

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 08/19/25

☒ Resolution ☐ Ordinance

Contact/Prepared By: Alan Enzo

Date Prepared: 07/08/25

Title (Caption): Cedar Hill Park 2025 grant application. Metro Parks requests approval to apply for an in-kind grant opportunity.

This in-kind grant from Blue Cross Healthy Places Project provides for improvements at Cedar Hill Park. The value of the improvements from the in-kind grant is approximately \$6,000,000.00. No money will be coming to Parks. No match or other obligations for Parks or Metro government. If the grant is awarded to Metro Parks, the completed improvements will then be donated to Metro Parks as an in-kind grant.

Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: Parks and Recreation Requested By: Monique Odom

Affected Department(s): Parks and Recreation Affected Council District(s): 3

Legislative Category (check one):

- | | | |
|---|---|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input checked="" type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ \$ 0.00

Funding Source: Capital Improvement Budget
Capital Outlay Notes
Departmental/Agency Budget
Funds to Metro
General Obligation Bonds
Grant
Increased Revenue Sources

Match: \$ \$ 0.00

Judgments and Losses
Local Government Investment Project
Revenue Bonds
Self-Insured Liability
Solid Waste Reserve
Unappropriated Fund Balance
4% Fund
Other: _____

Approved by OMB: Aaron Pratt DH

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: Juanita Paulsen

Date to Finance Director's Office: _____

APPROVED BY

FINANCE DIRECTOR'S OFFICE: _____

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

GRANT APPLICATION SUMMARY SHEET

Grant Name: BlueCrossHealthyPlaces-Cedar Hill Park ML Field 2025
Department: PARKS & RECREATION
Grantor: BLUE CROSS OF TENNESSEE FOUNDATION
Pass-Through Grantor (If applicable):
Total Applied For \$0.00
Metro Cash Match: \$0.00
Department Contact: Alan Enzo
862-8400
Status: NEW

Program Description:
Cedar Hill Park 2025 grant application. Metro Parks requests approval to apply for an in-kind grant opportunity. This in-kind grant from Blue Cross Healthy Places Project provides for improvements at Cedar Hill Park. The value of the improvements from the in-kind grant is approximately \$6,000,000.00. No money will be coming to Parks. No match or other obligations for Parks or Metro government. If the grant is awarded to Metro Parks, the completed improvements will then be donated to Metro Parks as an in-kind grant.

Plan for continuation of services upon grant expiration:
N/A.

APPROVED AS TO AVAILABILITY
OF FUNDS:

APPROVED AS TO FORM AND
LEGALITY:

Jennene Reed/adm 7/21/2025 | 2:26 PM CDT
Director of Finance Date
AP DH

Macy Amos 7/22/2025 | 7:53 AM PDT
Metropolitan Attorney Date

APPROVED AS TO RISK AND
INSURANCE:

Balogun Cobb 7/21/2025 | 10:28 PM CDT
Director of Risk Management Date
Services

Eddie O'Connell 7/22/2025 | 1:38 PM PDT
Metropolitan Mayor Date
(This application is contingent upon approval of the application by the Metropolitan Council.)

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
PARKS & RECREATION	040	Alan Enzo				862-8400	862-8414
Grant Name:	BlueCrossHealthyPlaces-Cedar Hill Park ML Field 2025						
Grantor:	BLUE CROSS OF TENNESSEE FOUNDATION					Other:	
Grant Period From:		(applications only) Anticipated Application Date:		08/01/25			
Grant Period To:		(applications only) Application Deadline:		08/31/25			
Funding Type:	FOUNDATION	Multi-Department Grant		<input type="checkbox"/>		If yes, list below.	
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	OTHER	Total Award:		\$0.00			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:	Applic. Submitted Electronically? <input type="checkbox"/>						
Cedar Hill Park 2025 grant application. Metro Parks requests approval to apply for an in-kind grant opportunity. This in-kind grant from Blue Cross Healthy Places Project provides for improvements at Cedar Hill Park. The value of the improvements from the in-kind grant is approximately \$6,000,000.00. No money will be coming to Parks. No match or other obligations for Parks or Metro government. If the grant is awarded to Metro Parks, the completed improvements will then be donated to Metro Parks as an in-kind grant.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
N/A.							
How is Match Determined?							
Fixed Amount of \$	\$0.00	or	0.0%	% of Grant	Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?	N/A	Fund	Business Unit				
Is not budgeted?	\$0.00	Proposed Source of Match:		N/A			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)		Requested from Cont. Match Fund:		N/A			
Other:							
Number of FTEs the grant will fund:	0.00	Actual number of positions added:		0.00			
Departmental Indirect Cost Rate	17.95%	Indirect Cost of Grant to Metro:		\$0.00			
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No	% Allow.	0.00%	Ind. Cost Requested from Grantor:	\$0.00	in budget		
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY26			\$0.00				\$0.00	\$0.00	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Date Awarded:					Tot. Awarded:		Contract#:			
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

JP

Resolution No. _____

A resolution approving an application for a BlueCross Healthy Places in-kind grant from the BlueCross BlueShield of Tennessee Foundation to the Metropolitan Government, acting by and through the Metropolitan Board of Parks and Recreation, to provide funding for the development of a Miracle League field to be fully integrated with amenities to serve visitors of all ages regardless of physical or mental abilities at Cedar Hill Park.

WHEREAS, the BlueCross BlueShield of Tennessee Foundation is accepting applications for a BlueCross Healthy Places in-kind grant with an estimated value not to exceed \$6,000,000 with no cash match required; and,

WHEREAS, the Metropolitan Government is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the application be approved and submitted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the application for a BlueCross Healthy Places in-kind grant, with an estimated value not to exceed \$6,000,000, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Board of Parks and Recreation, is authorized to submit said application to the BlueCross BlueShield of Tennessee Foundation.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjr
Jenneen Reed, Director
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND
LEGALITY:

Hannah Britlin
Assistant Metropolitan Attorney

Member(s) of Council



BlueCross Healthy Place in Nashville



HOW TO APPLY

Let's Build BlueCross Healthy Places Together

Community Partnerships

The BlueCross BlueShield of Tennessee Foundation works with both government entities and non-profit organizations to create BlueCross Healthy Places.

We accept proposals for BlueCross Healthy Place grants
Aug. 1-31 each year.

[View our product catalog](#)



Uniquely Designed for Your Community

BlueCross Healthy Places encompass a variety of features, from accessible play spaces to paved walking paths. We'll work with you to select the amenities that best meet the needs of the area you serve. Take a look below to see what your BlueCross Healthy Place could include.

COMMUNITY SPACES

LOCATION-SPECIFIC DESIGNS



Community pavilion at David Carnes Park in Memphis.



Need some more inspiration? View our [full project catalog](#).

Application Guidelines

Before requesting funding for a BlueCross Healthy Place project in your area, learn what we're looking for in a proposal.

Applying organizations must:

- Be the legal titleholder of the property with full approval to execute the project and ensure site readiness
- Seek community input on project priorities before proposal submission
- Provide metes and bounds documentation and most recent land survey upon submission

Those guidelines help show the types of projects we'll prioritize, but it's also important to know what we're unable to provide funds for. Here are some examples:

- Purchasing land
- Private clubs or property
- Religious programming
- Individual schools
- Staffing pay
- Co-branded projects

[View our product catalog](#)

Notification Timing

Applicants who are not chosen as finalists will receive declination notices no later than the end of the application year.

Finalists will receive proposal results no later than Feb. 1.

For more information about applying for a BlueCross Healthy Place grant, email BlueCrossHealthyPlaces@BCBST.com.

