

Agenda for the Regular Meeting of Board of Commissioners Monday, May 8, 2017 - 7:00 pm Brentwood City Hall

Call to Order by Mayor
Roll Call
Invocation by Commissioner Travis
Pledge of Allegiance to the Flag by Vice Mayor Burgin
Oath of Office for City Commission
Election of Mayor and Vice Mayor

Approval or Correction of Minutes

April 24, 2017

Comments from Citizens – Individuals may comment on any item included in the Consent/Regular agenda or on any other matter regarding the City of Brentwood. All comments should be directed to the Board of Commissioners. Citizens who wish to request that an item be moved from the Consent Agenda to the Regular Agenda for discussion should make that known to the Board at this time.

Report from City Manager Report from the City Attorney Reports and comments by Commissioners and Mayor

Note: All matters listed under the Consent Agenda are considered to be routine and will generally be enacted by one motion. Except for any items that are removed from the Consent Agenda, there will be no separate discussion of these items at this time.

Consent Agenda

- 1. Resolution 2017-28 A RESOLUTION AUTHORIZING AN AGREEMENT WITH VERTIV SERVICES, INC. FOR MAINTENANCE SERVICES FOR UNINTERRUPTIBLE POWER SYSTEMS (UPS), for adoption
- 2. Approval to purchase communications system analyzer from Tessco, Inc.
- 3. Approval to purchase a 2017 pickup truck from Ford of Murfreesboro through state contract for Public Works Department

Old Business

1. Other old business

New Business

- 1. Ordinance 2017-09 AN ORDINANCE AUTHORIZING THE TRANSFER OF APPROXIMATELY 0.85 ACRES OF PROPERTY LOCATED IN THE SOUTHWEST CORNER OF GRANNY WHITE PARK TO THE WILLIAMSON COUNTY BOARD OF EDUCATION, for consideration on first reading
- 2. Ordinance 2017-10 AN ORDINANCE REZONING PROPERTY LOCATED ON THE EAST SIDE OF GRANNY WHITE PIKE ADJACENT TO THE NORTHERN BOUNDARY OF PROPERTY OWNED BY WILLIAMSON COUNTY SCHOOLS FROM SI-3 (SERVICE INSTITUTION CULTURAL, RECREATIONAL AND GOVERNMENTAL) TO SI-2 (SERVICE INSTITUTION EDUCATIONAL) ZONING DISTRICT, for consideration on first reading
- 3. Other new business
 - 1. Resolution 2017-29 A RESOLUTION AUTHORIZING THE CONTRIBUTION OF ADEQUATE FACILITIES TAX FUNDS TO THE WILLIAMSON COUNTY SCHOOL BOARD FOR IMPROVEMENTS AT BRENTWOOD HIGH SCHOOL AND BRENTWOOD MIDDLE SCHOOL, for adoption

Kirk Bednar City Manager

Anyone requesting accommodations due to disabilities should contact Mike Worsham, A.D.A. Coordinator, at 371-0060, before the meeting.

Brentwood City Commission Agenda

Meeting Date: 05/08/2017

Approval or correction of minutes from Regular Scheduled Commission meeting

Submitted by: Debbie Hedgepath, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the April 24, 2017 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, April 24, 2017 at 7:00 pm at the Brentwood Municipal Center.

Present were Mayor Regina Smithson; Vice Mayor Jill Burgin; Commissioners Ken Travis, Anne Dunn, Mark Gorman, Betsy Crossley and Rhea Little; City Manager Kirk Bednar; Assistant City Manager Jay Evans; City Attorney Roger Horner and City Recorder Deborah Hedgepath. Mayor Smithson led the invocation. The Pledge of Allegiance was led by Commissioner Travis.

Commissioner Travis moved for approval of the minutes from the April 10, 2017 meeting as written; seconded by Commissioner Little. Motion passed 6-0-1 with Commissioner Crossley abstaining.

COMMENTS FROM CITIZENS

Susan Moriarty, 8121 Holly Road

CONSENT AGENDA

Ordinance 2017-06 - AN ORDINANCE AMENDING MUNICIPAL CODE REGARDING BUILDING AND MECHANICAL PERMIT FEES AND PLANNING COMMISSION AND BOARD OF ZONING APPEALS SUBMITTAL FEES, for consideration on second and final reading

Resolution 2017-27 - A RESOLUTION AUTHORIZING THE SALE AND DISPOSAL OF SURPLUS PROPERTY HELD BY THE CITY, for adoption

Commissioner Little moved for approval of the items on the Consent Agenda; seconded by Commissioner Crossley. Approval was unanimous.

OLD BUSINESS

Mayor Smithson moved for passage of Ordinance 2017-07 - AN ORDINANCE REZONING PROPERTY LOCATED AT 9714 SPLIT LOG ROAD FROM R-2 (SUBURBAN RESIDENTIAL) TO SI-2 (SERVICE-INSTITUTION-EDUCATIONAL) ZONING, seconded by Commissioner Gorman. Ordinance 2017-07 passed second and final reading unanimously.

APPROVED	Deborah Hedgepath
	Deborah Hedgepath, City Recorder

With no further business, the meeting adjourned at 7:35 pm.

Brentwood City Commission Agenda

Meeting Date: 05/08/2017

Resolution 2017-28- Authorizing Agreement with Vertiv Services, Inc. for UPS Maintenance

Contract

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Resolution 2017-28 - Approval of a Contract with Vertiv Services, Inc. (previously known as Emerson Network Power) for Maintenance Services for Uninterruptible Power Systems (UPS).

Background

The Municipal Center has an uninterruptible power system (UPS) to provide surge protection and battery backup for the 911/Communications Center and the Technology Department's Data Center. The UPS is designed to supply consistent filtered power at all times, including when there is a failure from the utility company. In order to ensure peak performance, routine maintenance is required quarterly. Staff is recommending waiver of competitive bidding for these services in recognition of Vertiv being the only authorized service dealer for the Liebert UPS. Using the manufacturer's authorized service dealer ensures there will be no problems should a warranty claim be necessary. The annual contract amount is \$11,735.00.

Please contact the Technology Director for additional information.

Staff Recommendation

Staff recommends the approval of the contract with Vertiv Services, Inc. in the amount of \$11,735.00.

Fiscal Impact

Amount : \$11,735.00

Source of Funds: ECD

Account Number: 450-91100-82620

Fiscal Impact:

Funding for this annual maintenance agreement is included in the Emergency Communications Department operating budget.

Attachments

Resolution 2017-28 Vertiv Services Contract

RESOLUTION 2017-28

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND VERTIV SERVICES, INC. FOR MAINTENANCE SERVICES FOR UNINTERRUPTIBLE POWER SYSTEMS (UPS), A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Vertiv Services, Inc. for maintenance services for uninterruptible power systems (UPS), a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

		MAYOR	
ADOPTED:		Approved as to form:	
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Recorder	Deborah Hedgepath	CITY ATTORNEY	Roger A Horner



Proposal for Service

Vertiv Services, Inc.

Apr 10, 2017

Brentwood Municipal Ctr 5211 Maryland Way Brentwood, TN, 37027



Apr 10, 2017

Brentwood Municipal Ctr 5211 Maryland Way Brentwood, TN, 37027 Q02633849 Thank you for your interest in Vertiv Services, Inc. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (615) 507-1530. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

BRITTNEY NELSON

624 Grassmere Park Suite 10 Nashville, TN 37211-3662

PHONE (615) 507-1530 **FAX** (615) 507-1534 **EMAIL** bnelson@walick-kemp.com

Order Q02633849



Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.

Standard Maintenance Contracts:

Site #: 138472, Brentwood Municipal Ctr

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1576111	NX 40-80	38SA060A0A00	2	ESSENTIAL (7/1/2017) - (6/30/2018)	
1576113 SI	EALED BATTERY	38BP080XUX1BNS	4	ESSENTIAL (7/1/2017) - (6/30/2018)	
1576114 SI	EALED BATTERY	38BP080XUX1BNS	4	ESSENTIAL (7/1/2017) - (6/30/2018)	
1576115	NX BDC 75	FFC07C5NNG3	1	ESSENTIAL (7/1/2017) - (6/30/2018)	

Total price not including tax: USD \$11,735.00

any tax required must be included in customer purchase order

Payment Terms: Net 30 Days



POWER DISTRIBUTION SYSTEMS ALL MODELS SCOPE OF WORK

ESSENTIAL SERVICE (1)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer Services Network On-Line Internet portal.

- Performed by Liebert factory trained Customer Engineers.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Includes 100% parts coverage (excluding branch circuit breakers)
- Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions.

SERVICE PERFORMED

Full Preventive Maintenance Service

Perform a complete visual inspection of the interior and exterior of equipment for any damaged or broken components.

Verify equipment is properly grounded and that the phase, neutral and ground wiring is in accordance with the Installation manual.

Check for proper clearance around the unit.

Clean interior of equipment for dirt and debris.

Inspect all circuit breaker(s), terminal blocks, and ground/neutral bus bar connections for tightness. Inspect junction box terminals for tightness (if applicable).

Conduct a thermal scan of interior components, assemblies, and connectors for evidence of overheating and/or burnt components.

Inspect all option assemblies, associated cabling/wiring, and connectors for tightness (if applicable). Verify all installed options are operating properly (if applicable).

Verify continuity of all fuses (if applicable).

Measure voltage and current at each panelboard main input breaker (phases, neutral and ground). Verify all monitoring options (if applicable) are displaying values within +/- 2% of those values measured. Install or perform Engineering Field Change Notices (FCN) as necessary.

Note1: Preventive Maintenance usually requires a shutdown to ensure electrical connection integrity.



STATIONARY BATTERY SYSTEMS VRLA (SEALED) BATTERY SCOPE OF WORK

ESSENTIAL SERVICE (4)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% corrective labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii. Does not include labor for full-string replacement.
- Includes access to Liebert Services
 Customer Services Network On-Line
 Internet portal.
- Includes battery recycling as required, with documentation meeting EPA requirements.

- Performed by Liebert factory trained Battery Specialist or Customer Engineers.
- Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- For 3-Phase UPS customers, includes three Quarterly and one Annual PM.
- Single Jar Replacement Service for Lead Acid Batteries: Includes freight, labor, disposal and batteries. Subject to limitations as stated below.
- Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions.

SERVICE PERFORMED

During the initial PM visit, an Annual Service PM must be performed

Quarterly Service

Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).

Measure and record the total battery float voltage and charging current.

Measure and record the overall AC ripple voltage.

Measure and record the overall AC ripple current.

Visually inspect the jars and covers for cracks and leakage.

Visually inspect for evidence of corrosion.

Measure and record the ambient temperature.

Verify the integrity of the battery rack/cabinet.

Measure and record 100% of the jar temperatures.

Measure and record the float voltage of all jars.

Measure and record all internal ohmic readings.

Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

Annual Service Includes the Above, Plus



Re-tighten all connections to the battery manufacturer's specifications, if required. Refer to the manufacturer's literature to determine if re-tightening is required.

Measure and record all battery connection resistances in micro-ohms, when applicable.

Corrective Maintenance Performed as Required

Refurbish cell connections as deemed necessary by the detailed inspection report.

Conditions for Single Jar Replacement Service for Lead Acid Batteries

The Customer is covered by an Essential or Preferred Contract.

The battery string is in overall good health as determined by Vertiv Services; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.

Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv Services.

Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

Subject to Vertiv Services Single Jar Replacement and Lead Acid Batteries Guidelines



UNINTERRUPTIBLE POWER SYSTEMS ALL 3-PHASE MODELS SCOPE OF WORK

ESSENTIAL SERVICE (2)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service city.
- Includes 100% parts coverage (excluding batteries, air filters, and proactive full bank capacitor and fan replacement)
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer Services Network On-Line Internet portal.

- Includes one Semi-Annual and one Annual Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers
- Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

Semi-Annual Service

Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.

Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.

Check air filters for cleanliness. (if applicable)

Check rectifier and inverter snubber boards for discoloration.

Record all voltage and current meter readings on the module control cabinet or the system control cabinet.

Annual Service Includes the Above, Plus

Check the inverter and rectifier snubbers for burned or broken wires.

Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.

Check fuses on the DC capacitor deck for continuity (if applicable).

With customer approval, perform operational test of the system including unit transfer and battery discharge.

Calibrate and record all electronics to system specifications.

Check or perform Engineering Field Change Notices (FCN) as necessary.

Measure and record all low-voltage power supply levels.



Record phase-to-phase input voltage and currents.

Review system performance with customer to address any questions and to schedule any repairs.

Check power capacitors for swelling or leaking oil. (if applicable)

Check for DC capacitor vent caps that have extruded more than 1/8". (if applicable)

Measure and record harmonic trap filter currents. (if applicable)

Battery Inspection Service - Performed During the UPS Semi-Annual and Annual PM Services.

Check integrity of battery cabinet (if applicable).

Visual inspection of the battery cabinet and/or room to include:

Check for NO-OX grease or oil on all connections (if applicable).

Check battery jars for proper liquid level (if flooded cells).

Check for corrosion on all the terminals and cables.

Examine the physical cleanliness of the battery room and jars.

Measure and record DC bus ripple voltage (if applicable).

Measure and record total battery float voltage.

Note1: Preventive Maintenance usually requires a shutdown to ensure electrical connection integrity.

Note2: Customer should check air filters monthly for cleanliness and replace as necessary.

Note3: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

Note4: The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.



Order Number: Q02633849 Purchase Order must be assigned to: Payment remittance address: Vertiv Services, Inc. Vertiv Services, Inc. 610 Executive Campus Dr PO Box 70474 Westerville OH 43082 Chicago, IL 60673 FID# 43-1798453 PO should be e-mailed or faxed with signed proposal to: Vertiv Services, Inc. c/o BRITTNEY NELSON Attn: BRITTNEY NELSON Email: bnelson@walick-kemp.com Fax: (615) 507-1534 Please complete the following information (All fields are required): Purchase Order attached: ☐ Yes ☐ No Purchase Order Number: If PO NOT attached, please specify reason: _____ Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other □ Accounts Payable Email ______@____ Billing Contact Person: Phone: Phone: _____ Fax #: _____ Email: Bill-To Company Name: Bill-To Address: Federal Tax ID # _ Bill-To City, ST Zip: Tax Exempt: ☐ Yes (Attach tax exempt certificate) □ No Site Services/IT Contact Person: Phone: * * COVERAGE DETAILS * * For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 45 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions vertiveo.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer. Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below. Thank you for your business. Proposed By: Accepted By: Brittney Nelsen 4/10/2017

Buyer Signature Required

Printed Name

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Date

BRITTNEY NELSON

Phone

Date

Title

These Services Terms and Conditions are acceptable for orders placed through 7-1-2021



SERVICES TERMS AND CONDITIONS

Vertiv Services, Inc. (f/k/a Emerson Network Power, Liebert Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

- 1. PRICES: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.
- 2. <u>TAXES</u>: If applicable, any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. TERMS OF PAYMENT:

Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

- 4. SHIPMENT AND DELIVERY: While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Services or shipment of the Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of deliverv
- 5. <u>LIMITED WARRANTY</u>. Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of ninety (90) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. <u>LIMITATION OF REMEDY AND LIABILITY</u>: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Provisions regarding waiver of subrogation, additional insured status, or the primary nature of Seller's insurance shall be limited to the extent of Seller's negligent acts or omissions.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for nonperformance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor
disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws,
regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or
unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified
in Section 19; or any events or causes beyond Seller's reasonable control. Performance of
Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by
Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement
shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to
supply the total demand for the Services or Parts or to obtain material used directly or indirectly in
the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in
the preceding paragraph, Seller may delay performance of Services or allocate its available supply
of the Parts among its purchasers on such basis as Seller determines to be equitable without
liability for any failure of performance which may result therefrom.

