliminary Fiscal Year 2025 year-end.
- Property tax bills will be mailed in October and are due February 28.
- Delinquent 2024 property taxes were submitted to the Trustee for collection.

Total Revenues, FY 2026 Budget: \$111,624,243

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



FY 2026 YEAR-TO-DATE For The Period Ending September 30, 2025

	Adopted Budget	Year-to-Date Actual
General Fund Expenditures		
Administrative	\$ 9,237,162	\$ 2,075,858
Public Safety	39,915,789	10,062,369
Public Works	8,032,820	1,851,993
Parks and Recreation	6,432,137	1,619,131
Performing Arts	947,427	208,260
Transfers & Other Gen. Fund Items	7,607,940	1,737,826
Subtotal	\$ 72,173,275	\$ 17,555,437
General Fund Revenues		
Property Taxes	\$ 36,900,000	\$ 127,638
Local Taxes	17,954,000	1,569,222
Building and Development Fees	2,347,500	424,650
Intergovernmental	8,586,000	604,000
Charges for Services	3,578,775	850,439
Court Charges	1,607,000	586,198
Other Revenue	1,200,000	287,530
Subtotal	\$ 72,173,275	\$ 4,449,678
Special Rev. Funds - Expenditures	\$ 16,404,298	\$ 2,470,218
Special Rev. Funds - Revenues	\$ 16,404,298	\$ 3,257,871
Utility Expenses	\$ 14,534,336	\$ 2,293,581
Utility Revenues	\$ 14,534,336	\$ 3,685,821
Debt Service Expenditures	\$ 8,512,334	\$ 5,670,365
Debt Service Revenues	\$ 8,512,334	\$ 1,396,196
Total Expenditures	\$ 111,624,243	\$ 27,989,600
Total Revenues	\$ 111,624,243	\$ 12,789,566

Note: FY 2026 Adopted Budget includes use of fund balance in the Special Revenue Funds and the Utility Fund.



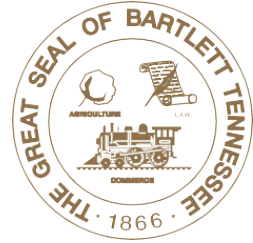
City of Bartlett -- Financial Summary For The Period Ending For The Period Ending September 30, 2025



	FY 2025 Unaudited Actual	FY 2026 Adopted Budget	Increase/ Decrease in \$	Year-to-Date Actual FY 2025	Year-to-Date Actual FY 2026	Increase/ Decrease in \$	Percent of FY 2025 Actual	Percent of FY 2026 Budget	Increase/ Decrease in %
General Fund Expenditures									
Administrative	\$ 8,996,278	\$ 9,237,162	\$ 240,884	\$ 2,020,107	\$ 2,075,858	\$ 55,751	22.45%	22.47%	0.02%
Public Safety	36,146,969	39,915,789	3,768,820	8,016,322	10,062,369	2,046,046	22.18%	25.21%	3.03%
Public Works	7,328,791	8,032,820	704,029	1,857,599	1,851,993	(5,606)	25.35%	23.06%	-2.29%
Parks and Recreation	6,152,994	6,432,137	279,143	1,551,342	1,619,131	67,788	25.21%	25.17%	-0.04%
Performing Arts	897,534	947,427	49,893	209,010	208,260	(750)	23.29%	21.98%	-1.31%
Transfers & Other Gen. Fund Items	5,032,296	7,607,940	2,575,645	1,737,826	1,737,826	0	34.53%	22.84%	-11.69%
Total General Fund Expenditures	\$ 64,554,861	\$ 72,173,275	\$ 7,618,414	\$ 15,392,207	\$ 17,555,437	\$ 2,163,230	23.84%	24.32%	0.48%
General Fund Revenues									
Property Taxes	\$ 30,109,599	\$ 36,900,000	\$ 6,790,401	\$ 74,835	\$ 127,638	\$ 52,803	0.25%	0.35%	0.10%
Local Taxes	17,321,673	17,954,000	632,327	1,579,088	1,569,222	(9,866)	9.12%	8.74%	-0.38%
Building and Development Fees	2,244,221	2,347,500	103,279	511,036	424,650	(86,386)	22.77%	18.09%	-4.68%
Intergovernmental	8,496,867	8,586,000	89,133	572,012	604,000	31,988	6.73%	7.03%	0.30%
Charges for Services	3,737,759	3,578,775	(158,984)	876,500	850,439	(26,060)	23.45%	23.76%	0.31%
Court Charges	1,780,092	1,607,000	(173,092)	413,156	586,198	173,042	23.21%	36.48%	13.27%
Other Revenue	1,596,381	1,200,000	(396,381)	305,867	287,530	(18,337)	19.16%	23.96%	4.80%
Total General Fund Revenues	\$ 65,286,592	\$ 72,173,275	\$ 6,886,683	\$ 4,332,494	\$ 4,449,678	\$ 117,184	6.64%	6.17%	-0.47%
Special Revenue Funds									
Street Aid Fund	\$ 3,350,662	\$ 4,670,000	\$ 1,319,338	\$ 187,712	\$ 229,925	\$ 42,213	5.60%	4.92%	-0.68%
Solid Waste Fund	7,413,509	8,222,552	809,043	1,452,034	1,856,404	404,371	19.59%	22.58%	2.99%
General Improvement Fund	837,079	1,346,900	509,821	228,794	355,164	126,370	27.33%	26.37%	-0.96%
Drug Enforcement Fund	193,007	435,500	242,493	82,745	29,603	(53,142)	42.87%	6.80%	-36.07%
DEA Enforcement Fund	44,165	100,800	56,635	343	6,317	5,974	0.78%	6.27%	5.49%
Drainage Control Fund	781,382	1,503,546	722,164	35,642	49,879	14,237	4.56%	3.32%	-1.24%
Park Improvement Fund	0	125,000	125,000	0	0	0	0.00%	0.00%	0.00%
E-Citation Fund	34,689	0	(34,689)	0	0	0	0.00%	0.00%	0.00%
Grant Funds	1,882,459	0	(1,882,459)	(1,580,739)	(57,074)	1,523,665	-83.97%	0.00%	83.97%
Special Revenue Funds - Expenditures	\$ 14,536,953	\$ 16,404,298	\$ 1,867,345	\$ 406,530	\$ 2,470,218	\$ 2,063,688	2.80%	15.06%	12.26%
Special Revenue Funds - Revenues	\$ 18,806,158	\$ 16,404,298	\$ (2,401,861)	\$ 1,400,338	\$ 3,257,871	\$ 1,857,533	7.45%	19.86%	12.41%
Utility Fund									
Total Utility Operations	\$ 13,402,647	\$ 13,901,584	\$ 498,937	\$ 1,588,594	\$ 1,916,302	\$ 327,707	11.85%	13.78%	1.93%
Total Utility Debt Expenses	496,079	632,752	136,673	371,251	377,279	6,028	74.84%	59.63%	-15.21%
Total Utility Expenses	\$ 13,898,726	\$ 14,534,336	\$ 635,610	\$ 1,959,845	\$ 2,293,581	\$ 333,736	14.10%	15.78%	1.68%
Total Utility Revenues	\$ 13,392,768	\$ 14,534,336	\$ 1,141,568	\$ 3,511,554	\$ 3,685,821	\$ 174,268	26.22%	25.36%	-0.86%
Debt Service Fund									
Total Debt Service Expenditures	\$ 8,533,195	\$ 8,512,334	\$ (20,861)	\$ 5,881,242	\$ 5,670,365	\$ (210,878)	68.92%	66.61%	-2.31%
Total Debt Service Revenues	\$ 8,433,536	\$ 8,512,334	\$ 78,798	\$ 1,387,718	\$ 1,396,196	\$ 8,478	16.45%	16.40%	-0.05%
Total Expenditures	\$ 101,523,735	\$ 111,624,243	\$ 10,100,508	\$ 23,639,825	\$ 27,989,600	\$ 4,349,776	23.29%	25.07%	1.79%
Total Revenues	\$ 105,919,054	\$ 111,624,243	\$ 5,705,188	\$ 10,632,103	\$ 12,789,566	\$ 2,157,463	10.04%	11.46%	1.42%

Board of Mayor and Aldermen
October 28, 2025

Item Memo



Consent Summary:

The developer, Blue Sky Communities, Inc., has delivered written request for the subdivision contract to be written for the minimum bond, meeting all requirements. On July 28, 2020, the Board of Mayor and Aldermen gave final approval of Ordinance 20-02 regarding new minimum bond requirements. The developer will pay \$45,400.00 in City fees. The minimum bond is set at \$566,917.17.

Formal Body:

Attachments:

SANCTUARY Contract Minimum Bond FINAL, Sanctuary minimum bond request signed, LOCATION MAP

**RESIDENTIAL SUBDIVISION CONTRACT
SANCTUARY SD, PHASE 1 MINIMUM BOND**

THIS AGREEMENT, made and executed this _____ day of _____, _____
between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to
as the CITY and BLUE SKY COMMUNITIES, INC, hereinafter referred to as the DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat
entitled: SANCTUARY SUBDIVISION, PHASE 1 dated OCTOBER 6, 2025, made by the
DEVELOPER; and

WHEREAS, the CITY PLANNING COMMISSION has approved the Construction
Plan and established certain conditions for approval of the Final Plat of said subdivision in
accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision
Regulations, one of which is the approval of this Development Contract by the CITY BOARD OF
MAYOR AND ALDERMEN; AND

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to
specify those detailed costs, division of responsibilities and maintenance and other conditions in
addition to the Subdivision Regulations and the Construction Plan, heretofore approved, according
to Law by the CITY PLANNING COMMISSION, said additional terms not to be considered as a
variance from or modification to regulations, plans or plat, as approved on the date of execution;
and

WHEREAS, this Subdivision Development Contract is entered into by the CITY at the instance of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Construction Plan, duly prepared by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

NOW, THEREFORE, in consideration of the promisee and mutual covenants of the parties herein contained, and other considerations herein recited, it is agreed and understood as follows:

GENERAL PROVISIONS

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.
3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without

the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

4. That in providing technical assistance, planning and review of subdivision development the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the subdivision.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.

6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivision. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be underground to pad mounted transformers located at the side property line between the houses. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.

8. That when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.

9. That for non-residential development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.

10. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said subdivision (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

11. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY PLANNING COMMISSION.

12. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

13. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

14. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this subdivision in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

15. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

17. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

18. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the subdivision, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made a part of this contract as if specifically set out. Said plans and development plat shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed

specifications, shall apply:

STREET PAVING/TRAFFIC CONTROL SIGNS

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations.

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 2 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 25)
2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the subdivision and shall be fabricated in accordance with the following Standards and Specifications.

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape, background with 3/4" white band around complete sign with 10" white letters. Sign post shall be set in ground minimum 48" bury, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Also, all signs needs to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations. Yield sign post shall be set in-ground, minimum 48" bury 7' from bottom of sign to top of asphalt.

SPEED LIMIT SIGNS: 24" x 30" white, high intensity tape background with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Certified sign company will make to State Department of Transportation and Manual of Uniform Traffic Control Devices Standard regulations. Signpost shall be 6' from bottom of sign to top of asphalt.

STREET NAME SIGNS: 9" aluminum plates, covered completely with green reflective tape, with 6" letters. All coves and dead end streets should have yellow ends with 1" black letters saying dead end. Street name signs should be 9' from bottom of sign to top of asphalt. Sign post shall have minimum 3 foot bury. All signs need to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

TRAFFIC POST: Green "U" Channel slotted post 12' long, standard thickness.

STREET NAME POST: 3" galvanized round post 12' long.

NOTE: When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off; they are not to extend above the top of the sign.

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER may permit individual builders for lots within the subdivision to assume all or part of the responsibility for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such

responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY, in which case the DEVELOPER shall be relieved of the requirement of such construction and installation. In the event that the DEVELOPER fails to comply with this provision of the contract or if the builder has not assumed such responsibility, the DEVELOPER shall remain fully responsible for completing the construction and installation of any or all improvements which have not been assumed by individual builders including any bonding or warranty requirements of the CITY.

4. That if it is not necessary to change an existing road grade and alignment the DEVELOPER shall only be required to construct drainage, curbs and gutters, grade, gravel, and place to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and place the full width of said street or road.

5. That the DEVELOPER shall complete all grading within the street right-of-way before the public utilities are installed.

6. That the DEVELOPER shall design and construct all private streets and roadways authorized within the development to standards equal to or greater than required by the Subdivision Regulations and Technical Specifications of the CITY. (OPTION PROVISION WHERE APPLICABLE)

7. That easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said subdivision. (OPTIONAL PROVISION WHERE APPLICABLE).

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. This final surface (1") will not be installed until 100% of the lots in the subdivision are built upon. Bond will be held until such time as the Final Surface is applied and all subdivision improvements are in place and accepted by the City Engineer.

IV

WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said subdivision from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory costs incident to the water service in and to said subdivision.
2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewerage system, water service system and with a qualified contractor licensed in the State of Tennessee, provided, however, DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens

against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed said filing sent to the CITY ATTORNEY.

V

WATER SERVICE EXPANSION FEE

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said subdivision.
2. Developer will pay a water connection fee of \$2,000.00 per lot.

VI

SEWER SERVICE

That the DEVELOPER shall pay to the CITY full and actual cost of labor and materials required or the DEVELOPER may proceed as under Section IV (2), herein, to install a State Board of Health approved sewerage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said subdivision, and sewer laterals to the front on each lot within the said subdivision. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said subdivision.

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of \$2,000.00 for each lot in said subdivision. Such fee shall be paid prior to approval of the Final Plat of said subdivision by the CITY PLANNING COMMISSION.

Also, the Developer shall pay a sewer system review fee of \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of \$25 per contract.

VIII

JEOPARDY OF BUILDING PERMITS

That should the DEVELOPER fail to complete any part of the work in a GOOD AND WORKMANLIKE MANNER, as approved by the CITY ENGINEER or to comply with any provision of this contract, then the CITY shall reserve the right to withhold and withdraw any or all building permits, water service and sewer service within the subdivision until all provisions of this contract have been fulfilled by the DEVELOPER.

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said subdivision. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.
2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after

notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

3. That the DEVELOPER shall maintain work sites within and without the subdivision in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said subdivision. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period.

X

EASEMENTS

The DEVELOPER will be required to obtain and furnish all necessary easements to the CITY OF BARTLETT to serve said subdivision, said easements to be in form, type, size and character acceptable to the CITY OF BARTLETT.

XI

TITLE TO WATER AND SEWER LINES

The CITY OF BARTLETT shall be granted title to the water and sewer lines and accessories to serve the subdivision, and also title to the water main and sewer mains and accessories (sewer lift station) within the subdivision when said systems are connected onto the existing system of the CITY OF BARTLETT.

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the subdivision. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.

2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the

Building Permit issued by the CITY.

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.

4. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channellized waters from or onto any property so as to damage or flood any property nor contribute to the same.

7. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the development.

8. Subject to the warranty provisions herein, after completion of the development and after final inspection and written construction approval, the CITY OF BARTLETT does thereafter accept responsibility for the maintenance of drainage improvements.

9. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the development including reasonable costs, litigation expenses and attorneys fees for defense of same.

10. The detention basin property for residential developments will be deeded free and clear of all liens and indebtedness to the City of Bartlett at the time the development is finalized. Detention basin property for commercial developments will remain the property of the development and its geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

11. The residential developer has the duty to maintain the detention basin until the City accepts the basin. A fully stabilized basin will be required prior to acceptance. Detention basin maintenance on commercial property will be the responsibility of the commercial property's land owner.

12. There is a drainage fee of \$250.00 per lot in residential subdivisions where detention is constructed and profiled on the property by the developer. If no detention basin is built, the drainage fee is \$500.00 per lot.

13. In Commercial Developments detention fees will be \$500.00 per ½ acre if basins are not Constructed and \$250 per ½ acre when constructed. Basins will be constructed unless waived by the Planning Commission.

14. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the detention basin during the warranty period of the development served by said basin.

15. Those developments approved by the Planning Commission for detention basins to be

constructed by the development and maintained by the development will not be assessed fees.

XIII

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the subdivision shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.
2. That the DEVELOPER shall remedy any defects in work and pay for 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 unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.
3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets until the final street paving is installed, (see Final Street Paving Requirements, Page 10 of 25). If the final street paving is not completed within the one (1) year warranty period, the street warranty will be extended until the final street paving is complete. The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.
4. That the DEVELOPER shall complete all work in this contract within 365 consecutive

calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

1. The Developer of the subdivision is responsible for the cost of street light installation. Prior to release of bond, Memphis Light, Gas and Water will submit a final installed cost of street lights. The City will then bill the Developer for the actual cost incurred for street light installation. Once the Developer pays this fee the City can reduce the bond to reflect this deduction.

XV

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Letter of Credit, or cash bond in the amount identified on Page 22 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

XVI

HOLD HARMLESS

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the subdivision, including reasonable costs, litigation expenses and attorney's fees for defense of same.

XVII

PARKLAND FEES

Developer will pay \$700.00 per lot for a parkland development fee or dedicate acceptable property to the City of Bartlett or other public agency for parkland set aside as outlined in City of Bartlett Subdivision Ordinance as amended May 4, 1992 and August 12, 1997.

SPECIAL CONDITIONS:

1. The DEVELOPER has delivered written request for this subdivision to be constructed using the approved Minimum Bond Requirements that received final approval at the BOARD OF MAYOR AND ALDERMAN on July 28, 2020. In this case the DEVELOPER will not be eligible to record the plat until all work is complete, this will allow work on the property without the city fully bonding that work as required in the previous section. A minimum bond has been set to cover contract requirements and bond only what is required in the right of way or work that is necessary to protect the public interest or are estimated amounts for future payment by the DEVELOPER. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously

allowed forms. Full requirements for bonded items are outlined in the amended Subdivision Ordinance.

2. Ordinance 25-02 as approved on June 10, 2025 reduced the subdivision contract fees to zero for City Subdivision Inspection, Sewer Connection Charge, Water Connection Fee, Water Plant Expansion, and Water System Engineering. This applied to all basin except the Fletcher Creek Basin.

XVIII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR: THE SANCTUARY SUBDIVISION, PHASE 1
--

I. Due at Execution of Subdivision Contract and before Construction Begins:

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost =	\$210,470.00)	<u>\$0.00</u> *
			*waived as per Special Condition 2
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost		<u>\$0.00</u> *
			*waived as per Special Condition 2
	b. Subdivision & site plan review fee @ \$175 per lot. 40 Lots		<u>\$7,000.00</u>
3	Sewer Review Fee - \$10 per lot or \$25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of \$25 per contract \$10.00 implies \$400.00 \$25.00 implies \$358.40		<u>\$400.00</u>
4	City Subdivision Inspection @ A: 3% of Full Development Cost or B: \$300.00 per Lot Whichever is greater Full Development Cost =	\$43,552.12 \$12,000.00 \$1,451,737.17	<u>\$0.00</u> *
			*waived as per Special Condition 2
5	Water Connection Fee @ \$2,000.00 per Lot 40 Lots	\$80,000.00	<u>\$0.00</u> *
			*waived as per Special Condition 2
6	Sewer Connection Fee @ \$2000.00 per Lot 40 Lots	\$80,000.00	<u>\$0.00</u> *
			*waived as per Special Condition 2
7	DRAINAGE BASIN- Tributary of Harrington Drainage Control Fee for those lots not served by a Detention Basin @ \$500.00 per Lot 0 Lots		<u>\$0.00</u>

***FEES WAIVED PER SPECIAL CONDITIONS.**

8	Drainage Control fee for lots served by a Detention Basin @ \$250.00 per Lot 40 Lots	\$10,000.00	<u>\$10,000.00</u>
9	City portion of Water Improvements		<u>\$0.00</u>
10	DISTRICT _____ 3 Park Land Development Fee @ \$700.00 per Lot 40 Lots	\$700.00	<u>\$28,000.00</u>
TOTAL DUE CITY			\$45,400.00

II. Due after date of Subdivision Contract and within 30 days after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost)		<u>\$207,939.17</u>
2. Street Light (Estimated at \$650.00 per lot) 40 Lots	Public	<u>\$26,000.00</u>
TOTAL DUE II		\$233,939.17

III. Upon Execution of Subdivision Contract and Before Construction Begins

MINIMUM BOND \$ 566,917.17

IV. Concurrent with release of lots for building permits.

1. Homeowners Association Bond:

To be retained from initial 50% bond reduction amount and held until HOA is turned over to residents in a formal meeting, and minutes from that meeting are provided to the City of Bartlett Planning and Engineering Offices. 40 Lots

HOA BOND \$ 65,000.00

LOT	#	\$/LOT	
1-25	25	\$ 2,000.00	\$ 50,000.00
26-75	15	\$ 1,000.00	\$ 15,000.00
75-	0	\$ 500.00	\$ -

The Minimum Required Bond is the greater of Item III. And IV. Above **\$566,917.17**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

CITY OF BARTLETT, MAYOR
DAVID PARSONS

BLUE SKY COMMUNITIES, INC

TYPED OR PRINTED SIGNATURE

ATTEST:

CITY CLERK

BONDING COMPANY

LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN _____

Blue Sky Communities Inc

177 Crescent Drive Collierville, TN 38017

10/3/2025

Ms. Erin Campbell, P.E.
Assistant City Engineer
City of Bartlett
6382 Stage Rd
Bartlett, TN 38134

Re: Sanctuary Phase 1 Minimum Bond

Ms. Erin,

This letter will serve as my official request, on behalf of Blue Sky Communities, to use a “minimum bond” on this project. Blue Sky Communities intends on completing all required items within the plans/ development agreement, before recording the final plat for this phase. If you have any questions or concerns, please reach out to me directly.

Thank you,

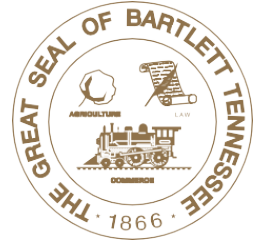
A handwritten signature in blue ink, appearing to read 'Corbin Peeper', is written over a horizontal line.

Corbin Peeper
Land Development Manager
Blue Sky Communities, Inc.



LOCATION MAP

Board of Mayor and Aldermen
October 28, 2025



Item Memo

Consent Summary:

We recommend awarding the bid for the Shadowlawn Park ADA Restroom & Concession Building to Nightwine Construction Company, Inc. in the amount of \$389,500 as their bid satisfies all the requirements as specified in the invitation to bid. Funds are available in Account 311.48311.780.51625.

Formal Body:

On September 19, 2025, an ad was placed in *The Daily News* for the construction of a new ADA compliant restroom and concession building in accordance to the bid specifications as one phase of the Shadowlawn Park Local Parks and Recreation Fund (LPRF) Grant through the State of Tennessee. On October 10, 2025, the City of Bartlett received thirteen (13) sealed bids, with eleven (11) qualified bids. One submission was disqualified as non-conforming for failure to properly label the sealed envelope and one submission was not accepted for failure to deliver prior to the published 2:00pm deadline. The bids were reviewed by the Parks Department for pricing and inclusion of the bid requirements, and it is our recommendation to award the bid for the Shadowlawn Park ADA Restroom & Concession Building to Nightwine Construction Company, Inc. for the amount of \$389,500 as their bid satisfies all the requirements as specified in the invitation to bid.

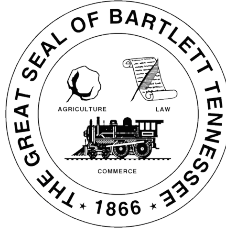
Funds are available in Account 311.48311.780.51625.

Thank you for your consideration.

Attachments:

SB FY2026-09-009 SHADOWLAWN PARK ADA RESTROOMS & CONCESSION BUILDING advertising, SB FY2026-09-009 SHADOWLAWN PARK ADA RESTROOMS & CONCESSION BUILDING bid book, FY2026-09-009 SHADOWLAWN PARK ADA RESTROOMS & CONCESSION BUILDING Addendum #1, SB FY2026-09-009 Shadowlawn Park ADA Restroom & Concessions Building bid tab

City of Bartlett, TN



INVITATION FOR SEALED BIDS

The City of Bartlett Parks & Recreation Department is seeking bids for a new ADA compliant restroom and concession building at Shadowlawn Park in accordance to the bid specifications and drawings prepared by S Berry Jones Architects. **Information and documents regarding this Bid are posted on the City's website at www.cityofbartlett.org. The Bid Document Received Form must be emailed to Paul Wright at pwright@cityofbartlett.org prior to submission of bid as stated in bid book.**

Sealed bids are to be received no later than **2:00 P.M. on Friday, October 10, 2025**. All bid packets (original and two copies) to be labeled **"FY2026-09-009 SHADOWLAWN PARK ADA RESTROOM & CONCESSION BUILDING"** and addressed as follows:

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

Questions regarding project scope and bid specifications must be **emailed** to Paul Wright, CPRE, at pwright@cityofbartlett.org and received no later than noon on October 6, 2025.

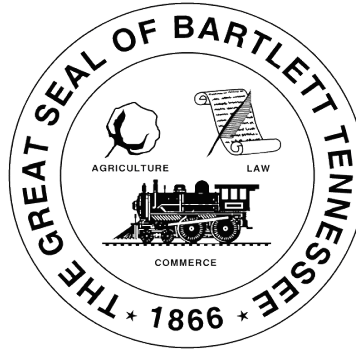
The City of Bartlett reserves the right to reject any and all bids and to waive any informality in the bidding process.

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

CITY OF BARTLETT

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

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



REQUEST FOR SEALED BIDS

SB # FY2026-09-009

DUE: Friday, October 10, 2025, no later than 2:00 p.m.

SHADOWLAWN PARK ADA RESTROOM & CONCESSION BUILDING Parks and Recreation

The City of Bartlett (City) is seeking bids to construct a new ADA restroom and concession building at Shadowlawn Park, located at 4734 Shadowlawn Road, Bartlett, Tennessee and must meet ADA compliancy 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 Friday, October 10, 2025**. All bid packets with an **original, clearly identified, and two copies**, must be labeled “**FY2026-09-009 SHADOWLAWN PARK ADA RESTROOM & CONCESSION BUILDING**” 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 Paul Wright at pwright@cityofbartlett.org. This document must be received no later than noon CST on October 6, 2025; failure to submit this form may disqualify you as a bidder.

Questions regarding construction plans and bid specifications must be **emailed** to Paul Wright at pwright@cityofbartlett.org and also must be received no later than noon CST on October 6, 2025.

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 construction of a new ADA restroom and concession building as outlined in the plans. General Contractor shall provide all materials and labor required to complete the project as per the written requirements.

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.

SHADOWLAWN PARK RESTROOMS

Sealed Bid #: FY2026-09-009

Due Date: October 10, 2025

- 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 – **FY2026-09-009 SHADOWLAWN PARK ADA RESTROOM & CONCESSION BUILDING**
Date of Bid Opening – **October 10, 2025**
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. October 10, 2025**, 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 Workers' 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) XCU (Explosion, Collapse, and Underground). 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.

A.6 Builder's Risk Insurance - All risk coverage based on the completed value of the project. Maximum deductible \$5,000 per loss.

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, 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. 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 work done must be in accordance with the contract documents and the City of Bartlett Technical Specifications and Code Requirements. The City of Bartlett Specifications have been recently modified. The City's Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within one hundred eighty **(180) days** after notice to proceed.

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 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.

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 a date to 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. SUBSURFACE CONDITIONS FOUND DIFFERENT

H.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 Engineer of such conditions before they are disturbed. The 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.

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. UTILITIES

L.1 Utilities shown were located in the field, 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.

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).

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- 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.

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

Title _____

PUBLIC ACTS 109
PUBLIC ACTS 2017, CHAPTER 817

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

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

Company Name (Proposer/Contractor)

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 2025.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

PUBLIC ACTS 775
(Boycott of Israel Act)

“By submission of this bid, each bidder and each person signing on behalf of any 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 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.”

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

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 2025.

Signed _____

Print Name _____

Title _____

My commission expires: _____, 20_____.

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

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 their certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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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 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 _____

Print Name_____

Signed _____

Title _____

NOTARY

Subscribed and sworn before me this ____ day of _____, 2025.

Signed_____ Print Name_____

Title _____

My commission expires: _____, 20____.

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

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 _____, 2025.

_____(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 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? _____

SHADOWLAWN PARK RESTROOMS

Sealed Bid #: FY2026-09-009

Due Date: October 10, 2025

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**

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 Paul Wright, Director, Parks and Recreation at 901-385-5590 – or other person as identified and confirmed during the Pre-Construction Meeting and Notice to Proceed.
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. **Note:** Shadowlawn Park waste containers shall not be used for any type of construction 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 Director, Parks and Recreation and all lien releases have been submitted and approved.

SHADOWLAWN PARK RESTROOMS

Sealed Bid #: FY2026-09-009

Due Date: October 10, 2025

SPECIAL CONDITIONS

- All work done must be in accordance with these contract conditions, the plans, and the specifications dated May 30, 2025 and as prepared by S. Berry Jones Architects – 1500 Union Avenue, Memphis, Tennessee 38104.
- Contractor will be responsible for obtaining the necessary permits (no fee) from Bartlett Code Enforcement **PRIOR TO CONSTRUCTION START DATE.**

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. Suspension and Debarment Certification Form – DCF-1 to DCF-3
6. Non-Collusion Affidavit of Principal Bidder—NCA-1
7. Contract Monitoring – CM-1 to CM-3
8. Title VI Plan – Title VI-1
9. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
10. Bid Pricing Sheet—BPS-1
11. Current year, signed W-9 form (IRS form Rev. March 2024)
12. Past Project References of Similar Work

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 – Shadowlawn Park ADA Restroom & Concession Building**, 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 **one-hundred eighty (180)** consecutive calendar days thereafter as stipulated in the specifications. 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.

SHADOWLAWN PARK RESTROOMS

Sealed Bid #: FY2026-09-009

Due Date: October 10, 2025

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:

SHADOWLAWN PARK RESTROOMS				
Item No.	Description	Unit	Quantity	Total
1	Base Bid – New Restrooms and Concessions. All work required by plans/specifications.	Lump sum	1	
2	Unforeseen Conditions Allowance Of \$50,000.00	Allowance	1	\$50,000.00

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: FY2026-09-009 SHADOWLAWN PARK ADA RESTROOM AND CONCESSION BUILDING.

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2025 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 _____, 2025.

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 _____, 2025.

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:

**FY2026-09-009 SHADOWLAWN PARK ADA RESTROOM AND
CONCESSION BUILDING**

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 _____, 2025.

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

SHADOWLAWN PARK RESTROOMS

Sealed Bid #: FY2026-09-009

Due Date: October 10, 2025

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: FY2026-09-009 SHADOWLAWN PARK ADA RESTROOM AND CONCESSION BUILDING

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2025, on or before _____, 2025 and you are to complete the WORK within 180 (one-hundred eighty) 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 _____ 2025.

By: _____

Print Name: _____

Title: _____

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2025 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 **FY2026-09-009 SHADOWLAWN PARK ADA RESTROOM AND CONCESSION BUILDING.**
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 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 prepared or issued by **S. Berry Jones Architects, 1500 Union Avenue, Memphis, TN 38104, (901) 340-1229, and dated May 30, 2025.**

(M) ADDENDA: NO. _____, Dated _____, 2025.

- 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.
- 8. The City will provide the Awarded Contractor with up to (3) three sets of plans and specifications. Note: Any additional sets will be provided at the cost of reproduction.

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____



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

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

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

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

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

☐ **Recreation Trail Program (RTP)** ☐ **Other** _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantee's Authorized Representative:
(USUALLY MAYOR)

Signature

Print Name

Title

Date

CONTRACTOR: _____

Signature

Print Name

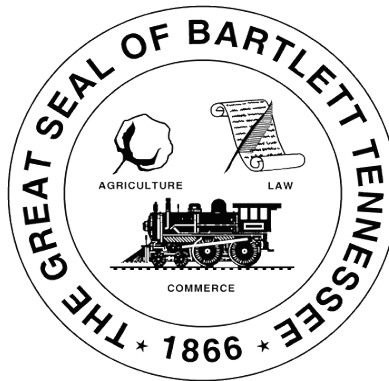
Title

Date

CITY OF BARTLETT

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

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



ADDENDUM #1

SB # FY2026-09-009

DUE: Friday, October 10, 2025, no later than 2:00 p.m.

SHADOWLAWN PARK ADA RESTROOM & CONCESSION BUILDING Parks and Recreation

Issued October 7, 2025

The Shadowlawn Park ADA Restrooms & Concession Building bid is being modified to reflect the following changes and clarifications. All contractors/proposers shall acknowledge receipt of the addendum by placing the addenda dates and addenda numbers on the outside of their proposal envelope.

Q: As per SLD sheet E1, Panel A is indicated as a 200A MCB, whereas the panel schedule shows it as a 200A MLO. Please confirm the correct configuration for Panel A (MCB or MLO) so we can proceed with accurate implementation.

A: Panel to be MCB per single line. Locate panel to be in storage room directly behind meter on exterior wall.

Q: As per SLD and panel schedule sheet E1, Panel A is specified as 2PH, 3W. However, the feeder is shown as (4#3/0, #4, 2" C). Since Panel A is 2PH, 3W, the feeder should be (3#3/0, #4, 2" C). Please confirm the correct feeder size so we can proceed accordingly.

A: The correct feeder size is to be 3#3/0, #4, 2" C.

Q: The locations of the meter and utility transformer are not indicated on the plans. Kindly confirm their exact locations so we can proceed with coordination and feeder installation.

A: Coordinate location of meter and utility transformer with MLGW.

Q: Please confirm whether the Electrical Contractor (EC) is responsible for providing the primary conduit. If so, kindly confirm the location of the utility pole and the required size of the primary conduit so we can proceed with proper routing and installation.

A: Contractor to provide conduit. Coordinate with MLGW on location of the service utility pole. Locate panel to be in storage room directly behind meter on exterior wall.

Q: On page P-3 of the drawings, the key notes for the water and sewer mention referring to the civil series for services to the building. However, it appears that the civil drawings are not included in the plans we received. Could you please clarify if we should terminate the water and sewer outside the exterior wall, or if there are additional civil drawings that will be sent?

A: Water and sewer will be terminated outside exterior wall.

Q: Missing spec section for the roll-up doors.

A: Roll-A-Shield manufactures the doors to be used. See pages 2 and 3 for specs on the doors to be used. For additional information, please contact:

David Marshall
Roll-A-Shield

480-253-8459 Cell
602-396-4287 ext 113 Office

www.rollashield.com

Q: Is there a specific color for the Eco-Grip floors?

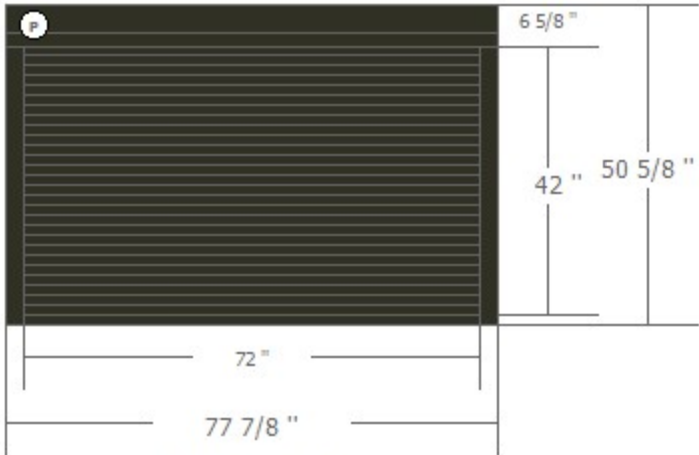
A: "Mesa" color is to be used for the floors in the restrooms and concession areas.