Key Considerations

While working on your application, please keep in mind that your proposed project must:

- Be free and open to the public
- Demonstrate a community benefit and include community input
- Include a project implementation timeline
- Agree to exclusive BlueCross Healthy Place branding and naming rights

Want to bring a BlueCross Healthy Place to your community?

[CONTACT US](#)

Locations

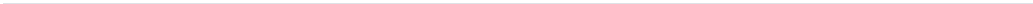
How to Apply

About Us

Contact Us

Terms of Service

Privacy Policy



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Deutsch | ગુજરાતી | 日本語 | Tagalog | हिंदी | Русский | فارسی | Kreyòl Ayisyen |
Polski | Português | Italiano | Diné Bizaad

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Independent License of the BlueCross BlueShield Association

FREDDIE O'CONNELL, MAYOR

METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman Street
Nashville, TN 37201



(615) 862-8400
Fax (615) 862-8414
www.nashville.gov/parks

Monique Horton Odom, Director

July 1, 2025

Mr. Joe Stovall
Assistant Director of Planning and Facilities Development
Metro Board of Parks and Recreation
511 Oman St.
Nashville, TN 37219-6300

Dear Mr. Stovall:

The Metropolitan Board of Parks and Recreation, on Tuesday, July 1, 2025 approved the application for submission for the Blue Cross Blue Shield Healthy Places in-kind grant valued at approximately \$6,000,000, to include the development of a "Miracle League" field, an inclusive playground, accessible restrooms, seating, gathering areas, and concessions.

There is no match or other obligation from Metro Parks or Government related to this grant. No money will be bestowed to Metro Parks. BlueCross Healthy Places, build and design partners, will construct and manage the project. The grant also includes a Maintenance Fund that will help offset Metro Parks resources.

If further information is needed regarding the donation process, please contact Mr. Alan Enzo of my staff; he may be reached at 615 862-8400. On behalf of Metro Parks, thank you for this generous contribution to our parks system.

Sincerely,

Monique Horton Odom, Director
and Secretary to the Board

c: Ms. Chinita White
Mr. Alan Enzo

"It is the mission of Metro Parks and Recreation to sustainably and equitably provide everyone in Nashville with an inviting network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community"



FOR ADA ACCOMMODATIONS, PLEASE CONTACT 615-862-8400
WE ARE AN EQUAL OPPORTUNITY EMPLOYER

FREDDIE O'CONNELL, MAYOR

METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman St
Nashville, TN 37219

(615) 862-8400
FAX (615) 862-8414

www.nashville.gov/Parks-and-Recreation.aspx

Monique Horton Odom, Director

May 30, 2025

Dear Metropolitan Board of Parks and Recreation,

The Parks Planning and Facilities Development Division is requesting approval from the Metro Board of Parks and Recreation to apply to the BlueCross BlueShield of Tennessee Foundation for the BlueCross Healthy Place grant. By promoting community and togetherness through BlueCross Healthy Place projects, the foundation can fund community assets that assist in the development of active and healthy lifestyles.

Metro Parks Planning and Facilities Development Division is requesting to apply for an in-kind grant opportunity from BlueCross Healthy Places, with a value of approximately \$6,000,000. The in-kind grant will provide the completion of a 2-part improvement project at Cedar Hill Park in Madison. Part 1 of the project will be the renovation of the existing softball field into a Miracle League field. This is a softball/baseball field that is fully integrated with associated amenities that will serve visitors of all ages regardless of physical or mental abilities. Partnership with the Miracle League comes with many additional benefits, including on-going national media recognition and eligibility opportunities for local players and directors to attend national All-Star events. Part 2 of the project will be an inclusive playground that will replace the existing playground. The Additional park improvements will enhance parking and circulation throughout the site and include accessible restrooms, seating, gathering areas, and concessions.

These improvements are in alignment with the Plan to Play document that was adopted by the Parks Board in 2017 and will remain in alignment with the update underway. This will be the first Miracle League field located in a public park in Nashville, marking a significant step forward in promoting accessibility and equity for all members of our community. No matching funds will be required from Metro Parks, and no money will be given to Metro Parks. BlueCross Healthy Places' design and build partners will construct and manage the project. The completed improvements will be donated to Metro Parks as an in-kind grant as part of the BlueCross Healthy Places program if the grant is awarded to Metro Parks. As part of the in-kind grant, BlueCross Healthy Place will also include a Maintenance Fund component that will offset the burden on our staff and resources. No money will come to Metro Parks and all maintenance expenses will be paid directly by the grantor foundation.

In the event that Metro Parks is awarded the in-kind grant being applied, the grant award letter from BlueCross Healthy Places will be presented to the Parks Board and City Council for approval of all improvements.

Thank you for your time and consideration.

Sincerely,

Joseph Stovall, CPRP

Assistant Director of Planning and Facilities Development
Metro Nashville Parks and Recreation

"It is the mission of Metro Parks and Recreation to sustainably and equitably provide everyone in Nashville with an inviting Network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community"

FOR ADA ACCOMMODATIONS, PLEASE CONTACT 615 862-8400
WE ARE AN EQUAL OPPORTUNITY EMPLOYER

PARTNER OVERVIEW SECTION

1. Organization Name
[Metro Parks and Recreation Department of the Metropolitan Government of Nashville and Davidson County](#)
2. Is your organization a non-profit or a municipality?
[Municipality](#)
3. Please give a brief overview of the organization's mission in the space provided:
[It is the mission of Metro Parks and Recreation to sustainably and equitably provide everyone in Nashville with an inviting network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community.](#)
4. Organization Street Address
[2565 Park Plaza](#)
5. Organization City
[Nashville](#)
6. Organization State
[Tennessee](#)
7. Zip Code
[37203](#)
8. Mailing Address - if different than above
[P.O. Box 196340 Nashville, TN 37219](#)
9. Exact Project Location - Please share the exact location of your proposed project (i.e. Google maps link, or GPS coordinates).
<https://g.co/kgs/aKokSR5>
10. 501c3 Certification (upload)
[N/A](#)
11. Municipality 990 or W9 form (upload)
[Uploaded](#)
12. Federal Tax-Exempt Number
[62-0694743](#)
13. Contact Person Name
[Alana Hibbler](#)
14. Contact Person Title
[Project Manager](#)
15. Contact Person Telephone Number
[\(615\) 862-8400](#)
16. Contact Person Email Address
Alana.Hibbler@Nashville.gov
17. Elected Official Sponsor Name
[Mayor Freddie O'Connell](#)
18. Elected Official Phone Number
[\(615\) 862-6000](#)
19. Elected Official Email Address
mayer@nashville.gov

LEGAL DOCUMENTATION REVIEW & SITE PREPARATION REQUIREMENTS

20. Please check ONE of the following as it applies to this application.

We have reviewed the Sample Contract with legal counsel and will request changes to the Sample Contract. (Please attach details.) We understand that exceptions to boilerplate contract language may not be approved and may result in the rejection of this application.

21. Documents for municipal legal team

Municipal Legal Response:

- Per our policy that is required of all Metro contracts, each document needs to include a signature spot for the Finance Director and Department of Law.

- License Agreement:

- Terms are acceptable.

- Donation Agreement:

- Venue needs to be the courts of Davidson County, Tennessee.

- We cannot agree to waive jury trials.

- Other terms are acceptable.

- Transfer Agreement

- Terms are acceptable.

22. 2025 BlueCross Healthy Place Grant: Associated Officials Signature Form (upload)

Uploaded

23. By checking this box, I affirm that I have fully read the above and understand the requirements and our expected responsibilities if our project is chosen as a 2026 BlueCross Healthy Place.

