

RESOLUTION NO. 31911

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CHATTANOOGA AND HOPE INCLUDED REGARDING THE INCLUSIVE PLAYGROUND PROJECT AT RIVERVIEW PARK.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the execution of a Memorandum of Understanding between the City of Chattanooga and Hope Included regarding the Inclusive Playground Project at Riverview Park.

ADOPTED: December 19, 2023

/mem

**MEMORANDUM OF UNDERSTANDING BETWEEN  
HOPE INCLUDED  
AND  
THE CITY OF CHATTANOOGA**

This Memorandum of Understanding (“MOU”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between HOPE INCLUDED, a Tennessee nonprofit corporation with an address of 905 Avon Place, Chattanooga, TN 37405 (“Hope Included”) and the CITY OF CHATTANOOGA, a Tennessee municipal corporation with its principal office located at 101 E. 11th Street, Chattanooga, Tennessee 37402 (the “City”).

**WHEREAS**, the City owns Riverview Park (“Riverview Park”) located at 1857 Riverview Road, Chattanooga, Tennessee, as depicted on **Exhibit A**, which is attached hereto and incorporated herein by reference; and

**WHEREAS**, Hope Included is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and has committed to support a project to acquire and install an inclusive playground project (the “Project”) at Riverview Park generally as depicted on **Exhibit B**, which is attached hereto and incorporated herein by reference, to be in the general location cross-hatched on **Exhibit A**; and

**WHEREAS**, the City has given Hope Included permission to use the City Seal in its marketing, solicitation, and fundraising efforts for the sole purpose of identifying Riverview Park as a City-owned park as set forth in **Exhibit C**, which is attached hereto and incorporated herein by reference; and

**WHEREAS**, in an effort to give Hope Included time to engage in their fundraising efforts, the City has agreed not to make any substantial improvements, other than routine repairs and maintenance, during the next four (4) months to the space where the pending Project will be located in Riverview Park, except as needed in furtherance of the work as specified below as City Improvements; and

**WHEREAS**, the parties agree that any further collaboration and/or engagement between the parties that takes place after the four (4) month fundraising period shall be discussed between the parties and memorialized in separate written agreements signed by both parties.

**NOW THEREFORE**, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following:

1. **Effective Date.** The Effective Date of this MOU shall be the date upon which this MOU is signed by the City’s Authorized Signatory.
2. **Term.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025. It is understood that while the term of the contract shall end on June 30, 2025, Hope Included is the recipient of a grant from the State of Tennessee, and there are

certain time parameters around such grant. As such, both parties agree that all work for the playground structure, including preparing the playground site, removal of the current playground equipment, grading of property to prepare for new playground equipment installation, drainage, and installation of new playground equipment shall be fully completed by June 30, 2024. The rest of the terms of the contract, more specifically, the terms as provided in **Paragraphs 6** through **Paragraphs 10** below shall be completed by June 30, 2025.

3. **Purpose.** This MOU serves the following four purposes: 1) This MOU allows Hope Included to set forth the general plans and specifications for the Project; 2) This MOU gives Hope Included written permission to use the City Seal, as specified in attached **Exhibit C**, in its marketing, solicitation, and fundraising efforts as it works to raise funds for the Project; 3) This MOU memorializes the City's agreement to not perform any substantial improvements or other work other than routine repairs and maintenance at the proposed location of the Project during the four (4) month fundraising period, other than work in advancement of the Project.
4. **The Project.** Samples of the all-inclusive playground equipment to be included in the Project as attached hereto as **Exhibit D** and incorporated herein by referenced. References to any operating and maintenance standards, for the Project, as prepared by Park and Play Structures, a subsidiary of PlayCore (the "Vendor"), are attached hereto as **Exhibit E** and incorporated herein by reference. The Vendor has been selected by Hope Included for the Project. The Vendor is already an approved contractor for the City.
5. **City Improvements.** Subject to approval of funding or donation of services, the City shall work with Hope Included to fully prepare the playground site, which includes, but is not limited to, removing all current playground equipment, any required grading of property to prepare for playground equipment installation, as recommended or required by the Vendor, assessing the drainage and parking to determine what improvements or adjustments are necessary and possible, improving the restroom facilities, as more fully described in **Paragraph 6** below, investigate the future installation of a walking path around the perimeter of Riverview Park, as more fully described in **Paragraph 7** below, and installing new charging stations, as more fully described in **Paragraph 8** below.
6. **Restrooms.** The restrooms shall be fully compliant with ADA industry standards. Each restroom shall also include a handicap accessible sink that is wheelchair height and at least one (1) adjustable special needs changing tables for adults and children in each restroom. The City shall also maintain, repair or replace, as needed, the changing tables in the restrooms at Riverview Park.
7. **Walking Path.** The walking path, if determined to be feasible by the City or funded by Hope Included, shall be no less than ten (10) feet wide and shall have a slope of no more than 1:20. Additionally, the path shall be fully paved with asphalt or concrete, or any other similar material that provides the same smooth accessible pathway.