Shop drawings
- Roll shutter -

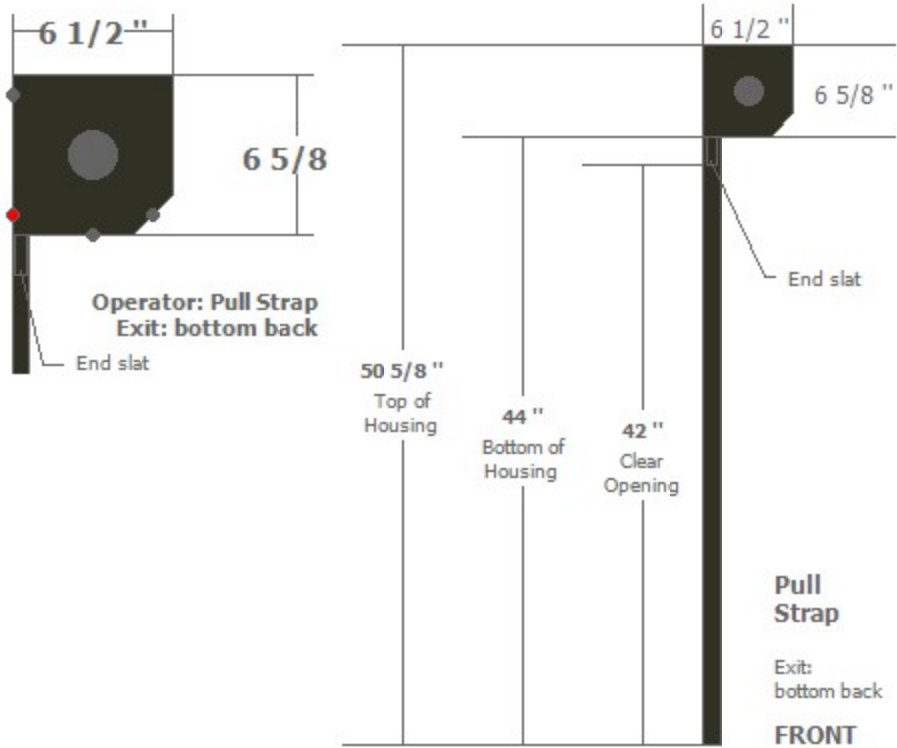
Order	Q202510-3474
Project	Sidney Berry Jones
Customer	Sidney Berry Jones
Sales person	

Order date	10/7/2025
Manufacturing date	
Devilery date	

Item	001
Box	box 6.5" in Bronze
Guide rail	EMS End Retention Guiderail in Bronze
Slats	63MM Single Wall Extruded in Bronze 19 solid slats
Endslat	Mini in Bronze
Control	with Key Lock on box side
Location	Pull Strap left Service Counter
Furring	



Total slats : 19

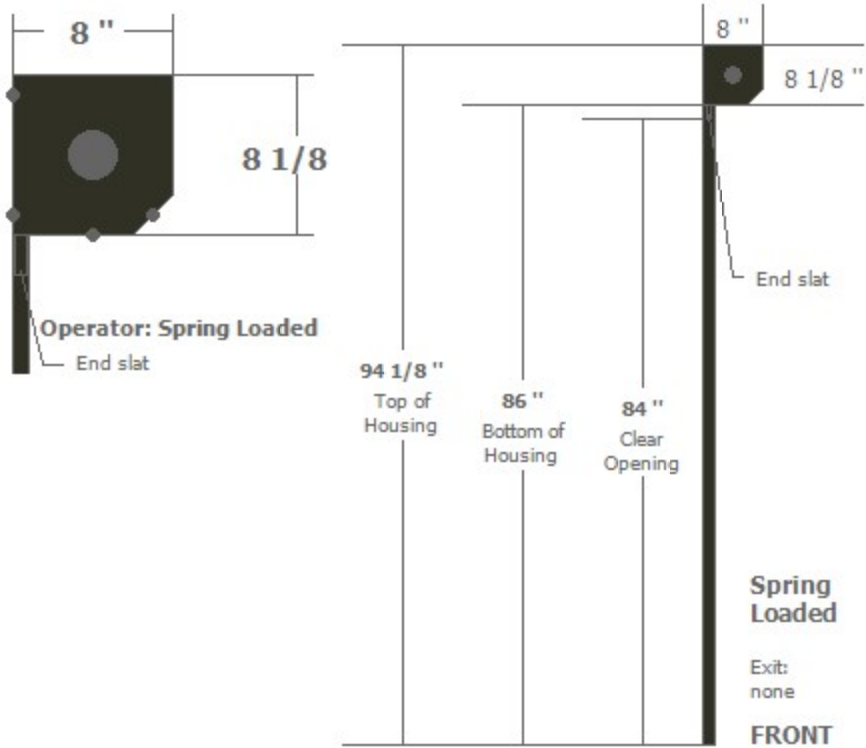
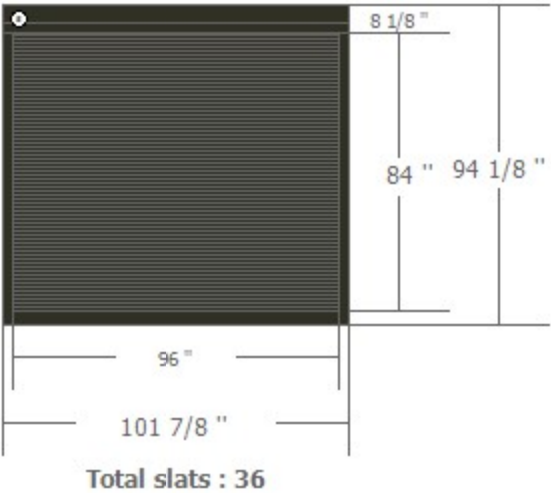


Shop drawings
- Roll shutter -

Order	Q202510-3474
Project	Sidney Berry Jones
Customer	Sidney Berry Jones
Sales person	

Order date	10/7/2025
Manufacturing date	
Devilery date	

Item	002
Box	box 8.0" in Bronze
Guide rail	EMS End Retention Guiderail in Bronze
Slats	63MM Single Wall Extruded in Bronze 36 solid slats
Endslat	EMS Base Slat in Bronze
Control	with Key Lock on box side
Location	Spring Loaded left Storage Room
Furring	



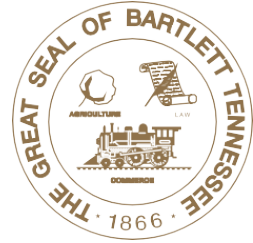
FY2026-09-009 Shadowlawn Park ADA Restroom & Concession Building
Out for bid: 9/19/2025 Bid deadline: 2pm, 10/10/2025

Contractor	Contractor License#	Total Base Bid	Unforeseen Conditions	Total Bid Price
A & B Construction Co., Inc.	37516	\$ 439,652.00	\$ 50,000.00	\$ 489,652.00
Access Builders, LLC	64409	\$ 839,100.00	\$ 50,000.00	\$ 889,100.00
Andrews Investments, LLC	66440	disqualified - bid not submitted prior to 2pm deadline	\$ 50,000.00	\$ -
B. Harmon Construction LLC	80570	non-compliant bid packet (envelope not correctly labeled)	\$ 50,000.00	\$ -
Barnes & Brower, Inc.	52754	\$ 418,577.00	\$ 50,000.00	\$ 468,577.00
Fifer and Associates, Inc.	46462	\$ 399,627.00	\$ 50,000.00	\$ 449,627.00
Grinder, Taber & Grinder, Inc.	10555	\$ 489,000.00	\$ 50,000.00	\$ 539,000.00
Memphis Custom Management (MCM)	75895	\$ 427,357.50	\$ 50,000.00	\$ 477,357.50
Traditional Construction Company, Inc.	22414	\$ 426,000.00	\$ 50,000.00	\$ 476,000.00
ViktorHall Construction	63403	\$ 432,776.00	\$ 50,000.00	\$ 482,776.00
Wagner General Contractors, Inc.	47587	\$ 493,000.00	\$ 50,000.00	\$ 543,000.00
Zellner Construction Services, LLC	56709	\$ 475,000.00	\$ 50,000.00	\$ 525,000.00
Nightwine Construction Co., Inc*	28271	\$ 339,500.00	\$ 50,000.00	\$ 389,500.00

*recommend for award

Board of Mayor and Aldermen
October 28, 2025

Item Memo



Consent Summary:

We recommend awarding the bid for the Shadowlawn Park Sitework to ViktorHall Construction in the amount of \$378,000 as their bid satisfies all the requirements as specified in the invitation to bid. Funds are available in Account 311.48311.780.51625.

Formal Body:

On September 30, 2025, an ad was placed in *The Daily News* to complete the sitework at Shadowlawn Park in accordance to the bid specifications as one phase of the Shadowlawn Park Local Parks and Recreation Fund (LPRF) Grant through the State of Tennessee. Sitework includes grading and installation of ADA concrete walkways and ADA parking spaces as outlined in the civil drawings. On October 21, 2025, the City of Bartlett received eight (8) qualifying sealed bids. The bids were reviewed by the Parks Department for pricing and inclusion of the bid requirements, and it is our recommendation to award the bid for the Shadowlawn Park Sitework to ViktorHall Construction in the amount of \$378,000 as their bid satisfies all the requirements as specified in the invitation to bid.

Funds are available in Account 311.48311.780.51625.

Thank you for your consideration.

Attachments:

SHADOWLAWN PARK SITEWORK advertising template, SB FY2026-09-010
SHADOWLAWN PARK SITEWORK bid book, SB FY2026-09-010 Shadowlawn Park
Sitework Civil Drawings 2025-09-25, SB FY2026-09-010 Shadowlawn Sitework bid tab

City of Bartlett, TN



INVITATION FOR SEALED BIDS

The City of Bartlett Parks & Recreation Department is seeking bids to complete the sitework at Shadowlawn Park in accordance to the bid specifications. Sitework includes grading and installation of ADA concrete walkways and ADA parking spaces as outlined in the civil drawings.

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 Tuesday, October 21, 2025**. All bid packets (original and two copies) to be labeled **"FY2026-09-010 SHADOWLAWN PARK SITEWORK"** and addressed as follows:

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

Questions regarding general bid information, project scope or bid specifications must be **emailed** to Paul Wright, CPRE, at pwright@cityofbartlett.org and received no later than noon on October 14, 2025.

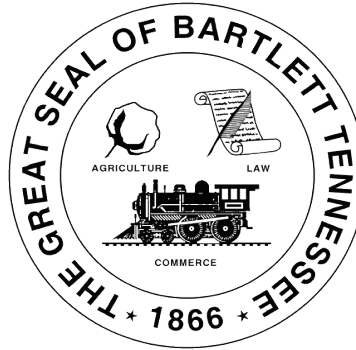
The City of Bartlett reserves the right to reject any and all bids and to waive any informality in the bidding process.

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

CITY OF BARTLETT

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

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



REQUEST FOR SEALED BIDS

SB # FY2026-09-010

DUE: Tuesday, October 21, 2025, no later than 2:00 p.m.(CST)

SHADOWLAWN PARK SITEWORK Parks and Recreation

The City of Bartlett (City) is seeking bids to complete the sitework at Shadowlawn Park, located at 4734 Shadowlawn Road, Bartlett, Tennessee in accordance to the bid specifications. Sitework includes grading and installation of ADA concrete walkways and ADA parking spaces as outlined in the civil drawings.

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NOTICE TO BIDDERS

Sealed Bids are to be received no later than 2:00 P.M. on **Tuesday, October 21, 2025**. All bid packets with an **original, clearly identified, and two copies**, must be labeled “**FY2026-09-010 SHADOWLAWN PARK SITEWORK**” 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 Paul Wright at pwright@cityofbartlett.org. This document must be received no later than noon CST on October 14, 2025; failure to submit this form may disqualify you as a bidder.

Questions regarding construction plans and bid specifications must be **emailed** to Paul Wright at pwright@cityofbartlett.org and also must be received no later than noon CST on October 14, 2025.

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 grading and installation of ADA concrete walkways and ADA parking spaces as outlined in the civil drawings. All work to be done in accordance with the drawings and the City's Technical Specifications which can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.

1. USE OF BID FORMS

These Contract documents include a complete set of Bidding and Contract forms, which are for the convenience of bidders. Complete the Certification of Contractor form with the Local Park & Recreation Fund (LPRF) box checked.

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.

SHADOWLAWN PARK SITEWORK

Sealed Bid #: FY2026-09-010

Due Date: October 21, 2025

- 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 – **FY2026-09-010 SHADOWLAWN SITEWORK**
Date of Bid Opening – **October 21, 2025**
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. October 21, 2025** 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) XCU (Explosion, Collapse, and Underground). 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.

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, 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. 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 work done must be in accordance with the contract documents and the City of Bartlett Technical Specifications and Code Requirements. The City of Bartlett Specifications have been recently modified. The City's Technical Specifications can be downloaded for free from the City of Bartlett website at <https://www.cityofbartlett.org/documentcenter/view/3875>.

D. TIME OF COMPLETION

D.1 Construction is to begin within ten (10) days after Notice to Proceed is issued and all construction is to be completed within ninety **(90) days** after notice to proceed.

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 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.

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 a date to 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 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 **\$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. SUBSURFACE CONDITIONS FOUND DIFFERENT

H.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 Engineer of such conditions before they are disturbed. The 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.

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. UTILITIES

L.1 Utilities shown were located in the field, 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.

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).

SHADOWLAWN PARK SITEWORK

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- 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.

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

Title _____

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

Company Name (Proposer/Contractor)

Print Name _____

Signed _____

Title _____

NOTARY

Subscribed and sworn before me this _____ day of _____, 2025.

Signed _____ Print Name _____

Title _____

My commission expires: _____, 20____.

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

PUBLIC ACTS 775
(Boycott of Israel Act)

“By submission of this bid, each bidder and each person signing on behalf of any 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 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.”

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

Company Name (Proposer/Contractor)

Print Name

Signed

Title

Subscribed and sworn before me this _____ day of _____, 2025.

Signed

Print Name

Title

My commission expires:

, 20

.

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

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 their 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 _____

Print Name_____

Signed _____

Title _____

NOTARY

Subscribed and sworn before me this ____ day of _____, 2025.

Signed_____ Print Name_____

Title _____

My commission expires: _____, 20____.

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

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 _____, 2025.

_____(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? _____

SHADOWLAWN PARK SITEWORK

Sealed Bid #: FY2026-09-010

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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**

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 Paul Wright, Director, Parks and Recreation at 901-385-5590 – or other person as identified and confirmed during the Pre-Construction Meeting and Notice to Proceed.
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. **Note:** Shadowlawn Park waste containers shall not be used for any type of construction 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 Director, Parks and Recreation and all lien releases have been submitted and approved.

SHADOWLAWN PARK SITEWORK

Sealed Bid #: FY2026-09-010

Due Date: October 21, 2025

SPECIAL CONDITIONS

- All work done must be in accordance with these contract conditions, the plans, and the specifications dated September 25, 2025 and as prepared by EFI Global, Inc.
- Contractor will be responsible for obtaining the necessary permits (no fee) from Bartlett Code Enforcement **PRIOR TO CONSTRUCTION START DATE.**

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. Suspension and Debarment Certification Form – DCF-1 to DCF-3
6. Non-Collusion Affidavit of Principal Bidder—NCA-1
7. Contract Monitoring – CM-1 to CM-3
8. Title VI Plan – Title VI-1
9. Bid Bond—BB-1 AND BB-2, OR OTHER APPROVED FORMS
10. Bid Pricing Sheet—BPS-1
11. Current year, signed W-9 form (IRS form Rev. March 2024)
12. Past Project References of Similar Work

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 – Shadowlawn Park Sitework**, 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 **one-hundred eighty (180)** consecutive calendar days thereafter as stipulated in the specifications. 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):

¹Insert corporation, partnership or individual as applicable.

SHADOWLAWN PARK SITEWORK
Sealed Bid #: FY2026-09-010
Due Date: October 21, 2025

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:

SHADOWLAWN PARK SITEWORK				
Item No.	Description	Unit	Quantity	Total
1	Base Bid (Site Work) All work identified in the Civil Sheets for Base Bid	Lump sum	1	
2	Unforeseen Conditions Allowance Of \$20,000.00	Allowance	1	\$20,000.00

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: **FY2026-09-010 SHADOWLAWN PARK SITEWORK.**

The CITY has considered the BID submitted by _____ for the above-described WORK in response to its Advertisement for Bids dated _____, 2025 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 _____, 2025.

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 _____, 2025.

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:

FY2026-09-010 SHADOWLAWN PARK SITEWORK

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 _____, 2025.

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

SHADOWLAWN PARK SITEWORK

Sealed Bid #: FY2026-09-010

Due Date: October 21, 2025

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: FY2026-09-010 SHADOWLAWN PARK SITEWORK

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2025, on or before _____, 2025 and you are to complete the WORK within 90 (ninety) 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 _____ 2025.

By: _____

Print Name: _____

Title: _____

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2025 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 **FY2026-09-010 SHADOWLAWN PARK SITEWORK**.
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 ninety (90) 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)) Civil drawings prepared or issued by **Roy Lamica, EFI Global, Inc., 7975 Stage Hills Blvd, Ste. 1, Bartlett, TN 38133, (901) 729-1304, and dated September 25, 2025.**

(M) ADDENDA: NO. _____, Dated _____, 2025.

- 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.
- 8. The City will provide the Awarded Contractor with up to (3) three sets of plans and specifications. Note: Any additional sets will be provided at the cost of reproduction.

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____



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantee's Authorized Representative:
(USUALLY MAYOR)

Signature

Print Name

Title

Date

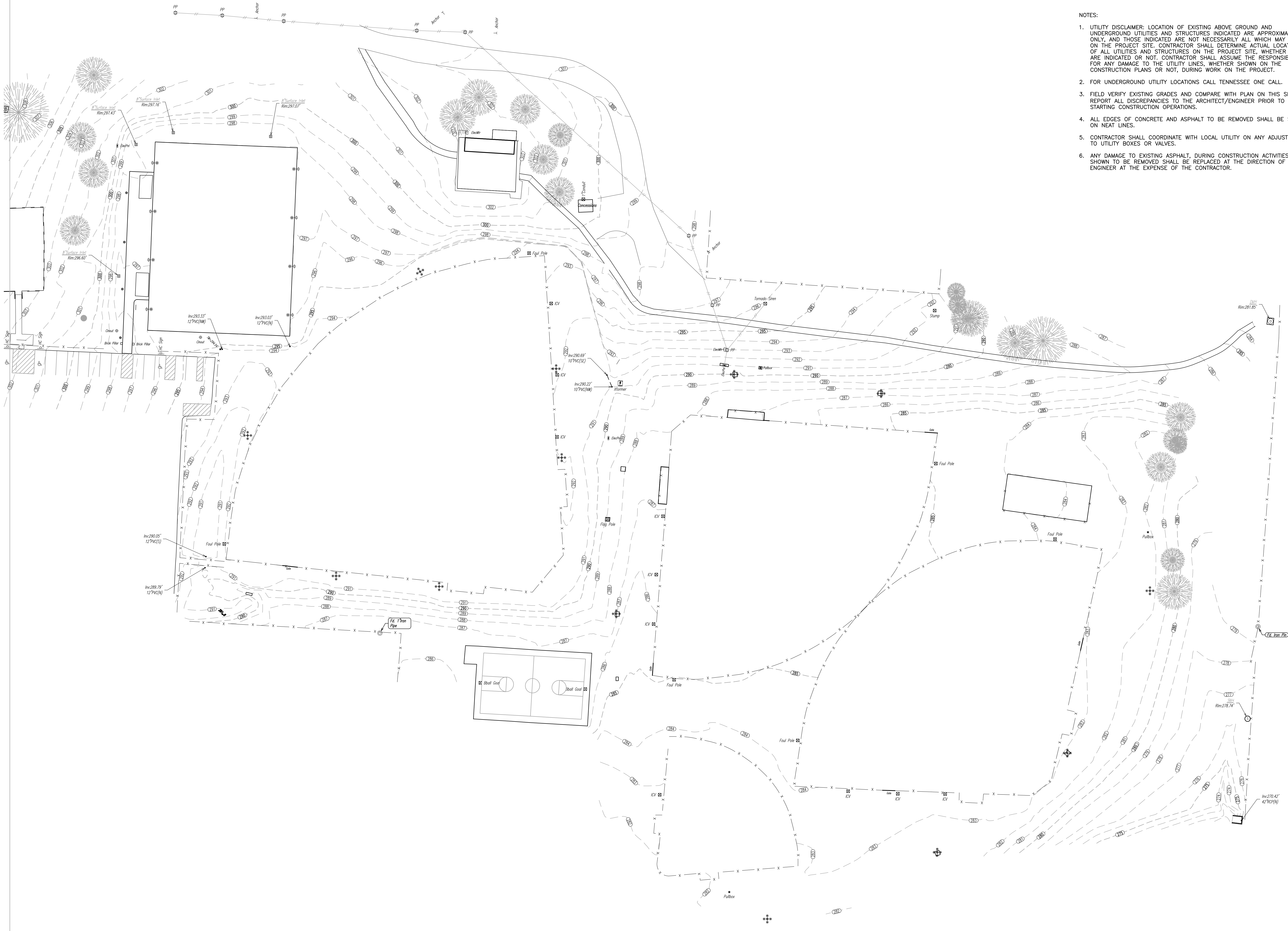
CONTRACTOR: _____

Signature

Print Name

Title

Date



- NOTES:
1. UTILITY DISCLAIMER: LOCATION OF EXISTING ABOVE GROUND AND UNDERGROUND UTILITIES AND STRUCTURES INDICATED ARE APPROXIMATE ONLY, AND THOSE INDICATED ARE NOT NECESSARILY ALL WHICH MAY EXIST ON THE PROJECT SITE. CONTRACTOR SHALL DETERMINE ACTUAL LOCATIONS OF ALL UTILITIES AND STRUCTURES ON THE PROJECT SITE, WHETHER THEY ARE INDICATED OR NOT. CONTRACTOR SHALL ASSUME THE RESPONSIBILITY FOR ANY DAMAGE TO THE UTILITY LINES, WHETHER SHOWN ON THE CONSTRUCTION PLANS OR NOT, DURING WORK ON THE PROJECT.
 2. FOR UNDERGROUND UTILITY LOCATIONS CALL TENNESSEE ONE CALL.
 3. FIELD VERIFY EXISTING GRADES AND COMPARE WITH PLAN ON THIS SHEET. REPORT ALL DISCREPANCIES TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION OPERATIONS.
 4. ALL EDGES OF CONCRETE AND ASPHALT TO BE REMOVED SHALL BE SAWCUT ON NEAT LINES.
 5. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY ON ANY ADJUSTMENTS TO UTILITY BOXES OR VALVES.
 6. ANY DAMAGE TO EXISTING ASPHALT, DURING CONSTRUCTION ACTIVITIES, NOT SHOWN TO BE REMOVED SHALL BE REPLACED AT THE DIRECTION OF THE ENGINEER AT THE EXPENSE OF THE CONTRACTOR.

Project Number 2023061

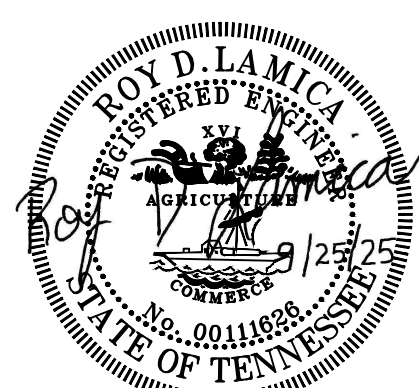
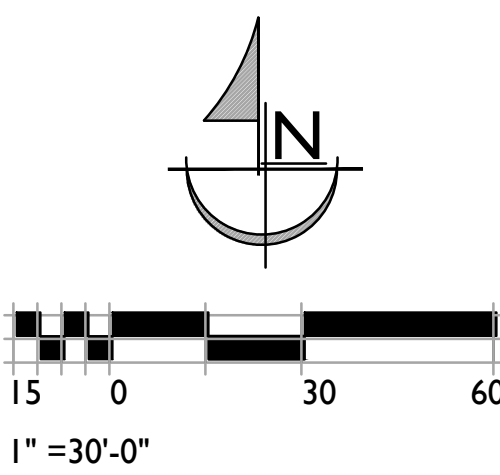
revised:

project title



Shadowlawn
Park
New ADA Restroom
and ADA Park
Pathways

project scales



September 25, 2025

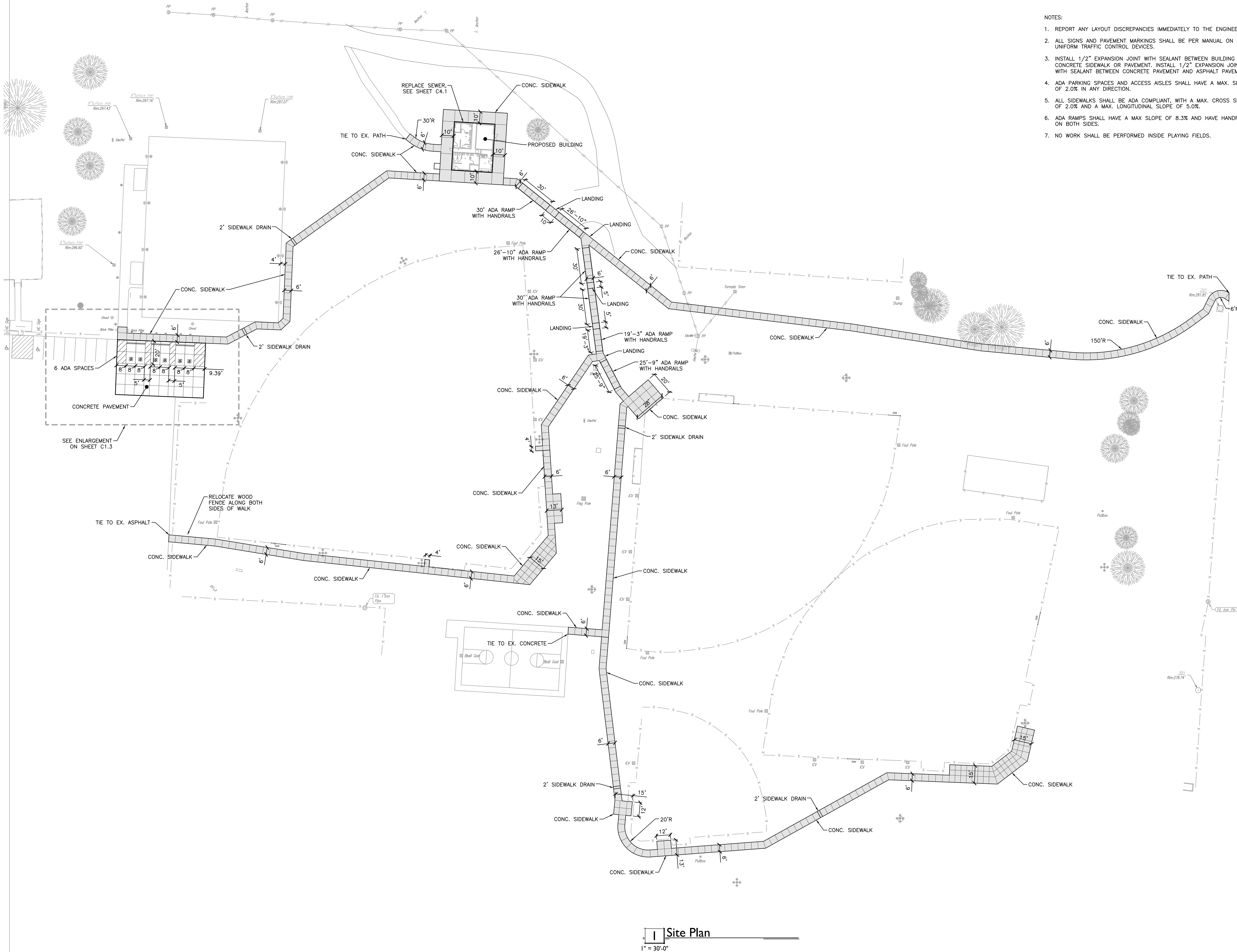
sheet title

Existing Conditions Plan

sheet number

C0.1

Existing Conditions Plan
1" = 30'-0"



- NOTES:
1. REPORT ANY LAYOUT DISCREPANCIES IMMEDIATELY TO THE ENGINEER.
 2. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE PER MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 3. INSTALL 1/2" EXPANSION JOINT WITH SEALANT BETWEEN BUILDING AND CONCRETE SIDEWALK OR PAVEMENT. INSTALL 1/2" EXPANSION JOINT WITH SEALANT BETWEEN CONCRETE PAVEMENT AND ASPHALT PAVEMENT.
 4. ADA PARKING SPACES AND ACCESS AISLES SHALL HAVE A MAX. SLOPE OF 2.0% IN ANY DIRECTION.
 5. ALL SIDEWALKS SHALL BE ADA COMPLIANT, WITH A MAX. CROSS SLOPE OF 2.0% AND A MAX. LONGITUDINAL SLOPE OF 5.0%.
 6. ADA RAMPS SHALL HAVE A MAX SLOPE OF 8.3% AND HAVE HANDRAILS ON BOTH SIDES.
 7. NO WORK SHALL BE PERFORMED INSIDE PLAYING FIELDS.

Project Number 2023061

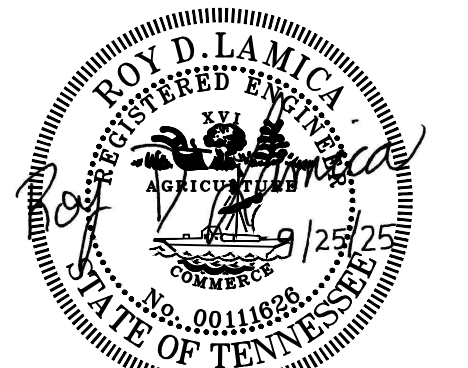
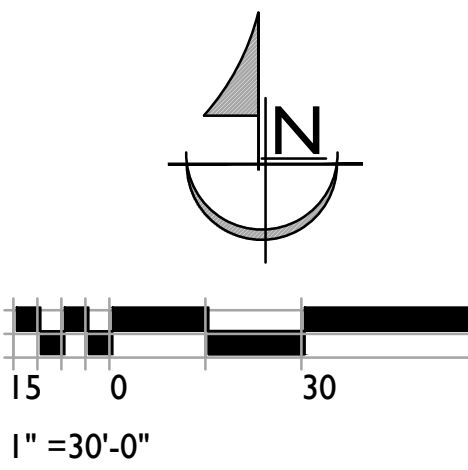
revised:

project title



Shadowlawn
Park
New ADA Restroom
and ADA Park
Pathways

project scales



September 25, 2025

sheet title

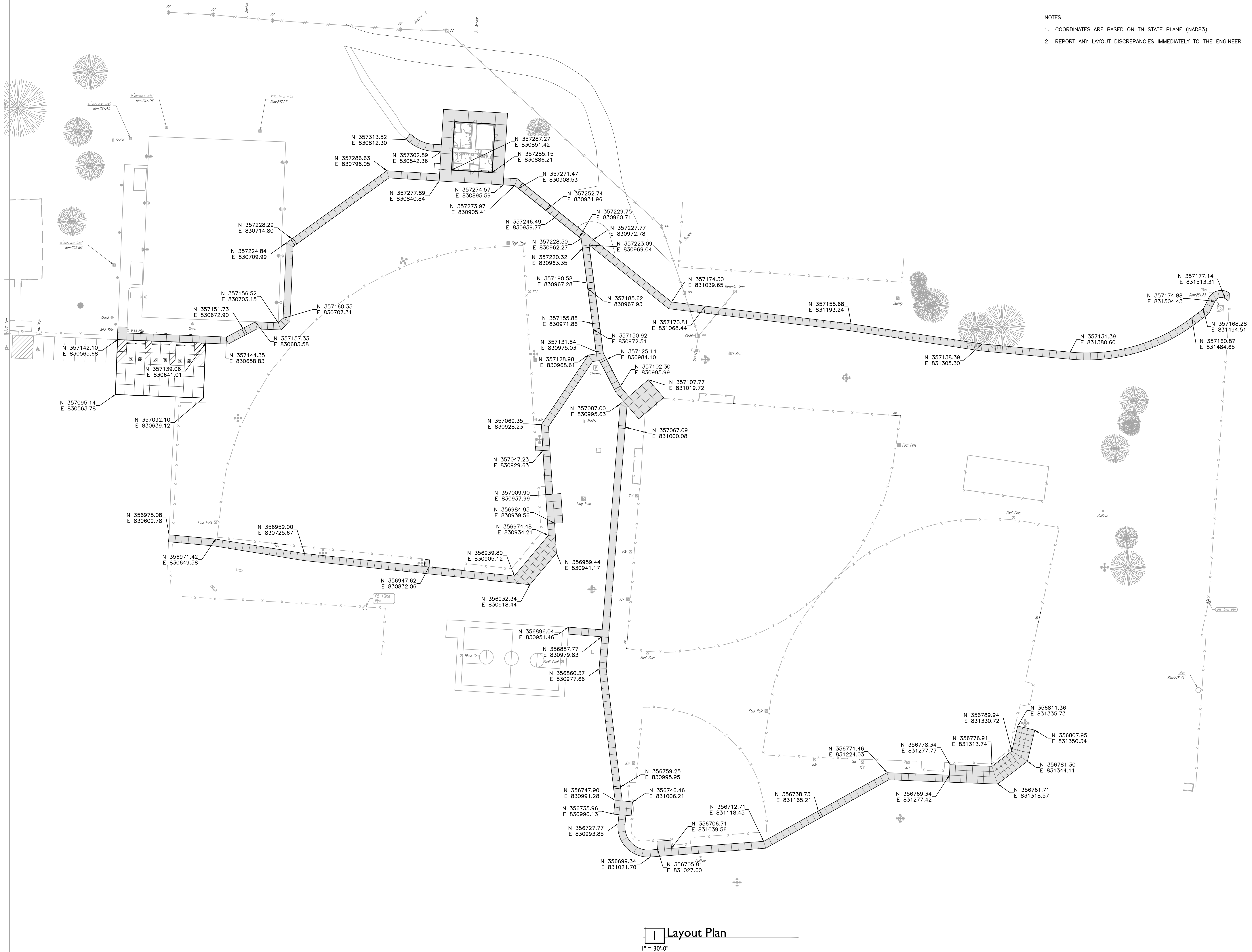
Site Plan

sheet number

C1.1

1 Site Plan

1" = 30'-0"



- NOTES:
- COORDINATES ARE BASED ON TN STATE PLANE (NAD83)
 - REPORT ANY LAYOUT DISCREPANCIES IMMEDIATELY TO THE ENGINEER.

