



Agenda for the Regular Meeting of Board of Commissioners
Monday, July 10, 2017 - 7:00 pm
Brentwood City Hall

Call to Order by Mayor
Roll Call
Invocation by Vice Mayor Gorman
Pledge of Allegiance to the Flag by Commissioner Little

Approval or Correction of Minutes

June 26, 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 2017-51 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR GEOGRAPHICAL INFORMATION SYSTEM SOFTWARE & SUPPORT SERVICES, for adoption
2. Approval of purchase of Technology services from Pomeroy IT Solutions, Inc.
3. Approval of donation of surplus large format plotter to Williamson County Emergency Management Agency
4. Approval of change order with Division 2 Constructors for sod installation at Smith Park

Old Business

1. Other old business

New Business

1. Ordinance 2017-14 - AN ORDINANCE REZONING PROPERTY LOCATED ON THE WEST SIDE OF WILSON PIKE CIRCLE, SOUTH OF THE CHURCH STREET EAST INTERSECTION FROM C-2 (COMMERCIAL RETAIL) TO C-3 (COMMERCIAL SERVICE-WAREHOUSE) ZONING DISTRICT, for consideration on first reading
2. Other new business

A handwritten signature in black ink, appearing to read "Kirk Bednar", with a long horizontal flourish extending to the right.

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: 07/10/2017

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 June 26, 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, June 26, 2017 at 7:00 pm at Brentwood City Hall.

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

Public hearing was opened on Ordinance 2017-11 - AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT. No one spoke for or against the ordinance; therefore, the public hearing was closed.

Public hearing was opened on Ordinance 2017-12 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018. No one spoke for or against the ordinance; therefore, the public hearing was closed.

Public hearing was opened for the proposed six-year Capital Improvements program for Fiscal Years 2018-2023. No one spoke for or against the CIP; therefore, the public hearing was closed.

Commissioner Little moved for approval of the minutes from the June 13, 2017 meeting as written; seconded by Commissioner Crossley. Motion passed 6-0-1 with Commissioner Travis abstaining.

COMMENTS FROM CITIZENS

Gerald Witcher, 9611 Lineberger Court

CONSENT AGENDA

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 second and final reading

Ordinance 2017-13 - AN ORDINANCE AMENDING MUNICIPAL CODE REGARDING BUILDING HEIGHT LIMITATIONS IN THE SI-2 (SERVICE INSTITUTION-EDUCATIONAL) ZONING DISTRICT, for consideration on second and final reading

Ordinance 2017-15 - AN ORDINANCE AMENDING MUNICIPAL CODE REGARDING ACCESS TO PUBLIC RECORDS, for consideration on second and final reading

Ordinance 2017-16 - AN ORDINANCE AMENDING ORDINANCE 2016-02, THE BUDGET APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017, for consideration on second and final reading

Resolution 2017-39 - A RESOLUTION ADOPTING A PUBLIC RECORDS POLICY, for adoption

Resolution 2017-40 - A RESOLUTION AMENDING THE FISCAL YEAR 2017 ANNUAL PROCUREMENT OF MATERIALS AND SERVICES IN AMOUNTS EQUAL TO OR EXCEEDING \$10,000 FROM DESIGNATED VENDORS, for adoption

Resolution 2017-49 - A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A UTILITY EASEMENT THROUGH PROPERTY BELONGING TO THE KIMBERLY S. FENNEL REVOCABLE TRUST FOR OFFSITE SEWER IMPROVEMENTS TO FACILITATE DEVELOPMENT OF THE FIRST FARMERS & MERCHANTS BANK PROPERTY AT 5020 HARPETH DRIVE, for adoption

Resolution 2017-50 - A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A UTILITY EASEMENT THROUGH PROPERTY BELONGING TO THE CALLISTO PROPERTIES, INC. FOR OFFSITE SEWER IMPROVEMENTS TO FACILITATE DEVELOPMENT OF THE FIRST FARMERS & MERCHANTS BANK PROPERTY AT 5020 HARPETH DRIVE, for adoption

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

OLD BUSINESS

Vice Mayor Gorman moved for passage of Ordinance 2017-11- AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT, seconded by Commissioner Smithson.