8. **Charging Station.** The City agrees to install and maintain at least one (1) charging station on the premises of Riverview Park with, at minimum five (5) plugs, equipped to charge various medical equipment.
9. **Fundraising Efforts.** The City acknowledges that Hope Included will engage in fundraising efforts for the Project, including general solicitations of individuals and businesses, fundraising events, grant requests, and requests to other area governmental sources, and that Hope Included is authorized to publicize that the Project is being undertaken to enhance Riverview Park. In accordance with the terms set forth in the written statement from the City's Mayor, which is attached hereto as **Exhibit C**, the City authorizes Hope Included to utilize the City's Seal in such publications and solicitations. Additionally, the City authorizes Hope Included to utilize Riverview Park, free of charge, for any such fundraising events and general solicitations of individuals.
10. **Donor Recognition and Art Installation.** The City acknowledges that, as part of the fundraising efforts of Hope Included, Hope Included has the right to offer their donors naming recognition on any equipment on the Project site and any new structures that are built or substantially improved within the playground site as a result of this Agreement. Additionally, the City expressly allows the installation of new artwork on the exterior restroom wall as a way to recognize donors to the Project. The City expressly prohibits the installation of a brick wall or brick pathway as a medium for recognition of donors.
11. **Notice of Attaining Fundraising Target.** Hope Included has raised sufficient funds to move forward with the acquisition and installation of all of the Project in accordance with the approved plans and specifications. Hope Included shall advise the City if substantial fundraising activities will continue in order to fund additional portion of, or amenities to, the Project. Any partial installation or additional amenities shall be subject to approval by the City before installation at Riverview Park, which approval shall not to be unreasonably withheld or delayed. Prior to installation of any portion of the Project, Hope Included shall meet with the City to discuss any agreement(s) that are needed between the parties to govern the installation and future ownership of the Project.
12. **Completion and Maintenance of the Project.** When the Project is completed and installed, and all payments made by or on behalf of Hope Included to Vendor and its qualified installers, and all warranties from Vendor and its qualified installers are assigned to the City, the City will accept the donation of the Project and will maintain the Project in compliance with the maintenance standards provided by Vendor. The City shall also maintain, repair or replace, as needed, the drainage system at Riverview Park designed and installed by the City.
13. **Ownership Rights.** When installed, the Project shall be open to the public and nothing contained in this MOU shall be construed or intended to give Hope Included any ownership rights or other interest in Riverview Park. Upon installation of the Project at Riverview Park, the City shall continue to solely own, control, and maintain Riverview Park.

14. **Insurance Requirements.** Prior to any work within Riverview Park on the Project by Hope Included, the Vendor or its qualified installers, or any volunteers:

a. Hope Included shall provide the City a copy of each contract with the Vendor and its qualified installation contractors for review and approval to confirm that such include the City as a third-party beneficiary and include insurance requirements and indemnity provisions substantially similar to those in past agreements between Vendor and the City for other playgrounds; and

b. Hope Included shall require all volunteers working on the Project to execute the City's "Waiver and Release of Liability Standard Form", in substantially the form of **Exhibit F** attached hereto and incorporated herein by reference, and Hope Included shall provide evidence of general liability insurance, naming the City as an additional insured and covering the activities of Hope Included volunteers providing any assistance on the Project within Riverview Park.

15. **Indemnity.** Subject to the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 et seq. ("TGTLA"), the City shall defend, and if found liable, be responsible for paying damages, subject to the limits of liability pursuant to the TGTLA, arising from third party claims, suits, liabilities and judgments for personal injuries or damage to property or financial loss, caused by the negligent acts or omissions of its employees arising out of this Agreement, excepting to the extent any such injury, damage or loss is caused, in whole or part, by the negligence or fault of Hope Included.

16. **Notice.** Any notices, documents, correspondence or other communications concerning this MOU shall be addressed to the contact person for each party as set forth below:

If to Hope Included:

Hope Included  
Attn: Nicolle McCoy  
905 Avon Place  
Chattanooga, TN 37405

If to City:

Chattanooga Parks & Outdoors  
Attn: Scott Martin  
200 River Street  
Chattanooga, TN 37405

With a copy to:

Shelton Swafford Chambers  
Chambliss, Bahner and Stophel  
605 Chestnut St, Suite 1700  
Chattanooga, TN 37450  
Tel: (423) 757-0256  
Email: SChambers@chamblisslaw.com

With a copy to

Office of the City Attorney  
Andrew Trundle  
100 E. 11th Street, Suite 200  
Chattanooga, TN 37402  
Tel: (423) 643-8250  
Email: Atrundle@chattanooga.gov

17. **Termination.** Either party hereto shall be entitled to terminate this MOU if the other party hereto materially defaults in its obligations hereunder and does not cure such

default within thirty (30) days after written notice thereof, or if such default cannot be cured within thirty (30) days, such party initiates cure of such default within thirty (30) days and continues to pursue such cure to completion.

18. **Governing Law.** This MOU shall be governed by the laws of the State of Tennessee and the City Code of the City of Chattanooga.
19. **Waiver.** A waiver by either party of any terms or conditions of this MOU shall be in writing. Either party's failure to insist on enforcement of any of the terms or conditions of this MOU or to exercise any right hereunder, or either party's waiver of any terms or conditions does not waive any other terms, conditions, or rights, whether of the same or similar type.
20. **Severability.** The invalidity, illegality, or unenforceability of any provision of this MOU, or the occurrence of any event rendering any portion or provision of this MOU void, shall in no way affect the validity or enforceability of any other portion or provision of this MOU. Any void provision shall be deemed severed from this MOU, and the balance of this MOU shall be construed and enforced as if this MOU did not contain the particular portion or provision held to be void. The parties further agree to amend this MOU to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire MOU from being void should a provision which is of the essence of this MOU be determined void.
21. **Assignment.** Neither City nor Hope Included shall assign any rights or duties under this MOU without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligations under this MOU.
22. **Third Party Rights.** Nothing in this MOU shall be construed to give any rights or benefits to anyone other than City and Hope Included.
23. **Entire Agreement.** This MOU, including the Exhibits attached hereto, represents the entire and integrated agreement between the parties hereto. All prior and contemporaneous communications, representations, and agreements by the parties, whether oral or written, relating to the subject matter of this MOU are hereby incorporated into and shall become a part of this MOU.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by and through their respective authorized signatories.