Project Number 2023061

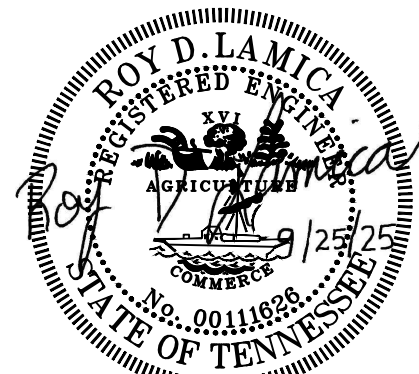
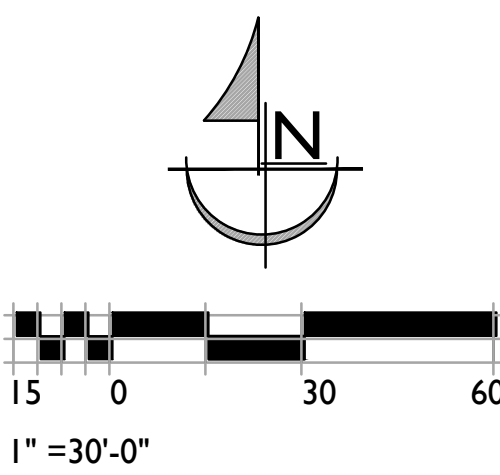
revised:

project title



Shadowlawn
Park
New ADA Restroom
and ADA Park
Pathways

project scales



September 25, 2025

sheet title

Layout Plan

sheet number

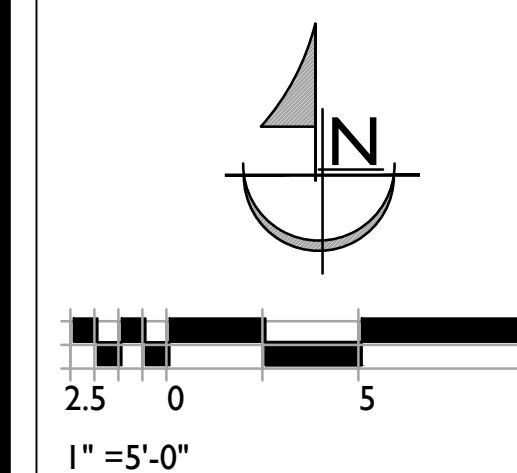
CI.2

Layout Plan
1" = 30'-0"

revised:

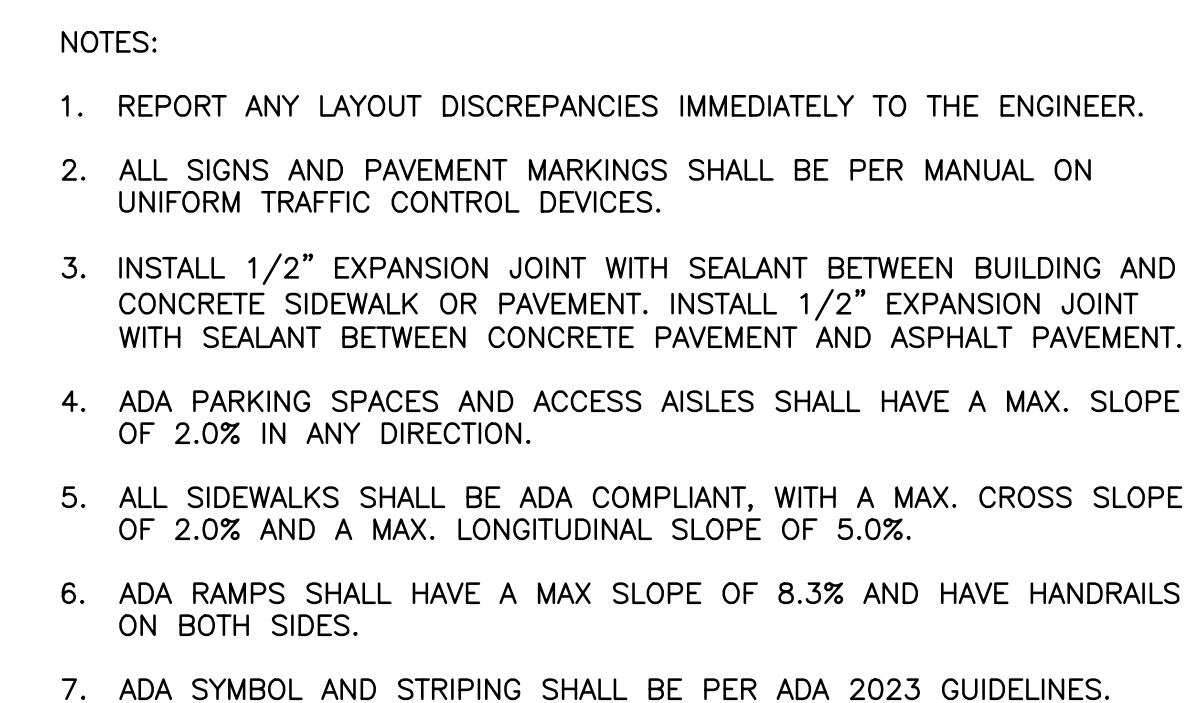
New ADA Restroom
and ADA Park
Pathways

	project scales
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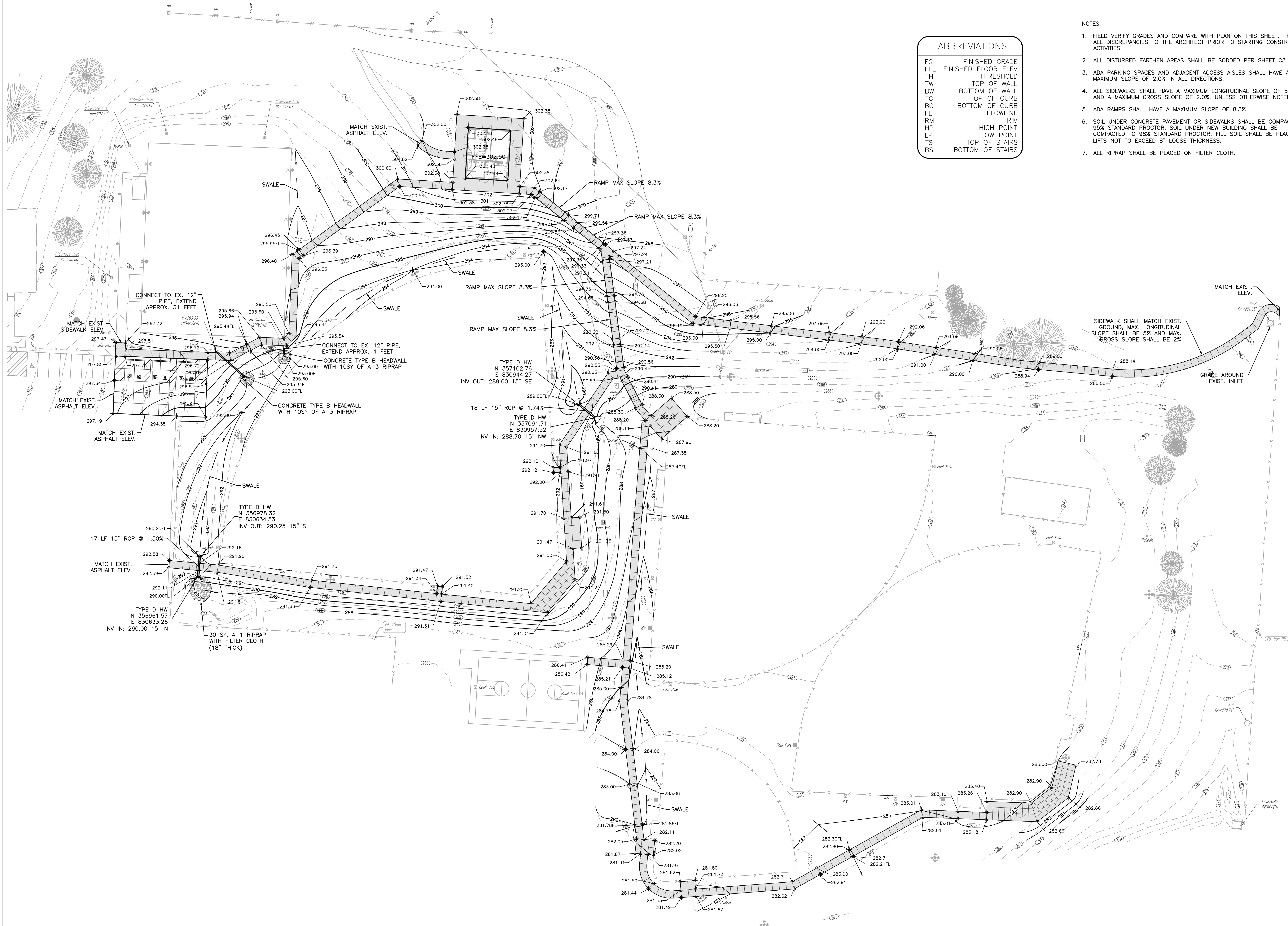


sheet title	Site Plan Enlargement
-------------	-----------------------

CI.3



 **Site Plan Enlargement**
1" = 5'-0"



ABBREVIATIONS	
FG	FINISHED GRADE
FFE	FINISHED FLOOR ELEV
TH	THRESHOLD
TW	TOP OF WALL
BW	BOTTOM OF WALL
TC	TOP OF CURB
BC	BOTTOM OF CURB
FL	FLOWLINE
RM	RIM
HP	HIGH POINT
LP	LOW POINT
TS	TOP OF STAIRS
BS	BOTTOM OF STAIRS

- NOTES:
1. FIELD VERIFY GRADES AND COMPARE WITH PLAN ON THIS SHEET. REPORT ALL DISCREPANCIES TO THE ARCHITECT PRIOR TO STARTING CONSTRUCTION ACTIVITIES.
 2. ALL DISTURBED EARTHEN AREAS SHALL BE SODDED PER SHEET C3.2.
 3. ADA PARKING SPACES AND ADJACENT ACCESS AISLES SHALL HAVE A MAXIMUM SLOPE OF 2.0% IN ALL DIRECTIONS.
 4. ALL SIDEWALKS SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5.0% AND A MAXIMUM CROSS SLOPE OF 2.0%, UNLESS OTHERWISE NOTED.
 5. ADA RAMPS SHALL HAVE A MAXIMUM SLOPE OF 8.3%.
 6. SOIL UNDER CONCRETE PAVEMENT OR SIDEWALKS SHALL BE COMPACTED TO 95% STANDARD PROCTOR. SOIL UNDER NEW BUILDING SHALL BE COMPACTED TO 98% STANDARD PROCTOR. FILL SOIL SHALL BE PLACED IN LIFTS NOT TO EXCEED 8" LOOSE THICKNESS.
 7. ALL RIPRAP SHALL BE PLACED ON FILTER CLOTH.

7975 Stage Hills Blvd., Suite 1 • Memphis, TN 38133
P: (901) 377-0984 • www.efiglobal.com

Project Number 2023061

Revised:

Project Title

Shadowlawn Park
New ADA Restroom
and ADA Park
Pathways

Project Scales

1" = 30'-0"

September 25, 2025

Sheet Title
Grading and Drainage Plan

Sheet Number
C2.1

Grading and Drainage Plan
1" = 30'-0"

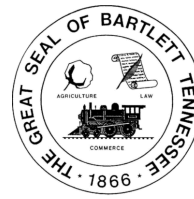


- NOTES:
1. ALL DISTURBED EARTHEN AREAS SHALL BE SODDED.
 2. EROSION CONTROL MEASURES SHOWN ARE MINIMUM AND DO NOT ACCOUNT FOR THE CONTRACTOR'S SEQUENCE OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR MODIFYING THE EROSION CONTROL MEASURES AS REQUIRED FOR CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE REQUIRED TO MAINTAIN EROSION AS REQUIRED BY TDEC.
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION CONTROL INSPECTIONS AND REPORTING AS REQUIRED BY TDEC. TYPICAL INSPECTIONS ARE TWICE A WEEK.
 4. CONTRACTOR SHALL ONLY USE PROPOSED CONSTRUCTION ENTRANCE FOR INGRESS/EGRESS FROM THE SITE.

Project Number 2023061

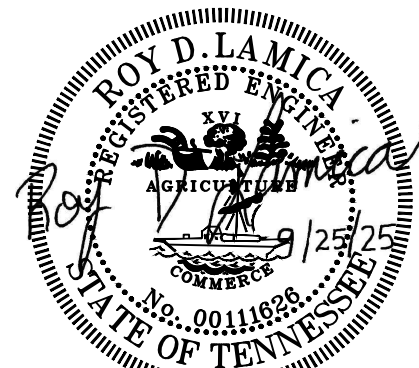
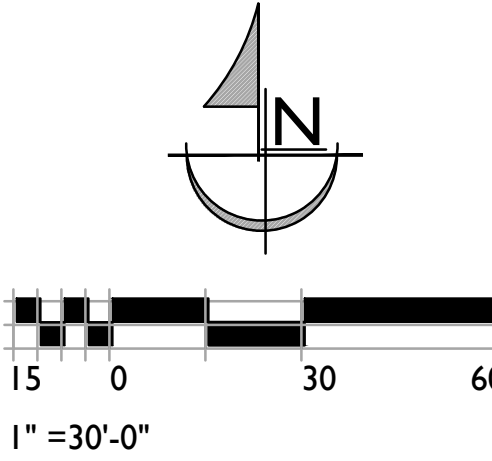
revised:

project title



Shadowlawn
Park
New ADA Restroom
and ADA Park
Pathways

project scales



September 25, 2025

sheet title
Erosion Control Plan
Phase I

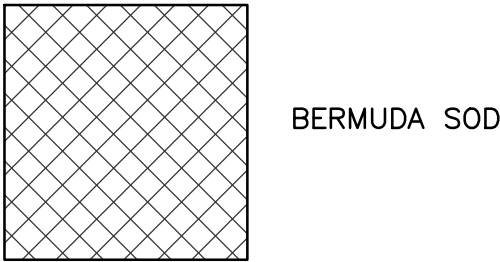
sheet number

C3.1

Erosion Control Plan - Phase I
1" = 30'-0"



NOTES:
1. ALL DISTURBED EARTHEN AREAS SHALL BE SODDED. SOD LIMITS SHOWN ARE APPROXIMATE.



Project Number 2023061

revised:

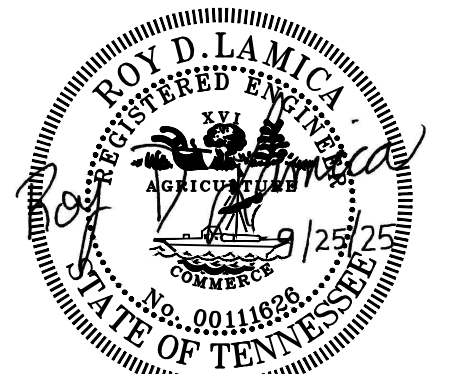
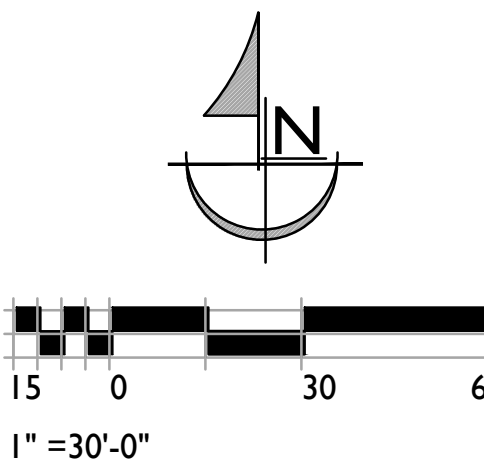
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Shadowlawn Park

New ADA Restroom
and ADA Park
Pathways

project scales



September 25, 2025

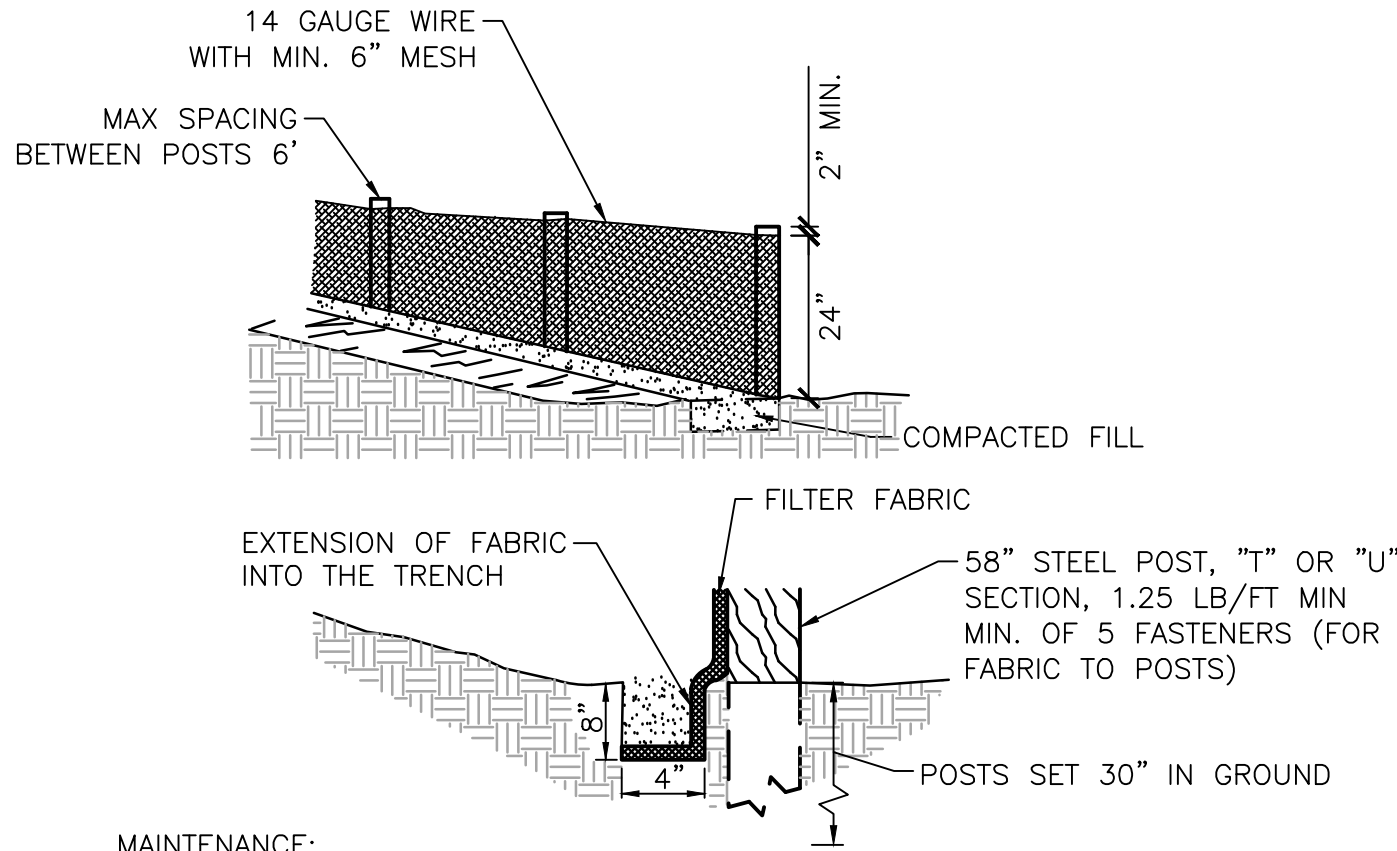
sheet title
Erosion Control Plan
Phase 2

sheet number
C3.2

Erosion Control Plan - Phase 2
1" = 30'-0"

EROSION CONTROL NOTES

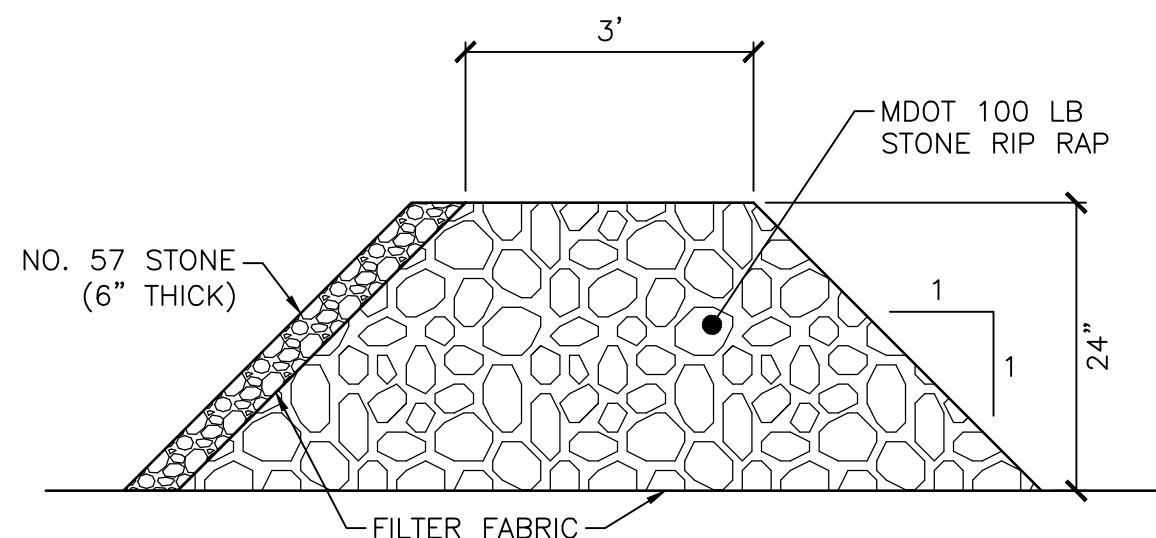
1. THE PURPOSE OF THIS EROSION CONTROL PLAN IS TO PREVENT SILTATION AND OTHER POLLUTANTS, DUE TO CONSTRUCTION, FROM ENTERING ADJACENT STREAMS AND PROPERTY.
2. CLEARING AND GRUBBING IS TO BE HELD TO THE MINIMUM WIDTH NECESSARY TO ACCOMMODATE SLOPES. UNNECESSARY CANOPY REMOVAL (TREES, SHRUBS, ETC.) IS PROHIBITED.
3. MAINTAIN ALL GROUND COVER WHENEVER POSSIBLE. ALL AREAS DISTURBED BY CONSTRUCTION THAT ARE NOT TO RECEIVE PAVING SHALL BE SODDED AS SOON AS POSSIBLE.
4. ALL DITCHES AND FRESH CUTS IN DRAINAGE WAYS SHALL BE STABILIZED WITH SOD WHERE INDICATED ON PLAN.
5. TO REDUCE SEDIMENT IN RUNOFF, EROSION CONTROL MEASURES SHALL BE INSTALLED PROMPTLY DURING ALL CONSTRUCTION PHASES.
6. SEDIMENT TRAPS SHALL BE LOCATED AS NEEDED BY THE ENGINEER.
7. SITE EROSION CONTROLS SHALL BE CHECKED BI-WEEKLY AND AT LEAST 72 HOURS APART AND IF NECESSARY REPAIRED WITHIN 24 HOURS AFTER EACH RAINFALL GREATER THAN 0.5". IN THE EVENT OF CONTINUOUS RAINFALL, EROSION CONTROLS SHALL BE CHECKED DAILY.
8. DURING SEDIMENT REMOVAL, THE CONTRACTOR SHALL TAKE CARE TO ENSURE THAT STRUCTURAL COMPONENTS OF EROSION CONTROL STRUCTURES ARE NOT DAMAGED AND THUS MADE INEFFECTIVE. IF DAMAGE DOES OCCUR, THE CONTRACTOR SHALL REPAIR THE STRUCTURES AT THE CONTRACTOR'S EXPENSE.
9. ALL AREAS TO REMAIN BARE GREATER THAN 14 DAYS MUST BE TEMPORARILY STABILIZED. ALL SLOPES GREATER THAN 3 TO 1 TO REMAIN BARE FOR MORE THAN 7 DAYS MUST BE TEMPORARILY STABILIZED.
10. SEDIMENT REMOVED FROM SEDIMENT CONTROL STRUCTURES IS TO BE PLACED AT A SITE APPROVED BY THE ENGINEER. IT SHALL BE TREATED IN A MANNER SO THAT THE AREA AROUND THE DISPOSAL SITE WILL NOT BE CONTAMINATED OR DAMAGED BY THE SEDIMENT IN RUN-OFF. ALL COST FOR SEDIMENT REMOVAL SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
11. UPON COMPLETE REMOVAL OF SEDIMENT TRAPS, SPECIAL DITCHES, ETC., THE AREA WHERE THEY WERE CONSTRUCTED IS TO BE TOPSOILED, SEEDED, AND MULCHED.
12. ALL STOCKPILES TO BE CONTAINED BY SILT FENCE IN ORDER TO PREVENT SEDIMENT RUNOFF FROM ENTERING NEARBY STREAMS.
13. SHOULDERS AND EXCAVATED AREAS SHALL BE PROMPTLY STABILIZED AGAINST EROSION. SILTATION MEASURES SHALL BE IMPLEMENTED PROMPTLY TO REDUCE THE SEDIMENT IN RUN-OFF FROM THE CONSTRUCTION SITE.
14. EQUIPMENT STAGING AND MAINTENANCE AREAS SHALL BE DEVELOPED A SUFFICIENT DISTANCE FROM STREAMS TO ENSURE THAT OIL, GASOLINE, AND OTHER PETROLEUM POLLUTANTS DO NOT ENTER THE WATERWAYS.
15. FAILURE TO MAINTAIN GOOD EROSION CONTROL MEASURES COULD RESULT IN A CIVIL PENALTY BEING ISSUED TO THE CONTRACTOR. THE PRIMARY PERMITTEE (OWNER/DEVELOPER) IS ULTIMATELY RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THE CONSTRUCTION GENERAL PERMIT. ALL PERMITTEES, BOTH PRIMARY AND SECONDARY (TYPICALLY THE CONTRACTOR) CAN BE HELD RESPONSIBLE IF THE TERMS AND CONDITIONS OF THE CONSTRUCTION GENERAL PERMIT ARE NOT MET.
16. THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL DEVICES IN GENERAL CONFORMANCE TO THE EROSION CONTROL PLAN. THE EROSION CONTROL PLAN IS PROVIDED TO INDICATE MINIMUM EROSION CONTROL MEASURES REQUIRED OF THE CONTRACTOR AND DOES NOT TAKE INTO ACCOUNT THE CONTRACTOR'S SEQUENCE OF CONSTRUCTION. ADDITIONAL EROSION CONTROL MEASURES SHALL BE UNDERTAKEN BY THE CONTRACTOR AS REQUIRED TO MINIMIZE IMPACTS TO ADJACENT PROPERTIES AND THE DRAINAGE SYSTEM DOWNSTREAM OF THE SITE, AT NO ADDITIONAL COST.
17. FOR INLETS IN PAVEMENT, CONTRACTOR SHALL USE WADDLES SURROUNDING THE INLET AND FLEXSTORM "CATCH-IT" BY ADS. SEDIMENT SHALL BE REMOVED FROM BELOW-GRADE CATCH BASIN SEDIMENT TRAP ACCORDING TO MANUFACTURER'S RECOMMENDATIONS AT NO ADDITIONAL COST TO OWNER.
18. CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL REQUIRED PERMITS HAVE BEEN OBTAINED PRIOR TO BEGINNING CONSTRUCTION OR OTHER ACTIVITIES.
19. AN EPSC LEVEL 1 CERTIFIED INDIVIDUAL SHALL BE DESIGNATED TO BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROLS ON EACH PROJECT SITE.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SOIL EROSION CONTROL MEASURES AS NOTED ON THE PLANS AND AS REQUESTED BY THE OWNER DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR SATISFYING THE REQUIREMENTS OF THE STATE OF TENNESSEE DIVISION OF WATER RESOURCES AS SET FORTH IN THE TENNESSEE EROSION & SEDIMENT CONTROL HANDBOOK. ALL SOIL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE CONTRACT SO AS TO PREVENT ANY SEDIMENTATION FROM WASHING OFF THE SITE ONTO ADJACENT PROPERTY OR PUBLIC RIGHTS-OF-WAY. STRAW BALE DAMS AND/OR SEDIMENT FENCE SHALL BE INSTALLED AS DIRECTED. THE CONTRACTOR SHALL MAINTAIN A LOG OF ALL MAINTENANCE ACTIVITIES FOR THE EROSION CONTROL ELEMENTS AS REQUIRED BY THE STATE OF TENNESSEE DIVISION OF WATER RESOURCES.
21. THE FOLLOWING ITEMS MUST BE AVAILABLE ON SITE FOR THE DIVISION OF WATER RESOURCES INSPECTOR ON REQUEST: EROSION CONTROL PLAN, SWPPP, TWICE WEEKLY INSPECTION CERTIFICATION FORMS, AND THE NOTICE OF COVERAGE FOR THE PROJECT.
22. EROSION AND SEDIMENT CONTROL MEASURES MUST BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN, AND MUST BE CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. TEMPORARY MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORK DAY, BUT MUST BE REPLACED AT THE END OF THE WORK DAY OR PRIOR TO RAINFALL EVENTS.
23. ALL CONTROL MEASURES SHALL BE CHECKED AND REPAIRED AS NECESSARY. BI-WEEKLY IN DRY PERIODS AND WITHIN 24 HOURS AFTER ANY RAINFALL OF 0.5 INCHES WITHIN A 24 HOUR PERIOD. DURING PROLONGED RAINFALL, DAILY CHECKING AND REPAIRING IS NECESSARY. THE PERMITTEE SHALL MAINTAIN RECORDS OF CHECKS AND REPAIRS.
24. ALL EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE TDEC "EROSION AND SEDIMENT CONTROL HANDBOOK, 4TH EDITION."
25. THE CONTRACTOR IS RESPONSIBLE FOR MEETING THE REQUIREMENTS OF THIS PLAN AND FOR INSTALLING NEW SILT FENCE AS REQUIRED.
26. ALL STATE/NPDES PERMITS ARE REQUIRED TO HAVE BEEN OBTAINED BEFORE START UP OF ANY CONSTRUCTION ACTIVITIES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION GENERAL PERMIT, ARAP AND ARMY CORPS OF ENGINEERS PERMIT.
27. MUDDY WATER TO BE PUMPED FROM EXCAVATION AND WORK AREAS MUST BE HELD IN SETTLING BASINS OR TREATED BY FILTRATION THROUGH AN APPROVED DEWATERING BAG SET-UP PRIOR TO ITS DISCHARGE OFF-SITE, INTO STORM DRAINS OR SURFACE WATERS. SILT FENCE FABRIC ALONE IS NOT ADEQUATE AS A FILTER. WATER MUST BE DISCHARGED THROUGH A PIPE OR LINED CHANNEL SO THAT THE DISCHARGE DOES NOT CAUSE EROSION AND SEDIMENTATION. THE DISCHARGE MUST NOT CAUSE AN OBJECTIONABLE COLOR CONTRAST WITHIN THE RECEIVING STREAM.



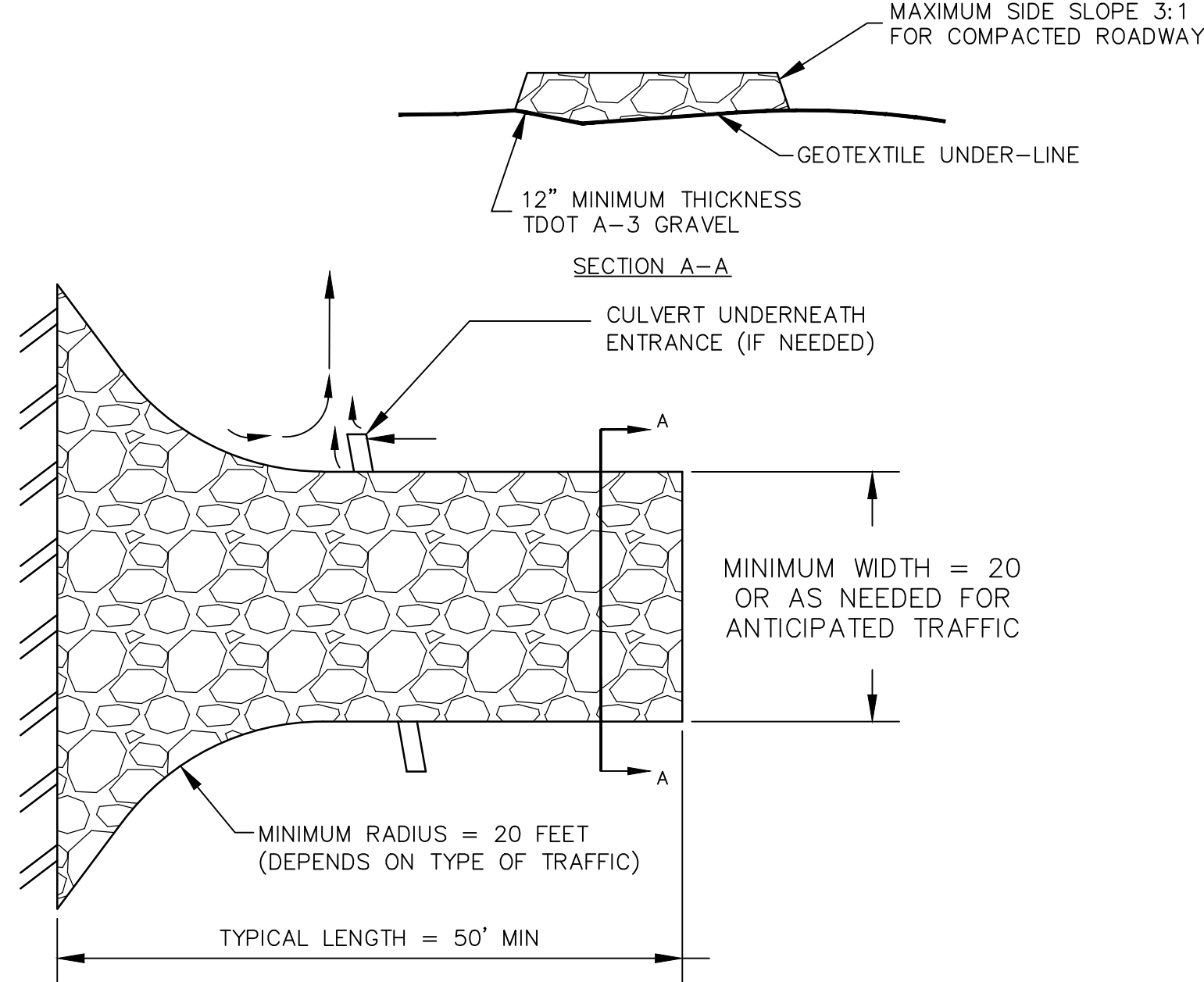
MAINTENANCE:

1. INSPECT SEDIMENT FENCES AT LEAST TWICE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY. SHOULD THE FABRIC OF A SEDIMENT FENCE COLLAPSE, TEAR, DECOMPOSE OR BECOME INEFFECTIVE, REPLACE IT PROMPTLY. REPLACE BURLAP AS NEEDED.
2. REMOVE SEDIMENT DEPOSITS WHEN THE STORAGE VOLUME HAS BEEN REDUCED BY 50% TO PROVIDE ADEQUATE STORAGE FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT. REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS AND BRING THE AREA TO GRADE AND STABILIZE IT AFTER THE CONTRIBUTING DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

1 TYP. SILT FENCE
C3.3 NTS



3 TYPICAL ROCK FILTER RING/DAM
C3.3 NTS



NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

2 TYP. CONSTRUCTION ENTRANCE/EXIT
C3.3 NTS

Project Number 2023061

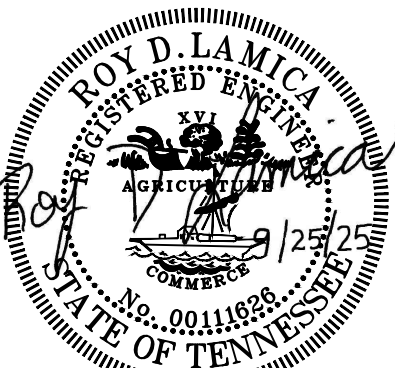
revised:

project title



Shadowlawn
Park
New ADA Restroom
and ADA Park
Pathways

project scales



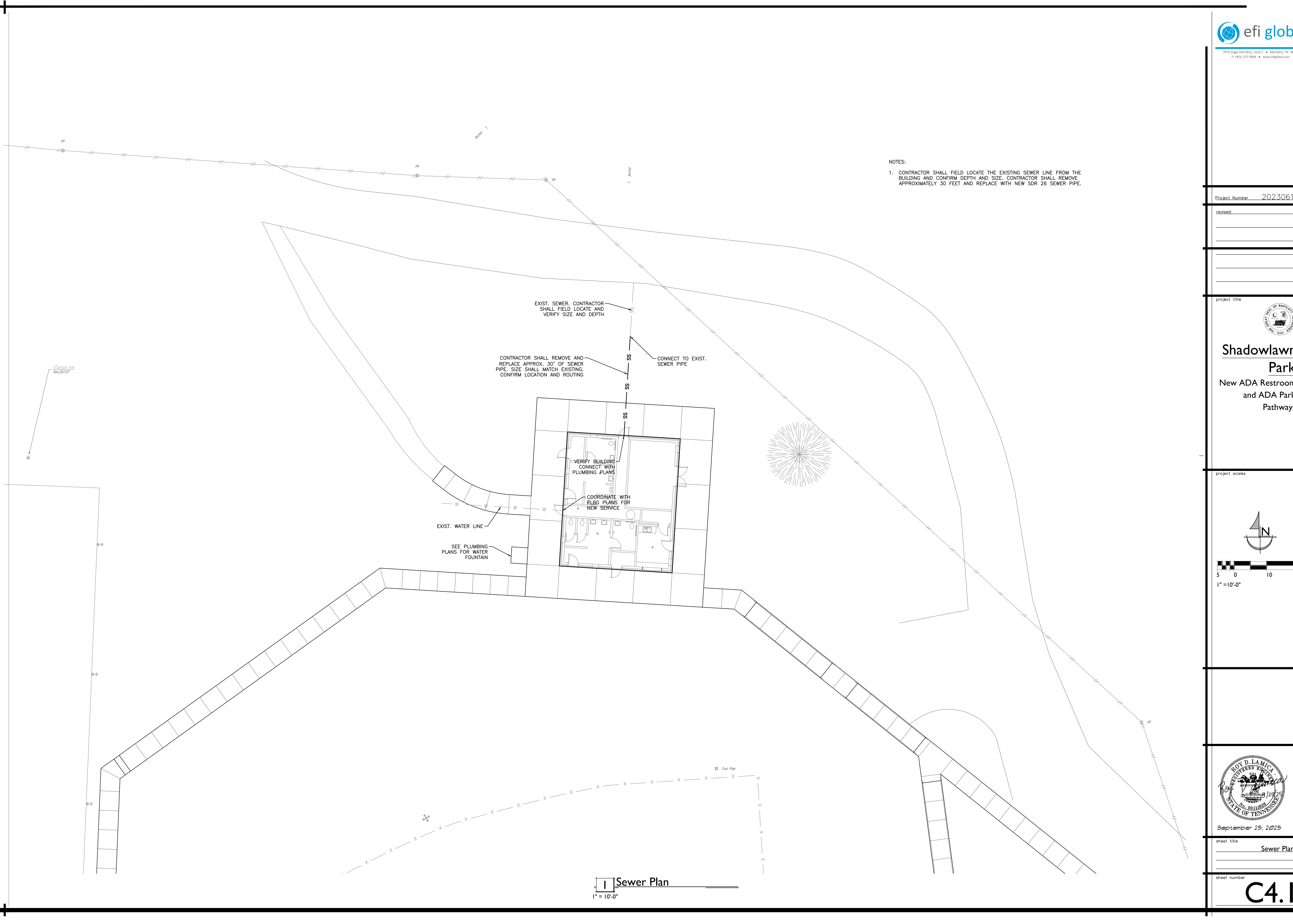
September 25, 2025

sheet title

Erosion Control Plan
Notes and Details

sheet number

C3.3



Project Number 2023061

revised:

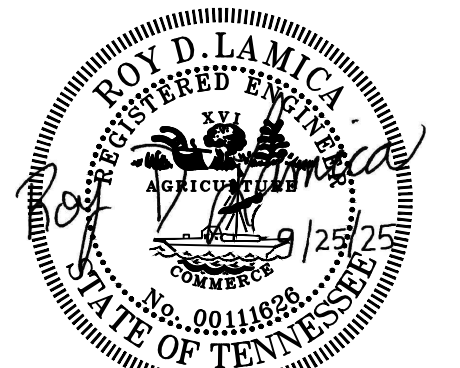
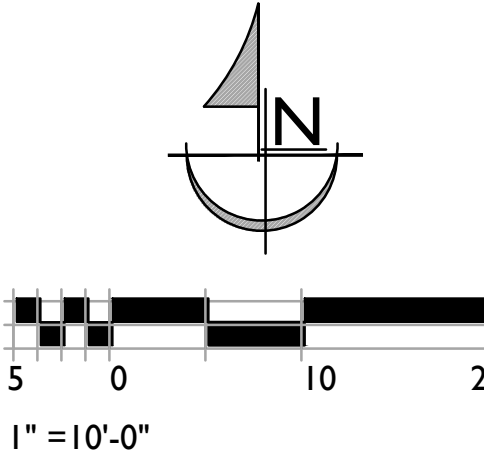
project title