Commissioner Crossley moved to amend the ordinance to allocate the educational funding as follows:

\$60,000 each for Brentwood High School and Ravenwood High School

\$15,000 each for Brentwood, Sunset and Woodland Middle Schools

\$10,000 each for Crockett, Edmondson, Kenrose, Lipscomb, Scales and Sunset Elementary Schools

Commissioner Travis seconded; approval was unanimous.

Commissioner Little moved to amend the ordinance to allocate the recreation program services funding as follows:

\$45,000 for Fifty Forward Martin Center

\$12,000 for YMCA

\$20,000 for Brentwood Ball Club

\$10,000 for Brentwood Blaze

Mayor Burgin seconded; approval was unanimous.

Commissioner Dunn moved to recommend a 4% merit raise for the City Manager in a one-time lump sum. Commissioner Smithson seconded; approval was unanimous.

Ordinance 2017-11, as amended, passed second and final reading unanimously.

Commissioner Little moved for passage of Ordinance 2017-12 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018, seconded by Commissioner Smithson. Ordinance 2017-12 passed second and final reading unanimously.

NEW BUSINESS

Commissioner Dunn moved for adoption of Resolution 2017-41 - A RESOLUTION APPROVING REVISIONS TO THE OSRD PLAN FOR RESERVE AT RAINTREE FOREST SUBDIVISION, seconded by Commissioner Little. Resolution 2017-41 passed unanimously.

Commissioner Crossley moved for adoption of Resolution 2017-42 - A RESOLUTION APPROVING REVISIONS TO THE OSRD PLAN FOR THE RAGSDALE SUBDIVISION, seconded by Commissioner Little. Resolution 2017-42 passed unanimously.

Commissioner Travis moved for adoption of Resolution 2017-43 - A RESOLUTION AUTHORIZING THE ANNUAL PROCUREMENT OF MATERIALS AND SERVICES IN AMOUNTS EQUAL TO OR EXCEEDING \$10,000 FROM DESIGNATED VENDORS, seconded by Commissioner Little. Resolution 2017-43 passed unanimously.

Commissioner Smithson moved for adoption of Resolution 2017-44 - A RESOLUTION ADOPTING THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2018, seconded by Commissioner Little. Resolution 2017-44 passed unanimously.

Commissioner Crossley moved for adoption of Resolution 2017-45 - A RESOLUTION ADOPTING THE CAPITAL IMPROVEMENTS PROGRAM FOR FISCAL YEARS 2018-2023, seconded by Mayor Burgin. Resolution 2017-45 passed unanimously.

Vice Mayor Gorman moved for adoption of Resolution 2017-46 - A RESOLUTION ADOPTING THE NON-ROUTINE WORK PLAN FOR CITY DEPARTMENTS FOR FISCAL YEAR 2018 (JULY 1, 2017 - JUNE 30, 2018), seconded by Commissioner Little. Resolution 2017-46 passed unanimously.

Commissioner Little moved for adoption of Resolution 2017-47 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH SULLIVAN ENGINEERING, INC. FOR DESIGN AND ENGINEERING SERVICES FOR THE WIDENING OF SUNSET ROAD FROM NORTH OF OWL CREEK TO CONCORD ROAD, seconded by Commissioner Dunn. Resolution 2017-47 passed unanimously.

Commissioner Smithson moved for adoption of Resolution 2017-48 - A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY BOARD OF EDUCATION FOR FUNDING OF IMPROVEMENTS TO BRENTWOOD HIGH SCHOOL AND BRENTWOOD MIDDLE SCHOOL CAMPUS, seconded by Commissioner Travis. Resolution 2017-48 passed unanimously.

With no further business, the meeting adjourned at 8:25 pm.