CITY OF CHATTANOOGA, TENNESSEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

HOPE INCLUDED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

Depiction of Riverview Park

[Attached]



# Chattanooga



Legend  
□ Parcels

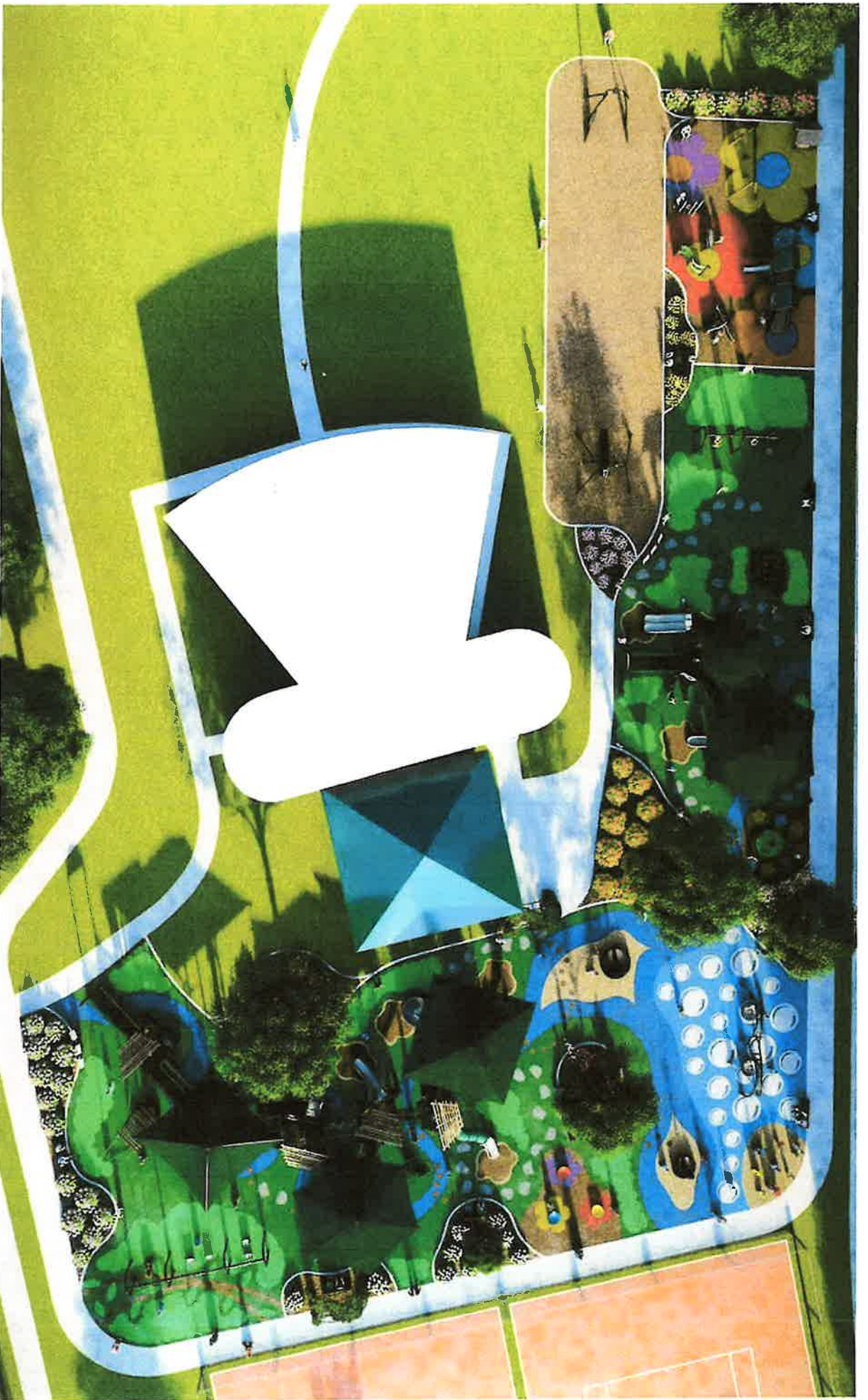
0 100,000 200,000 Feet  
NAD\_1983\_StatePlane\_Tennessee\_FIPS\_4100\_Feet  
© Latitude Geographics Group Ltd.

Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. This map was automatically generated using HCGIS Mapping System. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.

**EXHIBIT B**

General Layout for the Project

[Attached]



**INTERVIEW PARK - "HOPE INCLUDED"**

**HATTANOOGA, TENNESSEE**

0-135695A

**play & park  
structures**  
A PLAYSCAPE COMPANY

544 CHESTNUT ST.  
CHATTANOOGA, TN 37402  
**800.727.1907**  
[PLAYANDPARK.COM](http://PLAYANDPARK.COM)

GREEN

**EXHIBIT C**

Letter from City's Mayor

[Attached]



**Mayor Tim Kelly**

September 20, 2023

Hope Included  
Attention: Nicolle McCoy  
905 Avon Place  
Chattanooga, TN 37405

Dear Mrs. McCoy:

The City of Chattanooga hereby grants permission for Hope Included Board and Committee to use the City of Chattanooga (City) Seal in their marketing and fundraising publications and solicitations that reference the inclusive playground project proposed at Riverview Park. Use of the City's Seal by the Hope Included Board and Committee shall be limited to identifying Riverview Park as a City owned park and shall not use the seal to imply nor indicate in any manner that the City is engaged in any type of fundraising efforts.

Marketing and fundraising activities may commence on the signing of this document and end June 30, 2024. To memorialize the collaboration between the City of Chattanooga and Hope Included, both parties have entered into a Memorandum of Understanding (MOU) dated \_\_\_\_\_ to set forth the terms and conditions of the partnership.

This letter is attached to the MOU and represented as Exhibit C. In the event of termination of the MOU by either party, Hope Included will cease to use the City's Seal as of the effective

termination date. Questions concerning this letter or the related proposed activity should be directed to the City of Chattanooga Mayor's Office and or Scott Martin, Administrator of the Department of Parks & Outdoors, 200 River Street, Chattanooga, TN 37405, 423-643-6881 or [sdmartin@chattanooga.gov](mailto:sdmartin@chattanooga.gov).

Sincerely,

Mayor Tim Kelly  
City of Chattanooga

**EXHIBIT D**

Samples of Equipment for the Project

[Attached]

### Largest in size and capacity

SuperMax structures provide the largest deck, so kids of all abilities can play together. It also boasts the largest product offering of the Play & Park product lines.

Designed to be age appropriate for children ages 2-5 or 5-12.