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- 9. <u>CANCELLATION</u>: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.
- 10. <u>CHANGES</u>: Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.
- 11. NUCLEAR/MEDICAL: SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users.
- 12. <u>ASSIGNMENT</u>: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent. shall be void.
- 13. **INSPECTION**: Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.
- 14. BILLABLE SERVICES: Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following upon agreement between the parties: a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor. Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (q) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.
- 15. <u>DRAWINGS</u>: Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.
- 16. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.
- 17. NON-SOLICITATION: Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.
- 18. <u>GENERAL PROVISIONS</u>: These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No

conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Tennessee without regard to its conflict of laws principles. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

- 19. ADDITIONAL SERVICE CONDITIONS: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.
- 20. INDEMNITY: Seller shall indemnify and hold the Buyer party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the Seller or Seller's subcontractors, agents or employees during performance of Services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The Seller party shall defend the Buyer in accordance with and to the extent of the above indemnification, provided that the Seller is: i) promptly notified by Buyer, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the Buyer; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the Seller's obligations herein shall be deemed waived.

Brentwood City Commission Agenda

Meeting Date: 05/08/2017

Acceptance of Bid from Tessco, Inc. for purchase of a Communications System Analyzer

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Approval for Purchase of Communications System Analyzer from Tessco, Inc.

Background

The Technology Department is requesting approval to purchase a Freedom Communication's R8100 Communications System Analyzer. This instrument will be used to work on the new 700 MHz radios and the current UHF radios used by public safety to keep them operating at peak performance by using automated testing procedures and alignment processes. The Auto-Tune mode automatically reads the radio model and serial numbers and makes the measurements and alignments needed to bring the radio within factory specifications. This will be used for preventative maintenance, as well as record keeping for a complete test history of every radio in the fleet.

The bid specification was developed based on similar devices used by the City of Franklin and Williamson County. The City solicited bids and received responses from three vendors: Tessco, Inc., Vertacon Inc. and Holtzberg Communications Inc. Of the three bids received, Tessco Inc. was the low bidder at \$37,029.35. The Technology Department's FY 2017 operating budget included \$45,000 in funding for this item.

Please direct any questions to the Technology Director.

Staff Recommendation

Staff recommends approval of the purchase of a Communications System Analyzer from Tessco Technologies.

Fiscal Impact

Amount: \$37,029.35 Source of Funds: General Fund Account Number: 110-41640-89540

Fiscal Impact:

Attachments

Bid Tabulation Tessco Bid Response

BID TABULATION

Technology – Communications System Analyzer
Wednesday, April 26, 2017 10:15 a.m.

BIDDER	BASE BID	NOTES
Holzberg Communications, Inc.	\$40,069.87	
Tessco, Inc.*	\$37,029.35	
Vertacom Inc.	\$42,670.00	

^{*} Apparent low bidder

cc : Kirk Bednar Richard Parker John Allman Debbie Hedgepath (files)

VENDOR RESPONSE

ltem	Price
Freedom Communication - R8100	\$18,571.50
R8-Remote - Remote Control Software	\$1,190.50
R8-SC - Soft Carrying Case	\$275.00
R8-P25 - APCO Project 25	\$2,857.50
R8-P25TRNK - APCO Project 2 Trunking (Requires R8-P25)	\$2,380.00
R8-AT_KWNX - AutoTune SW for Kenwood NX Series Radios	\$2,380.00
R8-AT_APX - AutoTune for APX Series Mobiles and Portables	\$2,380.00
R8-AT_XTL - AutoTune for XTL Series Mobiles	\$2,380.00
R8-AT_XTS - AutoTune for XTS2500/5000 Portables	\$2,380.00
202951-01 - Breakout box for Kenwood AutoTune Audio Test	\$1,142.85
202161-01 - Breakout box for XTL audio tests	\$297.00
R8-HC - Protective glove case with LCD protection	\$95.00
R8-5Y - Five Year Service Plan (upgrade to five year)	\$700.00
Total Price	\$37,029.35

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Name of Firm/Company: <u>TESSCO Inc.</u>	
Address: 11126 McCormick Rd., Hunt Valley, N	MD 21031-1494
Signature: * Gyathia J. King	Date: <u>4/20/2017</u>
Printed Name: Cynthia L. King	Title: VP & Treasurer

Bid must be signed by a person duly authorized to bind the Bidder to a contract.

Contact Number: (800) 472-7373

^{*}Signed subject to TESSCO's Terms and Conditions or mutually agreed upon Terms and Conditions if awarded a Contract.

IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is to be posted on the website of the State of Tennessee. When competitive bidding is required, *Tennessee Code Annotated* § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

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

Gyathia J. King Signature	4/20/2017 Date	
Cynthia L. King Printed Name	VP & Treasurer	
TESSCO Inc.		
Name of Firm/Company		

CITY OF BRENTWOOD



5211 MARYLAND WAY, P.O. BOX 788 BRENTWOOD, TN 37024-0788 (615) 371-0060 FAX: (615) 370-4767

INVITATION TO BID

Sealed bids will be received by the City of Brentwood, 5211 Maryland Way, P.O. Box 788, Brentwood, Tennessee 37024-0788 until 10:15 a.m. local time, on April 26, 2017 for Communications System Analyzer. Bid documents may be obtained from John Allman, Brentwood City Hall, 5211 Maryland Way, Brentwood, Tennessee or online at www.brentwoodtn.gov/bids.

BID DOCUMENTS Communications System Analyzer

The City of Brentwood (the "City") will receive bids until 10:15 a.m. local time, April 26, 2017, for Communications System Analyzer, as specified herein. Late submittals will not be considered.

Bids must be sealed in an envelope or package. Faxed or e-mailed bids will not be accepted. Bids may be mailed or hand delivered to the City of Brentwood, Attn: Karen Harper, 5211 Maryland Way, P.O. Box 788, Brentwood, Tennessee 37024-0788. Bid envelopes/packages must be clearly marked on the outside with:

- a. The bidder's name and address.
- b. The following text: "BID: Communications System Analyzer DO NOT OPEN UNTIL APRIL 26, 2017 10:15 A.M."

Vendor's Acceptance

By submitting a bid, each bidder certifies that it has read and accepts all terms, conditions and requirements of this solicitation. Further information may be obtained from John Allman, Technology Director, at (615) 371-7000 or email at john.allman@brentwoodtn.gov with the subject Communications System Analyzer.

Contract Form and Other Documents Required

The successful bidder must provide:

a. Two copies of the Contract which accompanies these documents, signed by an authorized official of the bidder.

Bid Expiration

Prior to award, all bids and associated pricing as submitted will be considered valid and may be accepted by the City for as long as the bidder is willing to do so but must be valid for at least 90 days after the bid opening.

City Policies

The City of Brentwood reserves the right to reject any or all bids, to waive any informalities or irregularities in a bid received and to accept any bid which it determines to be for the best interest of the City. The objective of the bid process is to select the overall lowest and best bid. Following analysis of the bids received, a bid tabulation will be posted on the City's website (www.brentwoodtn.gov), along with a notice of intent to award. A bid protest policy is also available for vendors wishing to challenge solicitations or awards of bids.

Communications System Analyzer Specifications

Freedom Communication - R8100

Options:

R8-Remote - Remote Control Software

R8-SC - Soft Carrying Case

R8-P25 - APCO Project 25

R8-P25TRNK - APCO Project 2 Trunking (Requires R8-P25)

R8-AT_KWNX - AutoTune SW for Kenwood NX Series Radios

R8-AT_APX - AutoTune for APX Series Mobiles and Portables

R8-AT_XTL - AutoTune for XTL Series Mobiles

R8-AT_XTS:- AutoTune for XTS2500/5000 Portables

202951-01 - Breakout box for Kenwood AutoTune Audio Test

202161-01 - Breakout box for XTL audio tests

R8-HC - Protective glove case with LCD protection

R8-5Y - Five Year Service Plan (upgrade to five year)

VENDOR RESPONSE

ltem	Price
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R8-5Y - Five Year Service Plan (upgrade to five year)	\$700.00
Total Price	\$37,029.35

Please Print:	
Name of Firm/Company: <u>TESSCO Inc.</u>	
Address: 11126 McCormick Rd., Hunt Valley	, MD 21031-1494
Signature: * Cyathia J. King	Date: <u>4/20/2017</u>
Printed Name: Cynthia L. King	Title: VP & Treasurer
Contact Number:(800) 472-7373	

Bid must be signed by a person duly authorized to bind the Bidder to a contract.

^{*}Signed subject to TESSCO's Terms and Conditions or mutually agreed upon Terms and Conditions if awarded a Contract.

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CERTIFICATION

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

Cysthia J. King Signature	4/20/2017
	Date
Cynthia L. King	VP & Treasurer
Printed Name	Title
TESSCO Inc.	
Name of Firm/Company	

Brentwood City Commission Agenda

Meeting Date: 05/08/2017

Approval to Purchase a 2017 3/4 Ton 4x4 Pickup Truck Through State Contract

Submitted by: Jamie Booker, Public Works

Department: Public Works

Information

Subject

Approval of purchase of a 2017 3/4 ton 4x4 pickup truck from Ford of Murfreesboro through state contract

Background

The Public Works Department requests approval for purchase of a replacement vehicle for a truck which has accumulated 101,081 miles and has reached the end of its useful life. The truck is needed on a daily basis to perform smaller projects around the City and will also be used for snow and ice removal in the winter.

The proposed replacement is a 2017 3/4 ton 4x4 pickup truck available through State Contract #50708, in the amount of \$30,416.16. (See attached quote and photo.) Staff research shows this price is well below quoted market prices in the area.

Funding for this vehicle is included in the FY 2016-17 budget. The truck being replaced will be sold on Govdeals.

Please direct any questions to the Public Works Director.

Staff Recommendation

Staff recommends approval of this purchase.

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount: \$30,416.16

Source of Funds: Public Works Opertating Fund

Account Number: 110-43120-89520

Fiscal Impact:

The approved budget for this vehicle was \$30,000 and the quoted price exceeds this amount by \$416.16, However, the overall Public Works budget will not be exceeded and includes enough savings in other categories to cover this small overage.

Attachments

SWC Quote 2017 Ford Example Photo





Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

F-SERIES SD

2017 F250 4X4 SD R/C 6.2L EFI V-8 ENGINE

6 SPEED AUTOMATIC TRANS G

VIN 1FTBF2B64HE C84705

Exterior

OXFORD WHITE

Interior

MEDIUM EARTH GRAYVINYL 40/20/40

SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DOOR HANDLES BLACK
- . LOCKING REMOVABLE TAILGATE
- . PICKUP BOX, TIE DOWN HOOKS
- SPARE TIRE AND WHEEL LOCK
- TOW HOOKS

INTERIOR

- . DRIVER SEAT-MANUAL LUMBAR
- . PARTICULATE AIR FILTER
- . VINYL SUN VISORS

FUNCTIONAL

BRAKING SYSTEM

- JEWEL EFFECT HEADLAMPS
- MONO BEAM COIL SPRING FRT
- MYKEY

SAFETY/SECURITY

- AIRBAGS SAFETY CANOPY DRIVER/PASSENGER AIR BAGS
- SOS POST CRASH ALERT SYS

WARRANTY

. 5YR/60,000 POWERTRAIN

BOX RAIL/TAILGATE MOLDINGS HEADLAMPS -WIPER ACTIVATED W/LIFT ASST-NA W/BOX DLT

- -NA W/BOX DLT -NA W/BOX DLT
- . TRAILER SWAY CONTROL
- . AIR COND, MANUAL FRONT
- . OUTSIDE TEMP DISPLAY
- . TILT/TELESCOPE STR COLUMN
- 4-WHEEL ANTI-LOCK DISC
- . HILL START ASSIST
- MANUAL LOCKING HUBS
- SUSPENSION W/STAB BAR . ADVANCETRAC WITH RSC
- . BELT-MINDER CHIME
- SECURILOCK PASS ANTI THEFT
- 3YR/36.000 BUMPER / BUMPER . 5YR/60,000 ROADSIDE ASSIST

MSRP Price Information \$35,330 STANDARD VEHICLE PRICE

Optional Equipment

2017 MODEL YEAR **OXFORD WHITE**

MEDIUM EARTH GRAY VINYL PREFERRED EQUIPMENT

PKG.600A

XL TRIM

TRAILER TOWING PACKAGE AIR CONDITIONING -- CFC FREE

.6.2L EFI V-8 ENGINE

6 SPEED AUTOMATIC TRANS G LT265/70R17E OWL ALL TERRAIN

455 3.73 ELECTRONIC LOCKING AXLE 390 915

POWER EQUIPMENT GROUP JOB #1 ORDER

XL DECOR PACKAGE

10000# GVWR PACKAGE ELECTRONIC SHIFT ON THE FLY 185

50 STATE EMISSIONS 245

SNOWPLOW PREP/CAMPER **PACKAGE**

SPARE TIRE AND WHEEL

270 TRAILER BRAKE CONTROLLER TELESCPNG TT MIRR-POWR/HTD

ROOF CLEARANCE LIGHTS 95 **JACK**

EXTRA EXTRA HEAVY DUTY

ALTRNTR 720 XL VALUE PACKAGE

.CRUISE CONTROL

.AM/FM STEREO CD/CLK

TOTAL VEHICLE & OPTIONS **DESTINATION & DELIVERY**

38.690 1,295

85

TOTAL MSRP

\$39,985

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".



Fuel Cost: \$

CITY MPG 0 **HIGHWAY** MPG 0

Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.





Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at www.Ford-ESP.com.