Check mark

PROJECT DETAILS

24. Project Description

The Metropolitan Government of Nashville/Davidson County's Parks and Recreation Department (Metro Parks) hopes to locate a BlueCross Healthy Place within an existing park known as Cedar Hill Park located at 860 Old Hickory Boulevard in Madison, TN. This park is approximately 325-acres, with the project site area spanning approximately 10 acres. The park opened in 1965 with passive features such as open green space, hiking trails, and a man-made lake filled with fish, ducks, and swans. Over the years, active recreation improvements have brought much needed amenities to the historically underserved community. In 1977, a four-diamond softball complex opened to the public. Since then, Metro Parks has added picnic shelters, a playground, tennis courts, pickleball courts, an 18-hole disc golf course, and mountain bike trails.

The focus of this project will be to add a Miracle League Field and an inclusive playground. An underutilized existing softball field, just outside the highly popular softball complex, will be renovated into a Miracle League field. This is a softball/baseball field fully integrated with associated amenities that will serve both children and young adults with intellectual and

developmental disabilities. This project will reinforce that "Every child deserves a chance to play baseball." The adjacent inclusive playground will create safe and supportive spaces for both children and adults of all abilities to play together.

Other park amenities included in this project are a concession stand with accessible restrooms, spectator seating, a community pavilion, inclusive play spaces, bike racks, shade structures, lighting, a multipurpose field, walking track/trails, and gathering spaces. The additional supportive amenities will also enhance accessibility, increase activation and programming in Cedar Hill Park, and enhance parking and circulation throughout the site. By promoting community gathering in this safe and positive manner, Metro Parks will continue to encourage active and healthy lifestyles for increased qualities of life across all communities and generations.

25. Please briefly describe how a project like this would impact your community

Nashville Metro Parks is committed to supporting projects that enhance quality of life for all our citizens. Cedar Hill Park is in a historically underserved area with a high proportion of people of color and low-income households. In 2017, Metro Parks' Master Plan, "Plan to Play", identified Cedar Hill Park as a high-priority Regional Park for enhancements for our most vulnerable residents. This proposed project addresses a unique need in our community. The Miracle League describes their fields as assets that "serve children and adults who suffer from any physical or mental disabilities, which causes them to be excluded, whether intentionally or not, from conventional Baseball leagues." Metro Parks' disABILITIES program estimates that Davidson County is home to about 18,000 disabled individuals who could benefit from a Miracle League Field. The Miracle League also provides opportunities for local residents to attend national All-Star events.

The nearest Miracle League Field in Tennessee is over an hour's drive away, and completely inaccessible by public transit from many parts of our county. This new amenity will provide access to a new level of comradery for many Nashvillians. This initiative will have a significant positive impact on youth and adults alike to come together as neighbors to support and encourage one another through outdoor activities, regardless of abilities.

26. We're asking communities to design a park that meets their communities needs. Please indicate if you plan to select a custom design or select one of the following pre-designed options.

Custom Design

27. Custom Design-Additional Information

Bike Features (i.e. pump track, racks, maintenance stations, etc.)

Community Pavilion

Concession Stand

Shade Structures

Inclusive Play Area

Lighting

Multi-purpose field

Restroom

Spectator Seating

Sports Courts

Walking Track

Other

28. Please indicate which other custom design features you would like in your community:

Miracle League Baseball Field

29. Please indicate which Sports Courts you would like in your community:

Baseball

30. Please upload the proposed custom design images (Master plan designs will be finalized upon selection of finalists) (upload)

Uploaded

31. Does your site have access to water?

Yes

32. Does the proposed site have an existing public sewer access?

Yes

33. Will your current drainage/sewer system accommodate this new water feature?

Yes

34. Does your proposed site have any existing drainage or flooding issues?

No

35. Please provide a description of the site's flooding or drainage issues here. If no issues, please type "N/A".

N/A

36. Estimated Project Budget

\$6,000,000

37. Is there a restroom facility or plumbing available within the project site?

Yes

38. Does your proposed site have any existing drainage or flooding issues?

No

39. Will the proposed site be ready for construction by Quarter 2, 2025?

Yes

40. Project Site Images (Please provide images of the site in its current condition (if you have a video, please email to keith_king@bcbst.com)

Uploaded and drone footage to be emailed.

41. Please provide proof of community engagement collected within the past two years. (Community input is critical for successful projects. Please provide details on how your community has been involved in this process. Also, if the proposed project is replacing an existing community asset, please show proof the community has been made aware of the removal). UPLOADS 29MB

Uploaded (PRINTED)

42. Project Name: Each BlueCross Healthy Place is formally named "BlueCross Healthy Place at [insert park name]. Please provide any naming preferences for your project if chosen.

BlueCross Healthy Place Miracle League Baseball Field at Cedar Hill Park

43. Please provide details, history and background about the naming of your park. UPLOADS

Cedar Hill Park was founded in 1964. It was initially named "Old Center Park" after the nearby Old Center School. The park was renamed "Cedar Hill Park" a year later, inspired by the park's rolling hills and native cedar trees.

44. Briefly share your plan for activation and programming of the proposed project upon completion. (plan for engaging and continuing the vision of the vision of the project, encouraging community connection and healthy activity, the future of the space)

The plan for this park improvement project is to be activated and programmed in part by Metro Parks disABILITIES program. This will provide another space to build upon activities and services for youth and adults of all ages and abilities. We will be able to foster and support community connection and healthy activity. By partnering with the Miracle League Field organization to bringing baseball/softball to all youth and adults no matter their abilities, we will be able to grow opportunities for play on this field. This will expand our capacity to meet the needs of our

disabled community by providing a fantastic public facility to accommodate and support their needs. The inclusionary playground and play spaces will also add much needed areas of wellness in this area of the county.

45. By submitting this application I agree that quotes can be used for communications.
Check mark

PROJECT LOCATION INFORMATION

46. What is the available square footage and/or acreage for the proposed site?
The entire park is approximately 325 acres, with the proposed project area spanning approximately 10 acres.
47. Does the square footage estimate include a laydown space for construction team?
Yes
48. Please provide proof of land ownership (If the property ownership includes unique elements such as permanent easement or 99 year lease, please include details of that arrangement and proof of full authority to execute the project as proposed.) UPLOAD
<https://maps.nashville.gov/ParcelViewer/PrintRecord.html?pin=21516>
49. Please provide the formal sign ordinance policy for our review
https://library.municode.com/tn/metro_government_of_nashville_and_davidson_county/codes/code_of_ordinances?nodeId=CD_TIT17ZO_CH17.32SIRE
50. All BlueCross Healthy Place projects include entry archway signage (15.4 feet tall by 10.4 feet wide). Is this signage requirement acceptable within your local sign ordinance?
Yes
51. Most recent land survey
(If one is not currently available, please send along to keith_king@bcbst.com at earliest convenience.) "survey to follow and will be emailed to the provided contact email"
Uploaded (PRINTED)
52. Property Metes and Bounds UPLOADS
Uploaded (PRINTED)
53. Property utility locations (water, electricity, sewer) UPLOADS
Uploaded (PRINTED)
54. Tree or land ordinance we should be aware of (upload 1) UPLOAD
https://library.municode.com/tn/metro_government_of_nashville_and_davidson_county/codes/code_of_ordinances?nodeId=CD_TIT17ZO_CH17.40ADPR_ARTXTRPREPR
55. Please disclose any actual or constructive restrictions, ordinances, regulations applicable to the property where the Project will be located, such as:
- Easements, rights-of-way, or similar property rights

- Donor imposed restrictions on the use of the property or otherwise
- Rights of reversion, re-entry, or similar property rights
- Federal, state, or local government or agency rules and regulations, ordinances, restrictions, or other similarly-imposed obligations or limitations regarding the use of the property
- Special or required obligations regarding the maintenance of the property (e.g., with respect to trees, curbs, walkways, roads, parking lots, etc.)
- Zoning restrictions
- Past environmental hazards, conditions, or issues for the property where the Project will be located or affirm that there are no known environmental hazards, conditions, or issues for such property.
- If the property where the Project will be located is in a floodplain.