### Design Specifications

- Upright Posts:** 5" diameter  
11 gauge aluminum or galvanized steel
- Decks:** 48" punched, 12 gauge steel  
8" to 8' high (in 8" increments)
- ADA Accessible:** With ramps, transfer stations and universally accessible activities and play components



### The Play & Park Difference

- ❖ Largest collection of components with a broad range of challenges
- ❖ One of the strongest decks, posts, and components in the industry to support even the busiest playground's large capacity
- ❖ Customization of configuration and color options
- ❖ Playscape can be linked to our standards-based curriculum and programs





## SuperMax Specifications

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### General System Specifications:

SuperMax features 5" O.D. uprights with a high-strength aluminum alloy clamp fastening system finished with a polyester powder-coat. All uprights shall receive factory installed aluminum post caps and will ship with labels for manufacturer identification.

All decks and components shall connect using the aluminum alloy clamping system. All climbing attachments shall include a 15" wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

Manufacturer shall offer the following warranties on the materials and components of its system:

- Lifetime limited warranty on support posts (uprights)
- 15-Year limited warranty on punched steel decks, pipes, rails, loops and rungs
- 15-Year limited warranty on rotationally molded polyethylene components
- Lifetime limited warranty on all hardware

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

### General Specifications of Materials

#### Rotationally Molded Plastics

All Rotationally Molded Products are manufactured from linear low-density polyethylene UV-stabilized color and an anti-static compound additive. The tensile strength of this material is to be 2500 PSI as defined by ASTM D638. The typical wall thickness will be .250" (1/4"). All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD). All solid plastic panels are manufactured from high-density polyethylene. All solid plastic panels shall meet or exceed the following specifications: Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790).

#### Polyester Powder-Coating Process

Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a six stage bath system with an iron phosphate wash, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 100% at 400 degrees Fahrenheit.

## Hardware

All nuts, bolts, and washers, with exceptions noted, shall be 3/8" diameter 18-8 stainless steel in varying lengths, with a vandal-resistant hex-pinned head configuration and factory-applied locking patch. When allowed a 72-hour cure time, the locking patch will prevent the bolt from loosening without at least 4 times the installation torque. Play & Park Structures will supply the special tool required to turn vandal-resistant hardware with each shipment. 1/2" diameter Ramp and Arch Bridge connecting hardware shall be Grade 5 zinc-plated, and 3/8" Clatter Bridge security bolts shall be Grade 8 hardened and zinc-plated.

## Plastisol Coating

All metal deck platforms, steps, bridge planks, ramps, kickplates, and chains are plastisol-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated and immersed in liquid poly-vinyl-chloride (plastisol). The PVC coating shall have a typical thickness of .080" to .120", and a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. Standard color is brown, with optional colors available. The following characteristics apply:

Tensile Strength - 2,800 psi

Elongation - 290 %

Tear Strength - 420 lbs/in

## Uprights, Aluminum

The posts shall be 5" outside diameter tubing with an 1/8" minimum wall thickness. The material shall be extruded from 6005-T5 seamless aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

## Uprights, Steel

The posts shall be 5" outside diameter, 11 gauge (.120") galvanized round tubing, manufactured to ASTM A-500 Grade B tolerances from cold-formed steel conforming to ASTM A-569 Sheet Spec for steel coil. Minimum yield strength shall be 50,000 psi and minimum tensile strength shall be 55,000 psi. The exterior surface is hot dip galvanized, chromate conversion coated, and a clear high performance organic polymer is applied. The inside diameter has 81% minimum zinc rich primer capable of providing excellent rust protection and fabrication characteristics. All coatings are applied inside and out after welding for superior corrosion protection throughout. Exterior surface galvanizing zinc purity is 99% as per ASTM B-6 high grade and special high grade. Galvanizing coverage shall demonstrate the ability to exceed 1000 hours salt spray corrosion exposure in accordance with ASTM B-117. Internal surface zinc rich 81% minimum zinc dust content in organic resin, as per ASTM F-1234, Section 5.2.4, Type D. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

## SuperMax Clamp

Clamp Ring and Adapters are die cast from an A380 high-strength aluminum alloy with a baked-on polyester powder-coat finish.

## HDPE Components

### HDPE Panels

Panels shall be precision cut from a single solid sheet of .750" thick UV-stabilized extruded high-density polyethylene with colors molded in. The material will have a density of 60 lbs/ft<sup>3</sup> and a tensile strength of 4400 PSI (30 Mpa) as determined per procedure C of ASTM D1928. All edges shall have radiuses and all corners rounded for safe play.

**EXHIBIT E**

**References for Operating and Maintenance Standards**

[Attached]

# Playground

## Inspection & Maintenance Guide



# Table of Contents

**1** Why is Inspection and Maintenance Important?

---

**2** Management and Staffing Priorities

---

**3** Maintenance Inspection—Frequency and Process

---

**Low Frequency Inspection Guide** 4

**High Frequency Inspection Guide** 27

**Performing Required Maintenance**

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**4** Resources

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# Why is Inspection and Maintenance Important?

Well-maintained playground equipment can help children to develop cognitively, physically, communicatively, socially, and emotionally in a safer environment. Along with helping to promote children's development, a quality inspection and maintenance program has many positive outcomes.

## Protect your investment

Play equipment, protective surfacing, planning, and site development of a playground are significant investments. It simply makes good economic sense to maintain the equipment to extend its life and protect your school or agency's investment.

## Manage risk

Proper, routine, and timely maintenance is a way of managing risks in the community's play areas, helping to protect them from costly accidents, and demonstrating the community's standard of care.

## Improve children's play experiences

When playground equipment is broken or otherwise unusable, children miss opportunities for play. That moment of connection with others and fun-filled learning might be lost. The better maintained the equipment, the better the chance that a child's life is improved. Your work could make the difference!

## Promote community values

Maintained and groomed play environments are a source of pride for the community. Taking good care of the playground equipment and maintaining a beautiful environment is an expression of your community's values.

## Control expenses

Timely, preventive routine maintenance procedures help control expenses by reducing upkeep and replacement costs, enabling more accurate budgeting.