Delivery location(s) **Delivery Date** Volume Required (Enter number of vehicles being purchased) **Delivery Region Brief Description** Specification Summary TBD Region 3 City of Brentwood 2017 Ford F-250 4x4 Regular Cab For Internal TN Use Only

		Contract Details	8
	Dealer Profit	Prompt Pay Discount	Dealer After Market Svc. Fee
Region 1	\$341.00	0%	6.00%
Region 2	\$341.00	%0	6.00%
Region 3	\$341.00	0%	6.00%
Region 4	\$341.00	0%	6.00%

- Before completing this worksheet, please ensure you have reviewed the Detailed Vehicle Specifications included in addition to this worksheet
 For all cells highlighted in green, dealer shall provide a pricing or descriptive response based on the Detailed Vehicle Specification
 Blue cells are calculations that cannot be changed directly
 In addition to this worksheet, dealer must submit a detailed specification sheet for the make/model being proposed Instructions for Dealers

30,416.12	TOTAL EXTENDED COST \$
1	Number Vehicles Purchased
30,416.12	TOTAL VEHICLE COST (LESS S Prompt Pay DISCOUNT)
0%	Prompt Pay Discount (NET 30)
30,416.12	Vehicle Cost \$
341.00	Dealer Profit \$
477.00	Sub Total - After Market Fees \$
6.00%	Dealer after market service fee
450.00	Dealer Cost of After Market Add-ons
29,598.12	Sub-Total \$
	Additional Fleet Incentives, Discounts & Rebates
(8,200.00)	Manufacturer's Fleet Incentives \$
5,00	State of Tennesse's Tire Environmental Fee on New Motor Vehicles
1,295.00	Manufacturer's Vehicle Destination Charges
1	Manufacturer's Additional Charges / Fees \$
3,111.12	Manufacturer's Optional Equipment Add-On Invoice Price
33,387.00	Manufacturer's Vehicle Base Invoice Price \$
Price	Description

Notes
Validated from Manufacturer's Invoice to Dealer
State of Tennessee's Tire Environmental Fee is: \$5.00 for a motor vehicle with four or fewer wheels (not including spare); \$10.00 for a motor vehicle with fewer than 11 wheels (not including spare); and \$15.00 for motor vehicle with 11 or more wheels (not including spare).
Refer to Section 2.4.4 Dealer and Manufacturer Discounts, Incentives & Rebates of the Specifications

|--|

Validated from Third Party's Manufacturer's/Supplier's Invoice to Dealer

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incr	o dec
ease	rease
prom	Dea
pt pa	ler Pr
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ente	ower
addi	profit
tional	amou
disco	int he
unt	If able to decrease Dealer Profit, enter lower profit amount here (enter as positive number)
nere (nter a
enter	s pos
as po	sitive
ositive	numb
If able to increase prompt pay discount, enter additional discount here (enter as positive number)	er)
ber)	
1	

Manufacturer's Optional Equipment Add-On
If vehicle requires additional Manufacturer Options, please provide detailed breakdown below
(Optional Equipment validated from Manufacturer's Invoice to Dealer)

After Market Equipment Add-ons
If vehicle requires aftermarket equipment, please provide detailed breakdown below
(Line Items validated from Third Party's Manufacturer's/Supplier's invoice to Dealer)

\$ 450.00	Transportation - Stocking Dealer
r market add-ons	Description of Parts or Services
Dealer Cost of	, ,

\$ 17.12	17.12	Fuel Charge \$
\$ 663.00	720.00	96V - XL Value Package
	85.00	67E - Extra Heavy Duty Alternator
\$ 88.00	95.00	592 - Roof Clearance Lights \$
\$ 249.00	270.00	52B - Trailer Brake Controller \$
\$ 225.00	245.00	47B - Snowplow Package \$
\$ 171.00	185.00	213 - Electronic Shift on the Fly
\$ 841.00	915.00	90L - Power Equipment Group \$
\$ 359.00	390.00	X3E - 3.73 Electronic Locking Rear Axle
\$ 419.00	455.00	TCD - All Terrain Tires \$



Brentwood City Commission Agenda

Meeting Date: 05/08/2017

Ordinance 2017-09 - An Ordinance Transferring Approximately 0.85 Acres Within Granny

White Park to Williamson County Schools

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Ordinance 2017-09 - Transfer of ownership of approximately 0.85 acres of land that lies in the southwest corner of Granny White Park to Williamson County Schools (WCS) to allow for the construction of an access drive to the rear parking lots at Brentwood High School.

Background

Ordinance 2017-09, if passed, will authorize the transfer of ownership of 0.85 acres of land, currently within the City's 31-acre Granny White Park, to Williamson County Schools. The land transfer is necessary to accommodate a new access road to the rear parking lots at Brentwood High School. A description of the project phasing follows. Construction of the access drive and installation of a new traffic signal is expected to relieve some of the traffic congestion currently occurring during peak hours on Murray Lane and Granny White Pike.

Attached are the applicable copies of the plan that has been submitted for review by the Planning Commission at its May 1, 2017 regular meeting.

WCS is proposing extensive modifications to the Brentwood Middle/High School campus. The proposed plan includes a total of three phases, which are summarized as follows:

Phase I, includes the resurfacing of the existing football field, replacing the natural grass with artificial turf. This improvement will also allow the field to be used for a variety of sports programs and other activities. The site plan was approved by the Planning Commission at its April 3, 2017 meeting.

Phase II, includes the construction of a 292-space parking lot in the area of the football practice field located at the rear of the school, west of the baseball diamond. The plan also proposes the construction of an access drive, mentioned above, to the rear parking lots from Granny White Pike. As part of these improvements the plan includes a new signalized intersection at Granny White Pike and Foxland Drive. The alignment of the new drive takes it through the SW corner of Granny White Park. City and WCS staff have discussed

the transfer of approximately 0.85 acres in the SW corner to all of for the construction of the new access drive.

Phase III, includes the construction of a new Science, Technology. Engineering and Mathematics (STEM) building between the Middle and High schools. The STEM building as proposed included three-stories having an area of 40,000 sq. ft. The building will provide 24 classrooms, six mixed-use laboratories administrative offices and commons areas. The building will increase the enrollment/capacity of the high school from 1,628 to 2,000. The number of staff will also increase by 16. Brentwood High, as of March 13, 2017, has an enrollment of 1,764 students.

The proposed land transfer was presented to the Park Board at its May 1 meeting and endorsed unanimously. Following that meeting, the Planning Commission reviewed the site plan for Phase II of the project, which included the construction of the access drive from Granny White Pike to the rear parking lots at the school, and approved it unanimously.

The Williamson County Commission's Education Committee and Budget Committee have recommended approval of funding for the planned expansion of Brentwood Middle and High Schools. The recommendation included a total of \$17.2 million for the Brentwood projects. The Williamson County Commission will consider funding for the planned expansion projects at its regular meeting of May 8.

Ordinance 2017-10 is a companion to Ordinance 2017-09 that is also be included as part of the agenda for the May 8th meeting. Ordinance 2017-10 proposes the rezoning of the 0.85 acres of land transferred to WCS from SI-3 to SI-2. A community meeting will be conducted during the last week of May. The Planning Commission will provide its review and recommendation of the rezoning ordinance on June 5. The public hearing is tentatively scheduled for June 13, with second and final reading scheduled for June 26. Note that approval of Ordinance 2017-10 will be contingent upon approval of the land transfer to WCS as part of Ordinance 2017-09.

Second and final reading of Ordinance 2017-09 is tentatively scheduled for the May 22, 2017 City Commission meeting.

Staff Recommendation

Staff recommends approval of Ordinance 2017-09 on first reading.

Previous Commission Action

There has been no recent action related to the subject property by the Board of Commissioners.

Attachments

Ordinance 2017-09 (with Attachment A)
Attachment B
BHS -- Site Plans -- Ph II
Intersection Aerial
Deed Originally Transferring Land for GWP to City

ORDINANCE 2017-09

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE TRANSFER OF OWNERSHIP OF A 0.85 +/- ACRE PARCEL, LOCATED IN THE SOUTHWEST CORNER OF GRANNY WHITE PARK TO THE WILLIAMSON COUNTY BOARD OF EDUCATION

WHEREAS, a 30.86± acre parcel was conveyed to the City of Brentwood by the State of Tennessee in 1985; and

WHEREAS, said parcel has been developed and used since 1985 by the City of Brentwood as active parkland known as Granny White Park; and

WHEREAS, the City of Brentwood and the Williamson County Board of Education have agreed to the transfer of 0.85 +/- acres at the southwest corner within Granny White Park, adjacent to the Brentwood Middle School property owned by the Williamson County Board of Education; and

WHEREAS, the City of Brentwood desires to transfer ownership of said parcel to the Williamson County Board of Education, and the Board of Education has voted to accept ownership.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the transfer of ownership to the Williamson County Board of Education of a $0.85\pm$ parcel is hereby authorized, said parcel being described on Attachment A and being shown on Attachment B, said attachments being made a part of this ordinance by reference.

SECTION 2. That the Mayor is hereby authorized to execute a deed and any other necessary legal documents on behalf of the City of Brentwood to transfer ownership of said parcel in accordance with this ordinance, subject to the approval of said documents by the City Attorney.

SECTION 3. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	PLANNING COMMISSION	
PUBLIC HEA	2nd reading ARING ice published in: Tennessean (Williamson)	NOTICE OF PASSAGE Notice published in: Date of publication:	
Date	e of hearing:	EFFECTIVE DATE	
MAYOR		Recorder	Deborah Hedgepath
Approved as	s to form:		
CITY ATTOR	RNEY Roger A. Horner		

ATTACHMENT A LEGAL DESCRIPTION ORDINANCE 2017-09

Being a tract of land lying in the 15th Civil District of the City of Brentwood, Williamson County, Tennessee, and being more particularly described as follows:

BEGINNING at an existing iron rod at the intersection of the northerly property line of the property of the Williamson County Board of Education, as of record in Deed Book 261, Page 87, in the Register's Office for Williamson County, Tennessee, and the easterly right-of-way line of Granny White Pike, 75 feet in width;

Thence with the easterly right-of-way line of Granny White Pike, North 07 Degrees 07 Minutes 13 Seconds East, 195.05 feet to an iron rod set;

Thence leaving the easterly right-of-way line of Granny White Pike, with a severance line through the property of The City of Brentwood, as of record in Deed Book 566, Page 192, in the Register's Office for Williamson County, Tennessee, along a curve to the left, with an arc length of 27.49 feet, the radius of which is 30.00 feet, the central angle of which is 52 Degrees 30 Minutes 23 Seconds, the chord of which is South 55 Degrees 51 Minutes 04 Seconds East, 26.54 feet to an iron rod set;

Thence South 82 Degrees 06 Minutes 15 Seconds East, 16.49 feet to an iron rod set;

Thence along a curve to the right, with an arc length of 67.75 feet, the radius of which is 104.00 feet, the central angle of which is 37 Degrees 19 Minutes 32 Seconds, the chord of which is South 63 Degrees 26 Minutes 29 Seconds East, 66.56 feet to an iron rod set;

Thence along a curve to the right, with an arc length of 33.08 feet, the radius of which is 55.00 feet, the central angle of which is 34 Degrees 27 Minutes 37 Seconds, the chord of which is South 27 Degrees 32 Minutes 55 Seconds East, 32.58 feet to an iron rod set;

Thence South 10 Degrees 19 Minutes 06 Seconds East, 27.59 feet to an iron rod set;

Thence along a curve to the left, with an arc length of 81.79 feet, the radius of which is 75.00 feet, the central angle of which is 62 Degrees 28 Minutes 48 Seconds, the chord of which is South 41 Degrees 33 Minutes 30 Seconds East, 77.79 feet to an iron rod set;

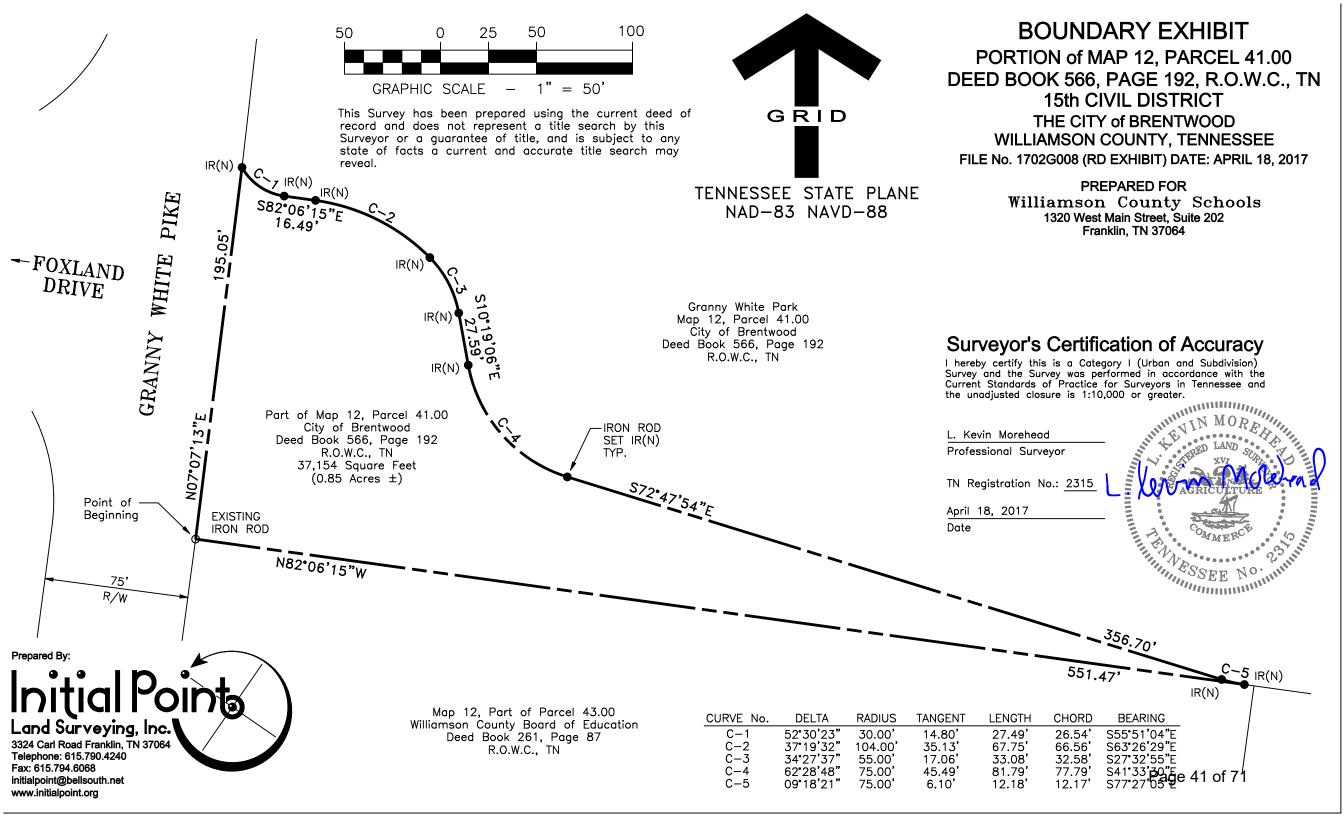
Thence South 72 Degrees 47 Minutes 54 Seconds East, 356.70 feet to an iron rod set;

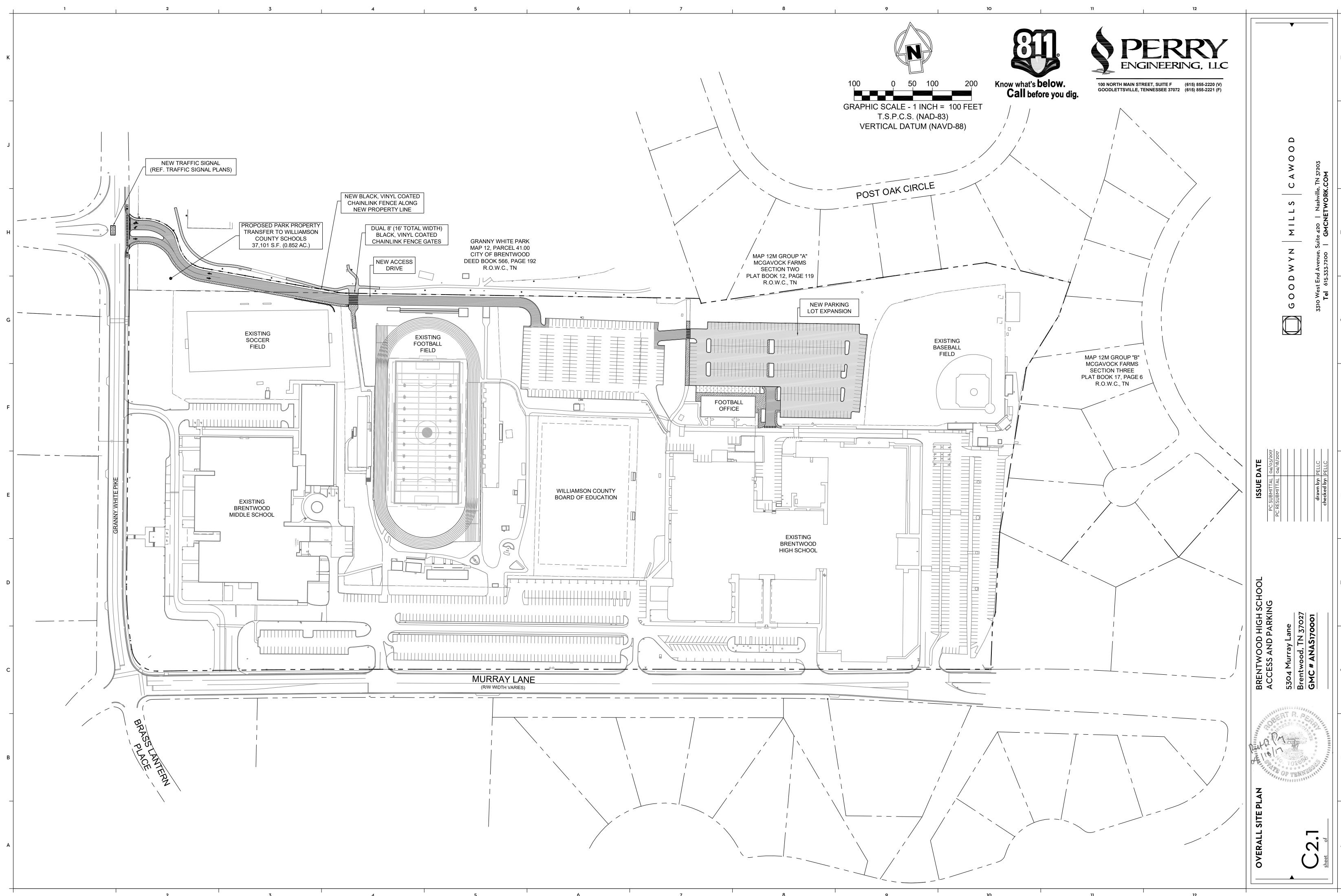
Thence along a curve to the left, with an arc length of 12.18 feet, the radius of which is 75.00 feet, the central angle of which is 09 Degrees 18 Minutes 21 Seconds, the chord of which is South 77 Degrees 27 Minutes 05 Seconds East, 12.17 feet to an iron rod set in the northerly property line of said Williamson County Board of Education;