USE THIS SPACE TO INCLUDE ANY PERTINENT INFORMATION TIED TO THE LIST ABOVE
(fill in the space provided)

N/A

56. By checking this box, I acknowledge that there are no liens or secondary owners on this land.

Check mark

57. Letter of Recommendation (3) (more than 3 then email them with a notice)

- Mayor Freddie O'Connell
- Councilwoman Jennifer Gamble
- Metro Parks disABILITY Program [Glen Atkins/Misty Adfield]
- Nashville Parks Foundation [Louise Bryan]

58. If your application is selected, can your organization support in collecting health and usage data to help better improve this program in the future?

Check mark

59. By submitting this application I agree that quotes can be used for communications.

Check mark



BlueCross Healthy Place: Key Stakeholder Sign-Off

Each BlueCross Healthy Place project requires many levels of approvals and cooperation for success. This form should be used to facilitate conversations and document key stakeholder awareness.

Signatures certify the below departments are aware of your BlueCross Healthy Place submission. If your community does not have any or all of the listed departments please include the equivalent department or an explanation of your omission:

DEPARTMENT	NAME	TITLE	SIGNATURE
Construction Dept.	Gerald Smith Sr.	Director of General Services	<i>Gerald Smith Sr.</i>
Fire Marshal			
Parks & Rec Dept.			
Permitting Dept.			
Planning Dept.			
Stormwater Engineering			
Utility Dept.			
Zoning Dept.			





BlueCross Healthy Place: Key Stakeholder Sign-Off

Each BlueCross Healthy Place project requires many levels of approvals and cooperation for success. This form should be used to facilitate conversations and document key stakeholder awareness.

Signatures certify the below departments are aware of your BlueCross Healthy Place submission. If your community does not have any or all of the listed departments please include the equivalent department or an explanation of your omission:

DEPARTMENT	NAME	TITLE	SIGNATURE
Construction Dept.			
Fire Marshal	Lawrence Hutchison	Fire Marshal	<i>Lawrence D. Hutchison</i>
Parks & Rec Dept.			
Permitting Dept.			
Planning Dept.			
Stormwater Engineering			
Utility Dept.			
Zoning Dept.			

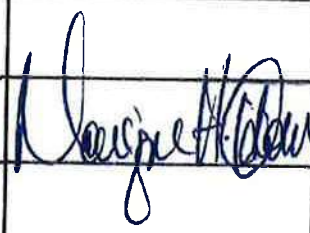




BlueCross Healthy Place: Key Stakeholder Sign-Off

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Signatures certify the below departments are aware of your BlueCross Healthy Place submission. If your community does not have any or all of the listed departments please include the equivalent department or an explanation of your omission:

DEPARTMENT	NAME	TITLE	SIGNATURE
Construction Dept.			
Fire Marshal			
Parks & Rec Dept.	Monique Odom		
Permitting Dept.			
Planning Dept.			
Stormwater Engineering			
Utility Dept.			
Zoning Dept.			





BlueCross Healthy Place: Key Stakeholder Sign-Off

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Signatures certify the below departments are aware of your BlueCross Healthy Place submission. If your community does not have any or all of the listed departments please include the equivalent department or an explanation of your omission:

DEPARTMENT	NAME	TITLE	SIGNATURE
Construction Dept.			
Fire Marshal			
Parks & Rec Dept.			
Permitting Dept.	N / A	N / A	N / A
Planning Dept.			
Stormwater Engineering			
Utility Dept.			
Zoning Dept.			





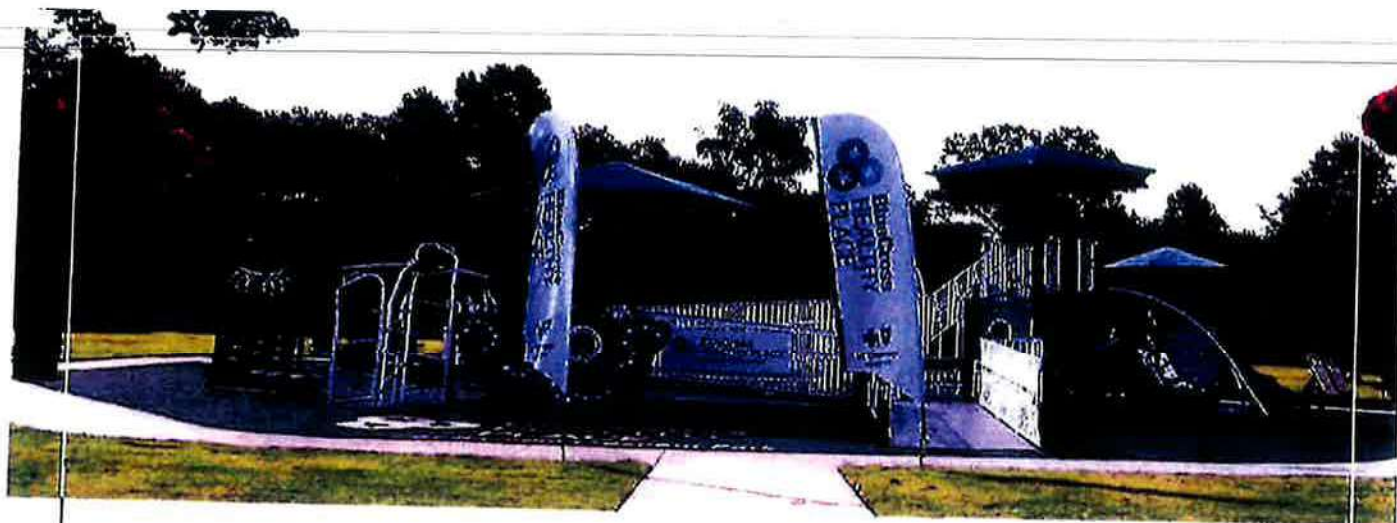
BlueCross Healthy Place: Key Stakeholder Sign-Off

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Signatures certify the below departments are aware of your BlueCross Healthy Place submission. If your community does not have any or all of the listed departments please include the equivalent department or an explanation of your omission:

DEPARTMENT	NAME	TITLE	SIGNATURE
Construction Dept.			
Fire Marshal			
Parks & Rec Dept.			
Permitting Dept.			
Planning Dept.	Lucy Kempf		Lucy A. Kempf
Stormwater Engineering			
Utility Dept.			
Zoning Dept.	Lucy Kempf		Lucy A. Kempf





BlueCross Healthy Place: Key Stakeholder Sign-Off

Each BlueCross Healthy Place project requires many levels of approvals and cooperation for success. This form should be used to facilitate conversations and document key stakeholder awareness.

Signatures certify the below departments are aware of your BlueCross Healthy Place submission. If your community does not have any or all of the listed departments please include the equivalent department or an explanation of your omission:

DEPARTMENT	NAME	TITLE	SIGNATURE
Construction Dept.			
Fire Marshal			
Parks & Rec Dept.			
Permitting Dept.			
Planning Dept.			
Stormwater Engineering	Scott Potter	Director	SP/st
Utility Dept.	Scott Potter	Director	SP/st
Zoning Dept.			