APPROVED _____

Deborah Hedgepath
Deborah Hedgepath, City Recorder

Brentwood City Commission Agenda

Meeting Date: 07/10/2017

Resolution 2017-51 - Authorizing License Agreement with ESRI for GIS Software and Services

Submitted by: Scott Sumners, Technology

Department: Technology

Information

Subject

Resolution 2017-51, Authorizing License Agreement with Environmental Systems Research Institute, Inc. (ESRI) for Geographical Information System Software, Maintenance, Services and Training

Background

There are three main components to the City's Geographic Information System (GIS): people, data/information, and software. The City's GIS software vendor is ESRI, which has 95% of the market share of the GIS community due to its ability to provide a critical service in a cost-effective manner.

ESRI started offering smaller municipal governments an Enterprise License Agreement (ELA) nine years ago as a way to remove financial and administrative barriers that discouraged a comprehensive approach to the use of GIS by such governments. Eligibility in the ELA is based on population. The City of Brentwood falls into the second tier of pricing for governments with populations between 25,001 and 50,000.

Currently, the City's GIS is heavily used by approximately 45 users from the following departments: Water Services, Public Works, Engineering, Planning and Codes, Police, Fire, Parks and Technology. The primary software that manages all the data and services for the GIS system is installed on six servers. Additionally, this software is the primary means to create maps for the public on the City's website. This agreement allows the City to continue to install and use multiple copies of the software necessary to operate the GIS system.

The ELA allows the City to pay a fixed annual price in exchange for a comprehensive package of software, maintenance, services and training, plus unlimited use by all City employees. This ELA has a three year cycle at a cost of \$35,000 annually. This price is unchanged from the previous three-year agreement. This arrangement saves the City approximately \$65,000 annually by avoiding the licensing of individual software packages and the licensing of individual users of the software. New this year, the ELA allows for training packages to be purchased as an add-on to the agreement. The package will allow for five days of instructor-led training for each year at a discounted cost of \$2,650. The agreement and a detailed explanation of the ELA are attached.

Funding for this budgeted item is provided through the General Fund's GIS Department (\$27,650), with the remaining \$10,000 coming out of the Brentwood Emergency Communications District's (ECD) budget.

Please contact the Technology Director if you have any additional questions.

Staff Recommendation

Staff recommends the approval of the accompanying resolution authorizing the license agreement with ESRI.

Previous Commission Action

The City Commission previously approved a three-year licensing agreement with ESRI on July 14, 2014 pursuant to Resolution 2014-48. That agreement was for \$35,000 per year.

Fiscal Impact

Amount : \$25,000
Source of Funds: General Fund
Account Number: 110-41645-82620
Fiscal Impact:

Amount : \$2,650
Source of Funds: General Fund
Account Number: 110-41645-82810
Fiscal Impact:

Amount : \$10,000
Source of Funds: BECD
Account Number: 450-91100-82550
Fiscal Impact:

Attachments

Resolution 2017-51
Brentwood ELA

RESOLUTION 2017-51

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (“ESRI”) FOR GEOGRAPHICAL INFORMATION SYSTEM SOFTWARE AND SUPPORT SERVICES, 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 a license agreement by and between the City of Brentwood and Environmental Systems Research Institute, Inc. (“ESRI”) for geographical information system software and support services, 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

Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER

Deborah Hedgepath

CITY ATTORNEY

Roger A. Horner



May 1, 2017

Mr. Scott Sumners
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027-5011

Dear Scott,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.
- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the whole agreement per the instructions in the terms and conditions.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-ELA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Christie Thiem
cthiem@esri.com
704-541-9810 x8638