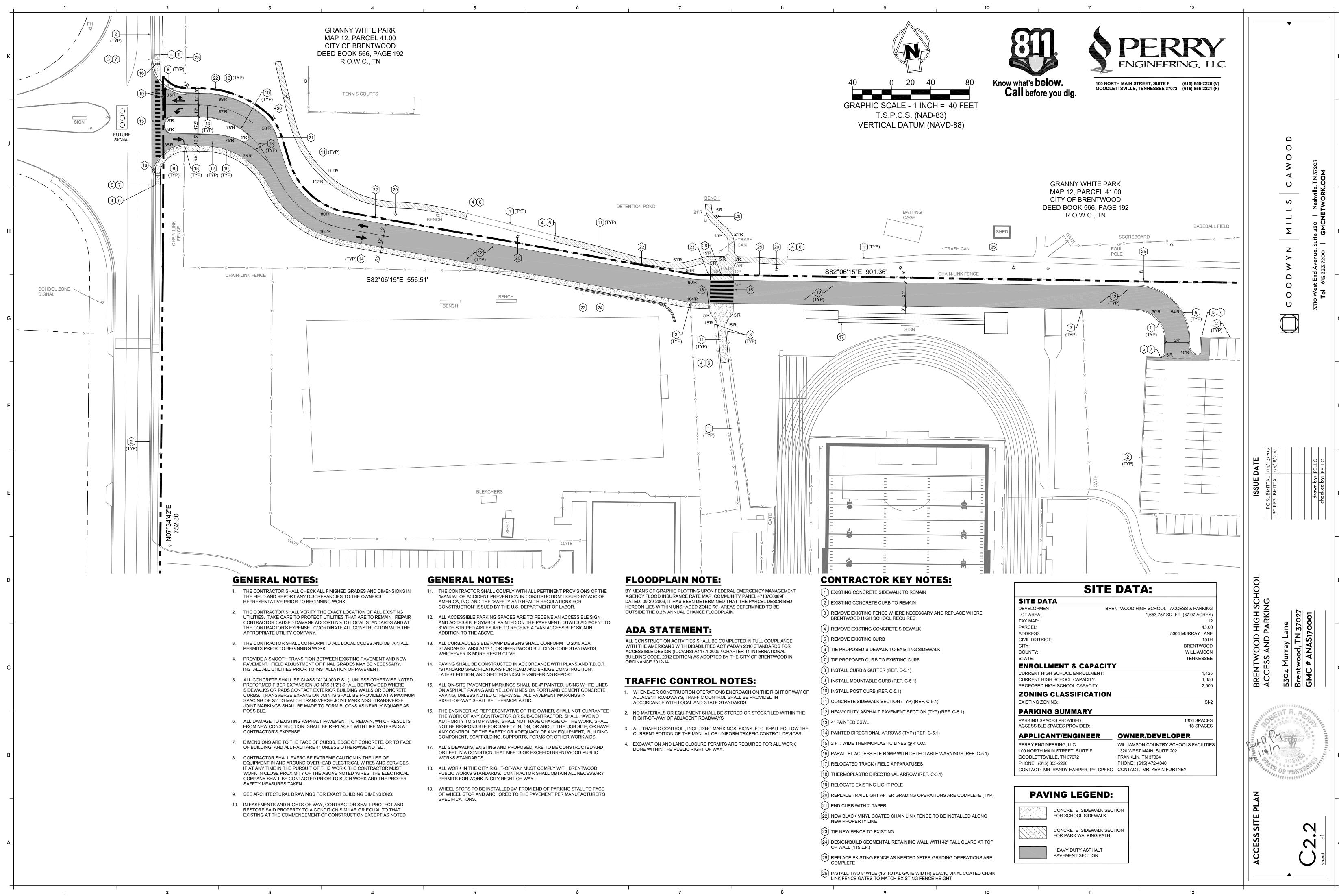
Thence with the northerly property line of the Williamson County Board of Education, North 82 Degrees 06 Minutes 15 Seconds West, 551.47 feet to the POINT OF BEGINNING.

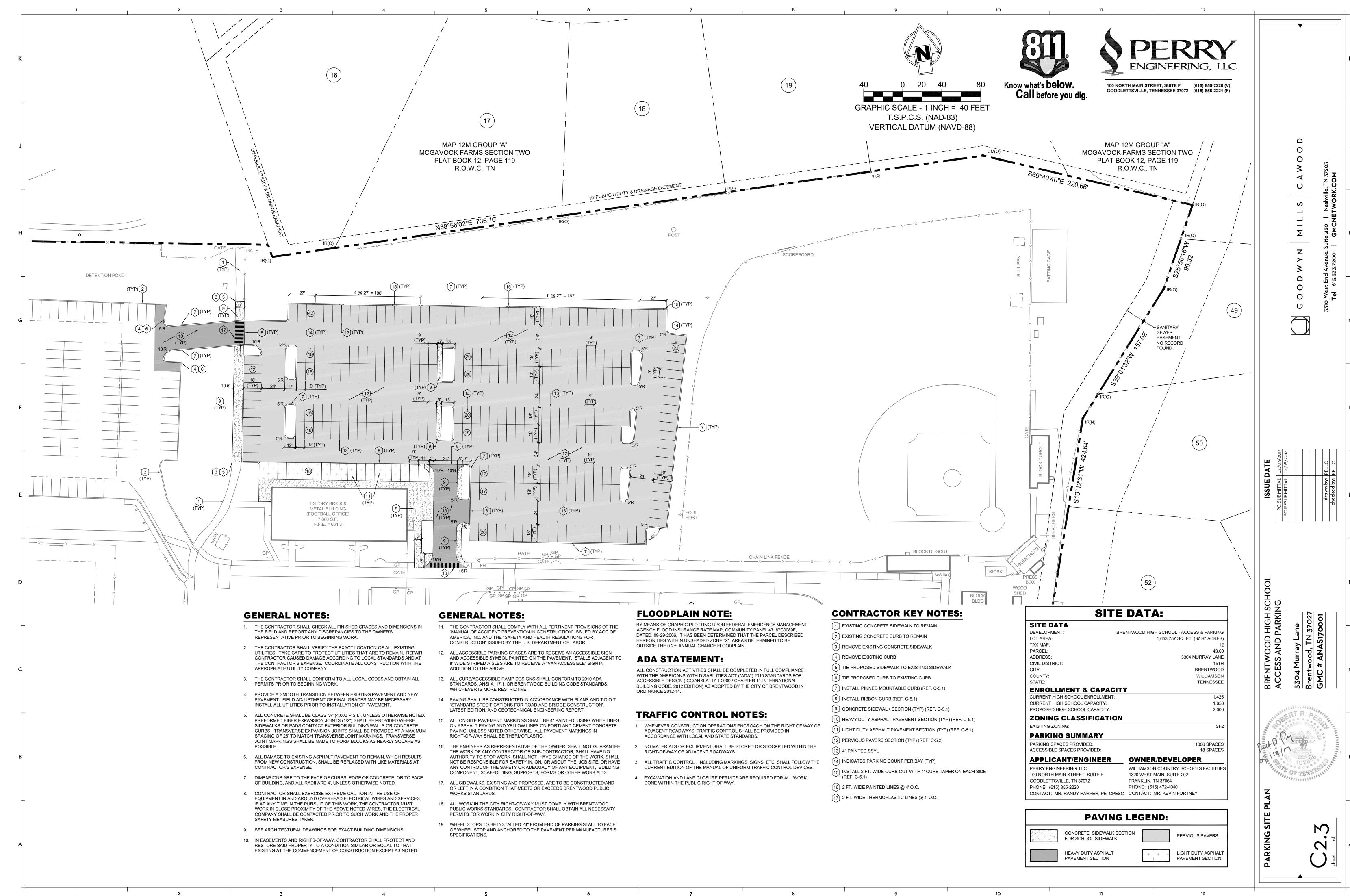
Containing 37,154 Square Feet (0.85 Acres more or less).

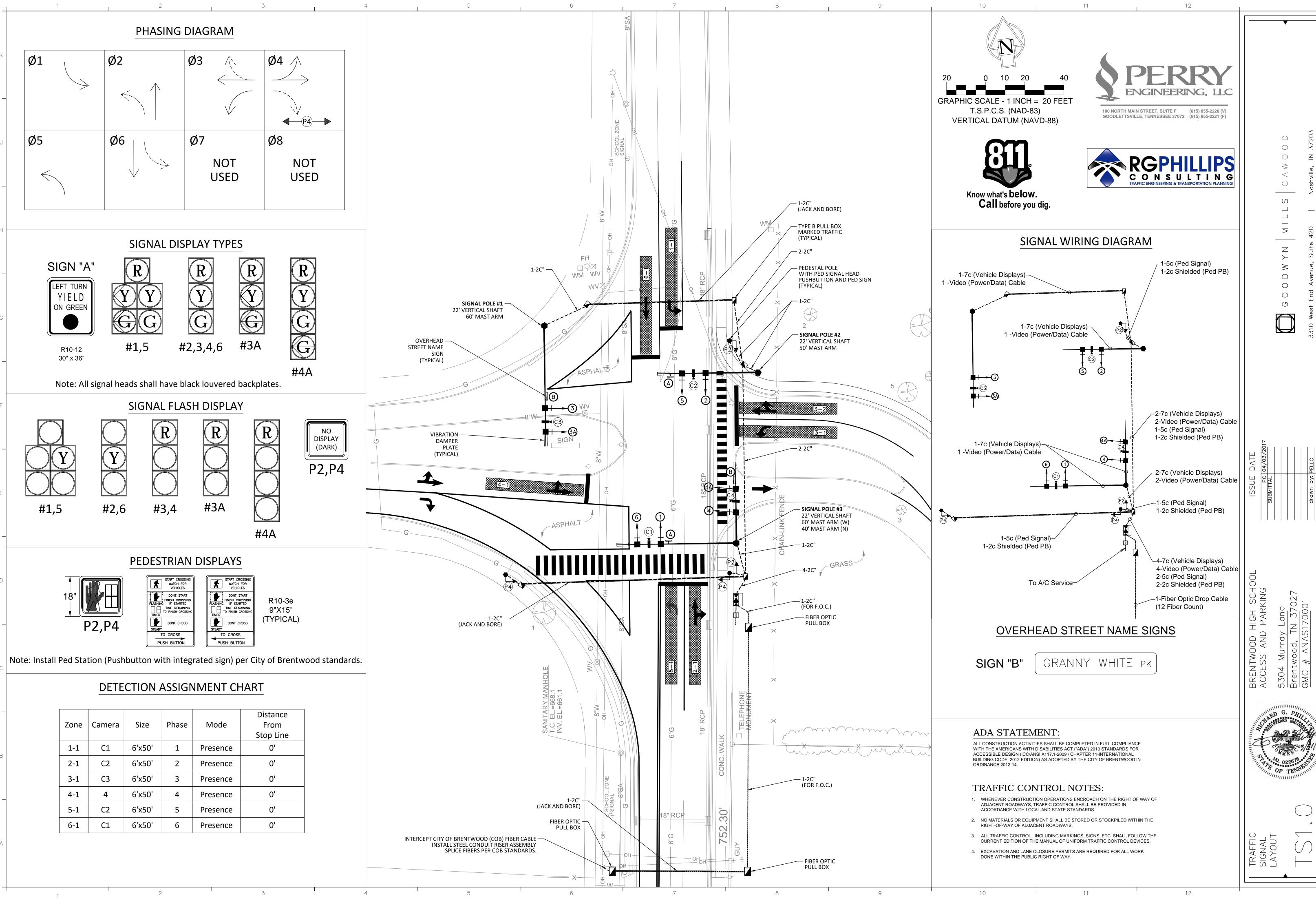
Being a portion of the same property conveyed to of The City of Brentwood, as of record in Deed Book 566, Page 192, in the Register's Office for Williamson County, Tennessee.