Shadowlawn Park

New ADA Restroom
and ADA Park
Pathways

project scales



September 25, 2025

sheet title

Sewer Plan

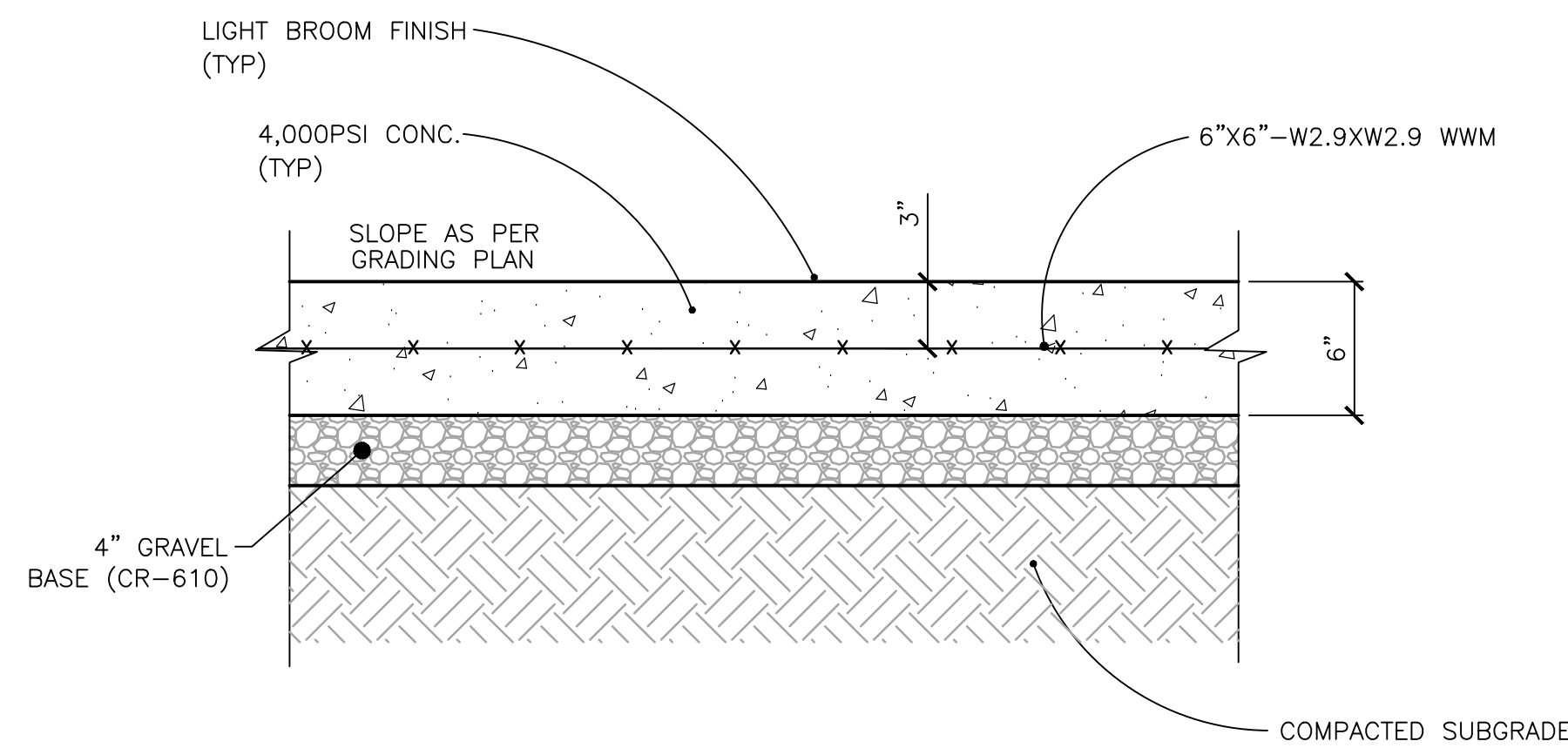
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C4.1

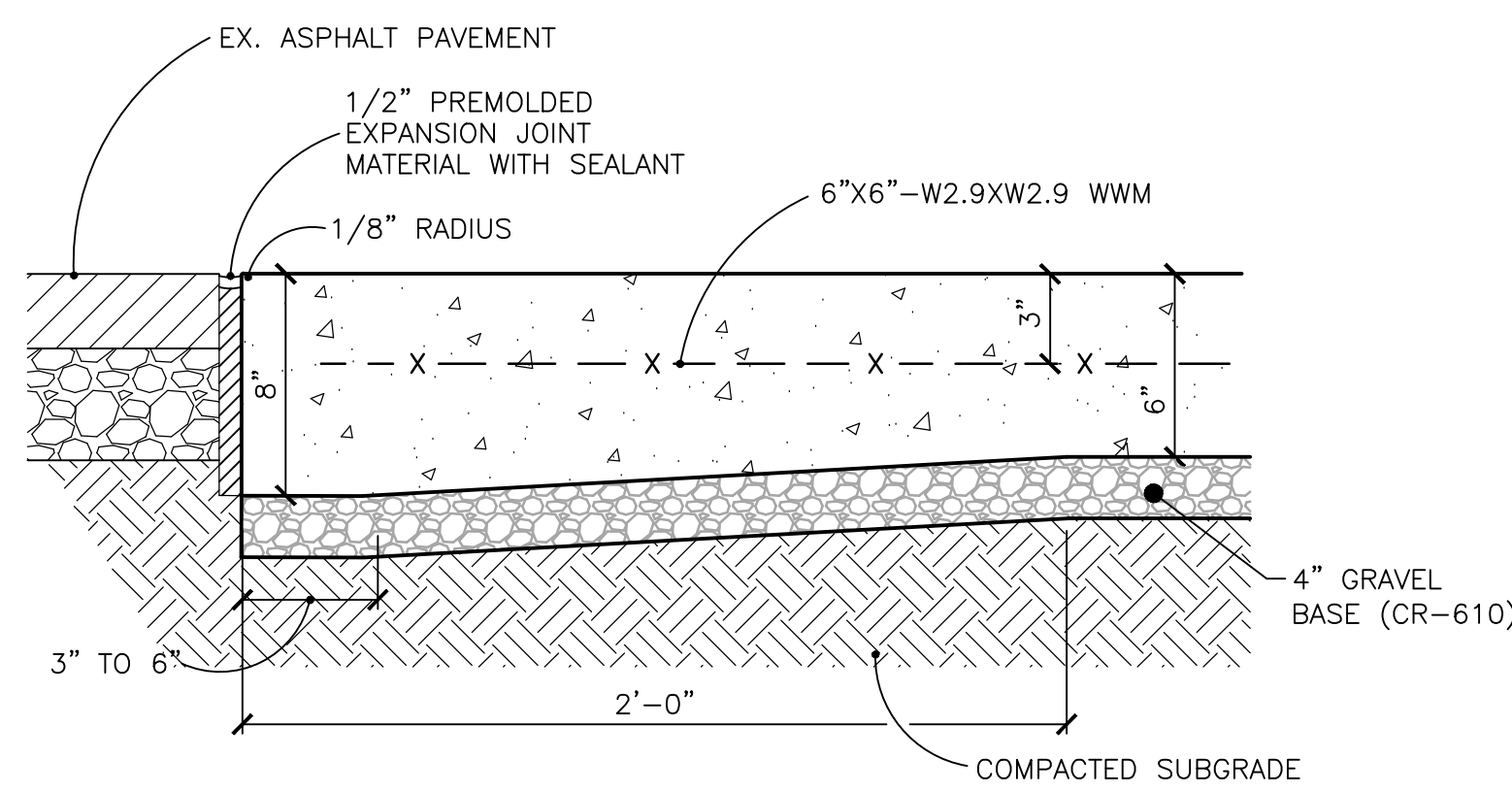
1 Sewer Plan
1" = 10'-0"

NOTES:

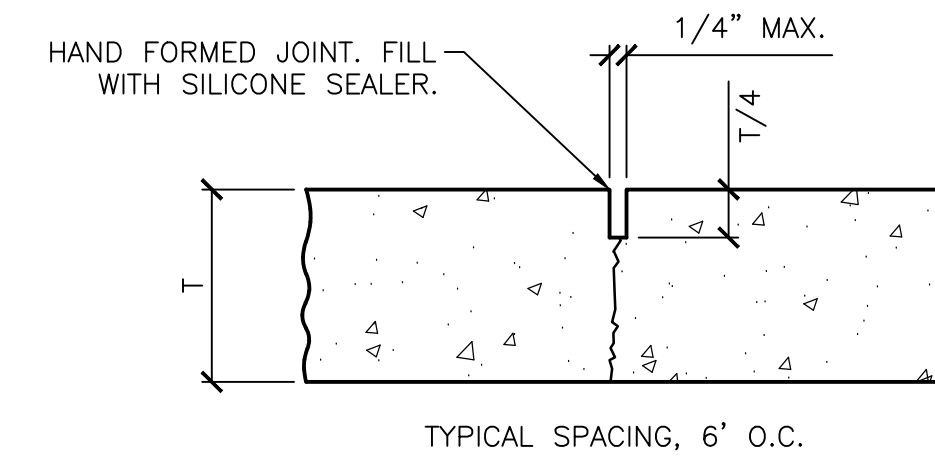
1. CONTRACTOR SHALL FIELD LOCATE THE EXISTING SEWER LINE FROM THE BUILDING AND CONFIRM DEPTH AND SIZE. CONTRACTOR SHALL REMOVE APPROXIMATELY 30 FEET AND REPLACE WITH NEW SDR 26 SEWER PIPE.



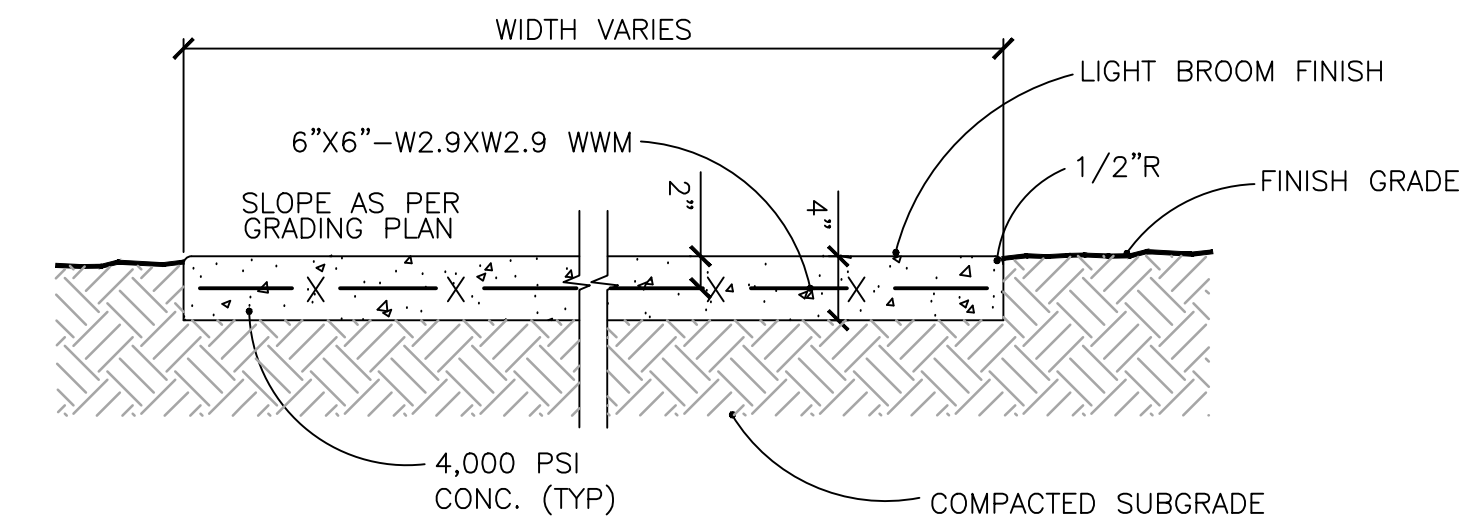
1 CONCRETE PAVEMENT
CS.1 NTS



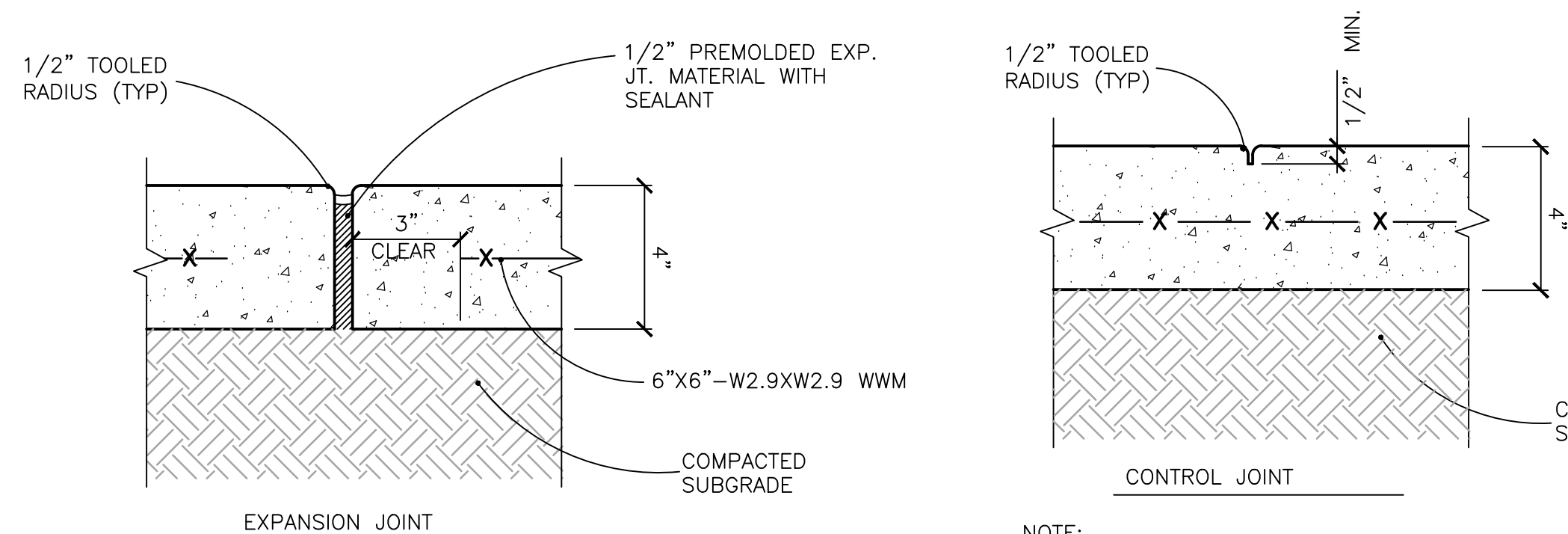
2 TYP. THICKENED EDGE
CS.1 NTS



3 CONCRETE PAVEMENT CONTROL JOINT
CS.1 NTS



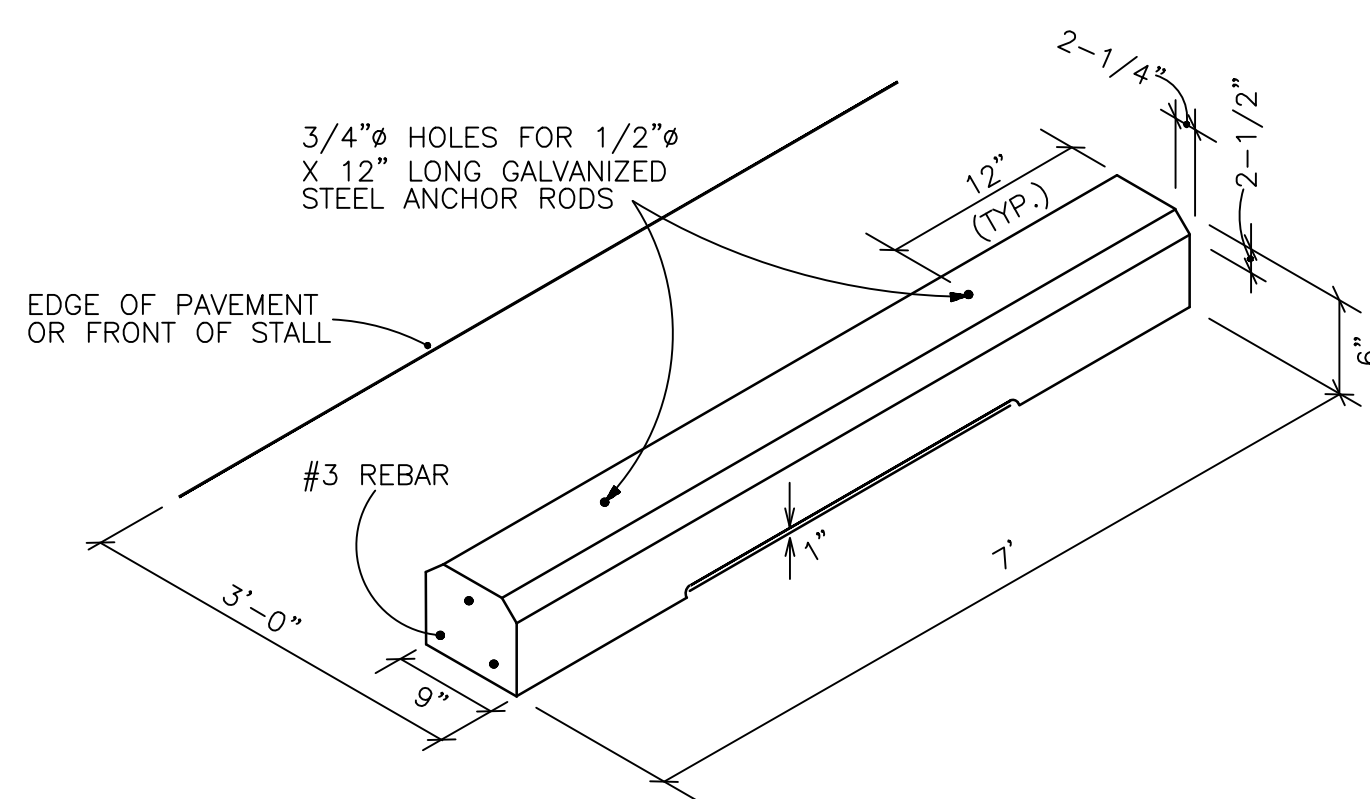
4 TYP. CONCRETE SIDEWALK
CS.1 NTS



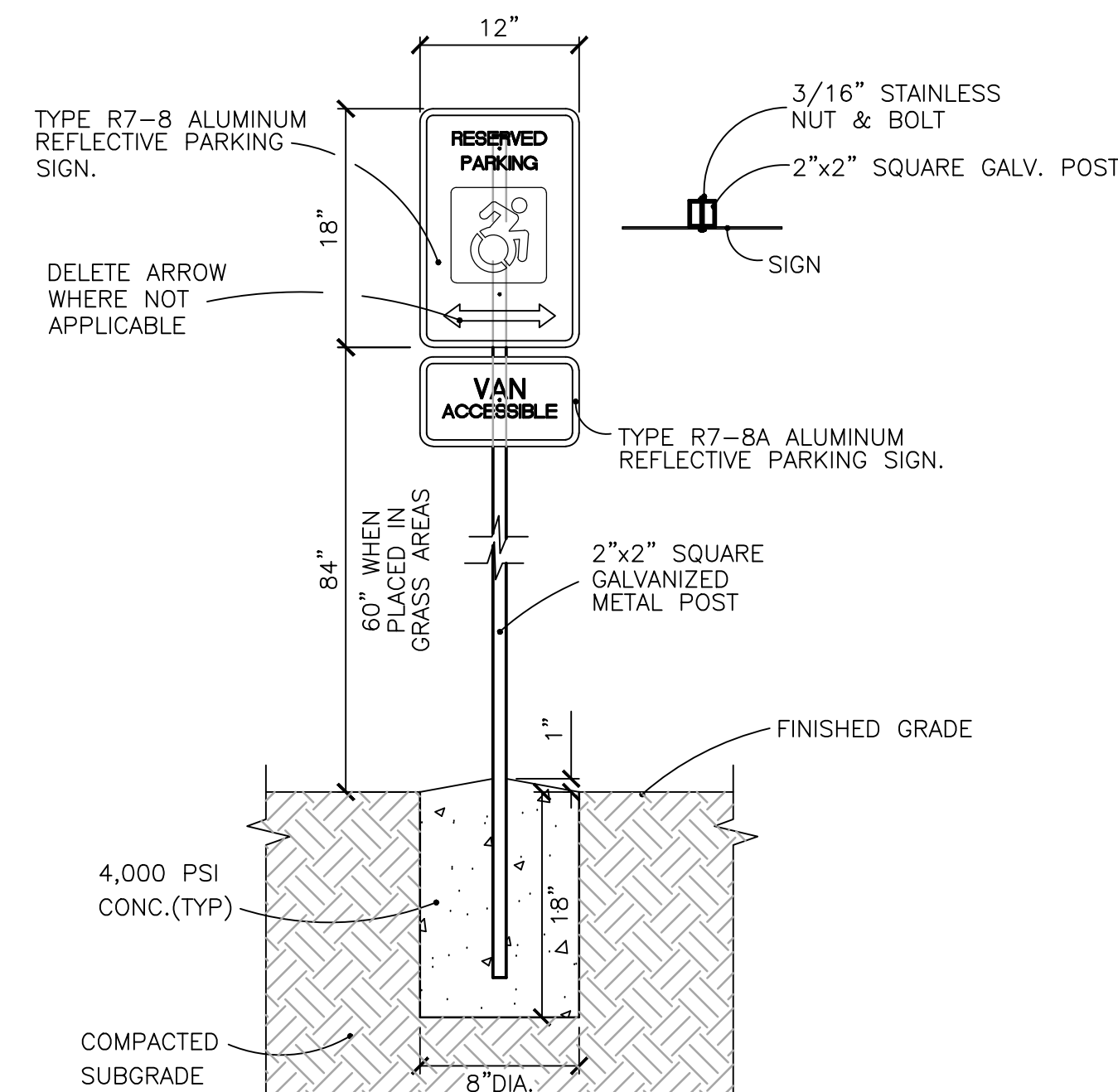
NOTE: LOCATE EXP. JOINTS @ 24'(MAX.) OR AS INDICATED ON PLAN.

NOTE: LOCATE CONTRACTION JOINTS @ A DISTANCE EQUAL TO WIDTH OF WALK, OR AS INDICATED ON PLAN.

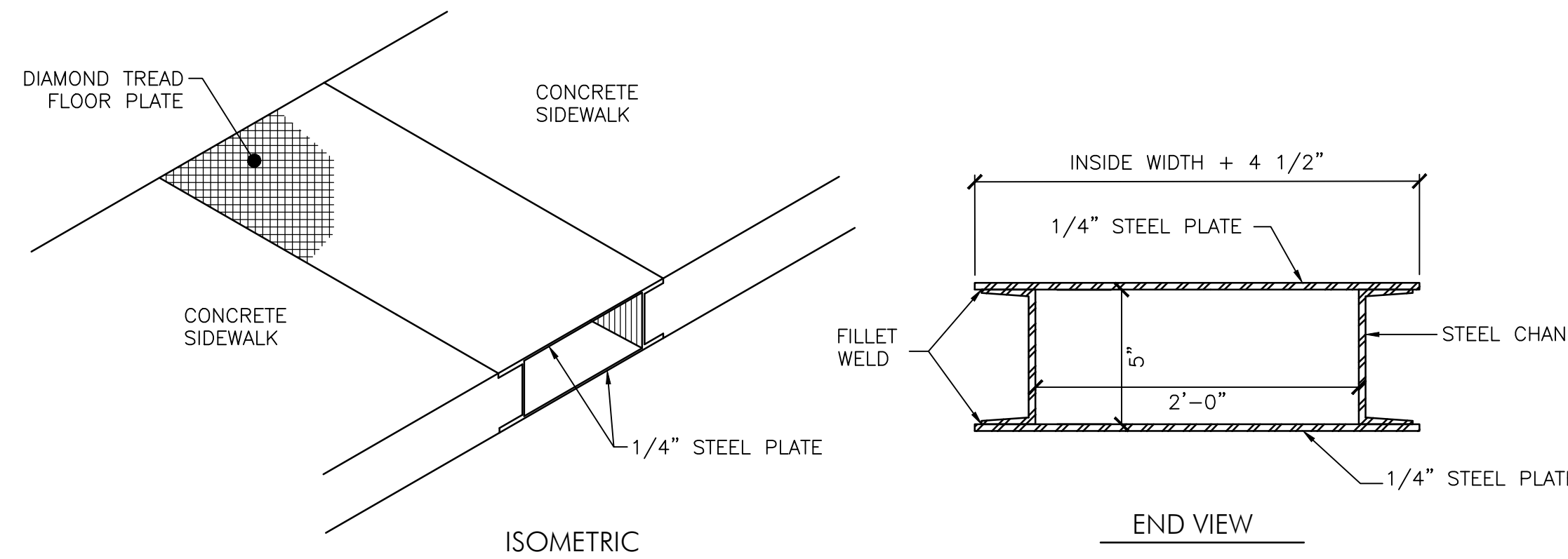
5 SIDEWALK JOINT DETAIL
CS.1 NTS



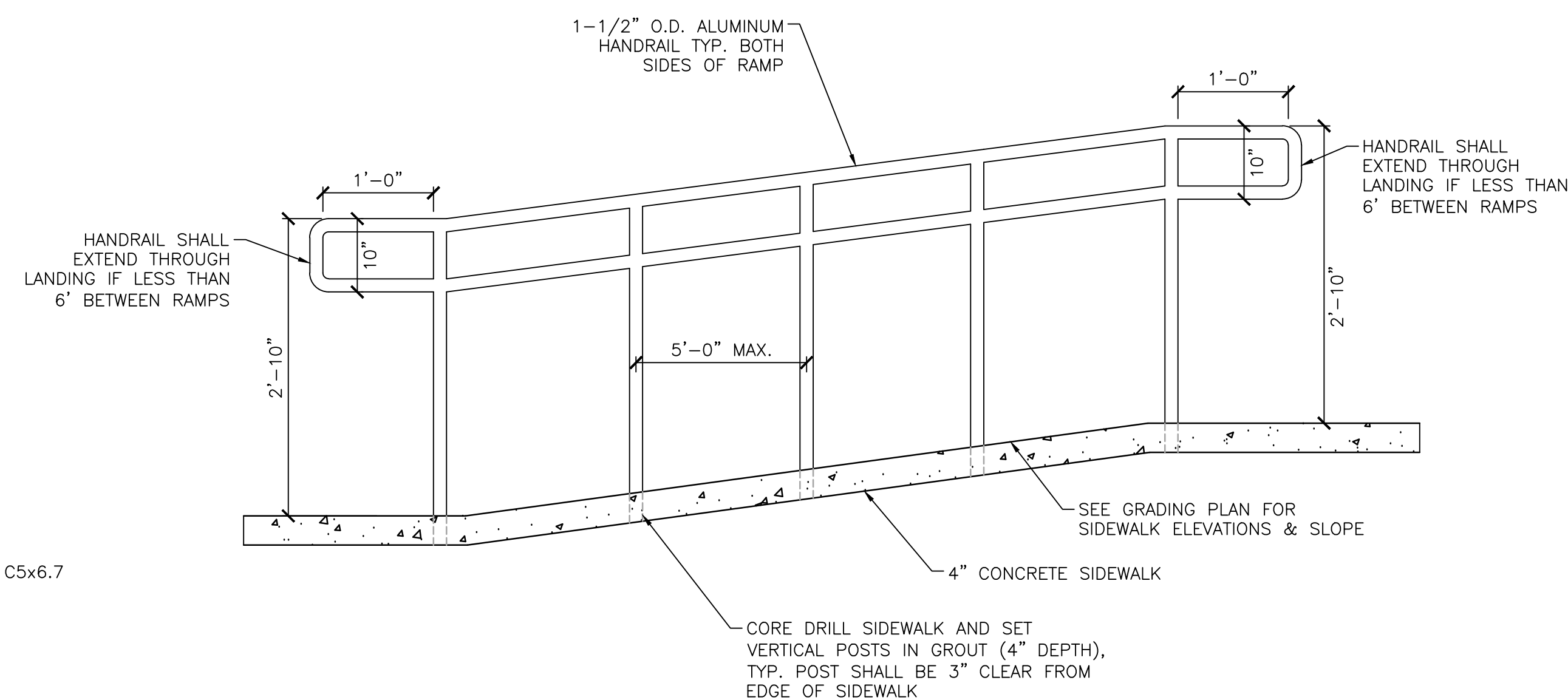
6 TYP. WHEEL STOP
CS.1 NTS



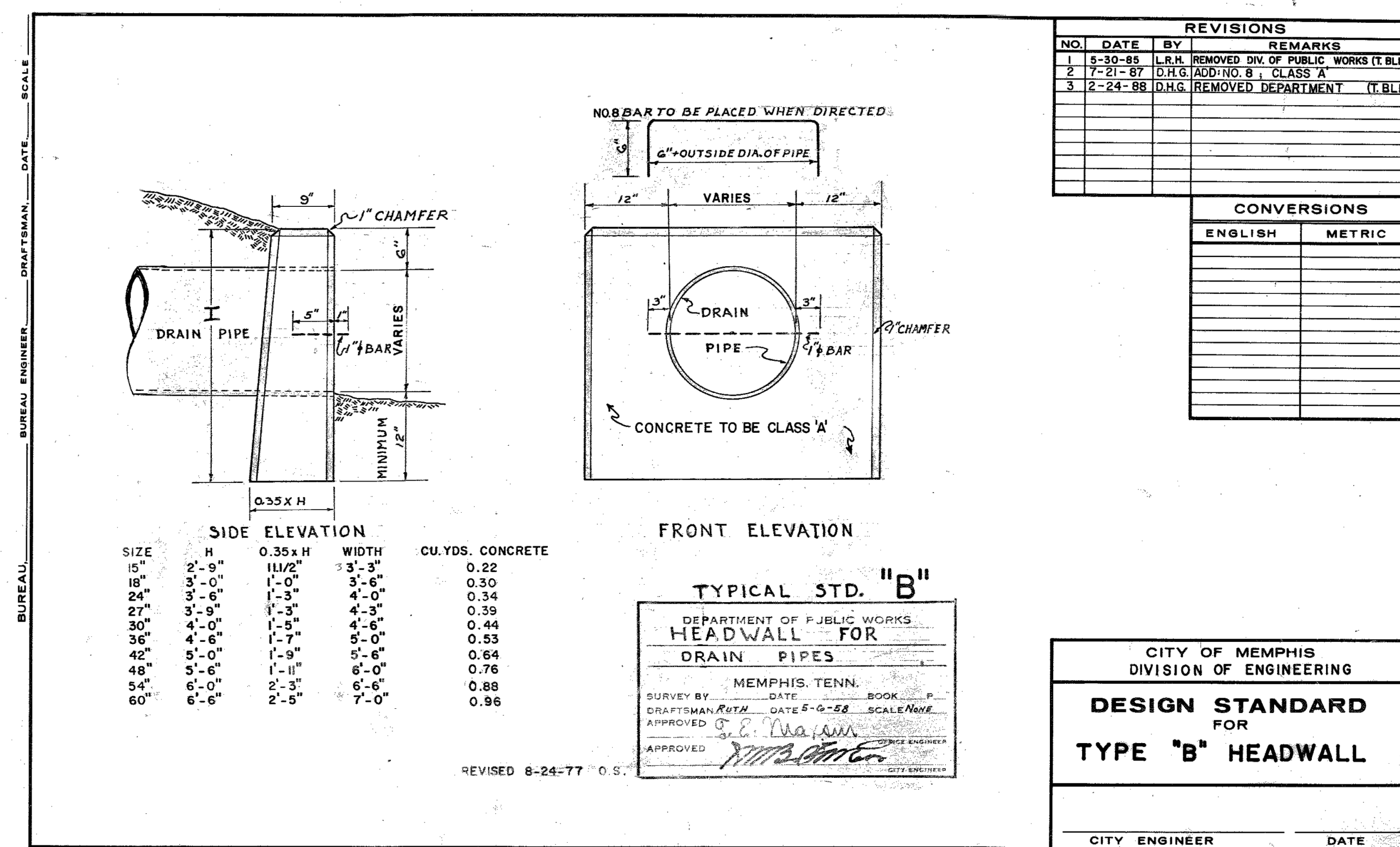
9 ADA PARKING SIGN
CS.1 NTS



7 SIDEWALK DRAIN
CS.1 NTS

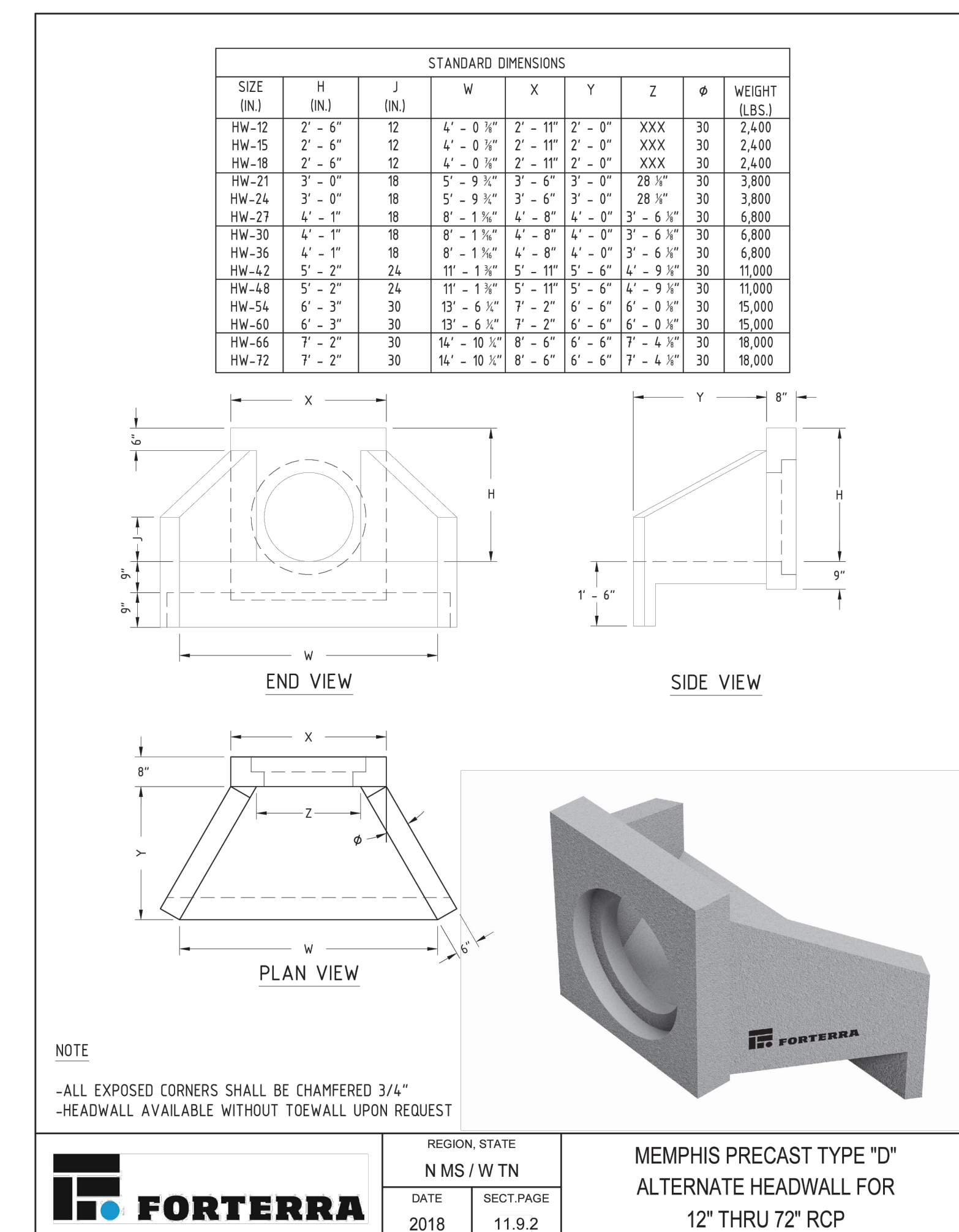


8 TYP. WALKWAY HANDRAILS
CS.1 NTS



10 TYPE B HEADWALL
CS.1 NTS

1 Site Details
NTS



11 TYPE D HEADWALL
CS.1 NTS

Project Number 2023061

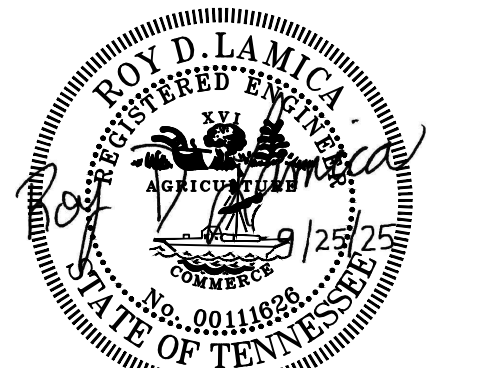
revised:

project title



Shadowlawn Park
New ADA Restroom
and ADA Park
Pathways

project scales



September 25, 2023

sheet title Site Details

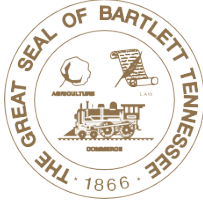
sheet number

C5.1

FY2026-09-010 Shadowlawn Sitework**Out for bid: 9/30/2025 Bid deadline: 2pm, 10/21/2025**

Contractor	Contractor License#	Total Base Bid	Unforeseen Conditions	Total Bid Price
A & B Construction Co., Inc.	37516	\$ 490,000.00	\$ 20,000.00	\$ 510,000.00
Bluff City Construction	76941	\$ 508,700.00	\$ 20,000.00	\$ 528,700.00
Enscor, LLC	44932	\$ 567,717.72	\$ 20,000.00	\$ 587,717.72
Moss Carpenter Construction Co., Inc.	71704	\$ 471,270.00	\$ 20,000.00	\$ 491,270.00
Nightwine Construction Co., Inc.	28271	\$ 428,604.00	\$ 20,000.00	\$ 448,604.00
Traditional Construction	22414	\$ 489,500.00	\$ 20,000.00	\$ 509,500.00
Grinder, Taber & Grinder, Inc.	10555	\$ 522,800.00	\$ 20,000.00	\$ 542,800.00
ViktorHall Construction*	63403	\$ 358,000.00	\$ 20,000.00	\$ 378,000.00

*recommend for award



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

Meeting: 10/28/2025 6:00 PM
Department: Administration
Category: Resolution
Prepared By: Penny Medlock, City Clerk
Initiator:
Sponsors:

Resolution 36-25

Resolution 36-25, a resolution ratifying Private Chapter No. 23 of the 114th General Assembly amending the City of Bartlett, Tennessee Charter.