Quotation # 20506898

Date: May 1, 2017

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

380 New York Street
Redlands, CA 92373-8100

Phone: (704) 541-9810 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.*

Quote is valid from: 05/01/2017 To: 07/30/2017

Customer # 25666 Contract #

City of Brentwood
GIS Dept
5211 Maryland Way
Brentwood, TN 37027-5011

ATTENTION: Scott Sumners
PHONE: (615) 371-7002
FAX: 615-371-2233

Material	Qty	Description	Unit Price	Total
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement	35,000.00	35,000.00
		2017 Payment		
116996	1	Small Enterprise License Agreement Training Package Add-On at ESRI Site 15 Days Prepaid ILT / ILV, Over 3 Year Term, per Student Seat, 5 Days per Annum Over 3 Year Term Instructor Led Training	2,650.00	2,650.00
		2017 Payment		
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement	35,000.00	35,000.00
		2018 Payment		
116996	1	Small Enterprise License Agreement Training Package Add-On at ESRI Site 15 Days Prepaid ILT / ILV, Over 3 Year Term, per Student Seat, 5 Days per Annum Over 3 Year Term Instructor Led Training	2,650.00	2,650.00
		2018 Payment		
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement	35,000.00	35,000.00
		2019 Payment		
116996	1	Small Enterprise License Agreement Training Package Add-On at ESRI Site 15 Days Prepaid ILT / ILV, Over 3 Year Term, per Student Seat, 5 Days per Annum Over 3 Year Term Instructor Led Training	2,650.00	2,650.00
		2019 Payment		
Item Total:				112,950.00
Subtotal:				112,950.00
Sales Tax:				0.00
Estimated Shipping & Handling(2 Day Delivery) :				0.00
Contract Pricing Adjust:				0.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Christie Thiem

Email: cthiem@esri.com

Phone: (704) 541-9810 x8638

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

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ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York Street
Redlands, CA 92373-8100
Phone: (704) 541-9810 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 05/01/2017 To: 07/30/2017*

Quotation # 20506898

Date: May 1, 2017

Customer # 25666 Contract #

City of Brentwood
GIS Dept
5211 Maryland Way
Brentwood, TN 37027-5011

ATTENTION: Scott Sumners
PHONE: (615) 371-7002
FAX: 615-371-2233

Total: \$112,950.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Christie Thiem

Email: cthiem@esri.com

Phone: (704) 541-9810 x8638

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

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**Esri Use Only:**

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager, ArcGIS Data
Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
(Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager

Enterprise optional servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Engine Geodatabase Update,
ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) annual Professional subscription to ArcGIS
Developer*
Two (2) Esri CityEngine Advanced Single Use Licenses
100 Level 1 ArcGIS Online Named Users
100 Level 2 ArcGIS Online Named Users
17,500 ArcGIS Online Service Credits
100 Level 1 ArcGIS Enterprise Named Users
100 Level 2 ArcGIS Enterprise Named Users
3 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items

** Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



TRAINING TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Training Agreement ("**Agreement**") is between you (hereinafter "**Client**") and **Environmental Systems Research Institute, Inc. ("Esri")**. Client acknowledges that Client has read and understood this Agreement and agrees to be bound by the terms and conditions hereof.

RECITALS

This Agreement allows Esri to conduct training courses and provide training-related services to Client who wishes to obtain training in the use of Esri GIS software. Both parties agree to the terms and conditions contained below.

ARTICLE 1—DEFINITIONS

- a. "**Client-Supplied Training Data**" means any digital dataset(s) including, but not limited to, geographic, vector data, coordinates, raster, or associated tabular attributes supplied by Client for use in training.
- b. "**Esri Mobile Lab**" means Esri hardware shipped to domestic US Client site training events, if Client does not have the required hardware to host a scheduled training event, consisting of laptops preconfigured with Esri Software, Training Materials, hard drives, power cords, and network switches.
- c. "**Esri Training Event Assistant**" means Client's primary Esri liaison in organizing Client site and private training events.
- d. "**Student**" means a registered participant for a specific training course, Client coaching services, or training-related services.
- e. "**Training Materials**" means digital or print content required to complete a course, which may include, but are not limited to, workbooks, data, concepts, exercises, and exams.