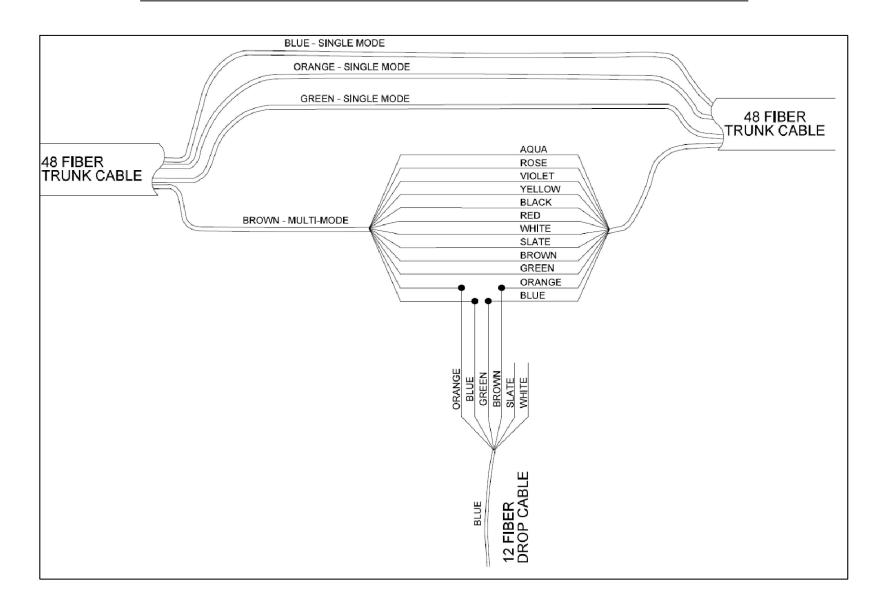




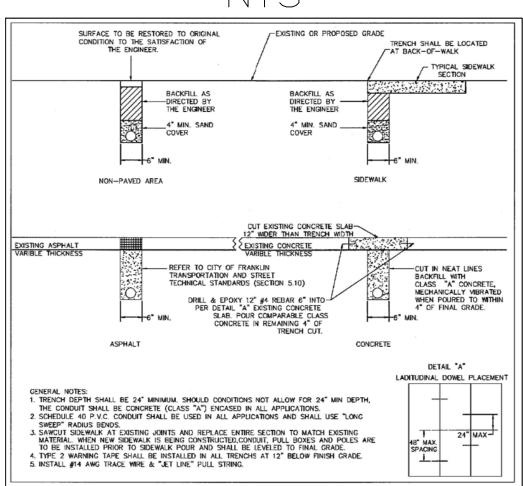




FIBER OPTIC SPLICE DETAIL



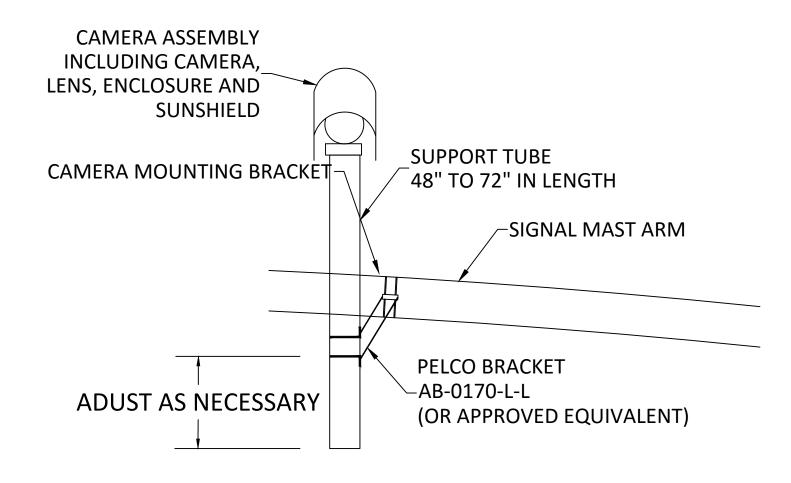
TRENCH AND CONDUIT PLACEMENT DETAIL NTS



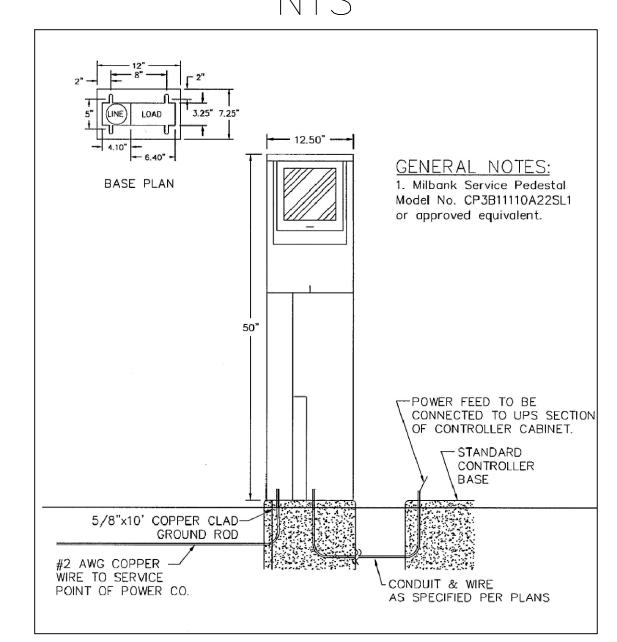
<u>VIDEO CAMERA MOUNTING DETAIL</u> NTS

Know what's below.

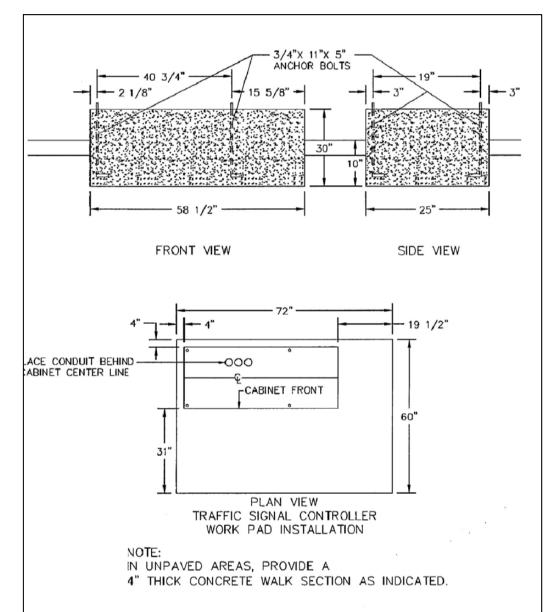
Call before you dig.



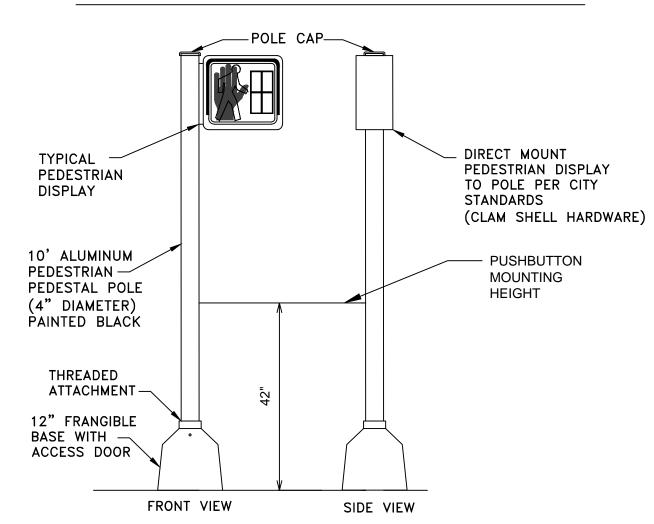
ELECTRICAL SERVICE DETAIL



UPS SIGNAL CABINET FOUNDATION DETAIL NTS



PEDESTAL POLE DETAIL

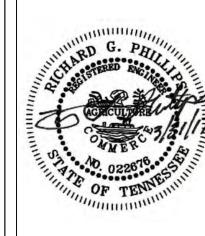




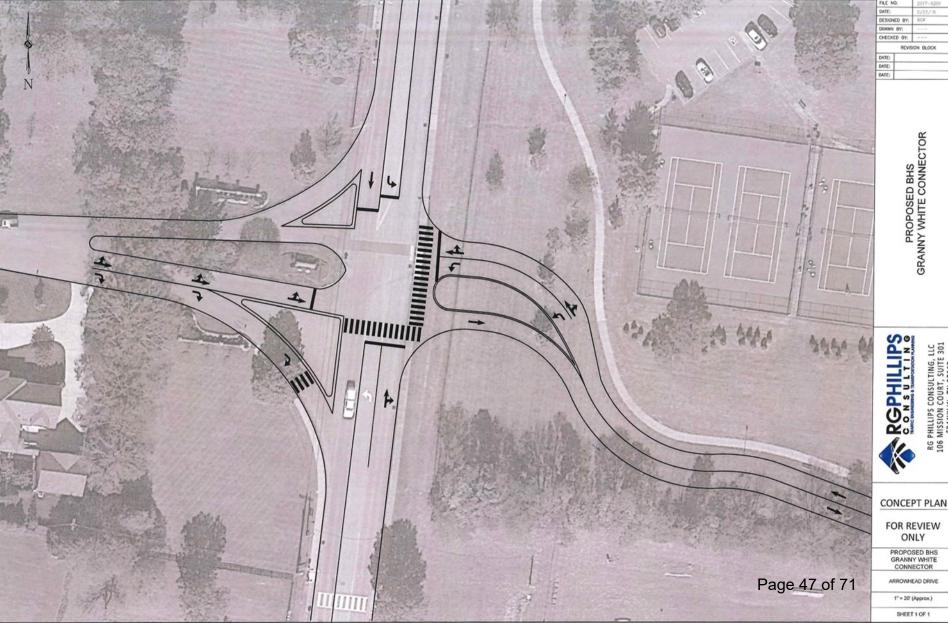
0 0 0 M X N

ISSUE DATE
PC 04/03/2017
SUBMITTAL

BRENTWOOD HIGH SCHOOL ACCESS AND PARKING 5304 Murray Lane Brentwood, TN 37027 GMC # ANAS170001



SIGNAL DETAILS



REVISION BLOCK

PROPOSED BHS GRANNY WHITE CONNECTOR

This Instrument Prepared By: State of Tennessee Office of Planning and Development Suite 1700, James K. Polk Building Nashville, Tennessee 37219-5181

VOL 566 MSE 192

QUITCLAIM DEED

For and in consideration of the sum of Five Hundred Thousand Dollars (\$500,000.00) cash in hand paid, the receipt of which is hereby acknowledged, the State of Tennessee, acting by the Commissioner of the Department of Finance and Administration, with the approval of the Governor and the Attorney General, acting under the authority of Tennessee Code Annotated, Section 12-2-112, hereby quitclaims all its rights, title and interest unto the City of Brentwood, the following described real estate located in the County of Williamson, Tennessee, and being more particularly described as follows:

Land lying wholly within the Fifteenth Civil District of Williamson County, Tennessee and more particularly described according to a survey made by Edward L. Adams, R.L.S. #1139, dated August 22, 1985 as follows, to-wit:

Beginning at an iron pin located in the centerline of an abandoned road, said iron pin further described as being the Southeast corner of Thomas W. Holzen as recorded in Deed Book 498, page 336, R.O.W.C. and being the Northeast corner of the herein described property; thence continuing with the centerline of said abandoned road South 55 degrees 58' 13" East 429.00 feet to an iron pin; thence South 43 degrees 09' 22" East 132.00 feet to an iron pin; thence South 36 degrees 31' 32" East 641.00 feet to an iron pin located in the north line of the Williamson County Board of Education property as recorded in Deed Book 175, page 9 R.O.W.C.; thence leaving said abandoned road and continuing with the north line of the Board of Education property South 73 degrees 03' 35" West 1503.37 feet to a railroad spike located in the centerline of Granny White Pike; thence with the same North 17 degrees 06' 41" West 1025.50 feet to a railraod spike; thence leaving said road and running generally with a fence North 71 degrees 16' 11" East 963.57 feet to the point of beginning, containing 30.86 acres, more or less.

The tract of land hereinabove described is all of the property conveyed to the State of Tennessee by deed from John Oman, Jr., et ux, of record in Deed Book 85, page 419, Register's Office of Williamson County, Tennessee, and includes all of the property heretofore conveyed by deed from E. A. Robertson, et ux, of record in Deed Book 83, page 500, Register's Office of Williamson County, Tennessee and includes all of the property heretofore conveyed to John Oman, Jr. by deed of Blanch P. Smith of record in Deed Book 83, page 499, Register's Office of Williamson County, Tennesse.

\$ X

Said property is subject to the conveyance of E. A. Robertson to the Tennessee Electric Power Company of record in Deed Book 64, page 184, in the Register's Office of Williamson County, Tennessee, conveying a certain electric line and an easement for ingress and egress for maintenance of said line.

This conveyance is subject to the following condition that the City of Brentwood, Williamson County, Tennessee will not transfer or sell any interest to a third party with the exception of easements necessary for electrical, sewer or roadway in the above described property for a period of ten (10) years.

TO HAVE AND TO HOLD said real estate, together with all improvements thereon, unto the City of Brentwood, Williamson County, Tennessee forever.

IN WITNESS WHEREOF, the signature of the STATE OF TENNESSEE has been hereunto affixed by the Commissioner of Finance and Administration, with the approval of the Governor and the Attorney General, as evidenced by their signatures hereunto affixed this the <u>JGTH</u> day of <u>SEPTEMBER</u>, 1985.

STATE OF TENNESSEE

BY: 14cbet Lh Calloy

Finance & Administration

APPROVED:

Attorney Genera

STATE OF TENNESSEE) COUNTY OF DAVIDSON)

Before me, HAROLD L. COBB, of the State and County aforesaid, personally appeared Hubert Mc under, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Commissioner of Finance and Administration, and that he as such Commissioner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the State of Tennessee by himself as Commissioner.

Horal Y Call

My Commission Expires:

4/19/87

STATE OF TENNESSEE
J.D. BEHNETT, JR.
REGISTER OF DEEDS
1985 DEC 16 PH 3: 35

Note Book 37 Page 32

isecord Book 506 Page 192

State Tax Fee Recording 200

Rec. Not 30/4 Total Pd.

Brentwood City Commission Agenda

Meeting Date: 05/08/2017

Ordinance 2017-10 - An Ordinance Rezoning 0.85 +/- Acres Transferred to Williamson County

Schools pursuant to Ordinance 2017-09

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Ordinance 2017-10 - Rezoning of 0.85 acres of land that currently lies in the southwest corner of Granny White Park from the SI-3 (Service Institution -- Cultural, Recreational, and Governmental) zoning district to the SI-2 (Service Institution -- Educational) zoning district.

Background

Ordinance 2017-10 requests the rezoning of 0.85 +/- acres of land that will be transferred to Williamson County Schools (WCS) subject to City Commission approval of Ordinance 2017-09. The proposed land rezoning is from the SI-3 (Service Institution - Cultural, Recreational, and Governmental) zoning district to the SI-2 (Service Institution - Educational) zoning district. The subject property is located in the southwest corner of Granny White Park, east of Granny White Pike, and adjacent to the common property boundary with Brentwood Middle School.

WCS will construct a new drive across the land to provide access to the rear parking lots at Brentwood High School. Construction of the access drive and installation of the new traffic signal should relieve some of the traffic congestion currently occurring during peak hours on Murray Lane and Granny White Pike.

Ordinance 2017-10 is a companion to Ordinance 2017-09, which proposes transfer of ownership of 0.85 +/- acres in Granny White Park to WCS. Ordinance 2017-09 is also included as part of the agenda for the May 8 City Commission meeting. Approval of Ordinance 2017-10 will be contingent upon final approval of Ordinance 2017-09.

On May 1st the Park Board voted unanimously to endorse the proposed transfer of the 0.85 acres to WCS. Also on that date, the Planning Commission voted unanimously to approve Phase II of the Brentwood High expansion plan, which included the construction of the access drive from Granny White Pike to the rear parking lots at the school.

If approved on first reading, the proposed ordinance will be added to the June 5th Planning Commission agenda for its review and recommendation. Prior to that meeting, City staff will conduct a community meeting with adjacent property owners within 1,000 feet of the project to explain the proposed rezoning and to answer any technical questions regarding the tract. A public hearing on the ordinance is scheduled for June 13th, with second and final reading to be held June 26. Note that Ordinance 2017-09 does not require Planning Commission consideration or a public hearing, so it is scheduled for consideration on second and final reading at the May 22,

2017 meeting.

If you have any questions or require additional information, please contact the Planning and Codes Director.

Staff Recommendation

Staff has reviewed the proposed rezoning application and the associated plans and has found that they comply with the applicable provisions of the Zoning Ordinance for consideration by the Board of Commissioners.

Previous Commission Action

There has been no previous action by the Board of Commissioners regarding the subject property.

Fiscal Impact

Attachments

Ordinance 2017-10 (with Attachment A)

Attachment B

PC Approved Site Plans

Intersection Aerial

Deed Originally Transferring Land for GWP to City

ORDINANCE 2017-10

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AMEND THE ZONING ORDINANCE, SAME BEING CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD, BY CHANGING THE PRESENT ZONING CLASSIFICATION FOR CERTAIN PROPERTY LOCATED ON THE EAST SIDE OF GRANNY WHITE PIKE ADJACENT TO THE NORTHERN BOUNDARY OF PROPERTY OWNED BY WILLIAMSON COUNTY SCHOOLS FROM THE SI-3 (SERVICE INSTITUTION – CULTURAL, RECREATIONAL AND GOVERNMENTAL) ZONING DISTRICT TO THE SI-2 (SERVICE INSTITUTION – EDUCATIONAL) ZONING DISTRICT, SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED IN THE PROPERTY DESCRIPTION ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE AND SHOWN ON THE MAP ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE; AND TO AMEND THE OFFICIAL ZONING MAP ACCORDINGLY

BE IT ORDAINED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the present zoning classification for certain property located on the east side of Granny White Pike adjacent to the northern boundary of property owned by Williamson County Schools is hereby changed from the SI-3 (Service Institution – Cultural, Recreational and Governmental) zoning district to the SI-2 (Service Institution – Educational) zoning district,; said property being more particularly described in the property description attached hereto as "Attachment A" and made a part of this ordinance by reference, and being more particularly shown on the map attached hereto as "Attachment B" and made a part of this ordinance by reference.