#30 Proposed Custom Design Images



CEDAR HILL PARK - MARACLE LEAGUE FIELD AND PLAYGROUND
3/3/24 CONCEPT PLAN

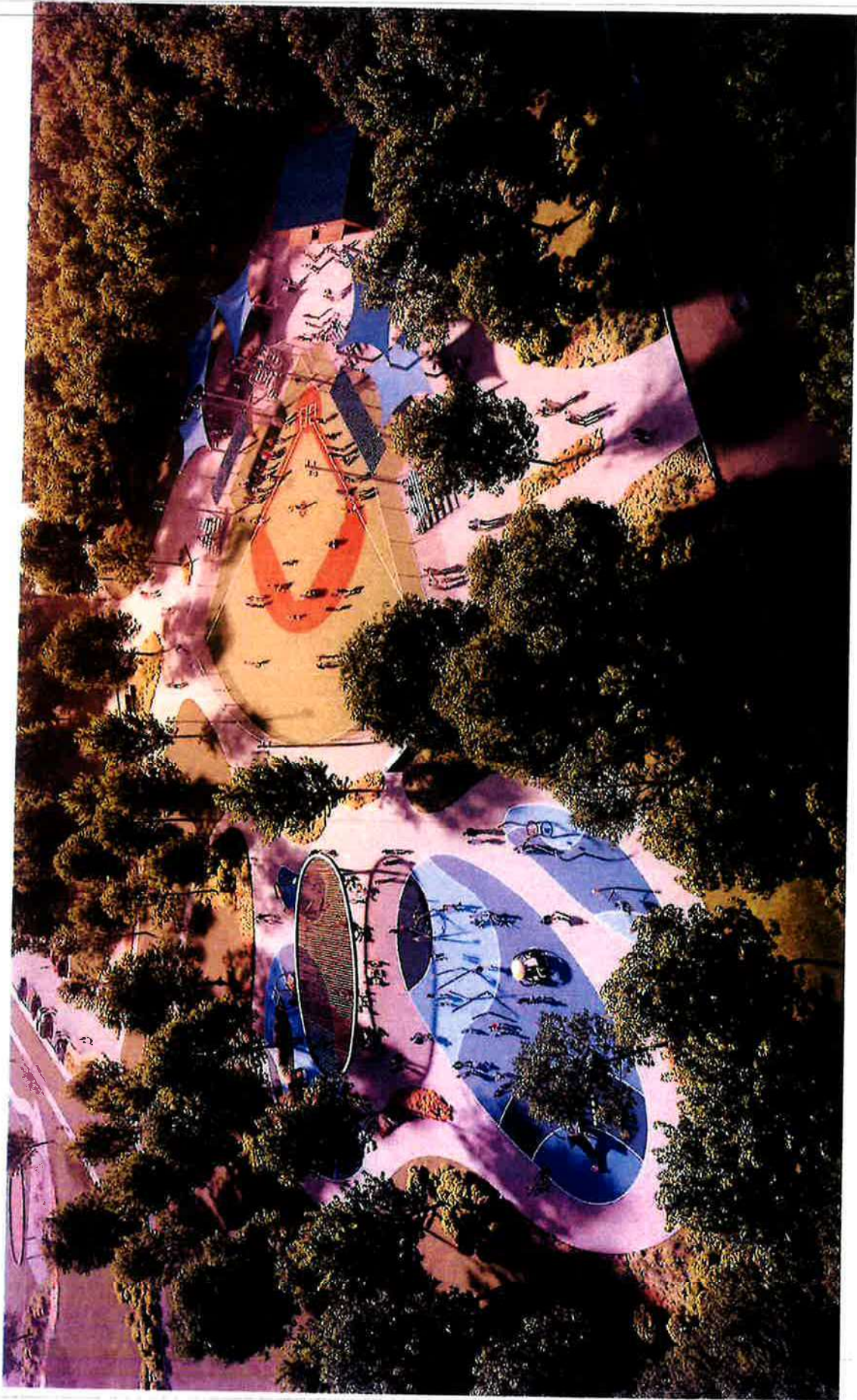
NIS HDLA



- LEGEND**
- 1 MIRACLE LEAGUE FIELD
 - 2 CONCESSION STANDS
 - 3 SCOREBOARD
 - 4 SHADE SAILS
 - 5 BLEACHERS
 - 6 ENTRY SIGNAGE
 - 7 BASE PLAY SURFACE WITH PLAY EQUIPMENT
 - 8 PLAYGROUND SIGNAGE
 - 9 METAL AND WOOD SHADE STRUCTURE
 - 10 AN-GRADE PLANTING
 - 11 CANOPY TREE
 - 12 DROP-OFF/PICK-UP
 - 13 IMPROVED SPORTS FIELD