ARTICLE 2—TRAINING DESCRIPTION

2.1 Instructor-led training and Client coaching services are offered by Esri in the use of Esri's GIS Software.

- a. Instructor-led training is offered online in a cloud-based environment, at a Client site, or at an Esri learning center. Course information, location, dates, number of maximum participants, and registration requirements are located in the Esri training catalog (<http://training.esri.com>). Courses are conducted in close conformance with the course description outlined in the Esri training catalog and are subject to change due to limitations or constraints including, but not limited to, technical capabilities, and Client's needs.
- b. Client coaching services are available for Client to enhance the learning experience by providing extra time to review and practice course concepts with an instructor's on-site guidance.

ARTICLE 3—ESRI'S RESPONSIBILITIES

3.1 Esri will

- a. Provide training in a manner consistent with the technical and professional standards of the industry.
- b. Provide an instructor qualified to conduct the training course(s), Client coaching services, or training-related services.
- c. Provide all necessary Training Materials for Student.
- d. Confirm class approximately ten (10) business days prior to the scheduled start date. Client site and private classes confirmation is dependent on receipt of the completed Client site training request form and intended method of payment.

ARTICLE 4—CLIENT'S RESPONSIBILITIES

4.1 Client will

- a. Ensure all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Student[s] will not be permitted to view or participate in an online classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Student[s].

- b. Confirm all registered Students meet the minimum prerequisites for the applicable training event set forth on Esri's Training website.
- c. Submit registrations with a confirmed payment commitment at least seven (7) business days prior to the scheduled start date. Registrations submitted without payment commitment will not be a guaranteed reservation and will be added to a wait list pending payment confirmation. All wait list reservations are subject to availability.
- d. Submit to the Esri Training Event Assistant a list of the names and e-mail addresses of Student[s] who are to attend a Client site or private training event at least three (3) business days before the scheduled start date. Subject to compliance with Article 14 Export Control Regulations, any Student who is a resident of a US embargoed country or is found on any of the various US Government Lists of Parties of Concern or Specially Designated Nationals lists will not be permitted to attend the training event.
- e. Be responsible for all Student travel arrangements and agrees that Esri is not responsible for losses from nonrefundable travel arrangements due to the denial of Student's participation based on US government export regulation requirements, course scheduling changes, or cancellations.
- f. Complete and submit an Esri Client site training request form, if applicable, and ensure that the class environment adheres to the requirements for Esri Training as found online at <http://training.esri.com/gateway/index.cfm?fa=classroom.requirements>.
- g. Ensure Student use of Training Materials provided by Esri complies with the terms of this Agreement.
- h. Assume full responsibility for Student attending training course(s) under this Agreement. Client agrees to indemnify Esri, its officers, directors, and employees for any and all claims, liabilities, and expenses (including reasonable legal fees) arising out of or based on any uncured material breach by Student of the terms and conditions of this Agreement.
- i. Ensure Student does not use audio and/or video recording equipment within the classroom without prior written approval from Esri.

4.2 If the Esri Mobile Lab is used, Client will

- a. Immediately report any existing damage to Esri Mobile Lab equipment to Training Event Assistant, upon receipt of the equipment.
- b. Keep Esri Mobile Lab equipment in a secure, locked area between training event sessions.
- c. Ensure that only registered Student[s] use Esri Mobile Lab equipment.
- d. Be responsible for loss of, damage to, and/or theft of Esri Mobile Lab equipment while in Client's possession.
- e. Warrant that it maintains sufficient insurance coverage obligations created by this Agreement and by law.
- f. Allow the Esri instructor to check all Esri Mobile Lab equipment following the completion of training. Any damage to Esri Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
- g. Make Esri Mobile Lab equipment available for freight pickup upon the conclusion of the training event.

ARTICLE 5—INSURANCE AND INDEMNIFICATION

5.1 Insurance. Esri carries, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with minimum coverage of one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, including death, and property damage liability, to include the following:
 - 1. Premises and operations
 - 2. Blanket contractual liability
 - 3. Broad form property damage
 - 4. Independent contractors
 - 5. Personal injury, with employee exclusion deleted
 - 6. Completed operations
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

5.2 Indemnification. Esri will indemnify and hold harmless Client and each of its directors and officers (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments, and settlements, including all reasonable costs, expenses, and attorneys' fees, arising out of any action or claim for bodily injury, death, or property

damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents while engaged in or as a result of the training or coaching services provided by Esri pursuant to this Agreement while on Client's site.