SECTION 2. That the official zoning map be and the same shall hereby be amended accordingly.

SECTION 3. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	-	PLANNING COMMISSION	-
PUBLIC HEAD	2nd reading		NOTICE OF PASSAGE Notice published in: Date of publication:	
		nessean (Williamson)	Dute of publication.	
	of publication: of hearing:		EFFECTIVE DATE	
MAYOR			RECORDER	Deborah Hedgepatl
Approved as	to form:			
CITY ATTORI	NEY	Roger A. Horner		

ATTACHMENT A LEGAL DESCRIPTION ORDINANCE 2017-10

Being a tract of land lying in the 15th Civil District of the City of Brentwood, Williamson County, Tennessee, and being more particularly described as follows:

BEGINNING at an existing iron rod at the intersection of the northerly property line of the property of the Williamson County Board of Education, as of record in Deed Book 261, Page 87, in the Register's Office for Williamson County, Tennessee, and the easterly right-of-way line of Granny White Pike, 75 feet in width;

Thence with the easterly right-of-way line of Granny White Pike, North 07 Degrees 07 Minutes 13 Seconds East, 195.05 feet to an iron rod set;

Thence leaving the easterly right-of-way line of Granny White Pike, with a severance line through the property of The City of Brentwood, as of record in Deed Book 566, Page 192, in the Register's Office for Williamson County, Tennessee, along a curve to the left, with an arc length of 27.49 feet, the radius of which is 30.00 feet, the central angle of which is 52 Degrees 30 Minutes 23 Seconds, the chord of which is South 55 Degrees 51 Minutes 04 Seconds East, 26.54 feet to an iron rod set;

Thence South 82 Degrees 06 Minutes 15 Seconds East, 16.49 feet to an iron rod set;

Thence along a curve to the right, with an arc length of 67.75 feet, the radius of which is 104.00 feet, the central angle of which is 37 Degrees 19 Minutes 32 Seconds, the chord of which is South 63 Degrees 26 Minutes 29 Seconds East, 66.56 feet to an iron rod set;

Thence along a curve to the right, with an arc length of 33.08 feet, the radius of which is 55.00 feet, the central angle of which is 34 Degrees 27 Minutes 37 Seconds, the chord of which is South 27 Degrees 32 Minutes 55 Seconds East, 32.58 feet to an iron rod set;

Thence South 10 Degrees 19 Minutes 06 Seconds East, 27.59 feet to an iron rod set;

Thence along a curve to the left, with an arc length of 81.79 feet, the radius of which is 75.00 feet, the central angle of which is 62 Degrees 28 Minutes 48 Seconds, the chord of which is South 41 Degrees 33 Minutes 30 Seconds East, 77.79 feet to an iron rod set;

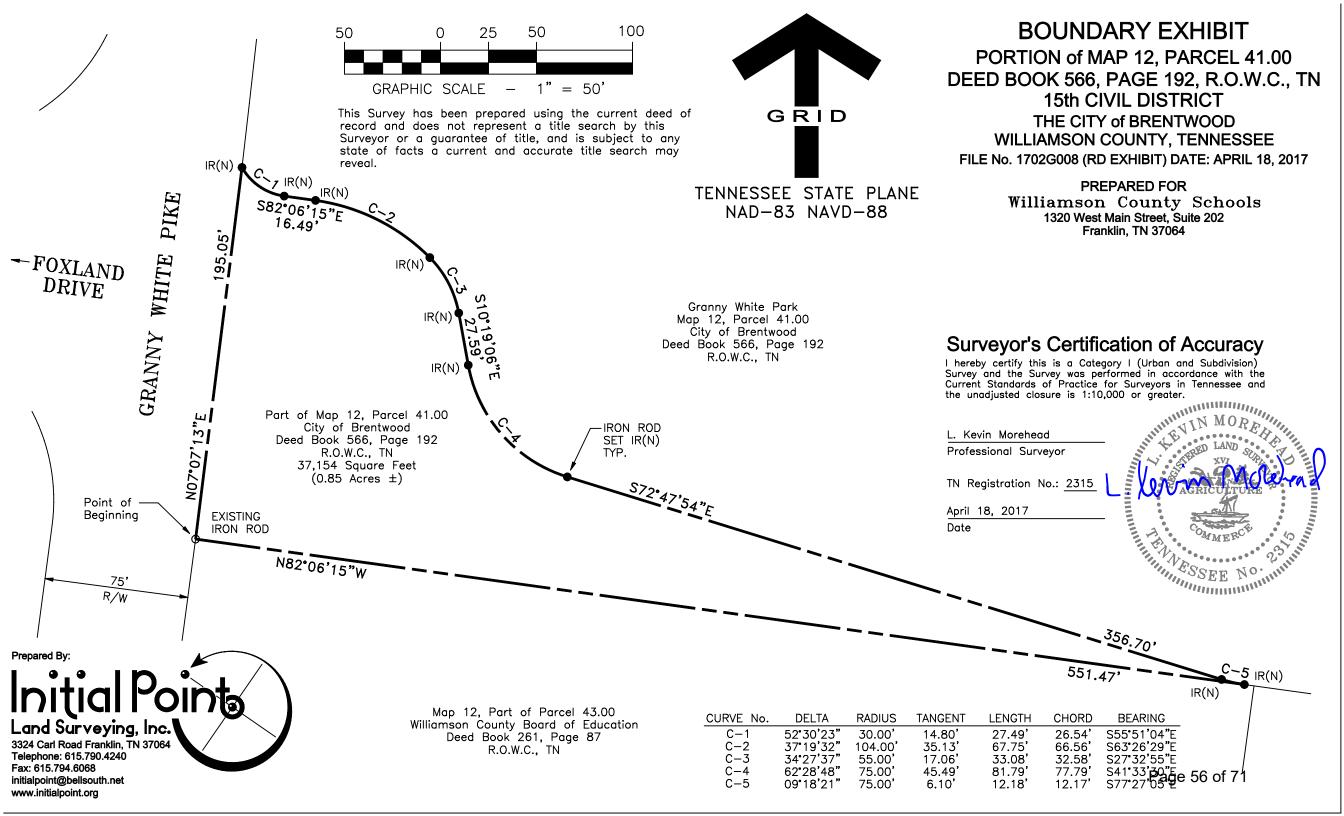
Thence South 72 Degrees 47 Minutes 54 Seconds East, 356.70 feet to an iron rod set;

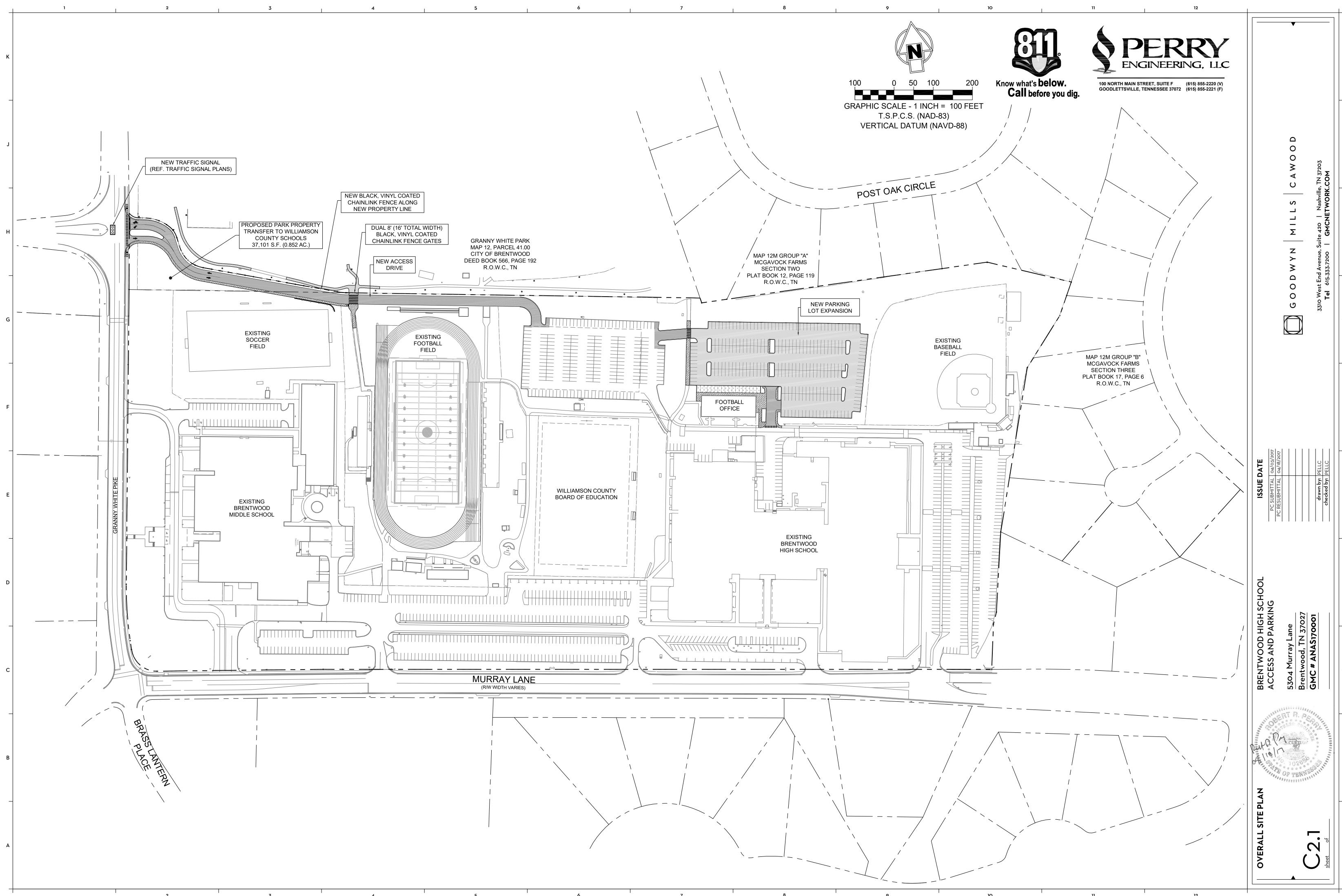
Thence along a curve to the left, with an arc length of 12.18 feet, the radius of which is 75.00 feet, the central angle of which is 09 Degrees 18 Minutes 21 Seconds, the chord of which is South 77 Degrees 27 Minutes 05 Seconds East, 12.17 feet to an iron rod set in the northerly property line of said Williamson County Board of Education;

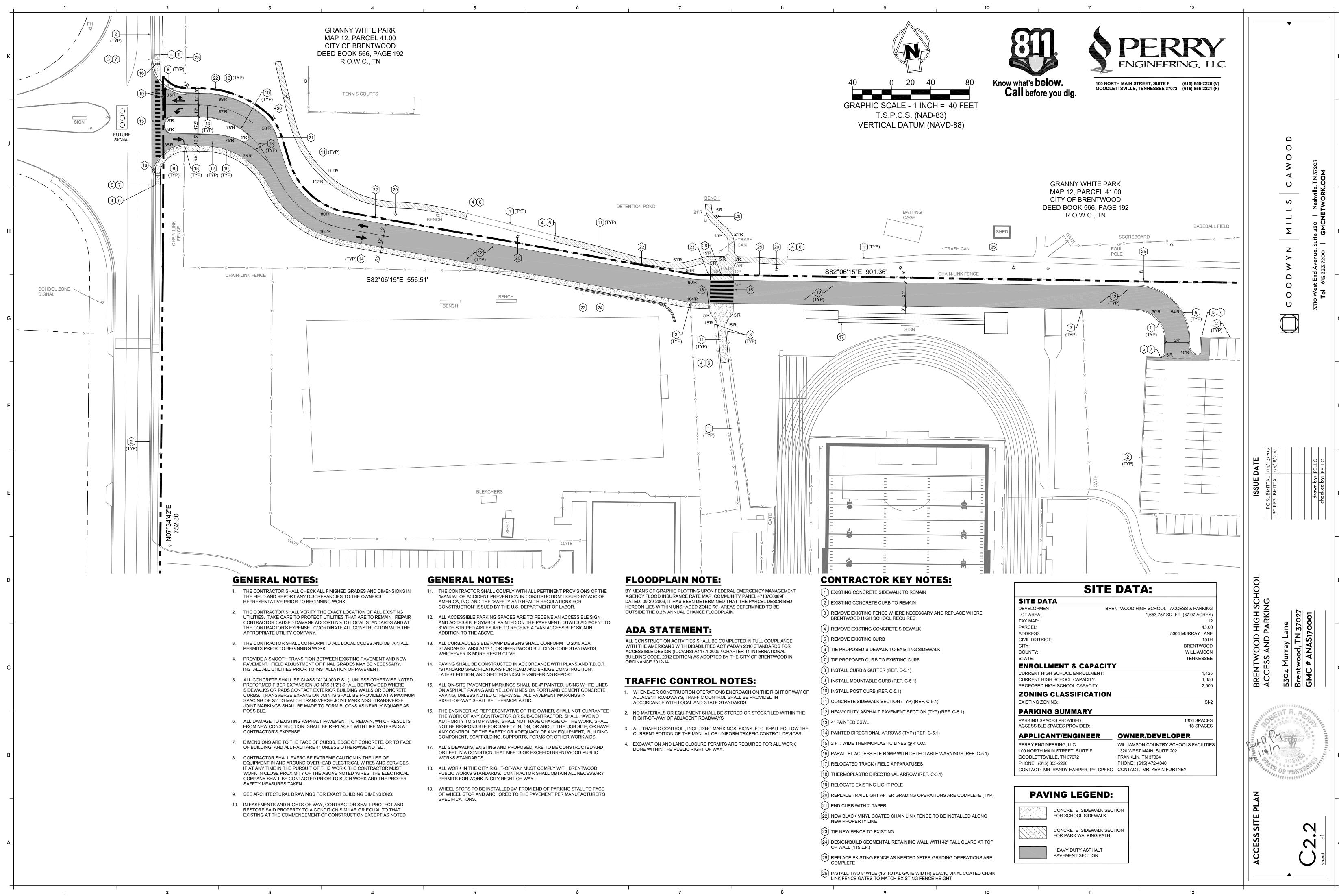
Thence with the northerly property line of the Williamson County Board of Education, North 82 Degrees 06 Minutes 15 Seconds West, 551.47 feet to the POINT OF BEGINNING.