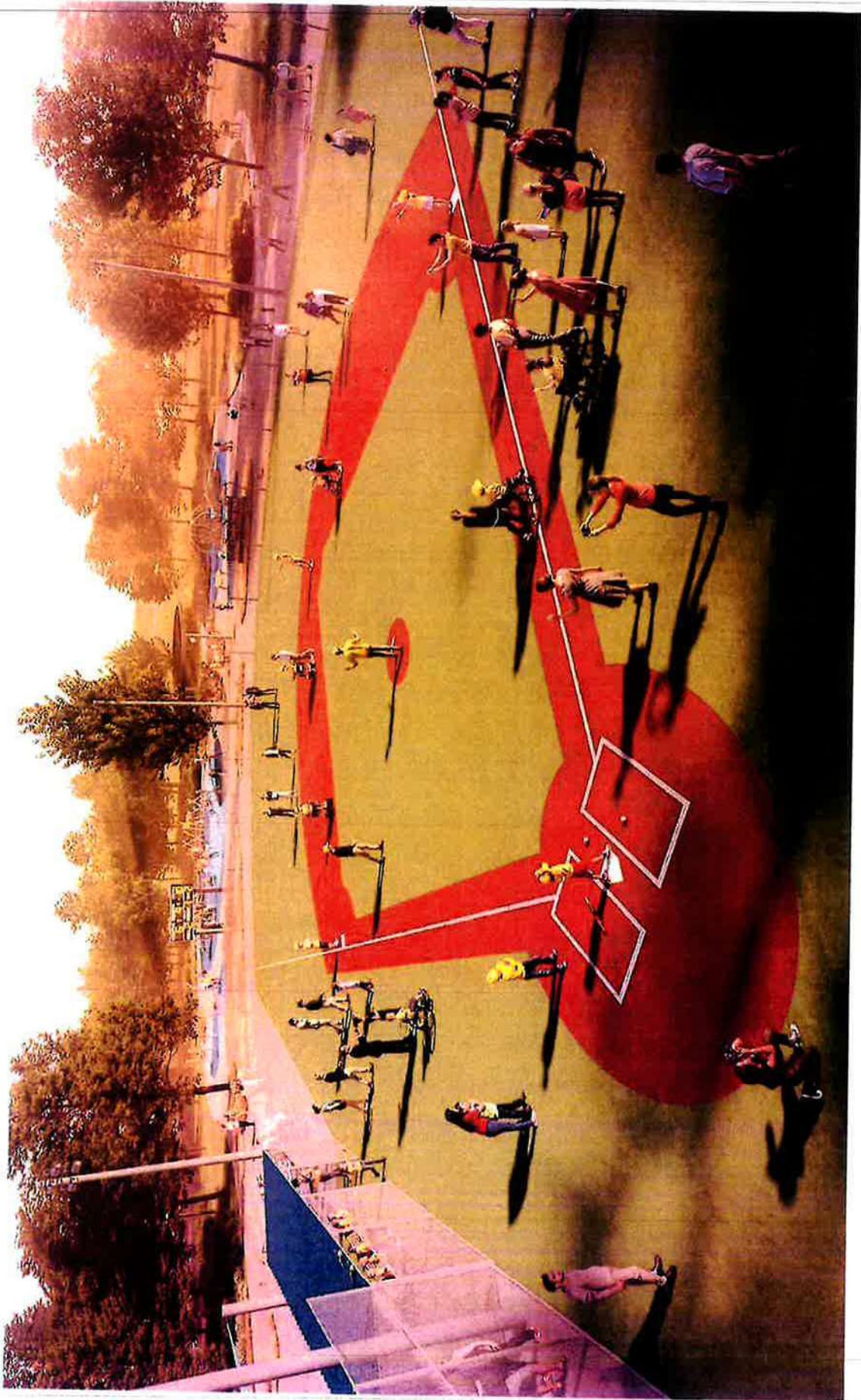
CEDAR HILL PARK - MIRACLE LEAGUE FIELD AND PLAYGROUND
3.1.24.11 CONCEPT PLAN

NLS ① HDLA



CEDAR HILL PARK - MARACLE LEAGUE FIELD AND PLAYGROUND
3.1.24 | CONCEPT RENDER

HDLA



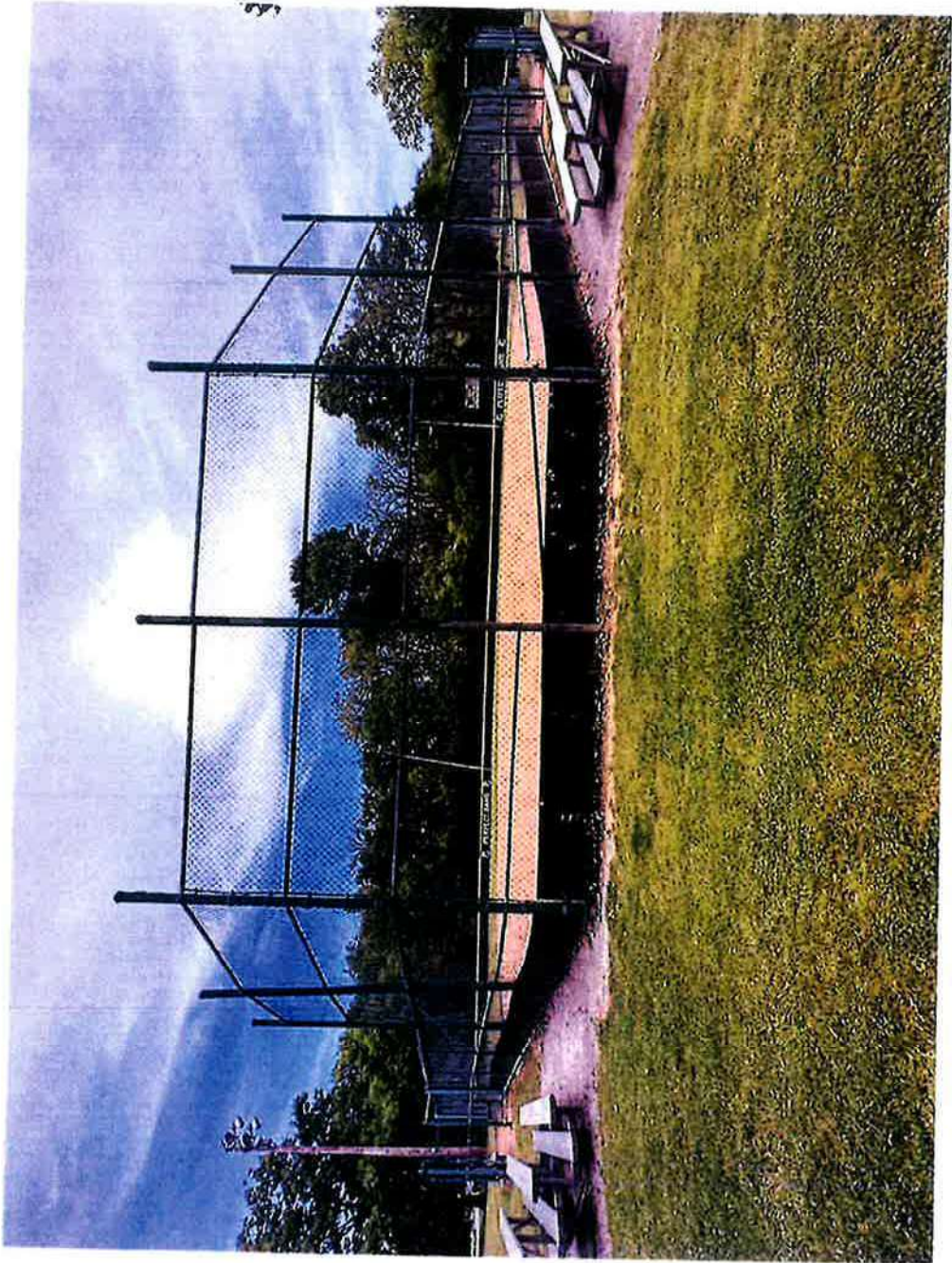
CEDAR HILL PARK - MARACLE LEAGUE FIELD AND PLAYGROUND
3.1.24 CONCEPT RENDER

HDLA



#40 Site Images







#41 Community Engagement

Community Engagement Opportunities

Cedar Hill Park, Madison, TN



Metro Parks Board Meeting

Assistant Director of Parks Planning and Special Projects, Joseph Stovall, CPRP, presented the Cedar Hill Park improvement project at the Parks Board Meeting in May 2024. Project design boards were shown and displayed for the public during and after the meeting. The public and the Parks Board had the opportunity to speak on and ask questions and show support for this project.

VIII. NEW BUSINESS

05-24-04

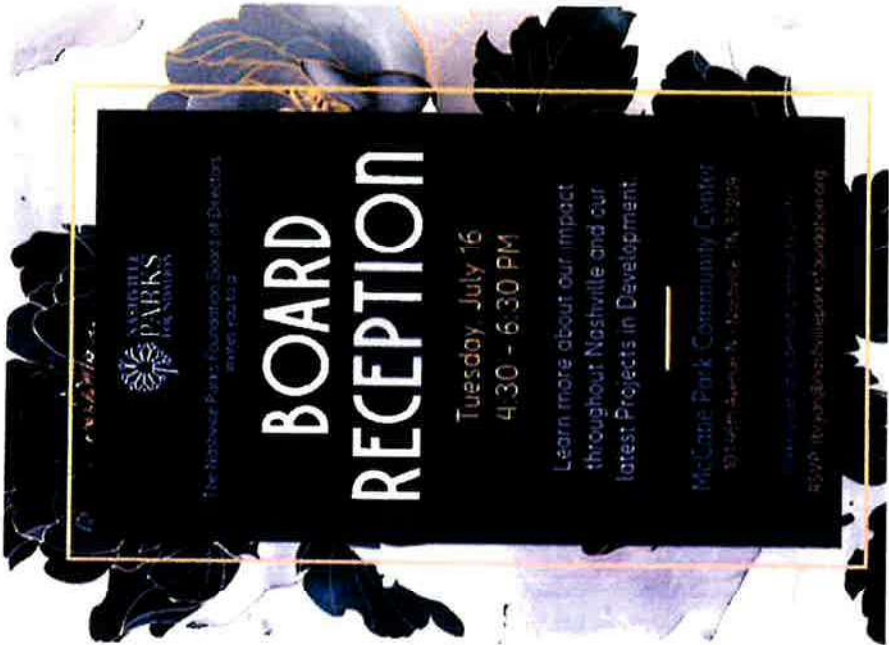
Staff requests approval for submission and ultimate acceptance of the Blue Cross Blue Shield Healthy Places grant for the development of a Miracle Field and Playground at Cedar Hill Park. The grant valued at approximately \$5,000,000 will fund improvements including the development of a "Miracle League" field, an inclusive playground, accessible restrooms, seating, gathering areas, and concessions. The grant will be in-kind to Metro Parks. No matching funds will be required from Metro. No money will be bestowed to Metro Parks. BlueCross Healthy Places build and design partners will construct and manage the project. The grant also includes a Maintenance Fund that will help offset Metro Parks resources. Council District 3