ARTICLE 6—LICENSING AND MATERIALS

6.1 Training Materials Reservation of Ownership. This Agreement gives Student certain limited rights to use electronic and tangible versions of the Training Materials. Esri and its licensor(s) retain exclusive rights, title, and ownership to the copy of Training Materials, software, data, and documentation licensed under this Agreement. Training Materials are protected by United States copyright laws and applicable international copyright treaties and/or conventions. All rights not specifically granted in this Agreement are reserved to Esri and its licensor(s).

6.2 Grant of License. Esri grants to Student a personal, nonexclusive, nontransferable license to use Training Materials for Student's own training purposes. Student may run and install one (1) copy of Training Materials and reproduce one (1) copy of Training Materials. Student may make one (1) additional copy of the original Training Materials for archive purposes only, unless Esri grants in writing the right to make additional copies.

6.3 Training Materials are intended solely for the use of the training of the individual Student who registered and attended a specific training course. Student may not (i) separate the component parts of the Training Materials for use on multiple systems or in the cloud, use in conjunction with any other software package, and/or merge and compile into a separate database(s) or documents for other analytical uses; (ii) make any attempt to circumvent the technological measure(s) (e.g., software or hardware key) that effectively controls access to Training Materials; (iii) remove or obscure any copyright, trademark, and/or proprietary rights notices of Esri or its licensor(s); or (iv) use audio and/or video recording equipment during a training course.

6.4 Client-Supplied Training Data. Client will retain ownership of any Client-Supplied Training Data.

6.5 Software. Client's existing license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> will cover all applicable terms of use for Esri provided software, data, documentation, and content used by Student during a training event. Esri may issue temporary Esri software licenses for Client site training if Client has an insufficient number of Esri software licenses available at Client's training facility. Client must uninstall all temporary Esri software licenses and return any media provided by Esri upon conclusion of the training event.

ARTICLE 7—TERM AND TERMINATION

7.1 This Agreement is effective upon acceptance. Either party may terminate this Agreement at any time upon written notice to the other party or for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of this Agreement for breach, Esri may request Client to return or destroy all copies of Training Materials in its possession, and any whole or partial copies, in any form and deliver evidence of such destruction to Esri, which evidence shall be in a form acceptable to Esri in its sole discretion. The parties agree that all provisions that operate to protect the rights of Esri and its licensor(s) shall remain in force should breach occur. Termination does not relieve Client from payment for any current or outstanding training registrations. Upon termination, Client agrees to pay Esri all current and outstanding invoices for training. Student[s] who are currently registered for a training course are granted the right to continue to attend the training course subject to the terms and conditions of this Agreement.

ARTICLE 8—STUDENT REGISTRATION AND TRAINING EVENT CHANGE POLICY

8.1 Individual Student Seats. Client will provide written notice to Esri's Customer Service department at service@esri.com of any Student transfer, cancellation, or substitution requests at least three (3) business days before the scheduled start date.

- a. Multiple requests and any requests that occur without the three (3) business days advance notice are subject to a fee, as determined by Esri.
- b. Cancellation of Student registrations that occur without the three (3) business days advance notice are subject to the full training event fee.
- c. Substitute Student must be from the same organization as Student being replaced.

8.2 Client Site/Private Class/Coaching Services (Training Event). Client will provide written notice to Esri's Customer Service department at service@esri.com of any training event reschedule, cancellation, or Student substitution requirements at least three (3) business days before the scheduled start date.