## Learning Outcomes:

- Define the importance of maintenance as a key to maximizing playground value and managing risk.
- Generate high and low frequency inspection protocols and procedures for a sustainable maintenance program.
- Identify potentially hazardous conditions in the play environment and define proper maintenance practices for playground equipment and surfacing.
- Summarize a variety of tools and generate a maintenance program unique to your school or agency.

By identifying and eliminating hazardous conditions, you can play an important role in preserving the play environment, promoting the value of play, and protecting children.



## Did You Know?

It has been estimated that at least **33%** of playground accidents could be avoided with a planned maintenance program. (National Recreation and Park Association's CPSI Course).

# Maintenance Inspection - Frequency and Process

Because play equipment and surfacing are subject to changes from use, abuse, and climate, they must be inspected on a regular basis. The frequency of inspection will be determined by many factors including equipment age, use, and materials, and external factors like the age of the users, climate, and vandalism. Regardless of site-specific attributes of the playground, two types of inspections should be performed on all playgrounds: low frequency and high frequency.

## Low Frequency Inspections

Often performed quarterly or semi-annually, low frequency inspections are in-depth investigations of the equipment and surfacing looking for wear and tear. This inspection requires a staff member with mechanical knowledge and extensive knowledge about play equipment and surfacing standards. During or immediately after the inspection, staff should do preventive maintenance and repairs and/or remove damaged equipment to remedy problems discovered in the inspection. An example of this type of maintenance would be replacing heavily worn chains that were noted during the inspection. See pages 25-26 for a sample inspection form and corresponding codes to use on the form.

## High Frequency Inspections

Often performed daily or weekly, high frequency inspections look at frequently changing conditions caused by use, weather, and/or vandalism. During a high frequency inspection, staff checks and corrects playground conditions such as loose-fill surfacing depths, sanitation issues, and the presence of trash and debris. If any hazards are discovered, staff should follow school or agency procedures such as completing documentation, taking the area out of use, and/or correcting the problem. See page 29-30 for a sample inspection form and corresponding codes to use on the form.

## Playground Inspection Process

When new play equipment is installed and at the introduction of a new playground safety and maintenance program, it is good practice to have an audit of the equipment performed by a Certified Playground Safety Inspector (CPSI). The audit will note conditions that are not compliant with current industry standards and will form the basis for a systematic program of removal, repair, and/or retrofit.

## Inspection Forms

Reports detailing inspections, maintenance, and repairs need to be completed for all types of inspections and maintenance. File these reports in an accessible location because they may be invaluable for ongoing maintenance, budgeting, staffing, designing new play areas, future play equipment selection, and other purposes.

Sample low and high frequency forms are included as part of this program guide. They can be reproduced and tailored to meet the site and policy specific needs of your school or agency. Because of the variance of each play area, these forms should not be considered as comprehensive lists of playground hazards or maintenance requirements.

For a list of Certified Playground Safety Inspectors in your area or for information about becoming a CPSI, contact the National Recreation and Park Association at (800) 626-6772 or online at [www.nrpa.org/cpsi](http://www.nrpa.org/cpsi).

## LOW FREQUENCY INSPECTION GUIDE

### Important Headings for Document

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- The name, location, or proper means of identifying the playground.
- The name and position of the person conducting the inspection.
- The date of the inspection.
- When multiple pages are necessary, number the additional pages and indicate the total number of pages.
- Inventory each piece of the equipment by writing its name in the “Equipment List” columns (one piece of equipment per column). Should more columns be necessary, add additional pages. Be as descriptive as possible for each piece of equipment, using characteristics such as height, color, location, number of swing seats, etc.



#### Low Frequency Inspection Form Elements:

- General Safety Considerations
- Finishes & Materials Conditions
- Fasteners
- Structural Members
- Gripping & Stepping Components
- Slides
- Swings & Moving Components
- Other
- Protective Surfacing



*The sample inspection form provided on page 25 is designed as a low frequency report for an existing playground. It is not intended as an instrument for a playground audit. It is understood when using this inspection report that the play equipment, play surfaces, use zones, and accessibility were compliant at the time the play area was designed and installed. Should there be any questions regarding the above compliance matters, a full scale audit needs to be conducted by a Certified Playground Safety Inspector (CPSI), prior to using an inspection form.*



## Low Frequency Inspection (Quarterly/Semiannually)

Playground	Inspector	Date	Equipment List				
Page _____ of _____ (Hands On- Physical Check Inspector)							
<b>GENERAL SAFETY</b>							
1. Warning labels and age signage present and legible							
2. Equipment free of crush and shear hazards							
3. Equipment free of entanglement hazards, protrusions							
4. Equipment free of sharp points, edges							
5. Bolts ends less than two threads, rounded, smooth							
6. No change in openings causing head entrapment							
7. No insect, bird or animal infestation							
<b>FINISHES &amp; MATERIAL CONDITIONS</b>							
1. Metal surfaces are free of rust and loose paint chips							
2. Surfaces are clean, free of graffiti and vandalism							
3. Wood is free of rot, splinters, warping, checking							
4. Free of bent, broken, missing parts, excessive wear							
5. Plastics components are free of cracks							
6. Welds are intact and crack free							
7. PVC coatings are not peeling and in good condition							
<b>FASTENERS</b>							
1. Hardware is present, tight and fully engaged							
2. Pipe caps are present on ends of tubing							
3. Fittings/bearings are functional, greased, squeak free							
4. Turnbuckles are engaged and properly adjusted							
5. Cables/ropes are anchored and not unraveled							
<b>STRUCTURAL MEMBERS</b>							
1. Footings/anchoring devices are secure and stable							
2. Structural members are sound and securely fastened							
3. Springs/rocking components in good repair							
<b>GRIPPING &amp; STEPPING COMPONENTS</b>							
1. Hand gripping components secure and do not rotate							
2. Stepping surfaces are level, stable and clean							
3. Foot holds/rungs are tight and free of excessive wear							
<b>SLIDES</b>							
1. Slide bedway and rails are smooth and clear of debris							
2. Bedway at platform is free of entanglement hazard							
<b>SWINGS &amp; MOVING COMPONENTS</b>							
1. Chains are not twisted and are free of excessive wear							
2. S - hooks are not worn and closed to within 0.04 inch							
3. Swing hangers & bushings are free of excessive wear							
4. Swing seats are smooth & in good condition							
5. Tire seats are lightweight, smooth & in good condition							
6. Tire swing assemblies greased and in good condition							
7. All moving components are in good condition, secure, & lubricated							
<b>OTHER</b>							
<b>PROTECTIVE SURFACING</b>				Comment on back			
1. Loose-fill surfacing is level and at proper depth							
2. Use zones are clear of obstacles and debris							
3. Surface drainage is functional with no standing water							
4. Wear mats are properly secured in place, level							
5. Unitary surfaces are intact, free of depressions & ruts							
6. Surfaces intended to be accessible are essentially level (1:48 cross slope, 1:16 running slope)							
7. Accessible surfaces are free of abrupt changes of elevation greater than ½ inch and do not have cracks or gaps greater than ½ inch horizontal.							
8. Transfer platforms have a height above the surfacing between 11 and 18 inches.							
<b>Codes</b>	N/A (Not Applicable)	√ (Okay)	M=Maintenance	R=Repair Required	O=Outstanding Issue	P=Parts Needed	X=Corrected