WHEREAS, the Board of Mayor and Aldermen of the City of Bartlett drafted proposed amendments to the City Charter and submitted the amendments to the State General Assembly; and

WHEREAS, Private Chapter No. 23 of the 114th General Assembly was adopted on April 21, 2025 ; the governor signed it on May 21, 2025; and the Secretary of State certified its adoption on June 10, 2025; and

WHEREAS, Section 7 of Private Chapter No. 23 of the 114th General Assembly and Tennessee Code Annotated Sections 8-3-201 and 8-3-202 require that the local legislative body ratify the action of the General Assembly by a two-thirds majority vote and certify the results to the Secretary of State.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that Private Chapter No. 23 of the 114th General Assembly is hereby ratified.

BE IT FURTHER RESOLVED that the Mayor is directed to certify this action to the Secretary of State.

BE IT FURTHER RESOLVED that the Amendment to the Charter herein approved shall be effective as of this date, the public welfare requiring it.

ADOPTED and APPROVED this 28th day of October, 2025.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



State of Tennessee

PRIVATE CHAPTER NO. 23

HOUSE BILL NO. 1432

By Representative Leatherwood

Substituted for: Senate Bill No. 1455

By Senator Rose

AN ACT to amend Chapter 55 of the Private Acts of 1993; as amended by Chapter 134 of the Private Acts of 1998; and any other acts amendatory thereto, relative to the City of Bartlett.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 55 of the Private Acts of 1993, as amended by Chapter 134 of the Private Acts of 1998, and any other acts amendatory thereto, is amended in Section 1 of Article III by deleting the Section in its entirety and substituting instead the following:

SECTION 1. Officers to be elected. Terms of office. Term Limits. There shall be elected by the qualified voters of the City of Bartlett, a Mayor and six (6) Aldermen in non-partisan, at-large, general municipal elections held in November. The Mayor and Aldermen shall be elected for terms of four (4) years, and each shall hold his or her office until his or her successor is elected and qualified. The office of Mayor is limited to three (3) four-year terms, or a total of twelve (12) years served; and the office of Alderman is limited to three (3) four-year terms, or a total of twelve (12) years served. Serving part of a term as Mayor or Alderman due to assumption, appointment, or election for less than the full four-year term shall not count toward the three-term limit for that office. The term limits provided in this section shall apply to each office as it comes up for election following the effective date of the amendment enacting these term limits. Upon the effective date of that amendment, the term limits shall not apply to disqualify any incumbent member of the Board of Mayor and Aldermen from completing his or her current term of office. It is the intent of this Charter to designate the existing six (6) Aldermanic positions one (1) through six (6). In filing for election, any candidate for Alderman or Mayor shall select and identify the position sought. The Mayor and all Aldermen shall be elected from the City-at-Large and one (1) Alderman shall be elected to each position. The candidates receiving the highest number of votes in an election for each designated position shall be declared elected as Mayor and Aldermen. In the event of a tie vote in any Mayor or Alderman's election, the incumbent Board shall decide which of the candidates shall serve. The Mayor, at the first regular meeting after each general election and swearing-in, shall appoint from the Board's membership a Vice-Mayor for a term of two (2) years. The Board shall also elect from its membership a register for a term of four (4) years. At the regular November election held in 1994, elections shall be held for the position of Mayor and Aldermanic positions 1, 2, and 3. Persons elected on that date shall serve four-year terms. At the regular November election held in 1996, elections shall be held for Aldermanic positions 4, 5, and 6. Persons elected on that date shall serve four-year terms. Such staggered elections shall continue thereafter.

SECTION 2. Chapter 55 of the Private Acts of 1993, as amended by Chapter 134 of the Private Acts of 1998, and any other acts amendatory thereto, is amended in Section 6 of Article III by deleting the Section title "Officials, Oath of Office." and substituting instead "Officials. Resign to Run. Oath of Office."; by designating the existing language of Section 6 as a new subsection (b) entitled "Oath of Office."; and by adding the following language as a new subsection (a):

(a) Resign to Run. Any sitting mayor or alderman who runs for any other position on the Board of Mayor and Aldermen in an election in which his or her position is not up for reelection shall be required to submit a letter of resignation of his or her current

HB1432

position at the time of filing for election, and such resignation shall be irrevocable and shall be effective at the Oath of Office Ceremony following the subject election.

SECTION 3. Chapter 55 of the Private Acts of 1993, as amended by Chapter 134 of the Private Acts of 1998, and any other acts amendatory thereto, is amended in Section 2 of Article V by deleting the last paragraph of Section 2 and substituting instead the following:

The mayor shall have authority to make appointments, promotions, and transfers of employees; to make demotions, suspensions, and removals of officers and employees with or without notice and with or without cause; and may delegate such authority as he deems necessary.

SECTION 4. Chapter 55 of the Private Acts of 1993, as amended by Chapter 134 of the Private Acts of 1998, and any other acts amendatory thereto, is amended in Section 3 of Article XI by deleting the Section title "Personnel System." and substituting instead "Personnel Rules and Regulations"; by deleting subsection (a) in its entirety; by deleting the title of subsection (b), "Personnel Rules and Regulations"; and by designating the language of subsection (b) as Section 3.

SECTION 5. Chapter 55 of the Private Acts of 1993, as amended by Chapter 134 of the Private Acts of 1998, and any other acts amendatory thereto, is amended in Section 4 of Article XI by deleting the language of subdivision (a)(1) in its entirety and substituting instead the following:

(1) No person shall be appointed to or removed from, or in any way favored or discriminated against with respect to any city position or appointive city administrative office because of race, color, religion, sex, national origin, age (forty (40) years of age and older), disability, or genetic information.

SECTION 6. Nothing in this act shall be construed to remove any incumbent from office or abridge the term of any incumbent prior to the end of the term for which such elected official was selected, as prescribed in Article XI, Section 9 of the Constitution of the State of Tennessee.

SECTION 7. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of the City of Bartlett. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body of the City of Bartlett and certified to the secretary of state.

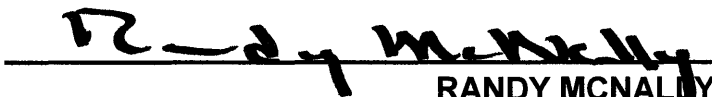
SECTION 8. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 7.

HOUSE BILL NO. 1432

PASSED: April 21, 2025



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 21st day of May 2025



BILL LEE, GOVERNOR



To all to whom these Presents shall come, Greeting:

*I, Tre Hargett, Secretary of State of the State of Tennessee,
do hereby certify that the annexed is a true copy of*

Private Chapter No. 23

House Bill No. 1432

Senate Bill No. 1455

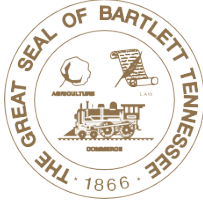
114th General Assembly



*the original of which is now on file and a matter
of record in this office. In Testimony Whereof,
I have hereunto subscribed my official signature
and by order of the Governor affixed the Great
Seal of Tennessee at the Department
in the City of Nashville,
this 10th day of June, A.D. 2025.*

A handwritten signature in blue ink, reading "Tre Hargett".

Tre Hargett, Secretary of State



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

Resolution 37-25

Meeting: 10/28/2025 6:00 PM
Department: Administration
Category: Resolution
Prepared By: Penny Medlock, City Clerk
Initiator:
Sponsors:

Resolution 37-25, a resolution ratifying Private Chapter No. 27 of the 114th General Assembly amending the City of Bartlett, Tennessee Charter.

WHEREAS, the Board of Mayor and Aldermen of the City of Bartlett drafted proposed amendments to the City Charter and submitted the amendments to the State General Assembly; and

WHEREAS, Private Chapter No. 27 of the 114th General Assembly was adopted on April 21, 2025 ; the governor signed it on May 21, 2025; and the Secretary of State certified its adoption on June 10, 2025; and

WHEREAS, Section 2 of Private Chapter No. 27 of the 114th General Assembly and Tennessee Code Annotated Sections 8-3-201 and 8-3-202 require that the local legislative body ratify the action of the General Assembly by a two-thirds majority vote and certify the results to the Secretary of State.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that Private Chapter No. 27 of the 114th General Assembly is hereby ratified.

BE IT FURTHER RESOLVED that the Mayor is directed to certify this action to the Secretary of State.

BE IT FURTHER RESOLVED that the Amendment to the Charter herein approved shall be effective as of this date, the public welfare requiring it.

ADOPTED and APPROVED this 28th day of October, 2025.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



State of Tennessee
PRIVATE CHAPTER NO. 27

HOUSE BILL NO. 1436

By Representative Leatherwood

Substituted for: Senate Bill No. 1459

By Senator Rose

AN ACT to repeal Chapter 47 of the Private Acts of 2007, relative to the City of Bartlett.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

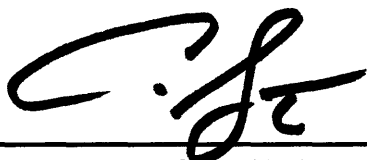
SECTION 1. Chapter 47 of the Private Acts of 2007, and any other acts amendatory thereto, is amended by repealing Chapter 47 of the Private Acts of 2007 in its entirety.

SECTION 2. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of the City of Bartlett. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and certified to the secretary of state.

SECTION 3. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 2.

HOUSE BILL NO. 1436

PASSED: April 21, 2025



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 21st day of May 2025



BILL LEE, GOVERNOR



To all to whom these Presents shall come, Greeting:

*I, Tre Wargett, Secretary of State of the State of Tennessee,
do hereby certify that the annexed is a true copy of*

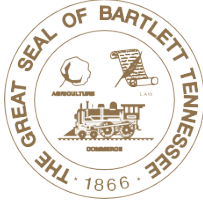
Private Chapter No. 27
House Bill No. 1436
Senate Bill No. 1459
114th General Assembly



*the original of which is now on file and a matter
of record in this office. In Testimony Whereof,
I have hereunto subscribed my official signature
and by order of the Governor affixed the Great
Seal of Tennessee at the Department
in the City of Nashville,
this 10th day of June, A.D. 2025.*

A handwritten signature in blue ink, reading "Tre Wargett".

Tre Wargett, Secretary of State



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

Resolution 38-25

**Meeting: 10/28/2025 6:00 PM
Department: Administration
Category: Agreement
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:**

Resolution 38-25 a resolution adopting the City of Bartlett, Tennessee Records Management Plan, the Records Management Manual, and the MTAS Records Retention Schedules.

WHEREAS, the Tennessee Public Records Act, Tennessee Code Annotated (T.C.A.), § 10-7-503, et seq., in effect, necessitates that the City establish and maintain a program for the management of the records of its offices and departments; and

WHEREAS, Tennessee Code Annotated § 10-7-702 authorizes the Municipal Technical Advisory Service ("MTAS"), a unit of the Institute for Public Service of the University of Tennessee, to compile and print, in cooperation with the State Library and Archives, a records retention manual to be used as a guide by municipal officials in establishing retention schedules for all records created by municipal governments in the state; and

WHEREAS, the Board of Mayor and Aldermen desires to adopt the attached Records Management Plan and the Records Management Manual, along with the MTAS Records Retention Schedules, to provide for an orderly and efficient system of records management, applicable to City officers and employees, on the subject of public records management and preservation, and to ensure that the procedures used to manage and preserve public records will be uniform throughout the City of Bartlett.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett as follows:

Section 1. The attached Records Management Plan and the Records Management Manual are hereby adopted, along with the MTAS Records Retention Schedules, to provide for a comprehensive, uniform system for the management and retention of City Records.

Section 2. The City Recorder is designated as the City's Records Officer and is hereby authorized and directed to preserve, retain, manage, and dispose of paper records in accordance with Tennessee law.

Section 3. The Records Management Plan, the Records Management Manual, and the MTAS Records Retention Schedules shall be retained in the office of the City Clerk.

Section 4. This Resolution shall be effective immediately on its passage.

Adopted this 28th day of October, 2025.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

CITY OF BARTLETT

RECORDS MANAGEMENT MANUAL

I. Records Management Plan/Policy, Purpose and Scope

The purpose of the Records Management Plan is to establish a uniform City policy to provide effective controls over the creation, distribution, use, retention, storage, retrieval, protection, preservation and final disposition of the records that are essential to the administration of the City. This program is created to:

A. Provide for the proper and efficient management of the public records of City of Bartlett from creation to disposition in the following sequence:

1. Preparation for records storage
2. Creation and maintenance of a records storage system
3. Rapid retrieval
4. Retention and disposition scheduling
5. Digital imaging applications
6. Destruction or transfer to archives or permanent storage
7. Disaster planning and recovery

B. Promote efficient administrative practices through the designated Department Records Coordinators.

C. Minimize overhead expense; reduce need for office space, filing equipment, file maintenance and staff time.

D. Improve responsiveness to information retrieval requests by the public.

II. Authority, Duties and Responsibilities

A. The City Clerk will administer the Records Management Plan and serve as the City's liaison to the Tennessee State Library and Archives with the following specific duties:

1. Maintain and annually distribute to Department Records Coordinators the most current edition of the City's Records Management Plan and, *Records Management for Municipal Government* including retention schedules which serve, in conjunction with the Tennessee State Library and Archives – Tennessee Archives Management Advisory (TAMA) entitled "Appraisal and Disposition of Records," as the official policy and technical guides for records management.
2. Assure that records are periodically transferred to the Tennessee State Library and Archives or to the City's Records Preservation Site, as appropriate.
3. Provide annual training and ongoing technical assistance and direction to the Department Records Coordinators regarding all policies and procedures of the Records Management Plan.

B. The **Department Heads** have the authority and responsibility to:

1. Appoint Department Records Coordinators to administer the department's Records Management Program.
2. Maintain a departmental Records Retention and Disposition Schedule that accurately lists all department records.
3. Assure that all original agreements and contracts are forwarded to the City Clerk for retention and preservation.
4. Review the department's *Records Retention and Disposition Schedule* at least once annually to ensure it is complete and accurate.

C. The **Department Records Coordinators** will be appointed by the appropriate department heads to administer the records management program within their department or division. The Department Records Coordinators will adhere to the records management policies set forth herein with the following specific duties:

1. Prepare and maintain a master records inventory of all file series within the department or division.
2. In accordance with the department or division *Records Retention and Disposition Schedule*, establish an ongoing, periodic calendar for destroying records or forwarding records to the Tennessee State Library and Archives or to the City's Records Preservation Site as directed by the City Clerk.
3. Assist and provide technical guidance and training to involved personnel within the department and provide liaison with the City Clerk.

III. Retrieval, Storage and Protection of Records

A. The Municipal Technical Advisory Service's *Records Management for Municipal Government*, in conjunction with the Tennessee State Library and Archives – Tennessee Archives Management Advisories serve as the official policy and technical guides for records retrieval, storage and protection.

B. All vital records, as defined in the Tennessee State Library and Archives – Tennessee Archives Management Advisory (TAMA), must be identified and duplicated for storage off-site as directed by the City Clerk.

IV. Archival and Historic Records Retention/Disposition of Records

A. Archival records will be retained as recommended by the provisions of Tennessee Archives Management Advisory (TAMA) and permanently stored at the City's Records Preservation Site or in the Tennessee State Library and Archives. All historic records not specified as "permanent" or "archival" in a current MTAS Records Retention and Disposition Schedule will be stored at the City Records Preservation Site.

B. Approval for destruction of records, including permanent records that have been

converted to another physical format (such as digital imaging), must be requested through the City Clerk at least thirty days prior to destruction, with the exception of police dash and/or body camera footage. Dash and/or body cam footage deletion will follow MTAS' Records Retention and Disposition Schedule automatically through defined software schedules. Records scheduled for destruction, as defined in the MTAS Records Retention and Disposition Schedule, must be clearly marked "Destroy after (date)" if they are stored in the Preservation Site. (If an investigation or litigation is pending or ongoing, records cannot be destroyed until the investigation is completed or the litigation resolved.)

V. Disaster Response

A. The department master records inventories, which identify the subject and location of records, are stored electronically, and records are kept in the City's Records Preservation Site.

B. In the event of a disaster, the initiation of communications, assessment of record damages and salvage of records will be performed in accord with the City's Emergency Operations Plan.

CITY OF BARTLETT

RECORDS MANAGEMENT PLAN

This Records Management Plan, along with its component, the Records Management Manual, is designed to ensure a high level of customer service. The Plan provides a comprehensive, uniform system for the efficient management, access, elimination and storage of City records.

The purpose of the Plan is to:

- Define a records management policy
- Retrieve, store and safeguard records
- Archive records for the use of future generations
- Destroy outdated paper records for efficient storage space management

The following paragraphs summarize the components of the Plan.

Records Management Policy

- The City Clerk shall be the City's Records Officer and will coordinate the implementation and maintenance of the City's records under this Plan.
- Department Records Coordinators designated by the department heads will implement and maintain departmental records under the direction of the City Clerk.
- The Records Management Manual (RMM) prepared in accord with the Municipal Technical Advisory Service's (MTAS) reference guide "Records Management for Municipal Governments" and Tennessee State Library and Archives – Tennessee Archives Management Advisory (TAMA) entitled "Appraisal and Disposition of Records" will serve as the official policy and technical guides to records management.
- The Department Records' Coordinators will be trained by the City Clerk initially and periodically in the use of these guides.

Retrieval, Storage and Protection of Records

- The RMM will be amended periodically by the City Clerk, with approval by the City's Chief Administrative Officer, to reflect advanced storage, retrieval and safety systems for various record types.

Archival, Retention/Disposition of Records

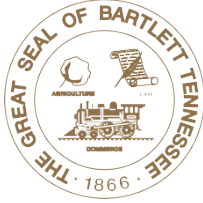
- Archival records will be retained as recommended by the Tennessee State Library and Archives under the provisions of TAMA entitled, “Appraisal and Disposition of Records.”
- Archival/permanent records will be stored at a City Records Preservation Site specified by the City Clerk.

Electronic Records

- Electronic records consist of magnetic tapes and disks, optical disks, compact disks (CD), and any other form of magnetic, electronic, or digital media and their associated software programs, documentation, manuals or instructions.
- Unless otherwise specified by this plan or by law, the retention and disposition requirements for all records are the same regardless of the format (paper, microfilm, or electronic).
- Electronic records not listed on a retention schedule must be added.

Disaster Plan

- A specific plan for the protection, recovery, and/or salvage of public records involved in a disaster will be developed and included in the City’s Emergency Operations Plan at the earliest possible date.



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

Resolution 39-25

Meeting: 10/28/2025 6:00 PM
Department: Administration
Category: Agreement
Prepared By: Penny Medlock, City Clerk
Initiator:
Sponsors:

Resolution 39-25, a resolution authorizing the photographic or electronic preservation and subsequent disposal of permanent paper records of the City of Bartlett, Tennessee in accordance with Tennessee Code Annotated § 10-7-702.

WHEREAS, Tenn. Code Ann. § 10-7-702 authorizes the governing body of a municipality, by resolution, to dispose of any permanent paper record of the municipality when such record has been preserved by an approved photographic or electronic process in compliance with Tenn. Code Ann. § 10-7-121; and

WHEREAS, the Board of Mayor and Aldermen seeks to ensure the secure, efficient, and cost-effective storage and retrieval of permanent records through authorized digital and photographic preservation methods; and

WHEREAS, the preservation of records in a photographic or electronic format, including but not limited to, photocopying, photostating, filming, microfilming, microphotographic processing, or reproduction onto computer media or other appropriate electronic media, allows for safe and reliable storage and retrieval, while reducing physical storage needs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Bartlett, as follows:

SECTION 1. In accordance with Tenn. Code Ann. § 10-7-702, the Board of Mayor and Aldermen of the City of Bartlett hereby authorizes the disposal of any permanent paper record of the City of Bartlett that has been appropriately preserved by any of the following means: photocopying, photostating, filming, microfilming, microphotographic process, or reproduction onto computer or removable computer media, or any other appropriate electronic medium, as authorized by Tenn. Code Ann. § 10-7-121.

SECTION 2. All photographic or electronic reproductions of permanent records must be made in compliance with state law and maintained in a manner that ensures their continued accessibility and integrity for the duration of their required retention period.

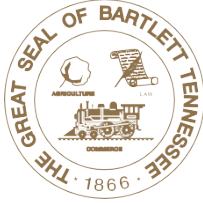
SECTION 3. This Resolution shall be effective immediately on its passage.

Adopted this 28th day of October, 2025.

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



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

Resolution 40-25

Meeting: 10/28/2025 6:00 PM
Department: Finance
Category: Resolution
Prepared By: Richard Phebus,
Director of Finance
Initiator:
Sponsors:

A resolution to amend the FY2026 Grants Fund budget to recognize Tennessee Department of Disability and Aging grant funding of \$50,000 for Bartlett Parks Department.

WHEREAS, the Bartlett Parks Department (Department) solicits various grants from the State of Tennessee and other agencies on an annual basis to enhance its parks and recreation properties and to benefit the citizens of Bartlett; and

WHEREAS, the Parks Department received original notice of a \$50,000 grant from the State of Tennessee Department of Disability and Aging for the benefit of the Bartlett Senior Center; and

WHEREAS, the Parks Department wishes to utilize these grant proceeds for the purpose of enhancing the Community Garden and providing Information Technology infrastructure upgrades at the Senior Center; and

WHEREAS, the Parks Department wishes to recognize the award of this grant funding which will be distributed on a reimbursement basis for upgrades and enhancements at the Senior Center; and

NOW THEREFORE BE IT RESOLVED By the Board of Mayor and Aldermen that the City of Bartlett Grant Fund FY2026 budget is amended by including this additional \$50,000 grant revenues and expenditures. General Ledger accounts, with description, to be amended are presented in the table below.

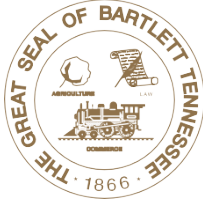
General Ledger Accounts	Description	Revenue Increase	Expenditure Increase
131.30000.33596.04526	TN Disability and Aging Grant	\$50,000	
131.44700.923.04526	Senior Center Improvements		\$50,000

Adopted this day of October 28, 2025

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



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

Ordinance 25-06

**Meeting: 10/28/2025 6:00 PM
Department: Planning
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Sam Harris, Senior
Planner
Initiator:
Sponsors:**

Ordinance 25-06, an ordinance to rezone from “RS-10” Residential Single Family to “C-G” General Business Commercial Property at 5866 Ivanhoe Road.

WHEREAS, an application has been received to rezone property described herein from “RS-10” Residential Single Family to “C-G” General Business; and

WHEREAS, a public hearing was held before the City of Bartlett Planning Commission on the 6th day of October 2025, and notice thereof published in The Bartlett Express, and made an unfavorable recommendation to the Board of Mayor and Aldermen that the proposed rezoning be approved; and

WHEREAS, a public hearing was held before this body on the 25th day of November 2025, and notice thereof published in The Bartlett Express,

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

SECTION I. The property described as follows is hereby rezoned from “RS-10” to “C-G”:

A tract of land situated in Bartlett, Shelby County, Tennessee being the Tamer Eldahan and Mohamed T Eldahan property recorded at Instrument 21133635 in the Register's Office of Shelby County, Tennessee and more particularly described as follows:

Beginning at a found ½" rebar at the southeast corner of this described property and the southwest corner of James and Nataki Palmer recorded at Instrument 14073678 and being in the north margin of Ivanhoe Road (55' Right-of-Way)

Thence with north margin of Ivanhoe Road the following calls:

1. N 85 degrees 05 minutes 09 seconds west for a distance of 225.86 feet to a point
2. A curve turning to the right through 16 degrees 56 minutes 19 seconds, having a radius of 351.32 feet, and whose long chord bears N 73 degrees 45 minutes 00 seconds west for a distance of 103.49 feet to the beginning of a curve

3. A curve turning to the right through 02 degrees 52 minutes 28 seconds, having a radius of 2159.64 feet, and whose long chord bears N 60 degrees 57 minutes 30 seconds west for a distance of 108.33 feet to the beginning of a curve

4. A curve turning to the right through 110 degrees 07 minutes 11.64272 seconds, having a radius of 24.9566 feet, and whose long chord bears N 11 degrees 16 minutes 51 seconds west for a distance of 40.9165 feet to a point in the east margin of Bartlett Boulevard (106' Right-of-Way)

Thence along the east margin of Bartlett Boulevard along a curve turning to the right through an angle of 18 degrees 09 minutes 44 seconds, having a radius of 1353.42 feet, and whose long chord bears N 42 degrees 10 minutes 42 seconds east for a distance of 427.23 feet to a point at the southwest corner of B&R Properties Memphis LLC recorded at Instrument 17079222

Thence S 87 degrees 04 minutes 00 seconds east for a distance of 175.25 feet to a point at the northeast corner of this described property and the northwest corner of Palmer

Thence with Palmer S 04 degrees 26 minutes 00 seconds west a distance of 450.00 feet to the point of beginning containing 149,253 square feet or 3.426 acres.

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

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

First Reading: October 28, 2025

Second Reading: November 13, 2025

Third Reading: November 25, 2025

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

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk

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

Bartlett Planning Commission
Application for Rezoning

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

Requested Zoning C-G General Business

Property Address 5866 Ivanhoe Road

Present Zoning RS-10

Owner/Developer Contact Mohamed Eldahan Phone 901-338-2685

Company Name _____ Fax _____

Address 3640 Summerdale Road Apt 204 Bartlett, TN 38133

Architect Contact _____ Phone _____

Company Name _____ Fax _____

Address _____

Engineer Contact Roy Lamica, P.E. Phone 901-355-1347

Company Name EFI Global Fax _____

Address 7975 Stage Hills Blvd, Suite 1 Bartlett, TN 38133

Submitted by Roy Lamica, P.E. Roy D Lamica 7/7/25
(printed name) (signature) (date)

Email Address roy.lamica@efiglobal.com Phone 901-355-1347 Fax _____

RL Attach a checked-off “**Rezoning Checklist**” and all items required therein.

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

RL Provide 18-folded ($\pm$ 10”x13”) sets of plans with a copy of the signed application attached to each set.

RL Provide an electronic PDF file of the plans. Note that an updated electronic file is required when plans are revised. The electronic file shall be labeled with the project name and accurately dated.

RL Include a fee with this application (check payable to the City of Bartlett) of \$1,000 for five (5) acres or less, plus \$100 per acre (after the first five) to a maximum of \$3,000.00. **The fee is not refundable.**

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

Mohamed Eldahan [Signature] 07/02/2025
(print name) (signature) (date)

Rezoning Checklist

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

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

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).

Sign to be Erected

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

The sign shall clearly state

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

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

Re-application

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

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

7975 Stage Hills Boulevard, Suite 1
Memphis, Tennessee 38133
Tel (901) 377 - 9984
efiglobal.com



July 7, 2025

Kim Taylor
Director of Planning & Economic Development
City of Bartlett
6382 Stage Road
Bartlett, TN 38184

**Subject: Statement of Purpose
 5866 Ivanhoe Road Rezoning
 Bartlett, TN**

Dear Planning Staff:

Mohamed Eldahan, the current property owner, is requesting consideration from the City of Bartlett for the rezoning of the property located at 5866 Ivanhoe Road. This property is located on the northeast corner of the intersection of Bartlett Boulevard and Ivanhoe Road. The property is currently zoned RS-10, and the owner is requesting to rezone to C-G General Business. The property is adjacent to Freeman Park to the west, commercial uses to the west and north, and residential parcels to the east and south. We believe this parcel would be difficult to develop into residential because of the low elevation of the ground and the requirement for new sidewalks. Since this parcel is on the border between existing commercial and residential, we believe this development would provide a good transition between the uses. The intent of the new development would be for 1-story commercial buildings, likely restaurants and retail shops. The owner has elected to not allow certain uses that are allowed in C-G, to limit the development to a smaller scale. The restricted uses are included in the attached list. The developer has two options of building style, either a modern look or a more residential style. Concepts have been provided in the attachments. The landscape buffer on the east side of the property would be of great importance to buffer the existing residential houses. We will work with the adjacent property owner on their preference on fencing.

Please let us know if you have any questions regarding the intent of this project.

Sincerely,

A handwritten signature in black ink that reads "Roy D. Lamica".

Roy D. Lamica, P.E.
EFI Global

C-G General Business uses not allowed.

Lodge, Club, Country Club

Museum

Parks/Recreation

Amusements, Commercial Indoor

Discount Store

Payday Loan Business

Hotel or Motel

Planned Industrial Development

Repair, General

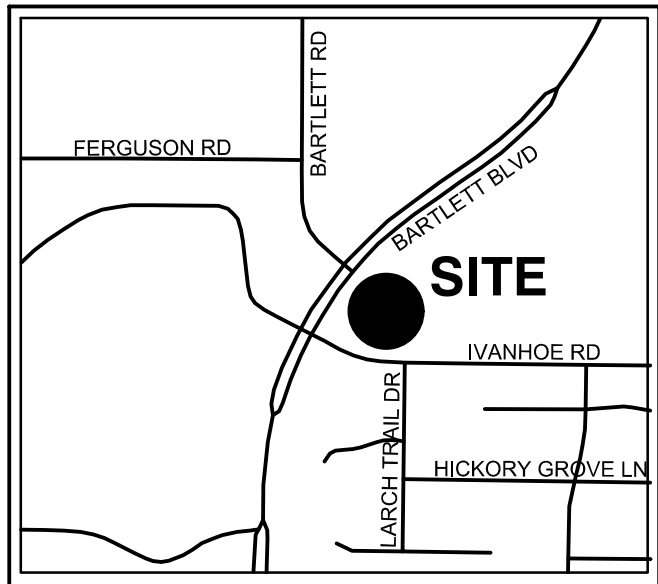
Utility Substation

Commercial Satellite TV Dish

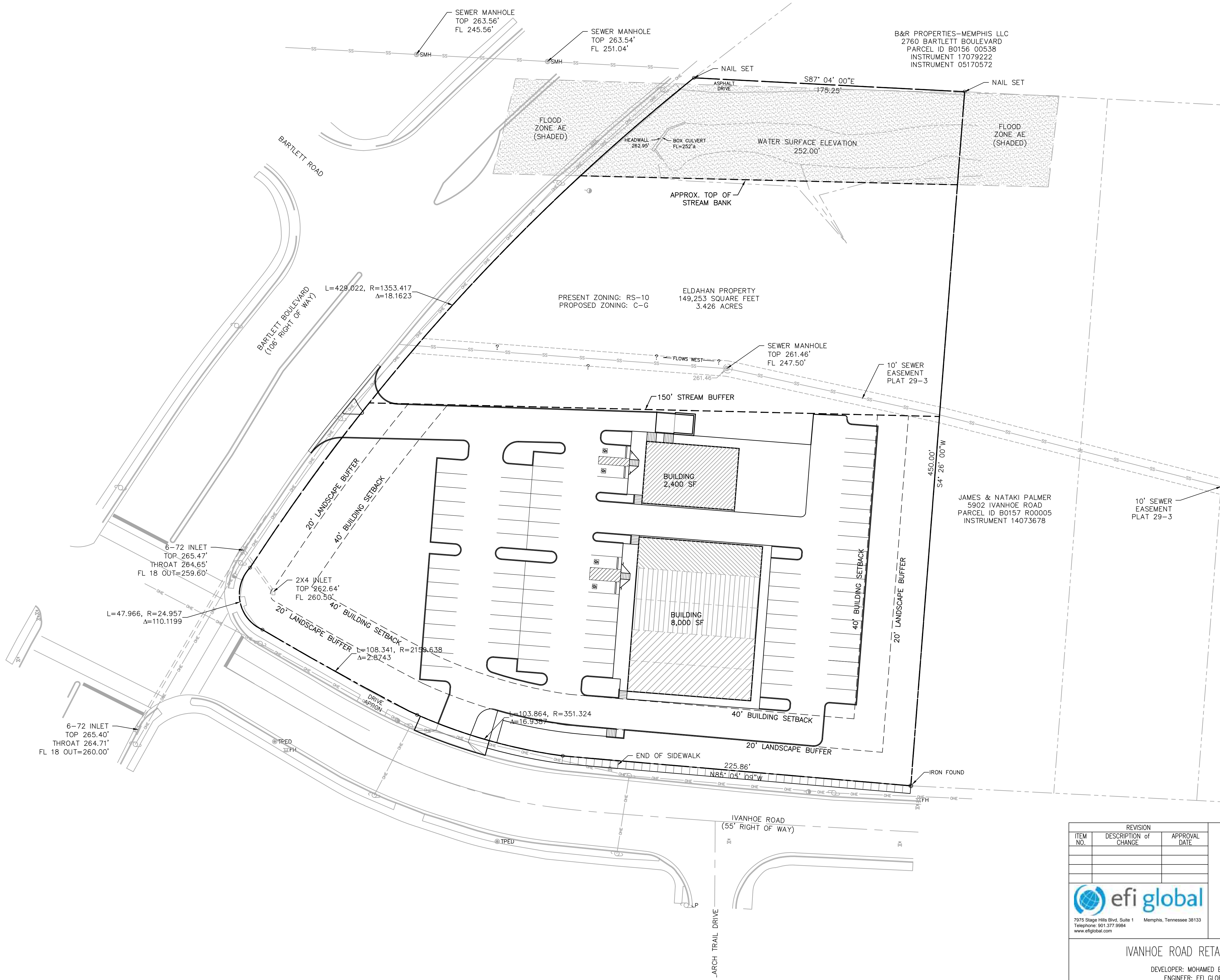




Residential Style



VICINITY MAP
(N.T.S.)



PROPERTY DESCRIPTION-5866 IVANHOE

BEING THE TAMER ELDAHAN AND MOHAMED T ELDAHAN PROPERTY RECORDED AT INSTRUMENT 21133635 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" REBAR AT THE SOUTHEAST CORNER OF THIS DESCRIBED PROPERTY AND THE SOUTHWEST CORNER OF JAMES AND NATAKI PLMNR RECORDED AT INSTRUMENT 14073678 AND BEING IN THE NORTH MARGIN OF IVANHOE ROAD (55' RIGHT OF WAY)

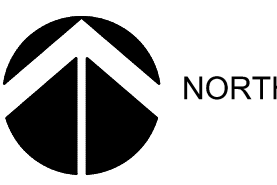
THENCE WITH NORTH MARGIN OF IVANHOE ROAD THE FOLLOWING CALLS:

1. N 85DEGREES 05MINUTES 09SECONDS W FOR A DISTANCE OF 225.86 FEET TO A POINT
2. A CURVE TURNING TO THE RIGHT THROUGH 16 DEGREES 56 MINUTES 19 SECONDS, HAVING A RADIUS OF 351.32 FEET, AND WHOSE LONG CHORD BEARS N 73 DEGREES 45 MINUTES 00 SECONDS W FOR A DISTANCE OF 103.49 FEET TO THE BEGINNING OF A CURVE.
3. A CURVE TURNING TO THE RIGHT THROUGH 02 DEGREES 52 MINUTES 28 SECONDS, HAVING A RADIUS OF 2159.64 FEET, AND WHOSE LONG CHORD BEARS N 60 DEGREES 57 MINUTES 30 SECONDS W FOR A DISTANCE OF 108.33 FEET TO THE BEGINNING OF A CURVE
4. A CURVE TURNING TO THE RIGHT THROUGH 110DEGREES 07MINUTES 11.64272SECONDS, HAVING A RADIUS OF 24.9566 FEET, AND WHOSE LONG CHORD BEARS N 11DEGREES 16MINUTES 51SECONDS W FOR A DISTANCE OF 40.9165 FEET TO A POINT IN THE EAST MARGIN OF BARTLETT BOULEVARD (106' RIGHT OF WAY)

THENCE ALONG THE EAST MARGIN OF BARTLETT BOULEVARD ALONG A CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 18 DEGREES 09 MINUTES 44 SECONDS, HAVING A RADIUS OF 1353.42 FEET, AND WHOSE LONG CHORD BEARS N 42 DEGREES 10 MINUTES 42 SECONDS E FOR A DISTANCE OF 427.23 FEET TO A POINT AT THE SOUTHWEST CORNER OF B&R PROPERTIES MEMPHIS LLC RECORDED AT INSTRUMENT 17079222

THENCE S 87 DEGREES 04 MINUTES 00 SECONDS E FOR A DISTANCE OF 175.25 FEET TO A POINT AT THE NORTHEAST CORNER OF THIS DESCRIBED PROPERTY AND THE NORTHWEST CORNER OF PALMER

THENCE WITH PALMER S 04 DEGREES 26 MINUTES 00 SECONDS W A DISTANCE OF 450.00 FEET TO THE POINT OF BEGINNING CONTAINING 149,253 SQUARE FEET OR 3.426 ACRES.



THIS IS TO CERTIFY THAT THIS PROPERTY (THE SUBJECT PROPERTY SURVEYED) IS NOT WITHIN THE LIMITS OF A DESIGNATED 'SPECIAL FLOOD HAZARD AREAS' SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD'. THE SUBJECT PROPERTY, BY GRAPHICAL REPRESENTATION ONLY, LIES WITHIN ZONE X DEFINED AS BEING, 'AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN' PER FEMA FIRM MAP NUMBER 47157003100 & 47157003300 DATED FEBRUARY 6, 2013 BASED UPON OUR INTERPRETATION OF THE LOCATION OF THE FLOOD HAZARD BOUNDARY LIMITS IN RELATION TO THE PROPERTY LINES. NO SURVEYING OR ENGINEERING WAS PERFORMED FOR THIS SURVEY TO DETERMINE FEMA FLOOD LIMITS.