05-24-04

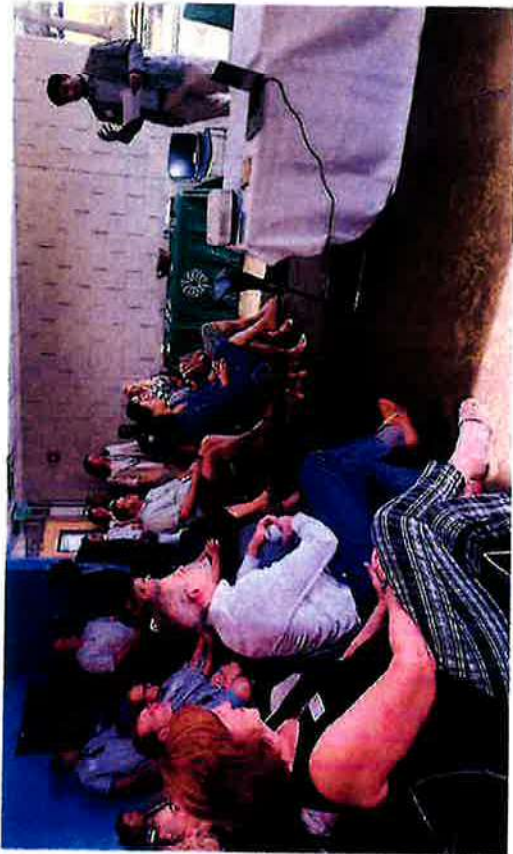
BOARD APPROVES REQUEST FOR SUBMISSION OF THE BLUE CROSS BLUE SHIELD HEALTHY PLACES GRANT APPLICATION FOR THE DEVELOPMENT OF A MIRACLE FIELD AND PLAYGROUND AT CEDAR HILL PARK.

Ms. Scott-Barnes made a motion to amend the request to read "staff request approval for submission of the Blue Cross Blue Shield Healthy Places grant for the development of a Miracle Field and Playground at Cedar Hill Park". Upon motion of Mr. Henley, seconded by Mr. DeLay and discussion, the amended request, was approved. Council District 3



Nashville Parks Foundation Board Reception

The President of the Nashville Parks Foundation presented the Cedar Hill Park Improvement Project to their Board, friends, and supporters. Miracle League Field park design boards were displayed and Metro Parks staff were in attendance and provided insight and answered questions about the project.





Cedar Hill Park Community Day

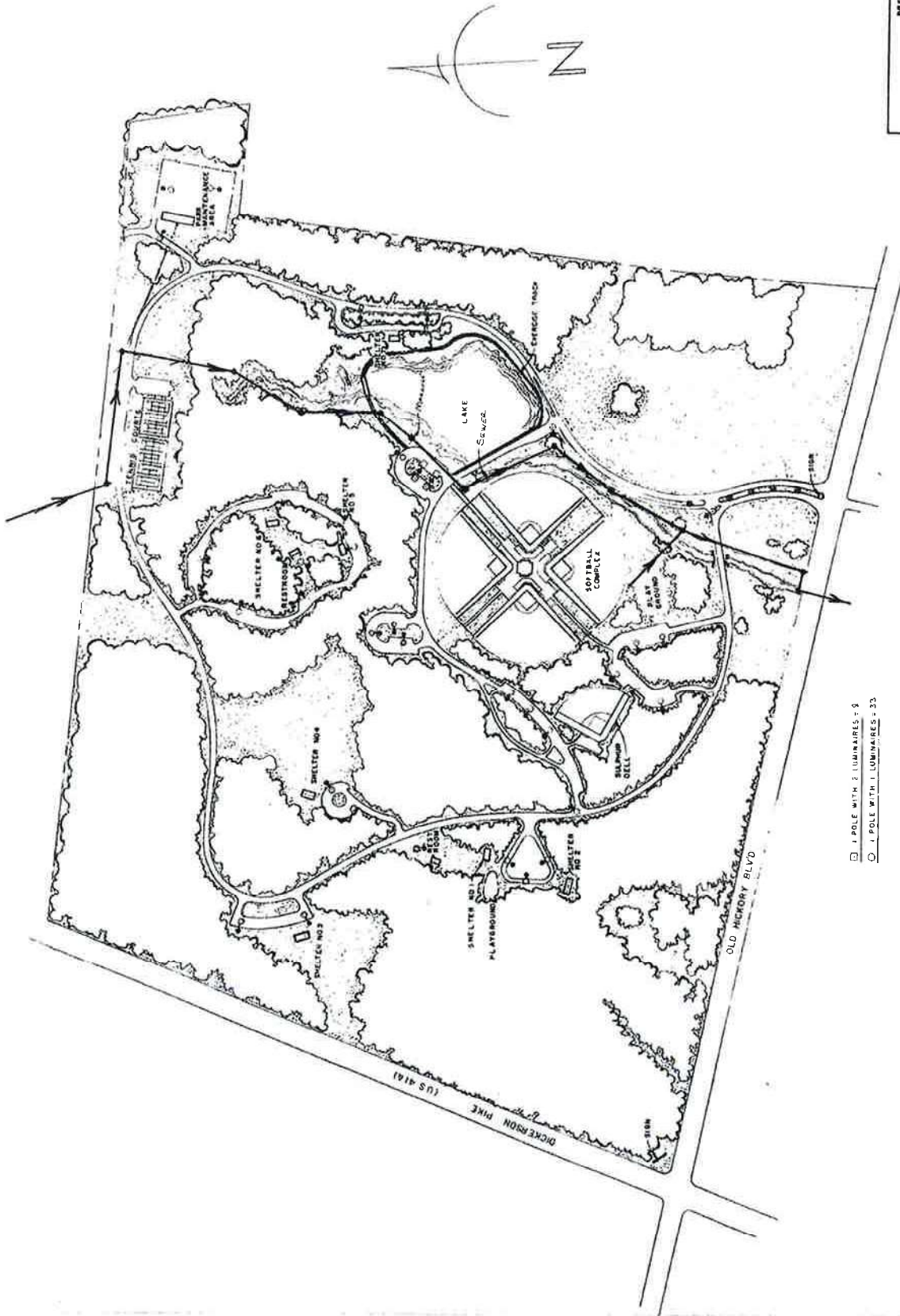
Councilwoman Jennifer Gamble came together with neighbors for the Inaugural Cedar Hill Park Community Day in May 2024. Booth participation of more than 25 community organizations offered resources, games, and food at the event. Residents were able to ask questions about Metro Parks improvement projects and other projects happening in the district.