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

*Note: This is a quarterly/semi-annual report and designed as a sample inspection report. Manufacturer's maintenance instructions for inspection schedules and replacement parts are to be referred to prior to any repairs. Maintenance schedules should be developed based upon actual or anticipated playground use" (CPSC). Retain all inspection reports to assist in developing comprehensive maintenance programs, inspection schedules, and for future budgeting and planning.*

## Codes

The following codes can be used to indicate the present condition of the equipment so that corrective action can be planned, tracked, and documented.

Code	Explanation
N/A (Not Applicable)	A "N/A" indicates that the component or information is non-existent or not provided, either because it does not apply to a particular component or because the answer is not available.
√ (Okay)	A check mark indicates that the component has been checked and that the conditions are satisfactory.
M (Maintenance)	An "M" indicates that the condition was corrected during the inspection. Examples would be tightening hardware or removing debris.
R (Repair)	An "R" indicates that repairs cannot be readily completed while the inspector is on site and follow up repairs will be necessary by a skilled staff member or outside vendor. If the condition could present a hazard to users, the equipment should be taken out of service until the situation can be corrected. When the repairs have been made, indicate so by marking an "X" for completed maintenance.
O (Outstanding)	<p>An "O" indicates that a serious hazard may be present requiring additional action or that the inspector wants or needs a second opinion. If the condition could present a hazard to users, the equipment should be taken out of service until the situation can be corrected. When the repairs have been made, indicate so by marking an "X" for completed maintenance.</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>• The inspector may not have the authority to order the removal of a piece of equipment.</li> <li>• The inspector may be unsure of the existence of a protrusion or entanglement hazard and needs to consult with a CPSI.</li> <li>• The structural integrity of a piece of playground equipment is in question and a structural engineer must be consulted.</li> </ul>
P (Parts)	A "P" indicates that replacement parts are required and need to be ordered and installed. If the condition could present a hazard to users, the equipment should be taken out of service until the situation can be corrected. When the repairs have been made, indicate so by marking an "X" for completed maintenance.
X (Corrected)	An "X" indicates that all necessary work and actions have been taken to repair, replace, or remove an unacceptable condition. Make certain that the date of correction is written beside the "X."

Comments:

## HIGH FREQUENCY INSPECTION GUIDE

This inspection form guide details daily/weekly maintenance tasks that should be done within the play environment. Each section of the form is described in detail below. Refer to the previous section for additional inspection task details and information about playground surfacing.

### Important Headings to Document

- The name, location, or proper means of identifying the playground
- The name and position of the person conducting the inspection
- The date and day of the week of the inspection

#### General Areas

- The play area should be cleaned of trash, broken glass, storm remnants (like tree limbs), and other items that may be hazardous. Trash cans should be emptied when necessary.
- Entry and perimeter walkways should be free from ice and trip hazards such as scattered gravel or sand.
- The general area should be checked for vandalism and changes made to the environment by its users. Examples include objects like site furnishings moved into the use zones and ropes or other items tied to the equipment.
- Visually check to see if the area is free from standing water and that drains are clear and working.
- Visually inspect above the play area for dead trees and branches. After a storm, look for broken limbs and damaged trees and electrical wires that may fall into the play area.




Clean up playground litter.

Be aware of dangers created by weather conditions and vandalism.




#### Protective Surfaces

- Clean away foreign materials, like rocks, that could affect the impact attenuation (cushioning) ability of the surface or be a hazard.
  - Loose-fill surfacing materials require regular/daily raking and leveling, particularly under and around swings and slide exits. The use of wear mats will minimize the need for raking under these components.
  - Raking can keep loose-fill materials level and prevent compaction.
-  *Mark upright support posts and borders/curbs to indicate the proper surfacing depth.*
- Unitary surfaces can deteriorate, crack, and separate. Check for any severe wearing and conditions that could create trip hazards.
  - If there are exposed concrete footings, level and/or top off the surfacing or close the area for use.
  - Loose borders/curbs can present a trip hazard and should be corrected.
  - Standing water can breed mold, mildew, and bacteria; speed up the deterioration of organic loose-fill materials; affect the impact attenuation of loose-fill materials; and freeze, reducing the protective characteristics of the surfacing.

## Playground Equipment

- Check on and around the equipment for damage resulting from vandalism or normal use. Damaged, missing, and loose parts require immediate repair or replacement.
- Stability may be compromised by loose concrete footings, which can develop under moving equipment (swings, spring riders, whirls) or when the ground has become saturated. Bent or unstable equipment must be addressed immediately.
- Foreign objects such as toys, ropes, dog leashes, and sticks should be removed from the playground equipment. Ropes tied onto equipment need to be cut off immediately because they can become strangulation hazards.
- Because moving parts are subject to heavy use, the integrity of the component, all its parts, and the anchor or attachment point should be checked frequently and should be greased or lubricated during inspection.
- Glass, drug paraphernalia, and other dangerous materials should be removed.