REVISION		
ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE
		
7975 Stage Hills Blvd, Suite 1 Memphis, Tennessee 38133 Telephone: 901.377.9984 www.efiglobal.com		

IVANHOE ROAD RETAIL CENTER

DEVELOPER: MOHAMED ELDAHAN
ENGINEER: EFI GLOBAL

30' 0 30' 60'

SCALE 1" = 30'

SHEET 1 of 1

CITY OF BARTLETT DIVISION OF ENGINEERING

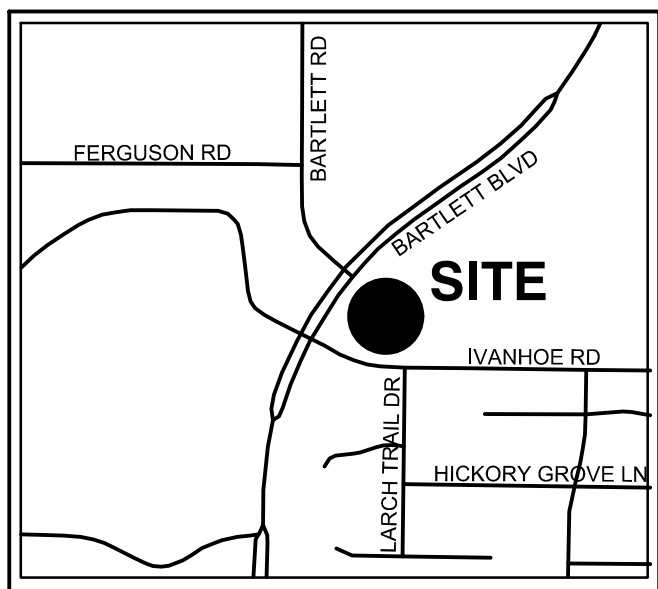
OVERALL SITE PLAN

LOCATION: 5866 IVANHOE ROAD
BARTLETT, TENNESSEE

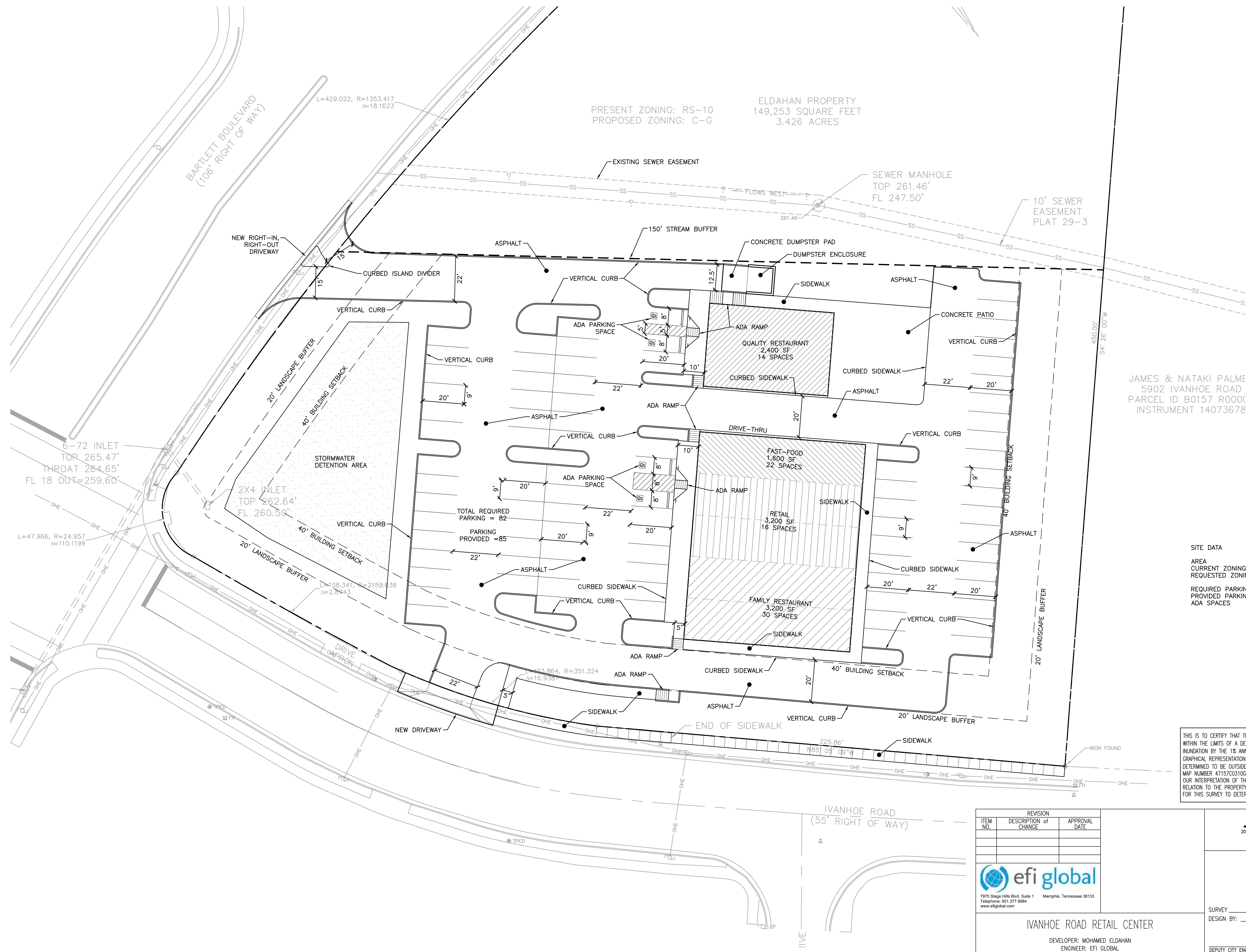
SURVEY _____ DATE MAY 2025 BOOK _____
DESIGN BY: EFI GLOBAL DATE 07.07.25 SCALE AS NOTED

REVIEWED _____

DEPUTY CITY ENGINEER _____ DATE _____ CITY ENGINEER _____ DATE _____



VICINITY MAP
(N.T.S.)



JAMES & NATAKI PALME
5902 IVANHOE ROAD
PARCEL ID B0157 R0000
INSTRUMENT 14073678

SITE DATA	
AREA	3.426 ACRES
CURRENT ZONING	RS-10
REQUESTED ZONING	C-G GENERAL BUSINESS
REQUIRED PARKING	82 SPACES
PROVIDED PARKING	85 SPACES
ADA SPACES	4



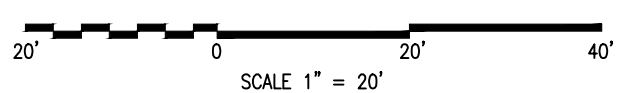
THIS IS TO CERTIFY THAT THIS PROPERTY (THE SUBJECT PROPERTY SURVEYED) IS NOT WITHIN THE LIMITS OF A DESIGNATED 'SPECIAL FLOOD HAZARD AREAS' SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. THE SUBJECT PROPERTY, BY GRAPHICAL REPRESENTATION ONLY, LIES WITHIN ZONE X DEFINED AS BEING, 'AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN' PER FEMA FIRM MAP NUMBER 47157C03106 & 47157C03306 DATED FEBRUARY 6, 2013 BASED UPON OUR INTERPRETATION OF THE LOCATION OF THE FLOOD HAZARD BOUNDARY LIMITS IN RELATION TO THE PROPERTY LINES. NO SURVEYING OR ENGINEERING WAS PERFORMED FOR THIS SURVEY TO DETERMINE FEMA FLOOD LIMITS.

REVISION

ITEM NO.	DESCRIPTION OF CHANGE	APPROVAL DATE

7975 Stage Hills Blvd, Suite 1 Memphis, Tennessee 38113
Telephone: 901.377.9984
www.efiglobal.com

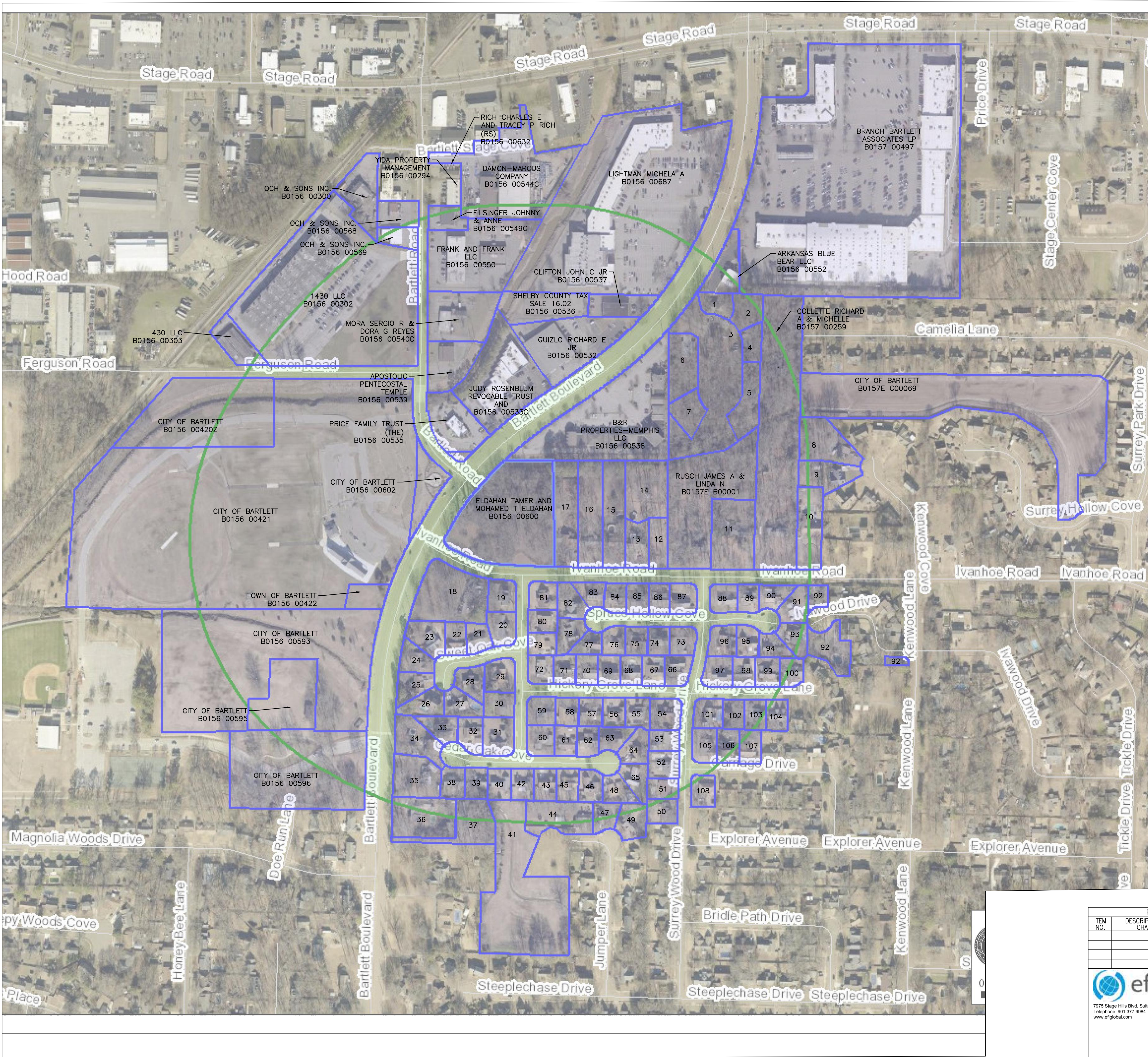
IVANHOE ROAD RETAIL CENTER
DEVELOPER: MOHAMED ELDAHAN
ENGINEER: EFI GLOBAL



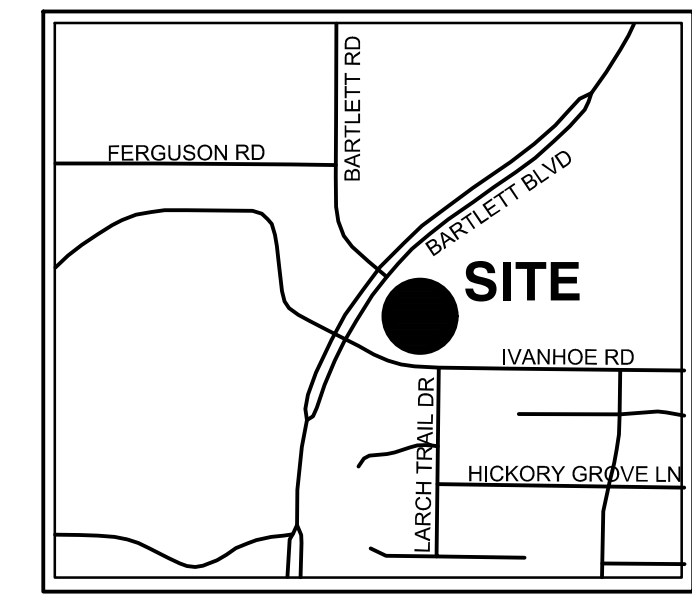
CITY OF BARTLETT DIVISION OF ENGINEERING

SITE PLAN
LOCATION: 5866 IVANHOE ROAD
BARTLETT, TENNESSEE

SURVEY _____	DATE <u>MAY 2025</u>	BOOK _____
DESIGN BY: <u>EFI GLOBAL</u>	DATE <u>07.07.25</u>	SCALE <u>AS NOTED</u>
REVIEWED		
DEPUTY CITY ENGINEER _____	DATE _____	CITY ENGINEER _____
DATE _____		DATE _____

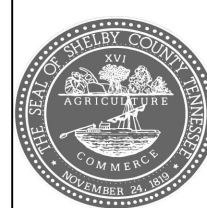


- 1-DAMRON ENTERPRISES LLC - B0157E B00009
2-LEATHERWOOD HAROLD N - B0157E B00010
3-AYYAGARI VENKATACHALAM - B0157E B00006
4-ARMOUR RICHARD L AND JOHN G - B0157E B00007
5-AYYAGARI VENKATACHALAM - B0157E B00008
6-AYYAGARI VENKATACHALAM - B0157E B00005
7-AYYAGARI VENKATACHALAM - B0157E B00004
8-SHRADER DANNY R & TONI L - B0157 Q00011
9-MCCASLIN MIKE & HOLIE - B0157 Q00010C
10-WILLIAMS JOHN C & BARBARA H AND - B0157 Q00018
11-DAY DAVID A & BETH P - B0157 00261
12-CITY OF MEMPHIS - B0157 00264
13-FRYER ROBERT R AND EVA P FRYER AND - B0157 R00007
14-FRYER ROBERT R & EVA P - B0157 R00006
15-RIEGER SHARI L & THOMAS M ARNDT - B0157 R00008C
16-PALMER JAMES & NATAKI - B0157 R00004C
17-PALMER JAMES & NATAKI - B0157 R00005
18-FIELDS ANTHONY J - B0156 00599
19-KELLEY TIMOTHY N & CAROLINE - B0156A A00001
20-CATES TOLBERT IV - B0156A A00002
21-GONZALEZ MIGUEL G & MARIA D - B0156A A00003
22-MOSELEY JAMES R & JULIA A - B0156A A00004
23-PHELPS LAWRENCE O & JOAN M - B0156A A00005
24-VARNELL SHEILA - B0156A A00006
25-LLOYD JASON F - B0156A A00007
26-RING CASSIE B & JONATHAN J - B0156A A00008
27-WEST ROBERT B & JOYCE E - B0156A A00009
28-WHITTEN MICHAEL H & ANNE D - B0156A A00010
29-NEAL CLARENCE & ALLEAN A - B0156A A00011
30-WEBB CLINTON W & AMY - B0156A A00012
31-WHITE MARY P - B0156A A00013
32-CARTER LOUIS & CORTELLA - B0156A A00014
33-MORGAN CHARLES D & SARA E - B0156A A00015
34-CLARK TORIONNA & WILLIAM - B0156A A00016
35-WOODWARD JULIA L & SCOTT B - B0156 00598
36-SMITH MICHAEL T & KRISTIE L - B0156 00612
37-CUMMINGS NATALIE M - B0156 00648
38-POTAT REVOCABLE LIVING TRUST - B0156A A00017
39-FREEMAN JENNIFER C - B0156A A00018
40-THOMPSON JOSEPH L & AMANDA M - B0156A A00019
41-CITY OF BARTLETT - B0156 00641
42-EPHLIN TIMOTHY P & SHIRLEY M - B0156A A00020
43-FORBES JEFFREY S AND LINDA R LEWELLEN - B0156A A00021
44-GRIFFIN MATTHEW A - B0156A C00008
45-PORTER BARBARA S - B0156A A00022
46-SAIN GWIN D - B0156A A00023
47-HILL TAQUALLA - B0156A C00007
48-LOPEZ WENDY R - B0156A A00024
49-SEGARRA REVOCABLE LIVING TRUST - B0156A C00006
50-PROSEUS GARY L & LINDA M - B0157E A00031
51-GOTTSHALL ROBERT J & BELINDA A - B0157E A00032
52-BRAWNER NEVA - B0157E A00033
53-FORRE PAUL H & DORIS H - B0157E A00034
54-EASON DAVID C & CAROL E - B0156A A00036
55-WHITTEN MICHAEL H & E ANNE - B0156A A00035
56-ERBE FREDERICK L - B0156A A00034
57-MAIDENS CAYCE C - B0156A A00033
58-MATLOCK JOE E & BETTYE - B0156A A00032
59-HARRIS FAMILY IRREVOCABLE TRUST - B0156A A00031
60-KING EUGENE H & KATHERINE B - B0156A A00030
61-SHIRLEY KIMBERLY D - B0156A A00029
62-CHURCH JAMES W & JILL A - B0156A A00028
63-MASINSIN SHIRLEY - B0156A A00027
64-AGOSTO ABIGAIL - B0156A A00026
65-SON SPRING INVESTMENTS LLC - B0156A A00025
66-ELAM JOSHUA & CONSTANCE - B0156A A00069
67-JOHNSON BRIAN J & LINDSAY G - B0156A A00070
68-JAIMEZ JUAN R & PATRICIA D - B0156A A00071
69-GETMAN CLYDE J & SUZANNE M - B0156A A00072



VICINITY MAP
(N.T.S.)

- 70-STRAHL DONALD L & BARBARA L - B0156A A00073
71-SIRASOMBATH CHRISTY N & BOUNSOU - B0156A A00074
72-MCGAN TERRY G & PAMELA D - B0156A A00075
73-DAWSON JASON A & AMBER R - B0156A A00068
74-KIRBY FAMILY TRUST - B0156A A00067
75-TORRES RUBEN & MARIA L PALACIO - B0156A A00066
76-SIGLER MIKEL Z - B0156A A00065
77-BRYAN MICHAEL D & TERESA A - B0156A A00064
78-ALLEN DAVID L REVOCABLE TRUST - B0156A A00063
79-GREENE DAVID E & HELEN D - B0156A A00076
80-BUI DUNG N & MINH H TRINH - B0156A A00077
81-MASON LEONARD E AND SHIRLEY K MASON - B0156A A00078
82-STRICKLAND LARRY M & BILLIE J - B0156A A00062
83-MELTON CHELSEA A & JOSEPH B - B0156A A00081
84-POSEY RONALD W & NANCY D - B0156A A00082
85-JACOBSON STEPHEN M & MARY L - B0156A A00080
86-RODGERS STEVEN M & KATHLEEN L - B0156A A00058
87-AUFDENKAMP NED & NICOLE - B0156A A00057
88-BENEFIELD DOWARD T & JANIE R - B0156A A00056
89-WOODS AMANDA F - B0156A A00055
90-FERNANDEZ CLAUDIO A JR - B0156A A00054
91-MOYES DAVID A SR & ANTHEA F - B0156A A00053
92-CEDAR OAKS HOMEOWNERS ASSOC INC - B0157W D00001
93-GEORGE FRANK W & MARY L - B0156A A00052
94-GREEN MARY B - B0156A A00051
95-VICK FRANK L & KRISTI T - B0156A A00050
96-BEAVER BLAINE & CASEY - B0156A A0004997
97-LAXTON JENNIE L & JONATHAN D - B0156A A00048
98-HAMPTON TONI L AND JALEN M HAMPTON AND - B0156A A00047
99-JONES FRANK & JO ANN - B0156A A00046
100-ALEXANDER JOSHUA & DEANNA DANIEL - B0156A A00045
101-KENDALL RICKY J - B0156A A00079
102-TESREAU CONNIE G & JOANN S - B0156A A00038C
103-JOYNT GERALD D & CAROLYN K - B0156A A00039
104-AFFORDABLE MANAGEMENT LLC - B0156A A00040
105-TOWNSEND MICHAEL E & SHERRY E - B0157E A00035
106-READ MATTHEW T AND LEIGH A SEWARD (RS) - B0157E A00036
107-JORDAN JAMES W & ELEANOR S - B0157E A00037
108-CULLEY TRACY AND GEORGE RUSSELL AND - B0157E A00051



Map prepared through Shelby County Government's
online mapping Portal on 6/20/2025



THIS IS TO CERTIFY THAT THIS PROPERTY (THE SUBJECT PROPERTY SURVEYED) IS NOT WITHIN THE LIMITS OF A DESIGNATED 'SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD'. THE SUBJECT PROPERTY, BY GRAPHICAL REPRESENTATION ONLY, LIES WITHIN ZONE X DEFINED AS BEING, 'AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN' PER FEMA FIRM MAP NUMBER 47157C0010C & 47157C0030G DATED FEBRUARY 6, 2013 BASED UPON OUR INTERPRETATION OF THE LOCATION OF THE FLOOD HAZARD BOUNDARY LIMITS IN RELATION TO THE PROPERTY LINES. NO SURVEYING OR ENGINEERING WAS PERFORMED FOR THIS SURVEY TO DETERMINE FEMA FLOOD LIMITS.

REVISION		
ITEM NO.	DESCRIPTION of CHANGE	APPROVAL DATE



IVANHOE ROAD RETAIL CENTER

DEVELOPER: MOHAMED ELDAHAN
ENGINEER: EFI GLOBAL

SHEET 1 of 1

CITY OF BARTLETT DIVISION OF ENGINEERING

VICINITY MAP

LOCATION: 5866 IVANHOE ROAD
BARTLETT, TENNESSEE

SURVEY	DATE	MAY 2025	BOOK	
DESIGN BY:	EFI GLOBAL	DATE	07.07.25	SCALE
DEPUTY CITY ENGINEER	DATE	CITY ENGINEER	DATE	AS NOTED

October 4, 2025

Letter to City of Bartlett Planning Commission Opposing Rezoning of 5866 Ivanhoe Rd

Formal Statement of Opposition

To the Honorable Members of the City of Bartlett Planning Commission,

We are writing to you as concerned residents regarding the proposed rezoning of the property located at 5866 Ivanhoe Rd, Bartlett, TN 38134. We wish to respectfully express **our strong opposition to this rezoning request.**

We are deeply concerned that the proposed changes will negatively impact the character and stability of our neighborhood. Rezoning this parcel will result in increased traffic congestion, strain on local infrastructure and services, and a potential decrease in property values for current homeowners. Many residents chose this area for its established character and sense of community, and altering the zoning could fundamentally change the nature of our neighborhood.

Furthermore, there is apprehension among neighbors about the potential for increased noise and reduced safety, particularly when the rezoning allows a business or several businesses and/or commercial uses that are not in harmony with the surrounding residential area. These worries are not unfounded, and I urge the Commission to take into account the voices and well-being of the existing residents.

Please also take into consideration our beautiful Freeman Park and all the activities that happen there. And, the bad situation this property change will create for the Park activities of which there are many. As well as the accessibility to and from Freeman Park.

It is our belief that this rezoning will create even more traffic via Ivanhoe to Surrey Park to Bragg Lane to Stage Road. Traffic from Bartlett Blvd. has for years used this route as a shortcut from there to Stage Road. We ourselves have verified that over 300 cars daily use this route as a shortcut. We personally have at various times counted the cars that do this. AND, by the way almost every car that comes that path RUNS THE STOP SIGN AT CAMELIA

LANE AND SURREY PARK, AND THE STOP SIGN AT CAMELIA LANE AND BRAGG LANE.
EVEN POLICE CARS RUN THAT STOP SIGN!!

I respectfully request that the Commission thoroughly consider the long-term effects that this rezoning could have on our community and prioritize the concerns of those who call this area home. Please preserve the integrity and residential quality that make our neighborhood so special.

I request that the Planning Commission do not approve this rezoning consideration. And, that the Mayor and Aldermen ABSOLUTELY VOTE NO ON THIS REZONING REQUEST. I do not believe that you nor the Mayor and Aldermen would want this in your residential neighborhood. VOTE AS IF YOU LIVED NEXT DOOR TO THIS Rezoning request!!!!

Thank you for your attention to this important matter. I appreciate your service and dedication to the City of Bartlett and its residents.

Sincerely,

Peggy J. Taylor
Ira T. Taylor

Cell # 901-870-7966

IRA T. TAYLOR & PEGGY J. TAYLOR

2765 SURREY PARK DRIVE

BARTLETT, TN 38134-4654

FIREBURD7@AOL.COM

October 5, 2025

Attn: Kimberly Taylor

Director of Planning and Economic Development

Bartlett City Hall Annex

632 Stage Road

Bartlett TN 38134

Re: Rezoning Request for 5866 Ivanhoe Road

To Members of the Bartlett Planning Commission:

We join our neighbors in strongly opposing the rezoning of 5866 Ivanhoe Road.

We have lived in our home at 5859 CEDAR OAK COVE, BARTLETT TN 38134, for forty years. Others have resided in our neighborhood for a longer period. As a group, we have purchased our homes, kept them maintained to the best of our abilities, paid our property taxes, voted, raised our children and supported local schools. We have patronized nearby restaurants and retail and service outlets, thereby contributing to Bartlett's sales tax revenues. We are the real investors in our residential area.

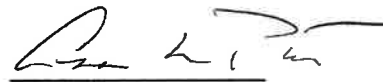
On the other hand, and to the best of our knowledge, Mr. Eldahan has no attachments to our neighborhood prior to purchase of the Ivanhoe Road property. So far as we are aware, Mr. Eldahan's sole interest in our neighborhood is that of personal gain. Given that he may have a sincere desire to support Bartlett's commercial activities, we would welcome his utilization of available real estate currently for sale or lease, already zoned for commercial purposes, and in need of occupants. A quick look at internet resources such as Loopnet.com, Cityfeet.com, and CommercialCafe.com indicates that there are many nearby opportunities that could be investigated.

We ask that you support us in maintaining our neighborhood as the welcoming home that it has always been – one where we and our neighbors will want to remain and one where others will want to bring their families. Please vote no on the 5866 Ivanhoe Road rezoning request.

Respectfully,



David Poteat



Ann Poteat

Sam Harris

From: Donna Davenport <dfdcats@gmail.com>
Sent: Sunday, October 5, 2025 3:37 PM
To: David Parsons; Brad King; Robert Griffin; David Reaves; Monique Williams; Jack Young; Kevin Quinn; Kim Taylor; Sam Harris
Subject: [External]Rezoning of 5866 Ivanhoe Road, Bartlett, TN

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 Mayor, Aldermen, and Planning Commission of Bartlett, TN:

We are Doug and Donna Davenport and are emailing you concerning the upcoming Public Hearing on Monday, October 6, 2025, regarding the rezoning of the property at 5866 Ivanhoe Road in Bartlett, TN, from RS-10 Residential to C-G General Business. We hope there will be a time to express our thoughts at this hearing, but thought it might be good for you to know our views prior to the meeting.

We have lived at 5995 Hickory Grove Lane in Bartlett for over 41 years. We raised both of our sons here. They attended Bartlett schools, played sports, played in the neighborhood, and graduated from Bartlett High School. Our youngest son is now married and raising his family of 3 boys in Bartlett.

We have loved our neighborhood ever since we moved here. It is not as old as the beautiful homes located in the Historical District of Bartlett, but Surrey Woods is one of the older neighborhoods in Bartlett. It is where many of us have raised our children and where we have chosen to continue to live because it still has a very safe, homey, down-to-earth, "neighbor-taking-care-of neighbor" charm that many newer communities have yet to develop. It is where many of you, along with our wonderful police and firemen, have often joined us in our annual "Bartlett's Night Out" celebrations. Surrey Woods is our HOME...which is why we, along with many others, are opposed to the possible rezoning of the property in question which would allow retail businesses to be located at the very entrance to our neighborhood home.

We believe the creek that is located between the 5866 Ivanhoe property and the retail shops of Normandie Place is a very natural and perfect dividing line between business activity and neighborhood life in our community. We feel a retail shop or business located at the entrance of Surrey Woods would greatly decrease the "neighborhood" feel and its peaceful character and quiet atmosphere, as well as home values, and that it would be especially disturbing to the homes within the first few lots, coves, and streets.

We also would like to ask...why do we need a new development for a retail business? Currently there are lease spaces available in Normandie Place, the Malco Plaza (where Tuesday Morning was once located), the Kroger shopping center, along the 2800 block of Bartlett Road, and what about the corner lot at Bartlett Road and Stage where Warr & Geurin Garage was once located? All of these are located just blocks away from the Ivanhoe location in question and yet are already zoned for business. There are also many more available spaces located all over Bartlett! Shouldn't we focus on getting these current retail areas filled with businesses and tenants rather than rezoning and breaking ground on a new property...especially a property in a neighborhood???

PLEASE...PLEASE DO NOT ALLOW THE ENTRY LOT IN OUR BEAUTIFUL ESTABLISHED SURREY WOODS NEIGHBORHOOD TO BE REZONED FOR A BUSINESS OR SOMETHING OTHER THAN A FUTURE HOME. PLEASE HELP US SAY **NO** TO THIS REZONING REQUEST. AGAIN, WE RESPECTFULLY SAY...PLEASE.

Thank you,

Doug and Donna Davenport

Sam Harris

From: Kim Taylor
Sent: Friday, October 3, 2025 4:11 PM
To: Sam Harris
Subject: FW: [External]Proposed Re-zoning 5866 Ivanhoe

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



From: STEVE EBBERS <sebbbers@comcast.net>
Sent: Friday, October 3, 2025 4:10 PM
To: Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]Proposed Re-zoning 5866 Ivanhoe

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.**

Hello Ms. Taylor,

My name is Steve Ebbers. My wife, Liz, and I are long-term residents of Bartlett. We own two homes in Bartlett, including a house where my daughter currently lives on Steeplechase Drive just around the corner from the Ivanhoe property. That home has been in our family for over 50 years.

We were attracted to Bartlett for a lot of reasons but especially because of the neighborhood friendly atmosphere, with a clear separation of residential and commercial property. City planners have done a great job of protecting the City's residential neighborhoods and Bartlett has grown as a result of those efforts.

You are being asked now to change the city plan and to change the zoning of this one stand-alone residential property from residential to commercial. This would be the only commercial property on Ivanhoe. A commercial establishment on this property will change the character of the surrounding neighborhood and change the character of Freeman Park.

We attended the information meeting held by the owner several weeks ago at Singleton Community Center. The property owners acknowledged that they knew the property was zoned residential when they bought it and that they originally planned to build homes on the property. When the City limited the number of homes to less than the owners had hoped, they decided to try to have the property rezoned commercial.

This change is not in the best interest of the City of Bartlett, and it is certainly not in the best interest of the surrounding neighborhood. The change is requested to maximize the owners' profit on this property. They do not know what business will be built there, they just want it to be zoned commercial.

There is no shortage of available commercial space in Bartlett. It is my understanding that Bartlett currently has over 120,000 square feet of vacant retail space, which does not include additional available space for sale that has already been zoned commercial.

A commercial property at this location will be a traffic nightmare. The amount of traffic trying to enter the property on the Ivanhoe entrance will create a dangerous situation and the entrance on Bartlett Boulevard will be immediately after the traffic light creating additional hazards.

There is certainly no reason for commercial space to encroach on the surrounding neighborhood. When you look at the map on the Register of Deeds site, there is no commercial property south of the Ivanhoe property, no commercial property east of the Ivanhoe property, and there is beautiful Freeman Park west of the property. There is commercial property north of the Ivanhoe property, but that commercial property is separated by a natural boundary of a rather large tree lined drainage ditch and easement.

The City of Bartlett planners, in their wisdom, zoned this property residential. There are many reasons for the property to maintain its residential zoning. There is no compelling reason to change that zoning to commercial. Maximizing the owners' profit at the expense of the City of Bartlett and the surrounding neighborhood is certainly not a reason to rezone this property. The owner can still build homes on this property, provided the plans are approved by the City of Bartlett.

Thank you,
Steve Ebbers

Sam Harris

From: Kim Taylor
Sent: Friday, October 3, 2025 4:03 PM
To: Sam Harris
Subject: FW: [External]5866 Ivanhoe

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



From: Hannah Guess <hannahguess@yahoo.com>
Sent: Friday, October 3, 2025 1:15 PM
To: Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]5866 Ivanhoe

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.**

To whom it may concern:

As residents of Tickle Drive, we are vehemently opposed to the proposed rezoning of 5866 Ivanhoe Road. Allowing the rezoning of this residential area to commercial would be a detriment to the neighborhood.

We bought in Bartlett just shy of three years ago as first time homebuyers and something we particularly enjoyed about this area was the strong neighborhood feel. In our time on Tickle, we have been welcomed by neighbors from many streets over; there is a strong sense of community in this area, with neighbors looking out for neighbors. Being outside on a nice day, you will find kids playing and riding bikes, people working in their gardens, families walking dogs, and neighbors checking in on one another. It would be a great shame to destroy the quiet solitude of this neighborhood by allowing for commercial development just up the street.

The addition of the traffic light and crosswalks at Ivanhoe and Bartlett Boulevard have been a welcomed change in making access to the park and all of the community events there easier for people in the neighborhood and entire surrounding area. We fear that putting a commercial development right at this corner would negate all the benefits of this easier park access by increasing traffic to the area.

Additionally, we have concerns about the lack of notice of this proposed rezoning. Mailings and announcements should have gone out to far more in the area than they did; we only heard of the specific plans for the site through social media, and with many elderly neighbors would do not have social media accounts, it feels as though more effort should have been taken to make sure that the voices of all neighbors were heard in regards to this proposal.

There are far too many commercial buildings already sitting empty; creating another area to potentially be an empty storefront seems shortsighted. Perhaps if the developer is interested in making money from the land, he could utilize it as is and build some single-family homes to allow more people to enjoy our peaceful neighborhood.

Please hear the voices of those of us who live in the area and do not approve this proposed rezoning.

Thank you for your time,

Mitchell and Hannah Cothron
2667 Tickle Drive

Sam Harris

From: Kim Taylor
Sent: Friday, October 3, 2025 4:02 PM
To: Sam Harris
Subject: FW: [External]Opposition to the proposed Rezoning of 5866 Ivanhoe Road

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



From: Liz Ebbers <lizzy2000@yahoo.com>
Sent: Friday, October 3, 2025 1:27 PM
To: Kim Taylor <ktaylor@cityofbartlett.org>; David Parsons <dparsons@cityofbartlett.org>
Subject: [External]Opposition to the proposed Rezoning of 5866 Ivanhoe 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.**

Hi there,

I noticed a sign posted at the corner lot where the property owner is asking for rezoning from R-10 to C-G General Business. I am opposed to this, along with many of my neighbors.

I am the property owner of 5936 Steeplechase Drive in the Surrey Woods Subdivision. My family has owned this home since 1977. We love this neighborhood. We understand how dangerous and challenging this section of Bartlett Blvd really is. Over 40 years ago my family was involved in a traffic accident right at this very intersection. That was before the light was installed. Needless to say, we are pleased with the new light. It allows us to safely enter our neighborhood from Bartlett Blvd. However, with a commercial business right on this corner, I am concerned that everything that was done to help the residents enter and leave Ivanhoe Road will be negated from a commercial enterprise at this corner. I believe the amount of commercial traffic will negatively impact this neighborhood.

I was concerned and attended the general business meeting back in July. The engineer and owner proposed drawings showing their vision for 1 1/2 acres of the 3.14 acres. This Ivanhoe Road property has flood zone restrictions. The creek runs alongside the property.

In the 1 1/2 acres of buildable space, they are proposing 3 structures/buildings, one building would have a drive-through window, and 85 parking spaces, and entrances and egresses on both Ivanhoe Road and Bartlett Blvd.

This meeting was packed with the neighborhood. We overwhelmingly opposed this commercial development. Our concerns:

1. There is not any other commercially zoned property on Ivanhoe Road. Ivanhoe Road is a through-fare road into a solid residential neighborhood. If you vote to allow this commercial rezoning, then there will be a lot of commercial activity in a neighborhood. We want to protect where we live to be a contained, safe, and peaceful area. Commercial businesses do not belong in residential neighborhoods. That's why we abide by zoning and respect zoning restrictions. Proper zoning protects neighborhoods from the amount of traffic, deliveries, noise, congestion, parking overflow, commercial lighting, and excessive trash that are indicative of commercial businesses.

2. The amount of traffic that will be generated will negatively impact the neighborhood for those entering and exiting on Ivanhoe Road. This is a single residential road. It is not ideally suited to accommodate the amount of traffic these businesses will generate - just imagine 85 cars and continuous traffic on Ivanhoe Road. It will cause back-ups on Ivanhoe Road in both directions. This traffic will make Ivanhoe Road more dangerous.

3. The amount of traffic that will use the Bartlett Blvd Road entrances will cause congestion for those turning left into the property. For those who are traveling down Bartlett Blvd turning right into the property will cause those traveling 40 miles/hour to be mindful of the slowing turning traffic. And those leaving the property will have a blind-spot for the traffic on Bartlett Blvd.