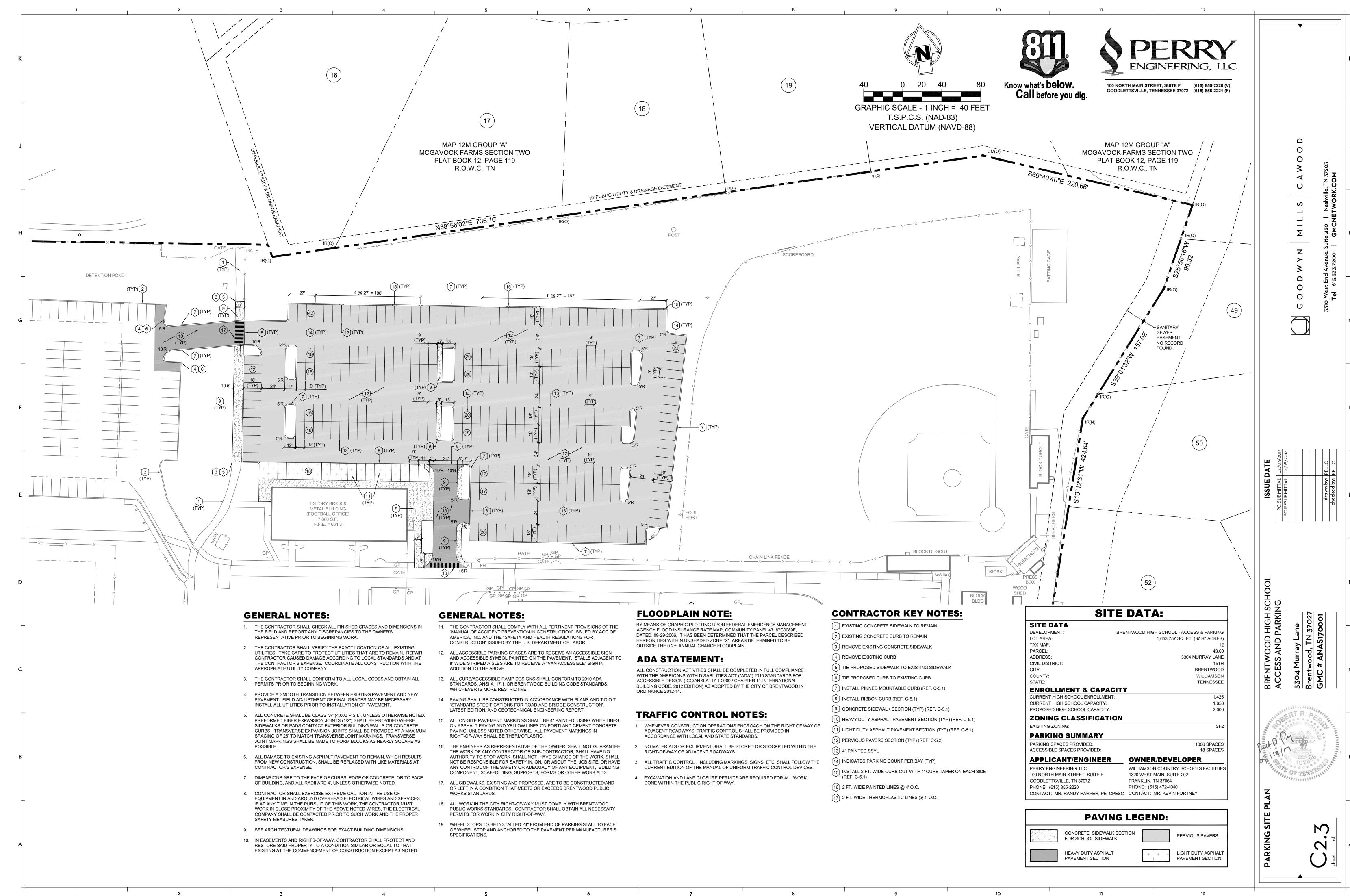
Containing 37,154 Square Feet (0.85 Acres more or less).

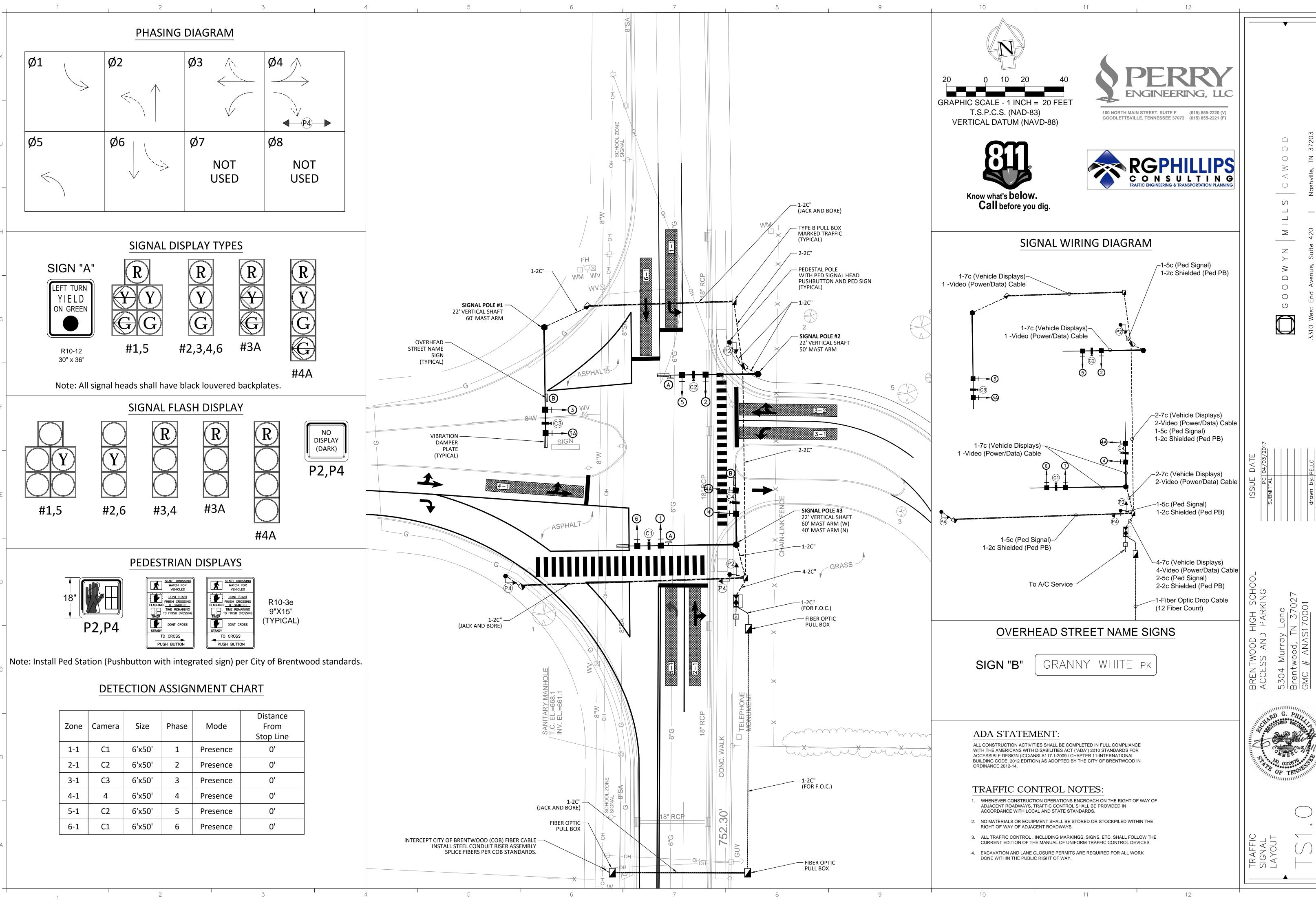
Being a portion of the same property conveyed to of The City of Brentwood, as of record in Deed Book 566, Page 192, in the Register's Office for Williamson County, Tennessee.



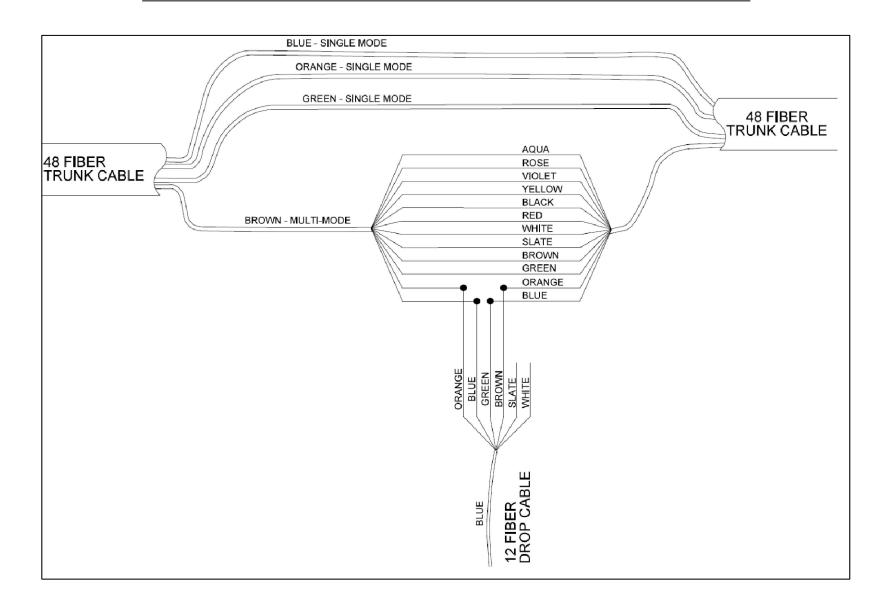




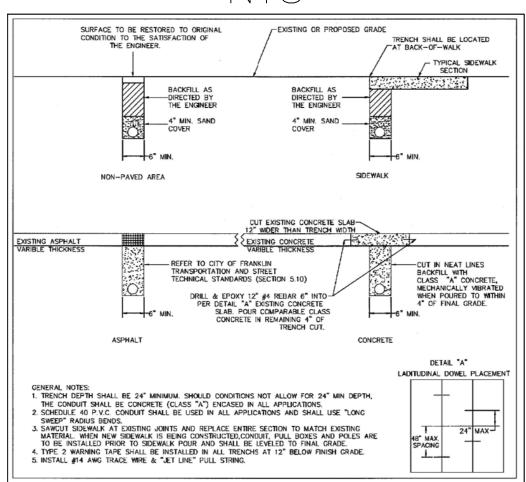




FIBER OPTIC SPLICE DETAIL



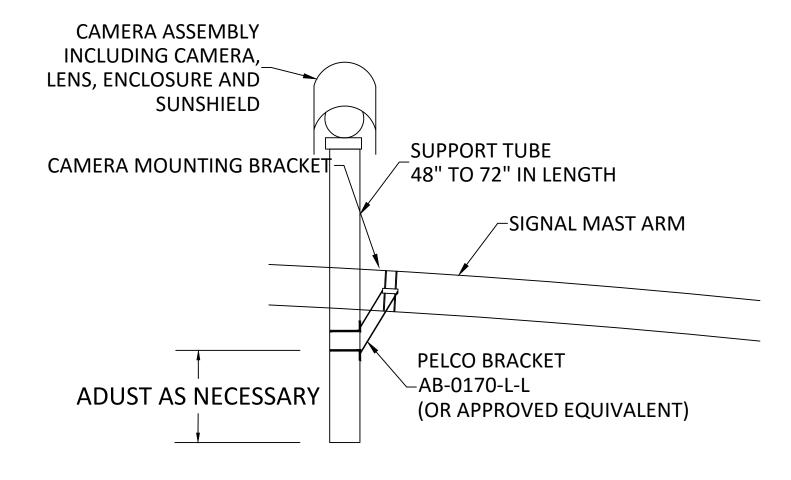
TRENCH AND CONDUIT PLACEMENT DETAIL NTS



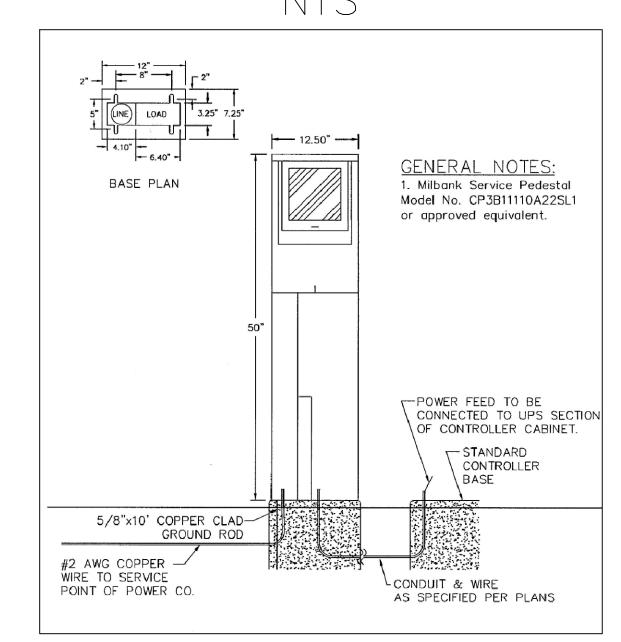
VIDEO CAMERA MOUNTING DETAIL NTS

Know what's below.

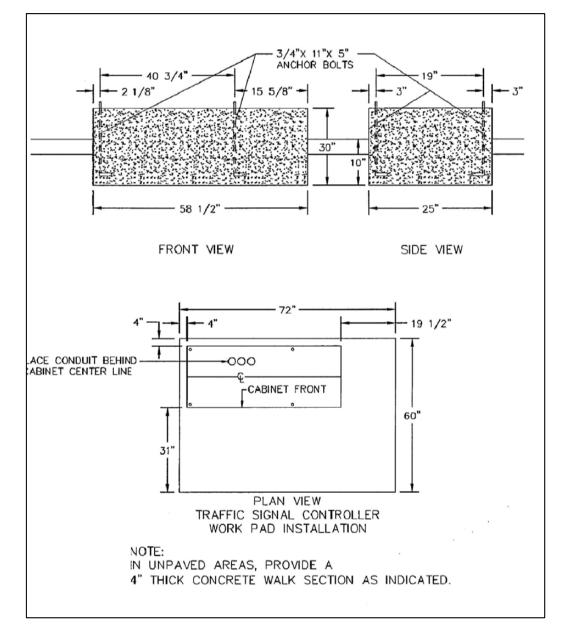
Call before you dig.