 *Check inside tunnels and tube slides as well as between the sections of slides to make certain there are no hidden dangerous materials.*



## Other

In this section of the inspection form, add any other condition not already listed that should be noted.

## Codes

See the reverse side of each inspection form for an explanation of the codes to use when completing the inspection.

## Inspection Comments

Specifically detail any items requiring action by personnel and note the date of repair. Utilize the back of the inspection report for further descriptions and/or drawings.

## Review

This report is to be reviewed, approved, dated, and retained by the owner or their representative, demonstrating his or her awareness of the conditions noted in the report.



## High Frequency Inspection (Quarterly/Semiannually)

Playground	Inspector	Week of
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Walk-through Visual Check & Routine and Cleaning Tasks	Mon	Tue	Wed	Thur	Fri	Sat	Sun
<b>GENERAL AREA</b>							
Area is free from all trash, broken glass, weeds, and storm remnants							
All walkways are free from ice and trip hazards							
No hazards have been created by vandalism or user modification							
Drains are working properly							
There are no overhead hazards that could fall on users							
<b>PROTECTIVE SURFACES</b>							
Surfaces are free from all debris and foreign material							
Loose-fill surfaces are level, particularly under swings & slide exits							
Loose-fill surfaces are raked to proper depths and properly compacted							
All unitary surfaces are intact and free from trip hazards							
There are no exposed footings or loose borders/curbs							
Surface drainage is functional with no standing water							
Protective surfaces are not frozen							
<b>PLAYGROUND EQUIPMENT</b>							
There are no damaged, loose, vandalized, or missing parts							
Equipment is not bent and is stable							
There are no user modifications, like ropes tied to parts							
All moving parts, like swing seats and chains, are in good repair							
<b>OTHER</b>							

<b>Codes</b>	N/A (Not Applicable)	√ (Okay)	M=Maintenance	R=Repair Required	O=Outstanding Issue	P=Parts Needed	X=Corrected
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Inspection Comments	Details (use back of form for additional comments) <input type="checkbox"/> See Attached	Repair Date
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** This is a high frequency report and designed as a visual assessment of the play area, play equipment, and play surfacing. Frequently used playgrounds may require a more detailed report by a staff member experienced in repair and playground inspection. Always consult manufacturer's maintenance instructions for inspection schedules and replacement parts. "Maintenance schedules should be developed based upon actual or anticipated playground use" (CPSC). Retain all inspection reports to assist in developing comprehensive maintenance programs, inspection schedules, and for future budgeting and planning.

## Codes

The following codes can be used to indicate the present condition of the equipment so that corrective action can be planned, tracked, and documented.

Code	Explanation
N/A (Not Applicable)	A "N/A" indicates that the component or information is non-existent or not provided, either because it does not apply to a particular component or because the answer is not available.
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P (Parts)	A "P" indicates that replacement parts are required and need to be ordered and installed. If the condition could present a hazard to users, the equipment should be taken out of service until the situation can be corrected. When the repairs have been made, indicate so by marking an "X" for completed maintenance.
X (Corrected)	An "X" indicates that all necessary work and actions have been taken to repair, replace, or remove an unacceptable condition. Make certain that the date of correction is written beside the "X."

Comments:

# Performing Required Maintenance

Construction fencing may be used temporarily to close the play area for repairs. Caution tape should only be used for a very short time and while maintenance staff is onsite.



Due to the wide variety of playground equipment, and materials used to construct the equipment, there are many types of repairs that may need to be done to keep playground equipment and surfacing compliant and functional. You may choose to handle some of the more common repairs, like tightening or replacing hardware, repainting structures, or topping off loose fill surfacing to compliant depths. Other repairs, including part replacement, entrapments, or repairing unitary surfaces require specialized knowledge and experience and are best left to a professional crew to ensure your playground meets all applicable standards before being put back into service.

To understand the best way to handle a repair, start with the company you purchased the playground from. Many have local representatives that can even come to your site and evaluate the best way to handle a repair. If you don't remember the name of the company or the local sales representative/agency, check your paperwork for this information, or look on the equipment for a sticker that should list the name of the manufacturer, and often their phone number. The sticker is usually located on an

upright (the vertical poles that attach the structure to the ground.) The manufacturer name might also be found molded into plastic parts, or stamped onto post caps or collars. The manufacturer will be able to send the correct part, as well as refer you to a professional if the repair requires a trained specialist.

There will be times when it is necessary to take a piece of equipment or a component out of service either temporarily while a repair is being made or longer term when replacement parts are on order. It is important that care is taken to protect the site while keeping children from coming into contact with the hazard that has been identified. How this is done can impact the safety of the playground.

When making a repair such as replacing an "S" hook or swing seat or performing routine maintenance where the person making the repair is on site, it is acceptable to rope off the area using caution tape or plastic construction fencing. A sign stating that the equipment is temporarily closed for repair should be placed next to the equipment or on the plastic fencing. Caution tape is only acceptable for a very short time while the maintenance staff is performing the repair. Plastic construction fencing in conjunction with a sign



## Performing Required Maintenance

may be used for longer periods of time but should still be considered to be a temporary solution.

Keeping an inventory of items that are commonly replaced such as “S” Hooks, swing chains, swing hangers and swing seats allow maintenance to be performed without having to take the equipment out of service for any length of time.

When it will take days or weeks to make the repair a more permanent solution should be considered. If a component or section of equipment is damaged it may be necessary to keep children from using that piece of equipment while a replacement part is being ordered. If the equipment is freestanding, meaning it is not part of a composite unit, consider installing portable fencing around the entire piece of equipment with a sign that states that this equipment is closed for repair.