4. In addition, the owner said he would also need special consideration to alter the Bartlett Blvd entrance over a portion of the flood zone area, aligning with the cut-outs on Bartlett Blvd. I am concerned how this will impact the surrounding property when the ditch is filled in. Will the lower property now flood? How will the altered entrance impact the traffic flow on Bartlett Blvd? Is this wise?

5. The drive-through tells me that they are expected flow through traffic. So the plans allowing 85 cars on this property now has expanded exponentially. Rumors circulating say it may be a Sandwich shop or a Smoothie-King. So the above concerns are now even more disconcerting. I believe there will be a lot of moving traffic spilling into the neighborhood streets. Will this be like the Chick-fil-e on Poplar Avenue where traffic flow is backed up onto the street. Is this what we can expect on Ivanhoe Road?

6. Did you know that Rajun Cajun has both entrances and egresses on the side street - you can not enter from Bartlett Blvd. And there are approximately 40 parking spaces for this restaurant. There is not an operable drive through window either. It does not promote quick flow through car traffic. There are no homes immediately near this restaurant that would have to deal with the noise, traffic, and trash. Rajun Cajun restaurant does not impact traffic flow from any of the surrounding streets. This restaurant does not negatively impact a neighborhood, unlike what is being proposed on Ivanhoe Road. So given the doubled amount of parking, will this commercial property on Ivanhoe be double the size in comparison to Rajun Cajun? If it is, then I don't believe the Ivanhoe Road corner area can withstand that much traffic, noise and congestion.

So why this property.... it was purchased as residential 3 years ago for \$180k for the 3.14 acres. Originally, the owner said he had plans to put 5 residential homes there. But then discovered that this property has a flood zone restriction. So the usable/buildable space was reduced to 1 1/2 acres. Our neighborhood would welcome plans to build in alignment with the neighborhood. It is well within his rights to build 3 residential homes R10 on this property. We are not opposed to residential R-10 building. We are opposed to commercial building in this residential neighborhood. I was taken back when the engineer said during the meeting that the owner was not interested in building 3 homes on the residential property.

Instead, I believe the owner wants to alter the neighborhood. Not to better the neighborhood but to negatively burden the neighborhood- for his mere financial benefit that a commercially zoned property will bring to him. Meanwhile, we as homeowners and residents of this neighborhood will be left with congestion, traffic, noise and the possibility of having a blighted property should the businesses fail - all right in our neighborhood because it is not the right location for a commercial business.

In summary, there are plenty of available commercial properties, so if the owner was truly interested in investing in Bartlett there are better choices to have a successful business. Better choices that will allow the patrons easy entrance and exiting. Better choices that do not alter a neighborhood negatively. Better choices for street visibility.

Help us keep our neighborhood as a neighborhood.

Thank you for your consideration and reading this long opposition.

Liz Ebbers

Ms. Kimberly Taylor
Director of Planning and Economic Development
Bartlett City Hall Annex
6382 Stage Road
Bartlett TN 38134

Dear Ms. Taylor,

We are writing in regard to the rezoning request being made for the property at 5866 Ivanhoe Road, which is on the Planning Commission agenda for October 6, 2025 (see copy of Notice, attached).

We have owned the property at 5920 Ivanhoe Road since 2004. Our property is less than 200 feet from the property being considered for rezoning from Single Family Residential to General Business.

When we purchased our property over 20 years ago, we were taken with the nature of the neighborhood, which consists of mostly owner-occupied family homes in a fairly quiet, heavily treed, well-established residential neighborhood. These facts directly contributed to our decision to purchase the property as our forever home.

City zoning is not arbitrary, un-informed or random. Zoning is intended, among other things, to protect the interests of the people purchasing and developing or improving their properties. Our neighborhood of Surrey Park and the surrounding residential neighborhoods were zoned Single Family Residential for a reason – to protect the interests of those seeking to purchase, develop and improve residential properties. If a potential residential purchaser cannot be assured that the surrounding neighborhood will remain residential, the risk of losing the character of the neighborhood and potentially losing property value may be a deterrence. If we thought a property less than 200 feet from our home could arbitrarily be rezoned to General Business, we would have never purchased our property.

There are available commercial properties a short distance North of the property at issue here. It defies logic that a long-established residential property would need to be rezoned for commercial interests, when there are numerous existing and available commercial properties nearby.

Thank you for hearing and considering our concerns.

Sincerely,



Thomas M. Arndt and Sharon L. Rieger
5920 Ivanhoe Road
Bartlett TN 38134

Sam Harris

From: Kim Taylor
Sent: Friday, October 3, 2025 8:36 AM
To: Sam Harris
Subject: FW: [External]5866 Ivanhoe Rd

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



From: Emily Breckenridge <emilyebreck@gmail.com>
Sent: Thursday, October 2, 2025 5:29 PM
To: David Parsons <dparsons@cityofbartlett.org>; Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]5866 Ivanhoe Rd

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.**

To Whom it May Concern,

I am writing to express my strong opposition to the rezoning of the property at 5866 Ivanhoe Rd. As a resident of a surrounding neighborhood who frequently visits Freeman Park and the surrounding commercial developments, it is my opinion that there are already too many vacant commercial spaces for rent in the area. Vacant buildings become an eyesore to the community, invite crime, and hinder property values.

Furthermore, the current zoning is most appropriate, considering the close proximity to other homes and neighborhood amenities, such as Freeman Park.

I ask that you consider the residents and our wishes, and do not grant this request.

Sincerely,
Emily Breckenridge
(901)487-8653

3329 Doberman Cv.
Bartlett, TN 38134

Sam Harris

From: Kim Taylor
Sent: Monday, September 29, 2025 9:19 AM
To: Sam Harris; Leslie Brock
Subject: FW: [External]5866 Ivanhoe Road

Good morning,

This is for the record. See email below:

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



From: Rie McGhee <eklcam@yahoo.com>
Sent: Saturday, September 27, 2025 9:55 AM
To: Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]5866 Ivanhoe 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.**

Good morning!

I just received information from a neighbor about rezoning the property at the end of our street. I live at 6096 Ivanhoe Road.

I don't necessarily want to speak at the meeting, but wanted you to know that I am against the rezoning.

I love our neighborhood. I love the parks in our neighborhood. And I especially love that businesses are within walking distance, but NOT directly in our neighborhood.

Both of my daughters went to Bartlett High School, and I always worried about their walking to school because of all the traffic. Thank goodness the city of Bartlett installed that wonderful light at Ivanhoe and Bartlett Blvd. Thank you for that!! We have lots of walkers, runners, and children in our neighborhood. Let's keep them safe. Also, I don't see the value in having anything commercial at the end of our

neighborhood, especially if one day, it ends up empty or abandoned. There are plenty of other open commercial spaces.

Please keep our neighborhood commercial zone-free.

Thank you for your consideration.

Annmarie Ghio
6096 Ivanhoe Road

[Sent from Yahoo Mail for iPhone](#)

July 23, 2025

Letter to City of Bartlett Planning Commission Opposing Rezoning of 5866 Ivanhoe Rd

Formal Statement of Opposition

To the Honorable Members of the City of Bartlett Planning Commission,

I am writing to you as a concerned resident regarding the proposed rezoning of the property located at 5866 Ivanhoe Rd, Bartlett, TN 38134. I wish to respectfully express my strong opposition to this rezoning request.

I am deeply concerned that the proposed changes will negatively impact the character and stability of our neighborhood. Rezoning this parcel will result in increased traffic congestion, strain on local infrastructure and services, and a potential decrease in property values for current homeowners. Many residents chose this area for its established character and sense of community, and altering the zoning could fundamentally change the nature of our neighborhood.

Furthermore, there is apprehension among neighbors about the potential for increased noise and reduced safety, particularly if the rezoning allows for higher density development or commercial uses that are not in harmony with the surrounding residential area. These worries are not unfounded, and I urge the Commission to take into account the voices and well-being of the existing residents.

I respectfully request that the Commission thoroughly consider the long-term effects that this rezoning could have on our community and prioritize the concerns of those who call this area home. Please preserve the integrity and residential quality that make our neighborhood so special.

I request that you VOTE NO on this rezoning consideration. I do not believe that you would want this in your residential neighborhood. VOTE AS IF YOU LIVED NEXT DOOR TO THIS

Rezoning request!!!!

RECEIVED

JUL 28 2025

CITY OF BARTLETT

Thank you for your attention to this important matter. I appreciate your service and dedication to the City of Bartlett and its residents.

Sincerely,



IRA T. TAYLOR

2765 SURREY PARK DRIVE

BARTLETT, TN 38134-4654

FIREBURD7@AOL.COM

7/23/2025

7/27/25

PLANNING COMMISSION
CITY OF BARTLETT, TENN.
6382 STAGE ROAD
BARTLETT, TN 38184

DEAR SIRs:

RE: REZONING OF 5866 IVANHOE ROAD

PLEASE ADD MY NAME TO THOSE OPPOSING THE REZONING OF THE ABOVE PROPERTY.

ACCORDING TO THE PLANS I PICKED UP AT PLANNING COMMISSION, THERE IS TO BE 4 BUSINESSES ON THIS small LOT WHICH IS IN A RESIDENTIAL NEIGHBORHOOD.

THIS INTERSECTION HAS BEEN A PROBLEM FOR YEARS & YEARS UNTIL CITY FINALLY HAD A RED LIGHT INSTALLED. I AM VERY DISAPPOINTED THAT THE CITY 1. WOULD EVEN CONSIDER APPROVING THIS LOCATION FOR ANY BUSINESS NOR (2) 4 BUSINESSES FOR THE LOCATION, (3) OR PLACE THE ENTRANCE IN THE DISTANCE FROM THE RED LIGHT & (4) THE PRIVATE DRIVE OF THE NEXT DOOR HOMEOWNER. THIS WOULD BE A NIGHTMARE FOR THE INTERSECTION AND THE HOMEOWNER & THE NEIGHBORHOOD!

ADDED TO THESE PROBLEMS IS THE PROBLEM THAT TRAFFIC ENTERING BARTLETT USE IVANHOE TO SHORTCUT THE DRIVE TO STAGE ROAD BY ENTERING IVANHOE, GO TO SURREY PARK AND BRAGG LANE TO GET TO STAGE RD AND ELMORE PARK INTERSECTION. I KNOW THIS BECAUSE I HAVE COUNTED WITHIN AN HOUR OF OVER 150 CARS USING THIS SHORTCUT WHICH WOULD ALSO INCREASE THE PROBLEM AT THIS INTERSECTION.

I'M BEGGING YOU DO NOT APPROVE THIS REZONING. THERE ARE PLENTY OF OTHER BUSINESS PROPERTIES AVAILABLE MORE SUITABLE THAN THIS LOCATION.

THANK YOU FOR YOUR CONSIDERATION.



PEGGY MAX TAYLOR
2765 SURREY PARK DRIVE
BARTLETT, TN 38134-4654

RECEIVED

JUL 28 2025

CITY OF BARTLETT

Why rezone the property at 5866 Ivanhoe Road from residential zoning district to the general business district Based on reports and meeting notices from July 2025, the proposed rezoning of 5866 Ivanhoe Road in Memphis from a residential to a general business district was intended to facilitate a community-focused commercial development. The rezoning was proposed to bring new value to the neighborhood by introducing more local options for food, services, and other community-oriented businesses. However, the rezoning request was ultimately recommended for rejection by staff of the Memphis and Shelby County Office of Planning and Development (OPD) and faced public opposition.

Reasons for the rezoning request

- **Introduce local businesses:** The proposal was submitted by Mohamed Eldahan, who stated a vision to "bring new value to the neighborhood by introducing more local options for food, services, and community-focused development".
- **Unlock development potential:** Proponents of the change likely saw an opportunity to develop a commercial project on the property, which is situated at the corner of Bartlett Boulevard and Ivanhoe Road. Rezoning can increase a property's value by allowing for more lucrative uses than a single-family home.

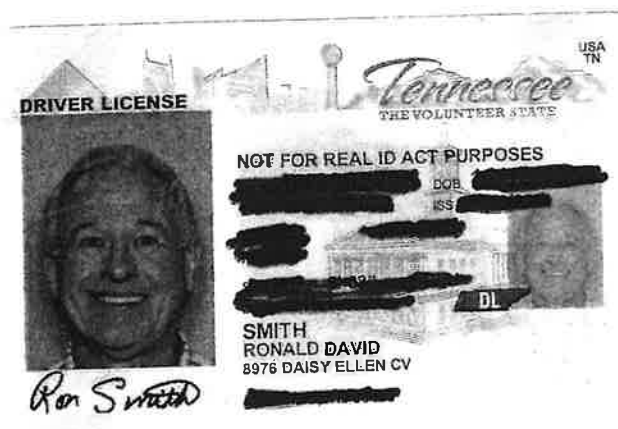
Reasons for staff rejection and public opposition

- **General commercial use is too broad:** The OPD staff report from March 2025 highlighted that the requested zoning of General Business District (GB) was too intensive and allowed for "undesirable uses such as a nightclub, tavern, or used tire shop" with no specific development plan in place. This was cited as a primary reason for recommending rejection.
- **Inconsistent with the Memphis 3.0 Plan:** Staff found the proposal inconsistent with the city's comprehensive plan. The property is surrounded by residential and office land uses, and rezoning it for high-intensity commercial use was considered inappropriate.

- **Conflict with neighboring residential uses:** The proposal faced public opposition from neighboring residents concerned about the negative impacts of a commercial establishment. One resident noted that there were already vacant, established commercial spaces nearby that could be used for a deli or other small business, questioning the need for a new business on a residential corner.
- **Floodplain location:** A portion of the property is located in a floodplain, and OPD staff stated that large-scale commercial development is "strongly discouraged" in such areas.

Outcome of the proposal

Due to the inconsistencies with city planning, potential for undesirable uses, and public opposition, staff recommended rejecting the rezoning request. This highlights that while developers may propose rezoning to create new business opportunities, the proposal must align with a city's comprehensive plan and gain support from the local community and planning officials to be approved.



Letter of Support – Rezoning for 5866 Ivanhoe Rd

Betty Malone

6078 Flynthill Dr

Bartlett, TN 38135

901-833-6578

July 26, 2025

Dear Members of the Planning Commission,

As a longtime resident and senior citizen of Bartlett, I am writing in support of the rezoning request for the property at 5866 Ivanhoe Rd. Having lived in this area for many years, I've seen how important it is to have convenient, accessible, and community-focused places that enhance our daily lives.

For many of us older residents, having nearby options to sit down for a meal, enjoy a coffee, or meet with friends makes a meaningful difference. A thoughtfully developed site at this location would provide much-needed convenience without the burden of traveling far or navigating busy roads.

I appreciate the care being taken to ensure the development fits well with the neighborhood and respects the community's concerns about traffic and safety. I believe this will bring positive change to the area and offer more comfort and enjoyment to residents of all ages.

I respectfully urge you to support the rezoning of 5866 Ivanhoe Rd.

Thank you for your time and consideration.

Sincerely,

Betty Malone

Dear Kim Taylor,

As a licensed pharmacist who works remotely from home in Bartlett, I want to express my support for the proposed rezoning of 5866 Ivanhoe Rd. Spending most of my day working from home, I truly value having local, convenient places to go when I take breaks, grab lunch, or want to get out for a bit of fresh air and connection.

The idea of turning this currently vacant corner into a space that offers more options — whether it's a café, local eatery, or service-oriented business — is something I believe would greatly benefit people like me who live and work in this area every day.

Having more things to do close to home helps create a stronger, more engaging neighborhood environment. It also supports a lifestyle that doesn't require long drives or navigating busy traffic just to enjoy a quick meal or meet a friend nearby.

I support this rezoning effort because it reflects the kind of thoughtful, community-focused development that adds value without disrupting the character of the area. I appreciate the developer's efforts to engage the neighborhood and design something that fits within our town's standards.

Thank you for your time and for considering this request.

Sincerely,
Dannia Quran

Sam Harris

From: Kim Taylor
Sent: Monday, October 6, 2025 10:16 AM
To: Sam Harris
Subject: FW: [External]Support for Rezoning at Bartlett Blvd and Ivanhoe Road

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



From: Kevin Zeng <zeng.kevin77@gmail.com>
Sent: Saturday, October 4, 2025 8:16 PM
To: Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]Support for Rezoning at Bartlett Blvd and Ivanhoe 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.**

Good evening Ms. Taylor,

As a resident of Bartlett, I would like to express support for the proposed rezoning and land development at the intersection of Bartlett Boulevard and Ivanhoe Road. This project represents an opportunity to promote thoughtful growth and enhance the overall development of our city.

The rezoning could improve the area's appeal by attracting new businesses, creating jobs, and strengthening the local economy. Allowing for more flexible land use supports Bartlett's long-term vision of balanced progress and sustainable community growth.

It would, however, be beneficial for the development plan to include a physical separation or buffer between the commercial area and the nearby neighborhood. This would help maintain a sense of quietness and privacy for residents while still allowing the city to benefit from new investment and revitalization.

Overall, this proposal reflects a positive direction for Bartlett's future, encouraging development that benefits both current and future residents.

Sincerely,

Kevin Zeng

Natasha Scott
3508 Sugartree Ln
Bartlett, TN 38135

Dear Members of the Planning Commission,

I'm writing as someone who regularly spends time in the area around 5866 Ivanhoe Rd and has a strong appreciation for the positive growth we've seen in Bartlett over the years. I want to voice my support for the rezoning request for this property, as I believe it presents a great opportunity to continue that momentum in a meaningful way.

It's always exciting to see new, local businesses come to life — especially ones that bring added convenience, character, and value to the neighborhoods we frequent. The proposed project would activate a corner that has long been underused, and it would offer something useful to families, park visitors, and residents alike.

I especially support projects that reflect thoughtful planning, community input, and a long-term commitment to the area — and from what I understand, this development checks all those boxes. I believe it will blend in well with its surroundings, enhance the quality of life in the area, and serve as a welcome addition for those of us who enjoy spending time nearby.

Thank you for considering this request. I hope you will support the rezoning and allow this exciting vision to move forward.

Sincerely,

Natasha Scott

Dear Members of the Planning Commission,

I am writing to offer my support for the proposed rezoning of the property at 5866 Ivanhoe Rd. As someone who regularly visits Freeman Park, I see a great opportunity for this development to add meaningful value to the area.

Having accessible food, drink, or family-friendly spaces near the park would enhance the overall experience for visitors and residents alike. As a Stay-at-home mom with two kids, I support this project. Whether it's grabbing a bite to eat after a ball game, enjoying a coffee during a walk, or taking kids for a treat after time at the playground, this project could make Freeman Park not just a place to play — but a place to stay.

The proposed development would also improve the use of a currently vacant lot and help activate a key corner near a major community space. The addition of safe access, lighting, and pedestrian consideration in design will complement the park's atmosphere and strengthen the neighborhood overall.

I respectfully encourage the Planning Commission to approve this rezoning request, which will help deliver a thoughtful, positive improvement for the families and residents of Bartlett.

Thank you for your time and service.

Sincerely,

Patsy Culpepper Bichi

Dear Members of Council and Planning Department,

I am writing to express my strong support for the rezoning application at 5866 Ivanhoe.

This proposal represents an important opportunity to strengthen our community by bringing much-needed [housing/commercial space/mixed-use development—tailor depending on project specifics]. The thoughtful planning for this site will not only make better use of the land but also contribute to the vibrancy and long-term sustainability of our neighborhood.

I believe the rezoning will provide several key benefits:

- 1. Community Growth – By allowing a broader range of uses, this project will help accommodate the growing needs of residents and businesses in the area.**
- 2. Improved Land Use – The rezoning will ensure that this property contributes more effectively to the community fabric, rather than remaining underutilized.**
- 3. Housing/Employment Opportunities- It will bring new opportunities for small businesses, services, and jobs.**
- 4. Neighborhood Vitality – The project will encourage walkability, strengthen local commerce, and help build a more welcoming environment for both current residents and newcomers.**

As a member of this community, I recognize the importance of thoughtful development and believe this rezoning application will benefit both current residents and future generations. I respectfully urge Council to approve the rezoning at 5866 Ivanhoe.

Thank you for your time and consideration.

Sincerely,

Rachel Brickeen

3715 Oak Forest Dr

Bartlett TN 38135

Sam Harris

From: Kim Taylor
Sent: Friday, October 3, 2025 8:35 AM
To: Sam Harris
Subject: FW: [External]Support for rezoning at 5866 Ivanhoe

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



From: Shatha Quran <shathaquran@yahoo.com>
Sent: Thursday, October 2, 2025 7:13 PM
To: Kim Taylor <ktaylor@cityofbartlett.org>
Subject: [External]Support for rezoning at 5866 Ivanhoe

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,

I hope this message finds you well! I am writing in support of the rezoning application at 5866 Ivanhoe. This project will make better use of the property, bring positive growth to our neighborhood, and contribute to the community's long-term needs.

I respectfully urge the approval of the rezoning.

Sincerely,

Shatha Quran
6624 Star Valley Drive
Bartlett, TN 38134

October 5, 2025

Ms. Kimberly Taylor
Director of Planning and Economic Development
Bartlett City Hall Annex
6382 Stage Road
Bartlett TN 38134

Re: Petition against the rezoning of 5866 Ivanhoe Rd

Dear Ms. Taylor,

The attached petition and signatures were collected from October 1st thru 5th, 2025, with overwhelming support against the rezoning of 5866 Ivanhoe Road from Single Family Residential to General Business.

Many of the signers have been neighborhood residents for multiple generations, and expressed dismay that any nearby residential property would be considered for rezoning for commercial interests.

Thank you for your consideration.

Sincerely,



Sharon L. Rieger
5920 Ivanhoe Road
Bartlett TN 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: THOMAS M. ARNDT & SHARON L. RIEGER
SIGNATURE: [Signature] Sharon L. Rieger
ADDRESS: 5920 IVANHOE ROAD

NAME: Nataki Palmer & James Palmer
SIGNATURE: Nataki Palmer
ADDRESS: 5902 Ivanhoe Rd.

NAME: Natalci Palmer & Jamer Palmer
SIGNATURE: Natalci Palmer
ADDRESS: 5908 Ivanhoe Road.

NAME: Corbin & Tim Kelley
SIGNATURE: Corbin Kelley
ADDRESS: 2677 Larch Trail Dr

NAME: Helen & David Greene
SIGNATURE: Helen Greene
ADDRESS: 2660 Larch Trail Dr.

NAME: Tolbert & Brooke Cates
SIGNATURE: [Signature]
ADDRESS: 2665 Larch Trail Dr.

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: Pamela McGan

SIGNATURE: Pamela McGan

ADDRESS: 2650 Larch Trail Drive

NAME: Clarence & Allean Neal

SIGNATURE: Clarence Neal

ADDRESS: 2647 LARCH TRAIL DRIVE 38134

NAME: Robert Fryer

SIGNATURE: Robert Fryer

ADDRESS: 5930 IVANHOE Rd 38134

NAME: Remy Zavala

SIGNATURE: Remy Zavala

ADDRESS: 6052 IVANHOE Rd.

NAME: Beth Day

SIGNATURE: Beth Day

ADDRESS: 5974 IVANHOE Rd

NAME: Rick & MICHELLE COLLETTE

SIGNATURE: Rick Collette

ADDRESS: 5986 IVANHOE RD

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: Adam + Amanda Mulley
SIGNATURE: Adam + Amanda Mulley
ADDRESS: 6000 Ivanhoe Rd Bartlett TN 38134

NAME: Diane Myers
SIGNATURE: Diane Myers
ADDRESS: 6018 Ivanhoe Rd Bartlett, TN 38134

NAME: Kristopher and Paula Straun
SIGNATURE: KPS
ADDRESS: 6032 Ivanhoe Rd

NAME: HOWARD BENEFIELD
SIGNATURE: Howard Benefield
ADDRESS: 5966 Spruce Hollow Cv

NAME: David Moyes
SIGNATURE: David Moyes
ADDRESS: 5990 Spruce Hollow Cove

NAME: C Fernandez
SIGNATURE: C Fernandez
ADDRESS: 5984 Spruce Hollow Cv

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: Mary Green
SIGNATURE: 5983 Spruce Hollow Cove
ADDRESS: Bartlett, TN 38134

NAME: Frank Vick
SIGNATURE: [Signature]
ADDRESS: 5975 Spruce Hollow Cove

NAME: JEFF HOLT
SIGNATURE: [Signature]
ADDRESS: 5981 EXPLORER AVE, BARTLETT 38134

NAME: DONNA & DOUG DAVENPORT
SIGNATURE: Donna Davenport
ADDRESS: 5995 Hickory Grove Lane, Bartlett, TN 38134

NAME: Chris + Theres Moore
SIGNATURE: [Signature]
ADDRESS: 5999 Hickory Grove Lane Bartlett TN 38134

NAME: Grant + Laura Moore
SIGNATURE: Laura Moore
ADDRESS: 6002 Hickory Grove, Bartlett, TN, 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: Lee Rouzey
SIGNATURE: Lee Rouzey
ADDRESS: 5997 Hickory Grove Ln

NAME: DAVID EASON
SIGNATURE: David Eason
ADDRESS: 5943 Hickory Mt. Lane

NAME: Joyce L. West
SIGNATURE: Joyce L. West
ADDRESS: 5851 Sweet Oak Cv

NAME: Sheila Varnell
SIGNATURE: Sheila Varnell
ADDRESS: 5858 Sweet oak cove

NAME: JAMES R MOSELEY
SIGNATURE: James R. Moseley
ADDRESS: 5866 SWEET OAK CV

NAME: Jacob Rodgers
SIGNATURE: Jacob Rodgers
ADDRESS: 5940 Spruce Hollow Cv.

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: Kathleen Rodgers
SIGNATURE: Kathleen Rodgers
ADDRESS: 5940 Spruce Hollow Cv

NAME: Steven Rodgers
SIGNATURE: Steve Rodgers
ADDRESS: 5940 Spruce Hollow Cv.

NAME: MICHAEL WHITTEN
SIGNATURE: Michael Whitten
ADDRESS: 5933 Hickory Grove Ln

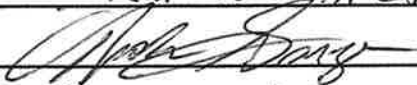
NAME: Allie Erbe
SIGNATURE: Allie Erbe
ADDRESS: 5923 Hickory Grove Lane

NAME: CLYDE GETMAN
SIGNATURE: Clyde Getman
ADDRESS: 5923 Hickory Grove Lane

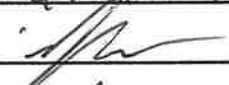
NAME: JAMES WILLIAMS
SIGNATURE: James Williams
ADDRESS: 2619 Kenwood Ln Bartlett TN 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: NICHOLAS & KAREN GARZA
SIGNATURE: 
ADDRESS: 16103 IVANHOE RD

NAME: Joe & Amanda Thompson
SIGNATURE: Joseph L. Thompson Amanda Thompson
ADDRESS: 5877 Cedar Oak Cove

NAME: JD & Mirah Mungle
SIGNATURE: 
ADDRESS: 6138 Ivanhoe Rd. Bartlett, TN

NAME: Charles & Crystal Novak
SIGNATURE: Crystal Novak
ADDRESS: 6046 Ivanhoe Rd Bartlett TN

NAME: Bryan Smith
SIGNATURE: B. Smith
ADDRESS: 6059 Ivanhoe Rd

NAME: RICHARD & VANESSA BYRNE
SIGNATURE: R. Byrne Vanessa Byrne
ADDRESS: 6065 IVANHOE RD

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

NAME: FRANK TRENTHAM

SIGNATURE: Frank Trentham

ADDRESS: 6069 Ivanhoe Rd 38134

NAME: Miguel Lesmes

SIGNATURE: Miguel

ADDRESS: 6075 Ivanhoe Rd 38134

NAME: Ashley Lesmes

SIGNATURE: Ashley Lesmes

ADDRESS: 6075 Ivanhoe Rd 38134

NAME: Mark Herr

SIGNATURE: Mark A. Herr

ADDRESS: 6115 Ivanhoe Road

NAME: Samuel and Sharon Locastro

SIGNATURE: Sharon Locastro

ADDRESS: 6128 Ivanhoe Rd.

NAME: Carolyn H Henson

SIGNATURE: Carolyn H Henson

ADDRESS: 6123 Ivanhoe Rd Bartlett, TN 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: FRED SANSON C
SIGNATURE: Fred Sansone
ADDRESS: 6127 IVANHOE RD

PRINT NAME: HOMER CRAFT JR
SIGNATURE: Homer Craft
ADDRESS: 6143 IVANHOE RD

PRINT NAME: KEVIN RHODES
SIGNATURE: Kevin Rhodes
ADDRESS: 6155 IVANHOE

PRINT NAME: LARA WEAVER
SIGNATURE: Lara Weaver
ADDRESS: 6149 IVANHOE

PRINT NAME: TIMMY JOHNSON
SIGNATURE: Jimmy Johnson
ADDRESS: 6161 IVANHOE

PRINT NAME: ROBERTA TAYLOR
SIGNATURE: Roberta Jo Taylor
ADDRESS: 6215 IVANHOE BARTLETT TN

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Michael Folis
SIGNATURE: Michael Folis
ADDRESS: 6223 IVANHOE RD.

PRINT NAME: JAMES WILLIAMS
SIGNATURE: James Williams
ADDRESS: 6233 IVANHOE Rd

PRINT NAME: AL ESTES
SIGNATURE: Al Estes
ADDRESS: 2449 Elmore park Rd

PRINT NAME: Mark Weeks Lisa Weeks
SIGNATURE: Mark Weeks Lisa Weeks
ADDRESS: 6220 Ivanhoe Rd

PRINT NAME: JAMES MARTIN CAROLYN MARTIN
SIGNATURE: James Martin Carolyn Martin
ADDRESS: 6219 IVANHOE RD

PRINT NAME: Rudy Smout
SIGNATURE: Rudy Smout
ADDRESS: 6188 Ivanhoe Rd, Bartlett, TN 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Angelo Donati
SIGNATURE: [Signature]
ADDRESS: 6184 Ivanhoe Rd Bartlett, TN 38134

PRINT NAME: Russ & MARJORIE MERSHON
SIGNATURE: Marjorie Mershon
ADDRESS: 6170 IVANHOE RD BARTLETT, TN 38134

PRINT NAME: PHILIP MOORE
SIGNATURE: [Signature]
ADDRESS: 6132 IVANHOE RD,

PRINT NAME: Brenda Hegner
SIGNATURE: Brenda L. Hegner
ADDRESS: 6124 Ivanhoe Rd.

PRINT NAME: Ken Bloder Kenneth Bloder
SIGNATURE: Ken Bloder
ADDRESS: 6112 Ivanhoe Rd, Bartlett

PRINT NAME: Mike Wells
SIGNATURE: Mike Wells
ADDRESS: 6108 Ivanhoe Bartlett

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: JERRY DOWNS
SIGNATURE: [Signature]
ADDRESS: 6104 IVANHOE RD

PRINT NAME: Sherry Downs
SIGNATURE: [Signature]
ADDRESS: 604 Ivanhoe Rd

PRINT NAME: Blakey Jones
SIGNATURE: [Signature]
ADDRESS: 6078 IVANHOE RD

PRINT NAME: Billie Veeraga
SIGNATURE: [Signature]
ADDRESS: 2168 Forest Hill Ct #57

PRINT NAME: A Stovall
SIGNATURE: [Signature]
ADDRESS: 6037 Camelia Lane Bartlett, TN 38134

PRINT NAME: John Campbell
SIGNATURE: [Signature]
ADDRESS: 3002 Daro Lye 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Jillian Davenport & Davis Davenport
SIGNATURE: [Signature]
ADDRESS: 4852 Kieferwoods W. Bartlett, TN 38135

PRINT NAME: Tiffany Moore
SIGNATURE: [Signature]
ADDRESS: 4164 Strawbridge, Bartlett, TN 38135

PRINT NAME: Hope Huckaby
SIGNATURE: [Signature]
ADDRESS: 2578 Honey Bee Ln. Bartlett, TN 38134

PRINT NAME: Jenna Ellison Turner & Seth Turner
SIGNATURE: [Signature]
ADDRESS: 5691 Bartlett Woods Dr. Bartlett TN 38134

PRINT NAME: Kim Chapman
SIGNATURE: [Signature]
ADDRESS: 7903 Carol Elaine Cir, Bartlett 38133

PRINT NAME: Kip Long
SIGNATURE: [Signature]
ADDRESS: 6812 Hare Pointe Dr.
Bartlett TN 38002

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: WILLIAM GODSILLAC

SIGNATURE: [Signature]

ADDRESS: 5921 Hickory Grove Ln. Bartlett

PRINT NAME: Debra Roush

SIGNATURE: Debra Roush

ADDRESS: 5987 Hickory Grove Ln

PRINT NAME: TINA GIBSON

SIGNATURE: [Signature]

ADDRESS: 2158 TIDE CIRCLE

PRINT NAME: Mackenzie Parham

SIGNATURE: [Signature]

ADDRESS: 7721 Memphis Arlington Rd, Bartlett TN 38135

PRINT NAME: Antonio White Sr

SIGNATURE: Antonio S. White

ADDRESS: 4680 Century Arbor Lane

PRINT NAME: Jordan Galle

SIGNATURE: Jordan Galle

ADDRESS: 3565 Foxfield Trail Bartlett TN 38135

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: William D. TerBurgh
SIGNATURE: [Signature]
ADDRESS: 2741 Surrey Park Dr. Bartlett, TN 38134

PRINT NAME: Raymond and Jeanne Daniels
SIGNATURE: Jeanne B Daniels
ADDRESS: 2669 Galaxie St. Bartlett, TN 38134

PRINT NAME: Terrance Hardin
SIGNATURE: [Signature]
ADDRESS: 6119 Camelin Ln. Bartlett, TN 38134

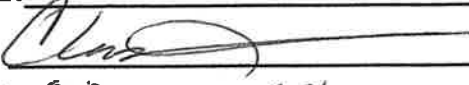
PRINT NAME: Tony Fields
SIGNATURE: [Signature]
ADDRESS: 2680 Bartlett Blvd

PRINT NAME: THOMAS L. RUFERO
SIGNATURE: Thomas L. Ruffo
ADDRESS: 3982 EXPLORED AVE

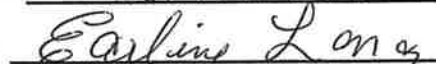
PRINT NAME: Alex Murphy
SIGNATURE: Alex Murphy
ADDRESS: 2537 Elmore Park Rd.

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

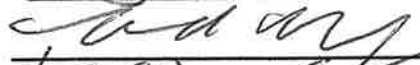
We, the undersigned, are opposed to the rezoning of the above property.

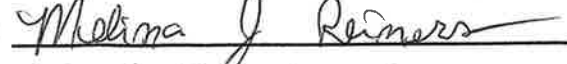
PRINT NAME: Clannan Williams
SIGNATURE: 
ADDRESS: 6330 Althaus Rd 38134

PRINT NAME: Michael McElwee
SIGNATURE: 
ADDRESS: 6066 Surrey Hollow Cv. 38134

PRINT NAME: Earline Long
SIGNATURE: 
ADDRESS: 5956 Steep Chase 38134

PRINT NAME: Tonya Kelley
SIGNATURE: 
ADDRESS: 5854 Sweet Oak Cove

PRINT NAME: Jason Lloyd
SIGNATURE: 
ADDRESS: 5854 Sweet Oak Cove

PRINT NAME: Melissa Reiners
SIGNATURE: 
ADDRESS: 5974 Exploree

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

Carmen
PRINT NAME: RYAN + Zimmerman
SIGNATURE: [Signature]
ADDRESS: 2527 KENNEDY LN BARTLETT TN 38134

PRINT NAME: Amanda Tenison + Dexter Tenison
SIGNATURE: [Signature]
ADDRESS: 5858 Steeplechase Drive, Bartlett TN 38134

PRINT NAME: Chelsea Tutor
SIGNATURE: Chelsea Tutor
ADDRESS: 6081 SURREY HOLLOW COVE

PRINT NAME: Justin Tutor
SIGNATURE: [Signature]
ADDRESS: 6081 Surrey Hollow Cove

PRINT NAME: TIMOTHY WILLIAMS
SIGNATURE: [Signature]
ADDRESS: 6055 IVANHOE DR

PRINT NAME: Jan Williams
SIGNATURE: [Signature]
ADDRESS: 6055 Ivanhoe Dr

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Kyle Gentry
SIGNATURE: [Signature]
ADDRESS: 356 Foxfield, Bartlett

PRINT NAME: Melissa Adkins
SIGNATURE: [Signature]
ADDRESS: 6499 Cardinal Hill Cove, Bartlett 38135

PRINT NAME: Betty Chastain
SIGNATURE: Betty Chastain
ADDRESS: 6080 Surrey Hollow Cv

PRINT NAME: Barbara Canaday
SIGNATURE: Barbara Canaday
ADDRESS: 2736 Surrey Park Drive

PRINT NAME: Randall Cole
SIGNATURE: Randall Cole
ADDRESS: 5998 Hickory Grove Ln Bartlett TN 38134

PRINT NAME: ^{Josh}Deanna Alexander
SIGNATURE: [Signature]
ADDRESS: 5992 Hickory Grove Ln Bartlett, TN 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Sharon F. Shappard
SIGNATURE: Sharon F. Shappard
ADDRESS: 2549 Surrey Wood Dr.

PRINT NAME: Danny K. Shappard
SIGNATURE: Danny K. Shappard
ADDRESS: 2549 Surrey Wood Dr.