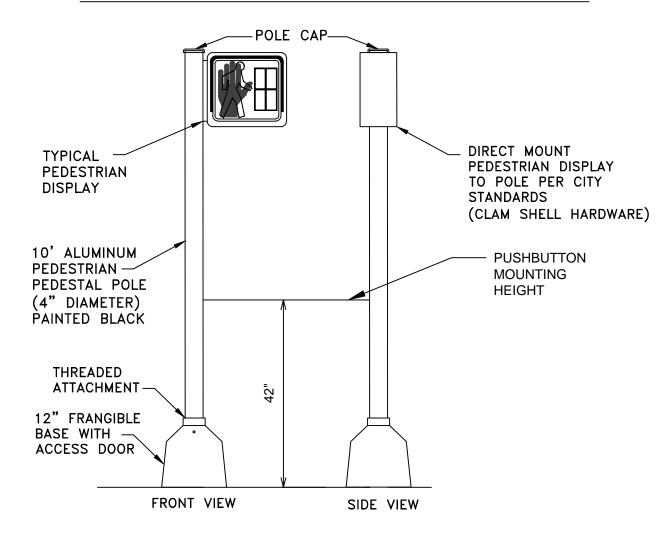
ELECTRICAL SERVICE DETAIL



UPS SIGNAL CABINET FOUNDATION DETAIL NTS

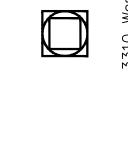


PEDESTAL POLE DETAIL



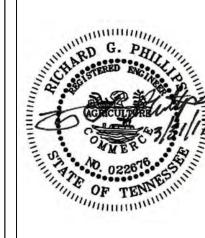


GOODWYN MILLS

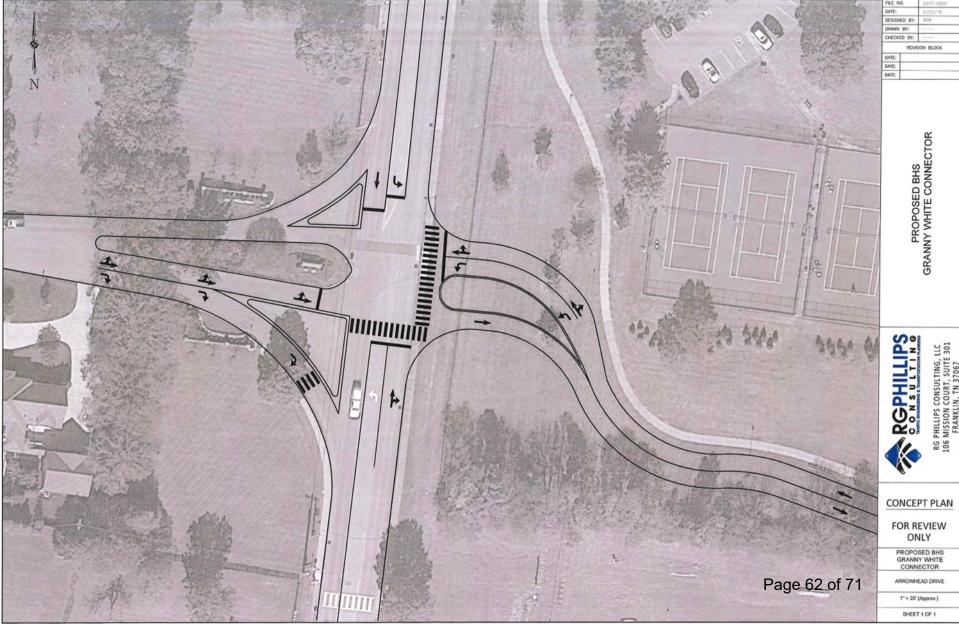


ISSUE DATE
PC 04/03/2017
SUBMITTAL

BRENTWOOD HIGH SCHOOL ACCESS AND PARKING 5304 Murray Lane Brentwood, TN 37027 GMC # ANAS170001



SIGNAL DETAILS



This Instrument Prepared By: State of Tennessee Office of Planning and Development Suite 1700, James K. Polk Building Nashville, Tennessee 37219-5181

VOL 568 MGE 192

QUITCLAIM DEED

For and in consideration of the sum of Five Hundred Thousand Dollars (\$500,000.00) cash in hand paid, the receipt of which is hereby acknowledged, the State of Tennessee, acting by the Commissioner of the Department of Finance and Administration, with the approval of the Governor and the Attorney General, acting under the authority of Tennessee Code Annotated, Section 12-2-112, hereby quitclaims all its rights, title and interest unto the City of Brentwood, the following described real estate located in the County of Williamson, Tennessee, and being more particularly described as follows:

Land lying wholly within the Fifteenth Civil District of Williamson County, Tennessee and more particularly described according to a survey made by Edward L. Adams, R.L.S. #1139, dated August 22, 1985 as follows, to-wit:

Beginning at an iron pin located in the centerline of an abandoned road, said iron pin further described as being the Southeast corner of Thomas W. Holzen as recorded in Deed Book 498, page 336, R.O.W.C. and being the Northeast corner of the herein described property; thence continuing with the centerline of said abandoned road South 55 degrees 58' 13" East 429.00 feet to an iron pin; thence South 43 degrees 09' 22" East 132.00 feet to an iron pin; thence South 36 degrees 31' 32" East 641.00 feet to an iron pin located in the north line of the Williamson County Board of Education property as recorded in Deed Book 175, page 9 R.O.W.C.; thence leaving said abandoned road and continuing with the north line of the Board of Education property South 73 degrees 03' 35" West 1503.37 feet to a railroad spike located in the centerline of Granny White Pike; thence with the same North 17 degrees 06' 41" West 1025.50 feet to a railraod spike; thence leaving said road and running generally with a fence North 71 degrees 16' 11" East 963.57 feet to the point of beginning, containing 30.86 acres, more or less.

The tract of land hereinabove described is all of the property conveyed to the State of Tennessee by deed from John Oman, Jr., et ux, of record in Deed Book 85, page 419, Register's Office of Williamson County, Tennessee, and includes all of the property heretofore conveyed by deed from E. A. Robertson, et ux, of record in Deed Book 83, page 500, Register's Office of Williamson County, Tennessee and includes all of the property heretofore conveyed to John Oman, Jr. by deed of Blanch P. Smith of record in Deed Book 83, page 499, Register's Office of Williamson County, Tennesse.

\$ X

Said property is subject to the conveyance of E. A. Robertson to the Tennessee Electric Power Company of record in Deed Book 64, page 184, in the Register's Office of Williamson County, Tennessee, conveying a certain electric line and an easement for ingress and egress for maintenance of said line.

This conveyance is subject to the following condition that the City of Brentwood, Williamson County, Tennessee will not transfer or sell any interest to a third party with the exception of easements necessary for electrical, sewer or roadway in the above described property for a period of ten (10) years.

TO HAVE AND TO HOLD said real estate, together with all improvements thereon, unto the City of Brentwood, Williamson County, Tennessee forever.

IN WITNESS WHEREOF, the signature of the STATE OF TENNESSEE has been hereunto affixed by the Commissioner of Finance and Administration, with the approval of the Governor and the Attorney General, as evidenced by their signatures hereunto affixed this the <u>JGTH</u> day of <u>SEPTEMBER</u>, 1985.

STATE OF TENNESSEE

BY: Hebet Lhe Collord

Finance & Administration

APPROVED:

Attorney Genera

STATE OF TENNESSEE) COUNTY OF DAVIDSON)

Before me, HAROLD L. COBB, of the State and County aforesaid, personally appeared Hubert Mc under, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Commissioner of Finance and Administration, and that he as such Commissioner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the State of Tennessee by himself as Commissioner.

Notary Public

My Commission Expires:

4/19/87

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Brentwood City Commission Agenda

Meeting Date: 05/08/2017

Resolution 2017-29 - Contribution to Williamson County School District for Brentwood High

and Middle School Campus Expansion

Submitted by: Kirk Bednar, Administration

Department: Administration

Information

Subject

Resolution 2017-29 - Contribution to Williamson County School District for Brentwood High and Middle School Campus Expansion

Background

In an effort to address school capacity needs in Brentwood, the Williamson County School District has developed a long-term facilities plan that includes improvements at the combined Brentwood High/Middle school campus. These improvements include athletic field improvements, construction of an additional parking lot and a new access drive from Granny White Pike, and construction of a three story education building targeted primarily at middle and high school science, technology, and math courses. The building will increase the capacity of Brentwood High School from 1,628 students to 2,000. The cost of this project is currently estimated in excess of \$17 million.

This project at BHS/BMS is one of several pending Williamson County school capital projects that is up for funding consideration by the Williamson County Commission at its May 8, 2017 meeting. Unfortunately, due to the timing of existing debt payments and current revenue resources, there is uncertainty whether the County Commission will be able to approve funding for this project at its May 8, 2017 meeting. The Williamson County School Superintendent has stated that if the project is not funded on May 8, construction of the improvements will not be completed in time for the start of the 2018-19 school year. The resulting delay in the project will necessitate a school attendance rezoning plan that would impact several hundred students currently attending school at Scales Elementary, Brentwood Middle, Brentwood High, and Ravenwood High schools.

The Williamson County Schools Director has requested the City of Brentwood's consideration of a one-time contribution of \$2.4 million from available Adequate Facilities Tax funds to assist the school district in cash flowing this project in a manner that would facilitate County Commission approval at its meeting on May 8.

As background, effective July 1, 2007, the Williamson County Commission authorized

the collection of an Adequate Schools Facilities Tax of \$1.00 per square foot of finished (or space that could be finished into) living space that is constructed in new residential dwellings permitted in the County. Under this private act, 30% of the total collections must be redistributed back to those incorporated cities of the county with a capital improvements program, and distributed on a per capita basis based on the last federal or certified special census. Under the law, the funds must be used for needed public facility improvements caused by the impact of new development.

Through the end of FY 2016, the City had collected a total of almost \$4 million from this county imposed tax. Of this amount, a total of \$2,250,000 has been appropriated for use in development of Phases 1 and 2 of Smith Park. Based on projected collections through June 30, 2017, it is estimated that the fund balance in the Adequate Facilities Tax Fund at the end of FY 2017 will be approximately \$2,350,000 (see attached Adequate Facilities Tax Fund cash flow report). No portion of this available fund balance is currently programmed as part of the City's proposed FY 2018-2023 Capital Improvements Plan.

Staff believes use of the unobligated balance of the Adequate Facilities Tax Fund would be the appropriate source for any funds to be contributed by the City. However, staff also believes this presents a good opportunity to formalize a closer working relationship between the school district and the City's Park Department relative to shared use of school district athletic facilities for the benefit of general park user groups. Therefore, in discussing a possible City contribution to the school district for the BHS/BMS expansion project, City staff and school district staff have tentatively agreed upon the following shared athletic facility use and other property related items that would be of general benefit to Brentwood:

- 1. Park Department access to schedule use of the artificial turf field at BHS during non-school hours when not in use by the school district.
- 2. Park Department access to schedule use of the tennis courts at Ravenwood High School during non-school hours when the courts are not in use by the school district.
- 3. Transfer of ownership of the land on which the Woodland Middle School baseball and multi-purpose fields sit, provided the school district will have priority access for school related activities.
- 4. School district agreement to coordinate with the City on future development of athletic facilities at the Split Log Road middle school site with the goal, subject to approval by both parties a full joint use/development agreement for those facilities.
- 5. School district agreement to grant the City a future public sewer easement on the Scales Elementary School property to allow the City to make the existing private sewer line on the school property a public sewer line and facilitate future elimination of an existing sewer pump station in the Arden Woods area.
- 6. School district agreement to grant the City a water line easement in a mutually agreed upon location across the Split Log Road school site.

If the City Commission decides to make the requested contribution to the school district, the items listed above would be formalized in an inter-local agreement approved by both

parties. In addition, staff would recommend that a contribution from the City be subject to the following conditions:

- 1. The County Commission must approve an intent to fund the proposed BHS/BMS expansion plan at the May 8, 2017 meeting.
- 2. The School Board must approve the school attendance zoning plan commonly referred to as "Plan A".
- 3. The City's contribution would be made in two payments. The first payment of \$2 million would be made on or before June 30, 2017. The second payment of \$400,000 would be made on or before August 31, 2017. Note that approval of this contribution will necessitate a FY 2017 budget amendment for the Adequate Facilities Tax Fund.

Staff Recommendation

N/A

Fiscal Impact

Amount: \$2,400,000

Source of Funds: Adequate Facilities Tax Fund

Account Number: Fiscal Impact:

The projected fund balance in the Adequate Facilities Tax Fund at the end of FY 2017 is approximately \$2,350,000. If approved, sufficient funds are currently available for the first proposed payment of \$2 million to be made this fiscal year. Based on monthly collections over the past 12 months, it is projected that sufficient funds will be available to complete the final \$400,000 contribution by August 31, 2017.

Attachments

Resolution 2017-29

Adequate Facilities Tax Fund Cash Flow Report

RESOLUTION 2017-29

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE FUNDING FOR IMPROVEMENTS AT BRENTWOOD HIGH SCHOOL AND BRENTWOOD MIDDLE SCHOOL, SUBJECT TO VARIOUS CONDITIONS

WHEREAS, the Williamson County Board of Education ("WCBOE") has approved a long-term facilities plan that includes improvements to the combined Brentwood High School/Brentwood Middle School campus (said improvements being hereinafter referred to as "the BHS/BMS Improvement Project") at an estimated cost of over \$17 million; and

WHEREAS, the BHS/BMS Improvement Project is designed to increase the capacity of Brentwood High School from 1,628 students to 2,000 students; and

WHEREAS, commencement of the BHS/BMS Improvement Project is subject to approval of appropriations for said Project by the Williamson County Commission; and

WHEREAS, a delay in the BHS/BMS Improvement Project will necessitate a school attendance rezoning plan that would send hundreds of students who currently attend school within the City of Brentwood to schools outside Brentwood; and

WHEREAS, the Board of Commissioners for the City of Brentwood ("the City") has determined that there are community-wide benefits to allowing these students to remain at schools within the City, and accordingly desires to provide funding toward the cost of the BHS/BMS Improvement Project, subject to various conditions as set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the City will provide funding to Williamson County in the amount \$2,400,000 from the City's Adequate Facilities Tax Fund for use toward the BHS/BMS Improvement Project, said funding to be payable in two installments, the first installment to be in the amount of \$2,000,000 and to be paid on or before June 30, 2017, and the second installment to be in the amount of \$400,000 and to be paid on or before August 31, 2017; provided, however, that such funding shall be contingent on the following events:

- A. Approval by the Williamson County Commission of funding for the BHS/BMS Improvement Project at its May 8, 2017 meeting.
- B. Approval by the WCBOE of the school attendance zoning plan commonly referred to as "Plan A".
- C. Execution of an interlocal agreement by and between the City and the WCBOE formalizing the City's commitment to provide the funding described herein and including the following additional terms and conditions:
 - 1. The City's Parks and Recreation Department will be allowed access to and use of the turf field at Brentwood High School during non-school hours when not in use by Williamson County Schools.

- 2. The City's Parks and Recreation Department will be allowed access to and use of the tennis courts at Ravenwood High School during non-school hours when the courts are not in use by Williamson County Schools.
- 3. Ownership of the land on which the Woodland Middle School baseball and multi-purpose fields sit will be transferred to the City, provided Williamson County Schools will have priority access to said fields for school-related activities.
- 4. Future development of athletic facilities at the new Split Log Road middle school site will be coordinated with the City, subject to approval of an agreement between the City and WCBOE for joint development and use of those facilities.
- 5. WCBOE will grant a utility easement to the City on the Scales Elementary School property to allow conversion of the existing private sewer line on the school property to a public sewer line and facilitate elimination of an existing sewer pump station in the Arden Woods area.
- 6. WCBOE will grant a utility easement to the City in a mutually agreed upon location for extension of a water line across the Split Log Road school site.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

		Mayor	
ADOPTED:		Approved as to form:	
RECORDER	Deborah Hedgepath	CITY ATTORNEY	Roger A. Horner

Adequate School Facilities Fund Balance Projections

Budget Increase from Previous Year

		Y 2008 <u>Actual</u>	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Actual	FY 2013 Actual	FY 2014 Actual	FY 2015 Actual	FY 2016 Actual	FY 2017 Projected	FY 2018 <u>Budget</u>
Revenues and Other Funding Sources							460627.5					
Estimated Fund Balance												
Beginning of Year	\$	-	\$ 346,218	\$ 542,681	\$ 764,848	\$ 1,106,313	\$ 771,588	\$ 1,270,757	\$ 1,138,875	\$ 1,761,223	\$ 2,486,561	\$2,355,561
Adequate School Facilities Tax		341,972	191,767	218,990	332,178	412,451	494,233	616,142	618,838	713,422	600,000	450,000
Interest Earnings		4,246	4,696	3,177	9,287	2,824	4,936	1,976	3,510	11,916	19,000	24,000
Total Revenues/Fund Balance		346,218	542,681	764,848	1,106,313	1,521,588	1,270,757	1,888,875	1,761,223	2,486,561	3,105,561	2,829,561
<u>Expenditures</u>												
Transfer to Capital Projects Fund - Marcella Smith Park		-	-	-	-	750,000	-	750,000	-	-	750,000	-
Total Expenditures		-	-	-	-	750,000	-	750,000	-	-	750,000	-
Estimated Fund Balance												
End of Year	\$	346,218	\$ 542,681	\$ 764,848	\$ 1,106,313	\$ 771,588	\$ 1,270,757	\$ 1,138,875	\$ 1,761,223	\$ 2,486,561	\$ 2,355,561	\$2,829,561