If the play component is part of a composite structure and children could still play on the rest of the equipment without being in danger, the damaged component could be taken out of service instead of the entire composite structure. When doing this it is important to avoid creating a greater hazard. Consider removing the damaged component and blocking off the entrance to the component from the platform it attaches to.

A piece of plywood wide enough to block off the entire opening and at least 38 inches high could be attached to the structure. The plywood should be attached to the structure so that children are not able to remove it and in such a manner that sharp edges, protrusions, entrapment and entanglement hazards are not created. Many agencies order extra protective barriers from their playground equipment suppliers so that when a component is damaged they can remove the component and put a protective barrier in the opening until a replacement component can be ordered and installed.

Often, depending on the design of the damaged component, there are metal pipes that are used to support the play components that are embedded into the ground. It may not be desirable to remove these support pipes, especially if they will be reused when the replacement part is received. Care should be taken to properly protect children from any hazards that might be associated with the remaining product.

Never leave what was intended to be a temporary solution in place for an extended period of time. If there is no money for replacement parts, a more permanent solution should be considered or the product should be removed completely.



*If removing a damaged component but keeping structure open, block the entrance to the component to help avoid harm.*



*Proper and timely playground maintenance helps ensure children are playing on a compliant structure.*

# Resources

## Glossary

**CPSI** - Certified Playground Safety Inspector is a person who is certified by the National Recreation and Park Association to perform playground safety inspections.

**Crush and shear points** - These junctures can cause laceration, abrasion, amputation or fracture during use. They are defined as any point that can entrap a 5/8 inch diameter rod when one portion of the moving component closes down upon another component.

**Entanglement** - This condition occurs when a person's clothing or items worn around the person's neck become caught or entwined on play equipment. Entanglement can result in strangulation, loss of a body part, or emotional injury.

**Entrapment, head** - Any condition which impedes withdrawal of the head when the body has penetrated an opening. Head entrapment can result in strangulation.

**Guardrail** - The device around a platform or elevated surface that helps protect a child from an inadvertent fall.

**Impact attenuating surfacing**- Material(s) to be used within the use zone of any playground equipment. Protective surfacing shall meet the minimum impact attenuation requirements of ASTM specification F1292.

**Partially bounded opening** - Any opening in a piece of play equipment that is not totally enclosed by boundaries on all sides so that the perimeter of the opening is discontinuous.

**Projection** - A component which, due to its physical nature, must be tested to determine whether or not the projection would be considered to be a protrusion or entanglement hazard. Such a component would fit inside one of the three projection gauges.

**Protective barrier** - An enclosing device around an elevated surface that prevents both inadvertent and deliberate attempts to pass through the device.

**Protrusion** - A projection which, when tested in accordance with the requirements herein would be found to be a hazard having the potential to cause bodily injury to a user who impacts it.

**Sharp edge/point** - An edge or point that could lacerate the skin.

**Trip hazard** - An abrupt change in elevation that is not clear and obvious to the user.

**Use zone** - The area beneath and around equipment where a child might be expected to land if they were to fall from the equipment. This area must be covered with an impact attenuating surfacing material.

## Organizations

**NRPA** - National Recreation and Park Association ([www.nrpa.org/playgroundsafety](http://www.nrpa.org/playgroundsafety); 800-626-6772)

NRPA is dedicated to educating professionals and the public on the essential nature of parks and recreation.

**IPEMA** - International Play Equipment Manufacturers Association ([www.ipema.com](http://www.ipema.com); 888-944-7362)

IPEMA is a non-profit, membership, trade association that represents and promotes an open market for manufacturers of playground equipment and surfacing.

**NPPS** - National Program for Playground Safety ([www.uni.edu/playground](http://www.uni.edu/playground); 800-554-7529)

NPPS is the premier non-profit organization in the United States delivering training and services about outdoor play and safety.

**ASTM** - ASTM International ([www.astm.org](http://www.astm.org); 610-832-9500)

ASTM, formerly the American Society for Testing and Materials, is an independent and renowned developer of technical standards utilized in testing a multitude of products, including playground equipment and related products.

**CPSC** - Consumer Product Safety Commission ([www.cpsc.gov](http://www.cpsc.gov); 800-638-2772)

The CPSC regulates many products, including playground equipment and related products, to help ensure consumers/users safety.

**Access Board** - U.S. Architectural and Transportation Barriers Compliance Board ([www.access-board.gov](http://www.access-board.gov); 800-872-2253)

The Access Board has completed Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990.



# Playground Inspection & Maintenance Guide

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For more information on building  
communities through play & recreation:

[playandpark.com](http://playandpark.com) | (800) 727-1907

**EXHIBIT F**

City's Form of Waiver and Release of Liability

[Attached]



**Department of Parks and Outdoors  
Maintenance Division  
Waiver and Release of Liability**



**Event:** \_\_\_\_\_

**Date:** \_\_\_\_\_

I, \_\_\_\_\_, (the "Participant", "Parent or Legal Guardian of Participant" or "Volunteer") and on behalf of myself and my executors, administrators, heirs, next of kin, successors and assigns, hereby WAIVE, RELEASE, DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS the City of Chattanooga, its Departments, its administrators, employees, officers, contractors, representatives, and volunteers, from any and all claims, causes of action, lawsuits, judgments, demands, request for costs, and attorneys' fees resulting from bodily injuries, disability, death, property damage, and loss of use arising from or attributable to participation in \_\_\_\_\_ (the "Event"). I assume all of the risks of participating in any and all activities associated with the Event, including by way of example and no limitation, any risks that may arise from negligence, carelessness on the part of persons and entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, and if necessary, have sufficiently prepared and/or trained for participation in this event and have not been advised not to participate by a qualified medical professional. I certify that there are no health-related reasons which preclude my participation. I understand that while participating in the Event I may be videotaped, recorded, or photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers and assigns.

This release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I am aware that this is a legally binding agreement and certify that I have read this document and fully understand its content.

By signing this release, I understand and accept the terms outlined above.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Participant Name (Print): \_\_\_\_\_

Parent/Guardian Signature (for Minor Participant): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent/Guardian Name (Print): \_\_\_\_\_