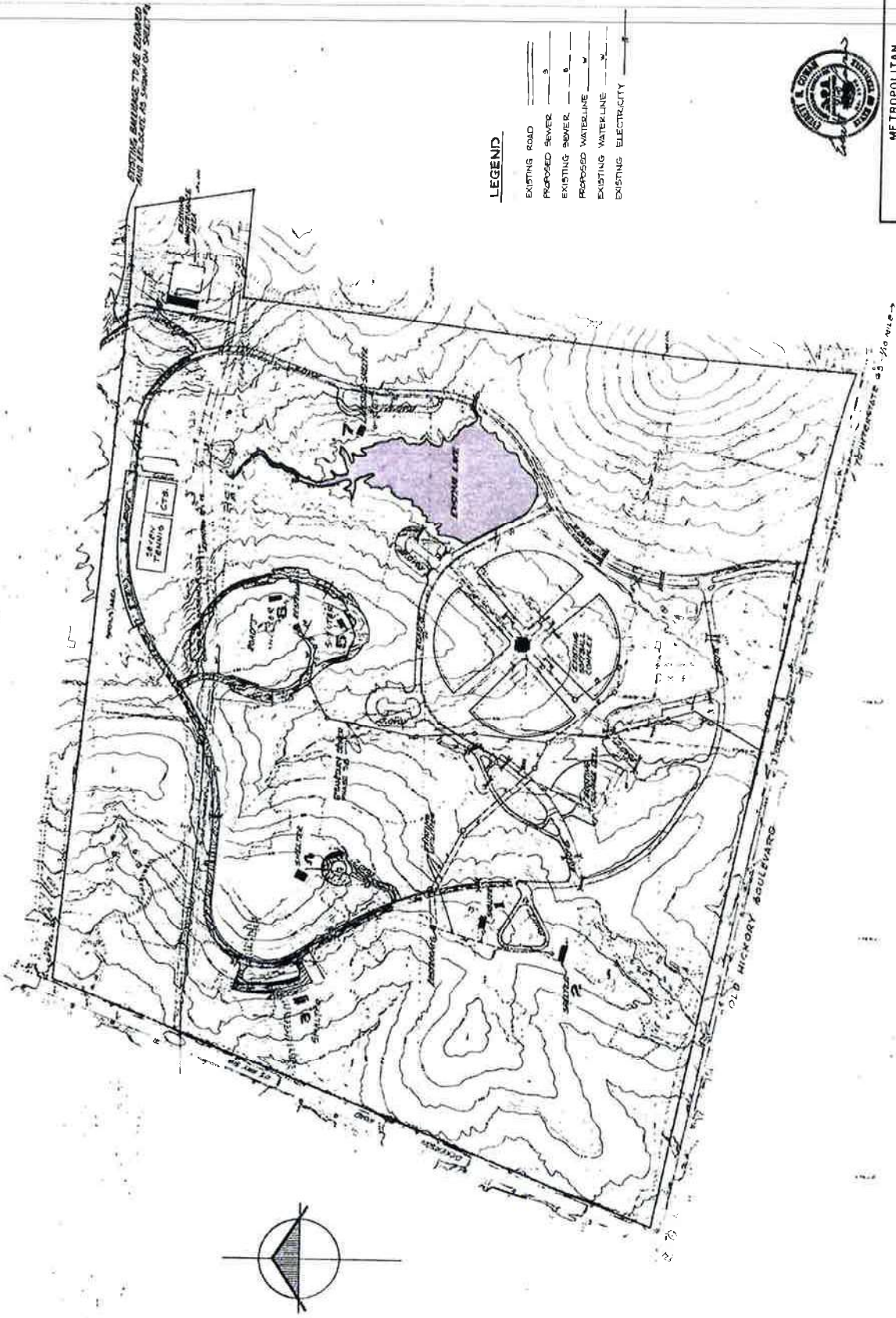
#51 + 52. LAND SURVEY / METES + BOUNDS



- 1 POLE WITH 2 LUMINAIRES - 5
- 1 POLE WITH 1 LUMINAIRE - 33

METROPOLITAN NASHVILLE AND DAVIDSON COUNTY BOARD OF PARKS AND RECREATION GENERAL PLAN	
CEDAR HILL PARK B SOFTBALL COMPLEX	
DATE	12-28-84
BY	12-28-84
REVISION	
008	

#53. SEWER



METROPOLITAN NASHVILLE AND DAVIDSON COUNTY BOARD OF PARKS AND RECREATION
CENTRAL PARK DISTRICT NASHVILLE, TENN 37203

CEDAR HILL PARK OVERALL LAYOUT

DESIGNED BY	DATE	SCALE	PROJECT NO.
Miller, Wibry & Lee	15 JULY 97	1"=200'	97-001

Miller, Wibry & Lee
Landscape Architects & Engineers
Landscape Court 2547 Belmont Avenue Nashville, Tenn 37212

APPLICATION FOR

(Write name of grant here) Cedar Hill Park ML Field 2025

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY


Department


Date



Certificate Of Completion

Envelope Id: CB1694E3-BD4B-406C-9292-FDB9C71D7023

Status: Completed

Subject: Complete with Docusign: Parks-BlueCrossHealthPlacesCedar Hill Park ML Field 2025-APP Ready.pdf

Source Envelope:

Document Pages: 42

Signatures: 4

Envelope Originator:

Certificate Pages: 16

Initials: 3

Juanita Paulson

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Nashville, TN 37219

Envelopeld Stamping: Enabled

Juanita.Paulsen@nashville.gov

Time Zone: (UTC-06:00) Central Time (US & Canada)

IP Address: 170.190.198.190

Record Tracking

Status: Original

Holder: Juanita Paulson

Location: DocuSign

7/18/2025 7:27:05 AM

Juanita.Paulsen@nashville.gov


Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected


Pool: Metropolitan Government of Nashville and Davidson County

Location: Docusign

Signer Events	Signature	Timestamp
Daniel Harden		Sent: 7/18/2025 7:36:41 AM
Daniel.Harden@nashville.gov		Viewed: 7/18/2025 8:22:01 AM
Security Level: Email, Account Authentication (None)		Signed: 7/18/2025 8:22:44 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Aaron Pratt



Sent: 7/18/2025 8:22:45 AM

Aaron.Pratt@nashville.gov

Viewed: 7/18/2025 8:27:17 AM

Security Level: Email, Account Authentication (None)


Signed: 7/18/2025 8:27:27 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:
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ID: 2014726f-b93c-4edb-a812-4f0ba21d9b42

Jenneen Reed/adm



Sent: 7/18/2025 8:27:30 AM

MaryJo.Wiggins@nashville.gov

Viewed: 7/21/2025 2:24:11 PM

Security Level: Email, Account Authentication (None)

Signed: 7/21/2025 2:26:32 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:
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Balogun Cobb



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balogun.cobb@nashville.gov

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Insurance Division Manager



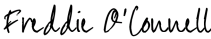
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Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Macy Amos Macy.Amos@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 7/21/2025 10:28:22 PM Viewed: 7/22/2025 9:53:33 AM Signed: 7/22/2025 9:53:47 AM
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Kristin Wilson Kristin.Wilson@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 7/22/2025 9:53:50 AM Viewed: 7/22/2025 10:02:26 AM Signed: 7/22/2025 10:02:53 AM
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Freddie O'Connell mayor@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 7/22/2025 10:02:55 AM Viewed: 7/22/2025 3:37:40 PM Signed: 7/22/2025 3:38:02 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Alan Enzo Alan.Enzo@nashville.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 7/22/2025 3:38:05 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Chinita White Chinita.White@nashville.gov Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 7/22/2025 3:38:06 PM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/22/2025 3:37:40 PM
Signing Complete	Security Checked	7/22/2025 3:38:02 PM
Completed	Security Checked	7/22/2025 3:38:06 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

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Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Karina Valdez karina.valdez@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/12/2022 8:07:55 AM ID: ec3de7a9-934b-431e-a2e7-878bc56f8182	COPIED	Sent: 9/16/2025 3:43:53 PM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/16/2025 8:34:40 AM ID: d1fe788b-0336-49b4-91fd-4f26188084a6	COPIED	Sent: 9/16/2025 3:43:53 PM
		Viewed: 9/16/2025 3:44:47 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2025 1:38:09 PM
Certified Delivered	Security Checked	9/16/2025 3:43:29 PM
Signing Complete	Security Checked	9/16/2025 3:43:50 PM
Completed	Security Checked	9/16/2025 3:43:53 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

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