PRINT NAME: Howard Langston
SIGNATURE: Howard Langston
ADDRESS: 2562 Surrey Wood Dr, Bartlett, TN 38134

PRINT NAME: Carolyn Langston
SIGNATURE: Carolyn Langston
ADDRESS: 2562 Surrey Wood Dr, Bartlett, TN 38134

PRINT NAME: ALAN MCGHEE
SIGNATURE: Alan McGhee
ADDRESS: 5987 BRIDLEPATH DR

PRINT NAME: Brenda Hayes
SIGNATURE: Brenda Hayes
ADDRESS: 2554 Kenwood Ln

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Joseph Jones
SIGNATURE: Joseph Jones
ADDRESS: 5984 Hickory Grove Ln, Bartlett

PRINT NAME: Jonathan Linder
SIGNATURE: [Signature]
ADDRESS: 5984 Hickory Grove Ln, Bartlett

PRINT NAME: Jennie Laxton
SIGNATURE: Jennie Laxton
ADDRESS: 5984 Hickory Grove Ln Bartlett 38134

PRINT NAME: Sherry Kendall
SIGNATURE: Sherry Kendall
ADDRESS: 2634 Surrey Wood Dr Bartlett ~~38134~~ 38134

PRINT NAME: Rick Kendall
SIGNATURE: Rick Kendall
ADDRESS: 2634 Surrey Wood Dr Bartlett 38134

PRINT NAME: Toni Hampton
SIGNATURE: Toni Hampton
ADDRESS: 5974 Hickory Grove Ln 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Courtney Horn

SIGNATURE: Courtney Horn

ADDRESS: 3914 Plum Hill Drive

PRINT NAME: Ruth W Farris

SIGNATURE: Ruth W Farris

ADDRESS: 6210 Ivanhoe Rd Bartlett, TN 38134

PRINT NAME: Crystal McDaniel

SIGNATURE: Crystal McDaniel

ADDRESS: 2541 Bartlett Blvd Bartlett, TN 38134

PRINT NAME: Kristin Williams

SIGNATURE: Kristin Williams

ADDRESS: 7912 Hyman Bartlett, TN 38133

PRINT NAME: Daniel Odum

SIGNATURE: Daniel Odum

ADDRESS: 7912 Hyman Bartlett, TN 38133

PRINT NAME: Amy Haynes

SIGNATURE: Amy E Haynes

ADDRESS: 3434 Carahills Ln
Bartlett, TN 38133

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Tricia Hampton
SIGNATURE: Tricia Hampton
ADDRESS: 5164 Melissa Woods Bartlett, TN 38135

PRINT NAME: Brett Culp
SIGNATURE: Brett Culp
ADDRESS: 6356 Prairie View Dr.

PRINT NAME: Court Nixon
SIGNATURE: Court Nixon
ADDRESS: 2610 Kenwood ave

PRINT NAME: Susan Golding
SIGNATURE: Susan Golding
ADDRESS: 6058 Surrey Hollow Cove

PRINT NAME: Shannon Golding
SIGNATURE: Shannon Golding
ADDRESS: 6058 Surrey Hollow Cove

PRINT NAME: Nancy Mitchem Nancy Mitchem
SIGNATURE: Nancy Mitchem
ADDRESS: 6065 Surrey Hollow Hollow Cove 38134

**PETITION AGAINST THE REZONING OF 5866 IVANHOE RD, BARTLETT, TN
38134, FROM SINGLE FAMILY RESIDENTIAL TO GENERAL BUSINESS**

We, the undersigned, are opposed to the rezoning of the above property.

PRINT NAME: Laura Shores
SIGNATURE: *Laura Shores*
ADDRESS: 6530 Fairway View Cove Bartlett TN
38135

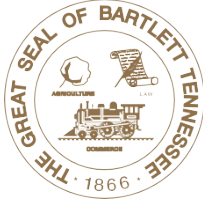
PRINT NAME: _____
SIGNATURE: _____
ADDRESS: _____

PRINT NAME: _____
SIGNATURE: _____
ADDRESS: _____

PRINT NAME: _____
SIGNATURE: _____
ADDRESS: _____

PRINT NAME: _____
SIGNATURE: _____
ADDRESS: _____

PRINT NAME: _____
SIGNATURE: _____
ADDRESS: _____



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

Ordinance 25-07

Meeting: 10/28/2025 6:00 PM
Department: Administration
Category: Ordinance (all
ordinances have public hearing on
3rd reading)
Prepared By: Penny Medlock, City
Clerk
Initiator:
Sponsors:

Ordinance 25-07, an ordinance to amend the City of Bartlett Animal Control Ordinances, Title 10, Chapters 1 and 2.

WHEREAS, the City desires to provide for the health and safety of the citizens by regulating, licensing, and prohibiting the keeping of and running at large of animals; providing for the impoundment of animals; and providing for the disposition of animals,

WHEREAS, the City desires to update its ordinances regulating, licensing, and prohibiting the keeping of and running at large of animals; providing for the impoundment of animals; and providing for the disposition of animals,

WHEREAS, the City of Bartlett Board of Mayor and Aldermen desire to amend the Animal Control Ordinances by amending Title 10, Chapter 1 by deleting the chapter in its entirety and replacing it; and Title 10, Chapter 2 by removing text, removing and replacing text, and adding text.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Bartlett, Tennessee, that:

Section 1. *Title 10, Chapter 1, shall be amended by deleting the chapter in its entirety and replacing it as follows:*

- ~~10-101. Keeping of poultry or fowl within residential and the corporate limits. 10-~~
- ~~102. Dog stands, animals, fowl, and pets.~~
- ~~10-103. Fee to claim animals picked up by city.~~
- ~~10-104. Running at large, noise, etc. prohibited; dog park.~~

10-101. Keeping of poultry or fowl within residential and the corporate limits. (1) It shall be unlawful for any person to engage in any form _____ of commercial poultry or egg business within a residential district of the corporate limits of the City of Bartlett.

- 2. A residential district is hereby defined as the land fronting on both sides of a street and extending to the rear lot lines, where, at the time of enactment of the ordinance comprising this section, less than twenty-five percent (25%) of the frontage is used for commercial and industrial purposes within a distance of two hundred (200) feet to a site where a building or structure is proposed to be erected, altered or used for commercial or industrial

purposes or the land used for such purposes. If there is an intersecting street within said two hundred (200) feet of such a site, the residential district shall extend only to the street line of such street. In determining the percentage of commercial and industrial frontage in any district, land and buildings used for the following purposes shall be considered as residential frontage:

1. Churches, Sunday schools, and other places of worship;
2. Public schools, libraries and other public buildings, and public parks and playgrounds;
 100. Hospitals or sanitariums;
 101. Vacant land.
2. It shall be unlawful for any person to permit poultry or fowls to run at large upon the property of others, or permit buildings, runs, pens, or yards within which such fowls are kept to become dirty and littered to the extent that they attract flies, become a breeding place for flies, or create an odor that is offensive and inimical to the health and general welfare of the citizens adjacent thereto.
3. Any person violating any provision of this section shall be guilty of a misdemeanor, and upon conviction shall be fined not less than two dollars (\$2.00) nor more than fifty dollars (\$50.00) for each offense. Each day such violation shall continue shall constitute a separate offense. (Ord. #55-4, Nov. 1955)

~~**10-102. Dog stands, animals, fowl, and pets.**~~ Where four (4) or more dogs are kept or boarded on a residential or commercial property or where other animals, including fowl or pets, are kept boarded on a residential or commercial property, the owners shall be required to install a secure enclosure with a concrete floor containing one (1) or more floor drains, which are connected to a sanitary sewer. A concrete curb shall be made a part of the floor around the perimeter and the curb shall extend six inches (6") above the floor.

Residential or commercial lots of two (2) or more acres may be exempt from the requirements of this section with approval of the codes enforcement director. (Ord. #83-15, Aug. 1983, modified, as amended by Ord. #12-19, Dec. 2012)

~~**10-103. Fee to claim animals picked up by city.**~~ (1) A fee of thirty dollars (\$30.00) will be charged to any person who claims an animal including, but not limited to dog, cat, horse, cow or pig, which have been picked up by the City of Bartlett. Said fee will be paid to the veterinarian who has possession of said animal. The veterinarian is entitled to retain five dollars (\$5.00) of said fee for collection, and will forward the rest to Bartlett Finance Department on a monthly basis. Said fees collected shall be set aside in a special account for the construction of a City of Bartlett Animal Shelter. After the animal shelter is built, then the funds will go to the operating expense of the shelter. (Ord. #83-15, Aug. 1983, as amended by Ord. #90-18, Jan. 1991, and Ord. #99-7, May 1999)

~~10-104. Running at large, noise, etc., prohibited; dog park.~~ (1) It shall be unlawful for any person owning, keeping, harboring, or possessing any dogs, cats, rabbits, hares, goats, hogs, sheep, cattle or other animals, chickens, ducks, geese, or other birds or poultry to permit or allow the same to go at large at any time within the limits of the City of Bartlett, Tennessee to the damage or annoyance of any of the residents of said city.

2. It shall be unlawful for any person to own, keep, harbor or possess any animals which, by loud and frequent howling, yelping, growling, bleating,

braying, or bawling, or by any other noise, causes serious annoyance to any of the citizen of the City of Bartlett, Tennessee.

3. It shall further be unlawful for any person to permit any animal or poultry owned by him or under his dominion and control or leased by him or otherwise in his possession to create any nuisance or unreasonable annoyance to the detriment of other citizens of the City of Bartlett, Tennessee.
4. All ordinances or parts of ordinances heretofore enacted which are in conflict with this section are hereby declared to be void and are hereby repealed.
5. Anyone violating the provisions of this section will be guilty of a misdemeanor and upon conviction will be fined not less than one dollar (\$1.00) nor more than fifty dollars (\$50.00).
6. The only exception to the "running at large" prohibition above is inside of the fenced area (dog park) located on Shelter Run Lane west of the City of Bartlett's Animal Shelter. The use of this "dog park" shall constitute a waiver of liability of the City of Bartlett, Tennessee by the dog owner and the person having care, custody, or control of that dog and is considered his or her agreement to protect, indemnify, defend and hold harmless the city from any claim, injury, or damage arising from or in connection with such use. Any person found violating any of the "dog park" rules may be issued a written citation from an animal control officer or a police officer. (Ord. #76-5, March 1976, as amended by Ord. #02-20, Dec. 2002)

10-101. Definitions. The following words, terms, and phrases, when used in this title, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

(1) "Animal" means any live domesticated vertebrate creature not regulated by the state pursuant to the Tennessee Code Annotated §§ 70-4-401, et seq.

(2) "Animal Control Officer" means any person designated by the City of Bartlett to uphold any ordinances pertaining to animals in the City of Bartlett.

(3) “Animal shelter” means any facility operated by a humane society or the city, or the authorized agents thereof, for the purpose of impounding or caring for animals held under the authority of these chapters or state law.

(4) “Auction” means any place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this act. This term does not apply to isolated sales of individual animals by owners.

(5) “Commercial establishment” means any pet shop, grooming shop, auction, or kennel.

(6) “Community cat” means a free-roaming cat that lives outdoors and is not typically owned by any one person, but is instead cared for by people in the area.

(7) “Dangerous” means any dog that attacks or causes serious bodily injury to a person or domestic animal without provocation on any public or private property.

(8) “Kennel” means any premise wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, selling animals, or a place where seven (7) or more animals are kept, whether by the owners of the animals or by other persons, with or without compensation.

(9) “Livestock” means all equine as well as animals being raised primarily for use as food or fiber for human utilization or consumption, including but not limited to cattle, sheep, swine, goats, and poultry.

(10) “Non-livestock animal” means a domesticated pet normally maintained in or near the household or households of its owner or owners or any other pet not classified as livestock, including but not limited to pet chicks, ducks, and pot-bellied pigs.

(11) “Nuisance” means any animal that

- (a) molests passersby or vehicles;
- (b) attacks other animals;
- (c) trespasses on school grounds or private property;
- (d) barks, whines, howls, or makes any noise to its species in an excessive, continuous, or untimely fashion as to disturb the peace;
- (e) creates excessive offensive odor;
- (f) is repeatedly at large; or
- (g) damages private or public property.

(12) “Owner” means any person owning, keeping, or harboring one (1) or more non-livestock animals. A non-livestock animal shall be deemed to be harbored if it is fed or sheltered for three (3) consecutive days or more. If the owner of the animal is a minor, the parent or guardian of such minor shall be considered the owner.

(13) “Pet” means any non-livestock animal kept for pleasure rather than utility.

(14) “Physical restraint” means muzzled and on a substantial leash not to exceed four (4) feet in length, which is controlled by an adult physically capable of controlling such dog. The muzzle must not cause injury to the dog but must prevent it from biting any person or animal.

(15) “Potentially dangerous” means any dog which chases or approaches a person on any public or private property in a menacing fashion or apparent attitude of attack without provocation.

(16) “Proper shelter” means a solid structure or enclosure that has a solid roof and floor and four solid sides with an opening that is of adequate size to allow ingress and egress by the animals. A three-sided solid or dome shape building with a solid roof, such as a garage or tool shed, with a bedding area at the back and meeting other “proper shelter” standards shall be allowed. Unsheltered and unprotected boxes, tarps, airline carriers and cardboard boxes are not permitted. The shelter must afford sufficient shade and must be sufficient to protect the animal from the elements. The opening shall be such as to protect from the wind, rain, or snow. Proper shelter must also be of sufficient weight to prevent overturning, and of sufficient size to allow each animal to stand upright, turn around and lie down in a natural position.

(17) “Restraint” means any leash, lead, or other physical restraint.

(18) “Secure enclosure” means an enclosure that is a minimum of five (5) feet in height above grade and with a horizontal top covering such area, all to be at least nine (9) gauge chain link fencing with necessary steel supporting posts. To prevent the escape of the dog, the floor shall be at least three inches (3”) of poured concrete with the bottom edge of such fencing embedded in the concrete or extending at least one (1) foot below grade. The gate must be of the same material as the fencing, fit closely, and be securely locked. The enclosure must contain and provide protection from the elements for the animal. The enclosure must be inspected and approved by a City of Bartlett Animal Control Officer and Code Enforcement.

(19) “Serious bodily injury” means bodily injury which involves a substantial risk of death, unconsciousness, extreme physical pain, protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member or organ.

(20) “Spayed/neutered” means any sterilized animal not capable of reproducing or the surgical procedure preventing reproduction.

(21) “Tie-out or trolley/cable run” means any non-rigid material that the animal cannot break or chew through and that does not cause harm or injury to the animal.

(22) “Veterinary hospital or clinic” means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis, and treatment of diseases or injury of animals.

10-102. Keeping of poultry or fowl within residential and the corporate city limits. (1) It shall be unlawful for any person to engage in any form of commercial poultry or egg business within a residential district of the corporate limits of the City of Bartlett.

(2) It shall be unlawful for any family to keep at any time more than twelve (12) chickens per property.

(3) It shall be unlawful for a day-old or young poultry to be kept or housed within a residential district as hereinabove defined in excess of the number of twenty-five (25) per property.

(4) It shall be unlawful for any persons to permit poultry or fowls to run at large upon the property of others, or permit buildings, runs, pens, or yards within which such fowls are kept to become dirty and littered to the extent that they attract flies, become a breeding place for flies, or create an odor that is offensive and inimical to the health and general welfare of the citizens adjacent thereto.

(5) Any person violating any provision of this section shall be guilty of a misdemeanor and, upon conviction, shall be fined in accordance with § 10-114.

10-103. Number of dogs, cats, and pigs permitted. (1) It shall be unlawful for any person to keep or harbor more than four (4) dogs, or four (4) cats over three (3) months of age, or any combination of such not to exceed six (6) total on his or her property or premises at any one time.

(2) It shall be unlawful for any person to keep or harbor more than one (1) potbellied pig on his or her property or premises at any one time.

(3) Enforcement of this section shall be in accordance with § 10-114.

(4) This section shall not apply to state licensed and permitted veterinarian clinics, boarding facilities, and grooming salons in commercially zoned areas.

(5) No kennel operations are allowed in any residential zoned area.

10-104. Fee to claim animals picked up by the city. Any person who claims an animal impounded at the Bartlett Animal Shelter will be charged a fee in accordance with the schedule established by the Board of Mayor and Aldermen. The collected funds will go toward defraying the operating expenses of the Bartlett Animal Shelter.

10-105. Prohibited Conduct. (1) It shall be unlawful for any person owning, keeping, harboring, or possessing any dogs, rabbits, hares, goats, hogs, sheep, cattle, or other animals, chickens, ducks, geese, or other birds or poultry to permit or allow the same to go at large at any time within the limits of the City of Bartlett, TN. Any animal found running at large in violation of this subsection may be impounded at the Bartlett Animal Shelter. This prohibition, however, shall not apply to dogs inside the fenced area of a publicly or privately run, approved dog park in properly zoned areas. The use of any public "dog park" shall constitute a waiver of liability of the City of Bartlett, TN by the dog owner and the person having care, custody, or control of that dog and is considered his or her agreement to protect, indemnify, defend, and hold harmless the city from any claim, injury, or damage arising from or in connection with such use. Any person found violating any of the dog park rules may be issued a written citation from an animal control officer or a police officer.

(2) It shall be unlawful for any person owning, keeping, harboring, or possessing any animal to permit or allow such animal to be a nuisance.

(3) It shall be unlawful for any person owning, keeping, harboring, or possessing any animal to fail to confine, restrain, or otherwise exercise control over the animal such that the failure results in the animal attacking or biting a person or domestic animal without provocation on any public or private property.

(4) It shall be unlawful for any person to feed wildlife or community cats in a residentially zoned area to the unreasonable annoyance of others.

(5) It shall be unlawful for cats to roam freely without being surgically altered and microchipped. However, community cats are exempt from microchipping.

(6) It shall be unlawful for any person to obstruct, impede, or otherwise prevent the humane trapping, transportation, sterilization, vaccination, ear tipping, and release of community cats as part of an approved Trap-Neuter-Return program.

10-106. Defecation by animals. (1) It shall be unlawful for the owner or handler of any animal to allow or permit such animal to defecate on any property, public or private, other than the premises of the owner, unless such owner or handler immediately removes and disposes of, in a sanitary manner, such waste.

(2) Persons, who own service animals and are legally blind or confined to a wheelchair or otherwise physically disabled so that they are incapable of disposing of feces left by their service animal, are exempt from this section.

10-107. Methods of Restraint or Confinement. (1) Whenever a dog is not confined within a residence, the owner or custodian of the dog shall keep the dog restrained by a leash or other suitable restraint, as defined in subsection (3), or confined by a fence on the owner or custodian's property or, with permission, the private property of another. The fencing used to confine a dog shall be in good condition, of recognized construction methods, and adequate in terms of size for the dogs confined in the fenced area to prevent the dogs from escaping. The fence must be maintained and free of holes to prevent escape. All fencing must meet City of Bartlett Code Department requirements and be inspected by a Code Department Officer when installed or when fencing issues arise.

(2) Any person walking a dog on public property, including, but not limited to, sidewalks, or on the private property of others shall keep the dog on a leash and under physical control at all times. Physical control means the ability to restrain the movement of the dog. The leash must be kept in good condition; must be of sufficient strength to prevent breaking under pressure; and must be made of material generally resistant to chewing or gnawing by a dog. The length of the leash must be sufficient to enable the owner or custodian to control the dog and prevent the dog from harassing pedestrians or other animals.

(3) In addition to traditional fencing, the following means of restraint are suitable:

(a) Tie-outs, trolley systems (overhead cable runs).

1. This method of restraint must be sufficient in length, but never less than eight (8) feet, excluding length around the collar, and non-rigid to allow the animal freedom of motion and to move about at will within a protected area of the owner or custodian's property without becoming tangled in obstacles.

2. Any dog restrained in this manner must be provided with shade during warmer temperatures and warm, dry bedding in the colder months.

3. This type of restraint shall only be located in the rear yard area behind a residential structure to prevent the dog from traversing upon another's property, public sidewalks, or public property and from charging pedestrians utilizing these properties.

4. Dogs that are restrained in this manner for any amount of time must be spayed or neutered to prevent breeding and be microchipped.

(b) Invisible Fencing or the like. This method of restraint is suitable so long as it is properly set up and maintained and provided the following conditions are met:

1. The system must be rated for use by dogs, installed according to the manufacturer's instructions, and properly maintained.

2. Clear and visible signage alerting the public of the invisible fence is placed every twenty-five (25) feet.

3. The invisible fencing must be at least fifteen (15) feet from the curb, street, or any utility right of way and five (5) feet from any neighboring properties so as not to molest passersby utilizing these areas.

4. Dogs restrained in this manner for any amount of time must be spayed or neutered to prevent breeding and be microchipped.

(4) If a dog is found running at large, the incident shall constitute prima facie evidence that the method of confinement or restraint utilized by the owner or custodian of the dog is inadequate. The owner or custodian shall be required to correct any conditions that permitted the dog to run at large and, if necessary, to provide such additional means of confinement or restraint as are necessary to secure and maintain the restraint of the dog.

10-108. Mistreatment and Abandonment of Animals. (1) It shall be unlawful for any person to mistreat an animal in any way by beating the animal; excessive and unnecessary hard driving of the animal; training the animal to fight, attack, or kill a person or another animal; allowing or causing the animal to engage in fighting, attacking, or killing a person or another animal; using the animal as a weapon or to threaten or harass a person or another animal; denying the animal proper shelter, food, clean water, proper exercise, proper vet care, or proper grooming; or confining the animal in an unclean or unsafe manner.

(2) It shall be unlawful for any person to abandon any dog, cat, or other animal within the City of Bartlett at any time, for any reason.

(3) It shall be unlawful for any person to keep, harbor, or house a non-livestock animal on any property that lacks active utility services (including, but not limited to, electricity and potable water) or is not permanently occupied by a human resident physically residing on the premises.

(4) It shall be unlawful for any person driving a vehicle to strike or hit any non-livestock animal upon a public right-of-way or any public property without stopping and assisting the animal or, in the alternative, immediately notifying the Bartlett Police Department.

10-109. Dangerous Dog. (1) An animal control officer shall have the authority to investigate incidents or complaints involving dogs that may be dangerous or that have been deemed dangerous. Nothing in this subsection shall be construed as affecting in any manner the authority of any officer of the Bartlett Police Department.

(2) If, after investigating an incident or complaint, the animal control officer makes an initial determination that a dog should be classified as dangerous, then written notice of the initial determination shall be sent to the owner of the dog. The animal control officer shall issue a mandatory ordinance summons to the owner citing the code section(s) violated and summoning the owner of the dog to the Bartlett Municipal Court on a specified date for a hearing to determine whether the dog is dangerous.

(3) Upon receipt of a mandatory ordinance summons issued pursuant to subsection (2), the owner shall place the dog in a secure boarding facility pending a final decision by the Bartlett Municipal Court. The owner may comply with this subsection by doing either of the following:

(a) The owner shall deliver the dog to the Bartlett Animal Shelter for boarding. The owner shall be responsible for the payment of all boarding fees and other accumulated fees and costs for caring for the dog during the pendency of the action. All applicable fees shall be in accordance with the schedule established by the Board of Mayor and Aldermen. To ensure payment of these fees and costs, the owner shall pay a security bond covering 30-days of boarding and care fees in advance and any incurred veterinary costs and shall tender payment of such bond when the dog is delivered to the Bartlett Animal Shelter. After the initial payment and until the Bartlett Municipal Court authorizes release of the dog, the owner shall continue to post additional security bonds to cover the boarding and care fees in advance and any incurred veterinary costs at 30-day intervals, such that the owner's account shall at all times maintain a credit balance. Upon final disposition of the action and the satisfaction of all accumulated boarding fees and care fees and costs due from the owner, any credit balance of fees and costs advanced in accordance with this subparagraph shall be returned to the owner within a reasonable time.

(b) Alternatively, the owner may board the dog at a licensed veterinary hospital or clinic at the owner's sole expense. Upon accepting the dog for boarding, the veterinary hospital or clinic shall confirm in writing to the director of the Bartlett Animal Shelter that the dog has been boarded in a licensed veterinary hospital or clinic. If at any time prior to the final disposition of the action the veterinary hospital or clinic ceases boarding the dog, the veterinary hospital or clinic shall immediately notify in writing the director of the Bartlett Animal Shelter of the termination of the boarding of the dog. Upon the owner's failure to board the dog at a licensed veterinary hospital or clinic in accordance

with this subparagraph, the owner shall immediately deliver the dog to the Bartlett Animal Shelter for boarding and tender payment of the security bond in accordance with subparagraph (a) of this subsection.

(4) Upon a preponderance of the evidence, a judge of the Bartlett Municipal Court may declare that the dog is dangerous and shall be classified as dangerous. The decision of the judge shall be final, subject to appeal to a higher court of competent jurisdiction.

10-110. Duty of Dangerous Dog Owner. (1) Within thirty (30) days after a dog has been deemed dangerous by a municipal court judge and before the release of the dog from impoundment, the owner of the dog shall obtain:

(a) A certificate of Rabies vaccination for the dog;

(b) A current Rabies license, which license must be worn at all times;

(c) A secure enclosure to confine a dangerous dog and a posting of the premises with a clearly visible warning sign at all entry points that informs both children and adults of a dangerous dog on the property or premises and reads: warning dangerous dog on premises;

(d) A permanent electronic implant, such as a registered microchip;

(e) Proof the dog has been spayed or neutered; and

(f) Proof to the animal control authority that public liability insurance or a bond of at least fifty thousand dollars (\$50,000) is in effect insuring the owner of the animal for any damages, whether arising from personal injury or otherwise, that may be caused by the dangerous dog. Such policy must provide for thirty (30) days' notice prior to cancellation or expiration of the policy. In the event such liability insurance or bond is cancelled, lapses, or for any other reason becomes unenforceable, the owner shall be in violation of this chapter and title.

(2) The owner's failure to comply with all requirements within thirty (30) days shall constitute an abandonment of the dog, and the dog may be treated as an unclaimed dog for the purposes of disposition.

(3) The owner shall immediately notify Bartlett Animal Control when a dog that has been deemed dangerous is running at large or unconfined; has bitten a human being; has attacked another animal; before being moved to another address; or before being sold or given away. The owner shall maintain current with Bartlett Animal Control the owner's name, address, and phone number. Any new owner of a dog that has been deemed dangerous residing in the City of Bartlett shall comply with all requirements of this chapter and title, and, prior to taking ownership of a dog that has been deemed dangerous, the new owner shall demonstrate such compliance with all requirements of this chapter and title to Bartlett Animal Control.

(4) Except as permitted by subsection (5), the owner of a dangerous dog shall keep the dog confined at all times. As used in this subsection, the term "confined" shall mean as follows:

(a) All dangerous dogs shall be securely confined indoors or in a locked secure enclosure. Such enclosure shall be at least twenty (20) feet from any street or sidewalk and ten (10) feet from any property line. All such structures must be adequately ventilated and kept in a clean and sanitary condition at all times, and must be inspected and approved by the Bartlett animal control officer or designee.

(b) No dangerous dog may be kept on a porch or patio or in any part of a house or structure when any unbarred window is open or when any screened window or screened door is the only obstacle preventing the dog from exiting the house or structure.

(5) It shall be unlawful for the owner of a dangerous dog to allow or cause the dog to be outside confinement, as defined in subsection (4), unless the dog is muzzled and restrained by a substantial leash that is no greater than four (4) feet in length and is under the control of a person eighteen (18) years of age or older, who is physically capable of maintaining physical control of the dog. The muzzle shall be made in a manner that prevents the dog from biting any person or animal but will not cause injury to the dog or interference with its vision or respiration.

(6) Upon receipt of a mandatory ordinance summons citing a violation of § 10-105(1), (2), or (3) or subsections (3), (4), or (5) of this section regarding a dog that has been deemed dangerous, the owner shall immediately place the dog in a secure boarding facility in accordance with the provisions of § 10-109(2) pending final disposition of the citation by the Bartlett Municipal Court.

10-111. Disposition of Dogs Causing Death or Serious Bodily Injury. The city attorney or a city prosecutor may petition the general sessions court for an order to destroy any dog that attacks a person or other animal and causes death or serious bodily injury within the corporate limits of the city. The petition shall name the owner of the dog, and the owner shall be given notice in accordance with Rule 4.01 of the Tennessee Rules of Civil Procedure that, if the owner does not appear before the general sessions court within five (5) days of the receipt thereof and show cause why the dog should not be destroyed, then the order shall issue and the dog shall be destroyed.

10-112. Enforcement. Bartlett Animal Control, by and through animal control officers, shall have the power and authority to enforce the provisions of this title. Nothing in this section shall be construed as affecting in any manner the authority of an officer of the Bartlett Police Department.

10-113. Roadside sale of animals prohibited. (1) It shall be unlawful for any person, firm, or corporation to attempt to sell, exchange, trade, barter, lease, rent, donate or display for a commercial purpose any animal on any roadside, public right-of-way, parkway, median, park, playground, swimming pool, or other recreation area, or commercial or retail parking lot that is generally accessible by the public, regardless of whether such access is authorized.

(2) This section shall not apply to any city animal shelter or nonprofit organization founded for the purpose of providing humane sanctuary or shelter for abandoned or unwanted animals.

(3) This section shall not be construed to prohibit a properly licensed for-profit store from selling or donating any animals on the walkway or parking lot immediately adjacent to such store's physical address.

(4) The sale, exchange, trade, barter, lease, rent, donation or display for a commercial purpose of each animal in violation of this section shall constitute a separate violation and be punishable in accordance with § 10-114.

10-114. Penalty. (1) Any person, firm, partnership, corporation, or other legal entity violating any of the provisions of this title shall be fined not more than fifty (\$50) dollars or the maximum amount permitted by state law, whichever is greater, for each offense, and a separate offense shall be deemed committed for each day of violation.

(2) The provisions of subsection (1) shall not be construed as limiting or otherwise affecting the authority granted to the judges of the Bartlett Municipal Court by the City of Bartlett Charter, the Bartlett Municipal Code, or state law.

Section 2. Title 10, Chapter 2, Section 10-201 shall be amended by removing and replacing text as follows:

10-201. Rabies vaccination required for dogs and cats. In accordance with Tennessee Code Annotated, § 68-8-104, it shall be unlawful for any person to own, keep or harbor in the City of Bartlett any dog, three (3) months or more of age, or any cat, ~~six (6)~~ **three (3)** months or more of age, ~~which-that~~ has not been vaccinated against Rabies. Rabies vaccinations are to be administered by or under the supervision of a licensed veterinarian, who will prepare a certificate in triplicate, the original to be given to the owner, the first copy filed with the local health department, and the second copy retained by the person administering the vaccine. Every dog owner shall attach a metal tag or other evidence of vaccination to a collar, which shall be worn at all times by the dog vaccinated; provided, that the collar may be removed in the case of hunting dogs while in chase or returning from the chase.

Section 3. Title 10, Chapter 2, Section 10-202 shall be amended by removing text; removing and replacing text; and adding text as follows:

10-202. License required for dogs. At the time the Rabies vaccination is administered, dog owners and keepers residing within the City of Bartlett shall be required to pay a City of Bartlett license ~~of sixteen dollars (\$16.00)~~ **for a fertile all dogs. Every owner shall attach a license tag to a collar, which shall be worn at all times by the licensed dog; provided, that the collar may be removed in the case of hunting dogs while in chase or returning from the chase. However, the owner or keeper is hereby granted a ten dollar (\$10.00) discount if the dog is spayed or neutered. Therefore, owners and keepers of spayed or neutered dogs may license their animal upon the payment of only six dollars (\$6.00).** Replacement tags will be available for a fee. ~~of three dollars (\$3.00).~~ Said license is not transferrable. Veterinarians are hereby authorized and required to collect the license fee, which is also known as a tag fee on behalf of the City of Bartlett; ~~to~~ retain one dollar (\$1.00) per tag for their expense;; and ~~to~~ forward the net collections of license fees to the City of Bartlett **Finance Department Animal**

Shelter on a monthly basis. The fee will be in accordance with the schedule established by the Board of Mayor and Aldermen.

Section 4. Title 10, Chapter 2, Section 10-203 shall be amended by removing text; removing and replacing text; and adding text as follows:

10-203. Animal Control and Shelter rules and regulations. (1) ~~The animal control division supervisor and his/her authorized animal~~ **Animal** control officers may capture and impound any animal found running at large in violation of § ~~10-104 10-105 at the Bartlett Animal Shelter and notify the owner, if known. Within forty-eight (48) hours of the time that the Bartlett Animal Shelter takes custody of the animal or, if the animal is taken into custody on a Friday, within two (2) business days of the date that the Bartlett Animal Shelter takes custody of the animal, the Bartlett Animal Shelter will make a reasonable effort to locate and notify the animal's owner of its impoundment if the Bartlett Animal Shelter knows or should know that the animal has an owner. Except as provided in subsections (2) and (3), Such~~ **such** animal shall be held for at least three (3) **full** business days at the ~~city animal shelter~~ **Bartlett Animal Shelter**, during which time the owner may identify and redeem the animal upon payment of impound fees, boarding charges, rabies vaccination and license fee, if required. After three (3) **full** business days of impoundment, the unclaimed animal will become the property of the City of Bartlett and may be designated for adoption, ~~transferred to the Memphis Animal Shelter,~~ or humanely put to sleep at the discretion of the animal control division supervisor.

(2) At the time of capture, animals found to be ~~in very poor health severely diseased~~ or ~~seriously~~ injured may be transported to a veterinary clinic for care at the owner's expense or humanely put to sleep, at the discretion of the animal control division supervisor.

(3) At the time of capture, animals found to be **vicious dangerous** may be isolated from other animals at the animal shelter, ~~transported to the Memphis Animal Shelter,~~ or humanely put to sleep, at the discretion of the animal control division supervisor. (Ord. #03-02, April 2003)

(4) The City of Bartlett Animal Shelter will accept stray non-livestock animals from Bartlett residents provided the animals were found within the city limits of Bartlett. However, the City of Bartlett Animal Shelter can deny such animal for any reason.

Section 5. Title 10, Chapter 2, Section 10-204 shall be amended by removing and replacing text in the title and by removing and adding text as follows:

10-204. Impound fees and boarding ~~fees charges~~. (1) A fee will be charged to any owner who identifies and claims an animal, which has been impounded at the City of Bartlett Animal Shelter. **The fee structure is as follows: The fee will be in accordance with the schedule established by the Board of Mayor and Aldermen.**

(a) Thirty dollars (\$30.00) for the first impoundment;

~~(b) Sixty dollars (\$60.00) for the second impoundment within a twelve (12) month period;~~

~~(c) Ninety dollars (\$90.00) for the third and each subsequent impoundment within a twenty-four (24) month period.—~~

(2) In addition to impound fees, the owner of the animal will be required to pay boarding fees in accordance with the schedule established ~~by resolution adopted~~ by the Board of Mayor and Aldermen. **~~Fees of ten dollars (\$10.00) per day for dogs and seven dollars (\$7.00) per day for cats.~~**

Section 6. Title 10, Chapter 2, Section 10-205 shall be amended by removing and replacing text as follows:

10-205. Adoptions encouraged. (1) Adoption of unclaimed animals will be encouraged whenever possible. The general health, temperament, case history of the animal, and space availability at the shelter will be considered in determining which animals are designated for adoption and how long they will be held for adoption. The adopter shall pay the City of Bartlett Animal Shelter an adoption fee **in accordance with the schedule established by the Board of Mayor and Aldermen of sixty-five dollars (\$65.00)** at the time of adoption of either a dog or cat. This fee will compensate the city for **spaying or neutering, any medically necessary testing, and all medically necessary vaccines.**

~~(a) In the case of a dog: canine distemper, hepatitis, adenovirus cough parainfluenza, parvo virus, and corona virus vaccinations; rabies vaccination and license, heartworm check, bordetella treatment, and spay or neuter.~~

~~(b) In the case of a cat: panleukopenia, rhinotrachelitis, calcivirus and chlamydia vaccinations and rabies vaccination,~~

~~(c) FIV/leukemia test and spay or neuter.~~

(2) The Mayor of the City of Bartlett has the sole authority to adjust the adoption fee for special promotions of adoptions.

Section 7. Title 10, Chapter 2, Section 10-206 shall be amended by removing and adding text as follows:

10-206. Animals surrendered. Any resident of the City of Bartlett may surrender possession and ownership of any unwanted dog or cat to the City of Bartlett Animal Shelter by delivering it to the shelter and paying a surrender fee, **of twenty-five dollars (\$25.00) provided the dog or cat is current on required vaccines, healthy, and does not pose a threat to the shelter staff or the public, and provided further that there is sufficient space at the shelter and accepting the surrender is consistent with all other policies of the shelter.** Said dog or cat animal may be designated for adoption, ~~transferred to the Memphis Animal Shelter~~, or humanely put to sleep, at the discretion of the animal control supervisor. **The shelter will not accept owner surrender euthanasia requests and, notwithstanding the dog or cat satisfying the foregoing criteria, can deny a surrender for any reason.**

Section 8. Title 10, Chapter 2, Section 10-207 shall be repealed by deleting the section in its entirety.

~~**10-207. Forfeiture established. Any person cited for violating any provision of the ordinances regulating the keeping of animals and fowl may pay a forfeiture of thirty dollars (\$30.00) to the city court clerk in lieu of court appearance.**~~

Section 9. Severability – Should any provision or part of this Ordinance be rendered void or unenforceable by any court of law, statute or other authority, the rest and remainder of this Ordinance shall remain in full force and effect.

Section 10. This ordinance shall take effect upon January 1, 2026, the public welfare requiring it.

First Reading: October 28, 2025
Second Reading: November 13, 2025
Third Reading: November 25, 2025

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

David Parsons, Mayor

Attest:
Penny Medlock, City Clerk