- a. Training event reschedules and cancellations that occur without the three (3) business days advance notice are subject to the full training event fee. Client will be responsible for all of Esri's reasonable travel expenses and shipping costs (including Esri Mobile Lab) for all rescheduled or canceled training events.
- b. Student substitutions that occur without the three (3) business days advance notice are subject to a fee. Substitute Student must be from the same organization as Student being replaced.

8.3 If cancellation of a training event is necessary due to force majeure as described in Article 11 below, the affected party is released in full from the three (3)-business day notification. The affected party will either reschedule or cancel the training without incurring any liability.

8.4 If Esri is unable to conduct the training on the scheduled date, Esri will notify Client at least three (3) business days before the scheduled start date.

8.5 Unless specifically authorized in writing by Esri, Client is not authorized to resell seat(s) to an Esri training event.

ARTICLE 9—PAYMENT

9.1 Payments

- a. Accepted payment methods are found at <http://training.esri.com/gateway/index.cfm?fa=catalog.paymentdetails>.
- b. Esri will invoice Client upon completion of each training course. Client's payment will be due no later than thirty (30) days after receipt of the invoice.
- c. If Client is invoiced and pays that invoice prior to the scheduled training event, then Client has one (1) calendar year (twelve [12] consecutive months) from the date of the invoice to consume the training days. For a multiyear order, the training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.

ARTICLE 10—CONFIDENTIAL INFORMATION

10.1 Except for any personally identified information (PII), any data or information controlled for export under the United States International Traffic in Arms Regulations (ITAR), or other classified data, Esri or Client may disclose to the other party certain confidential information under this Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the other party's confidential information.

ARTICLE 11—FORCE MAJEURE

11.1 If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, or demand; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 12—WARRANTY

12.1 Limited Warranty. Esri warrants that the media upon which Training Materials is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

12.2 Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE TRAINING AND TRAINING MATERIALS CONTAINED THEREIN ARE PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ESRI DOES NOT

WARRANT THAT THE TRAINING OR TRAINING MATERIALS WILL MEET CLIENT'S NEEDS OR EXPECTATIONS; THAT THE USE OF TRAINING MATERIALS WILL BE UNINTERRUPTED; OR THAT ALL NONCONFORMITIES, DEFECTS, OR ERRORS CAN OR WILL BE CORRECTED. THE TRAINING DATABASE HAS BEEN OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE, BUT ITS ACCURACY AND COMPLETENESS, AND THE OPINIONS BASED THEREON, ARE NOT GUARANTEED. THE TRAINING DATABASE MAY CONTAIN SOME NONCONFORMITIES, DEFECTS, ERRORS, AND/OR OMISSIONS. ESRI AND ITS LICENSOR(S) DO NOT WARRANT THAT THE TRAINING DATABASE WILL MEET CLIENT'S NEEDS OR EXPECTATIONS, THAT THE USE OF THE TRAINING DATABASE WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. ESRI AND ITS LICENSOR(S) ARE NOT INVITING RELIANCE ON THIS TRAINING DATABASE, AND CLIENT OR STUDENT SHOULD ALWAYS VERIFY ACTUAL DATA, WHETHER MAP, SPATIAL, RASTER, TABULAR INFORMATION, AND SO FORTH. THE DATA CONTAINED IN THIS PACKAGE IS SUBJECT TO CHANGE WITHOUT NOTICE. IN ADDITION TO AND WITHOUT LIMITING THE PRECEDING PARAGRAPH, ESRI DOES NOT WARRANT IN ANY WAY TRAINING DATA. TRAINING DATA MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CLIENT'S NEEDS OR EXPECTATIONS. NEITHER CLIENT NOR STUDENT SHOULD RELY ON ANY TRAINING DATA UNLESS CLIENT HAS VERIFIED TRAINING DATA AGAINST ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

12.3 Exclusive Remedy. Client's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 12 shall be limited, at Esri's sole discretion, to (i) replacement of any defective Training Materials; (ii) repair, correction, or a workaround for Training Materials, or (iii) return of the fees paid by Client for Training Material that do not meet Esri's limited warranty, provided that Client uninstalls, removes, and destroys all copies of the Training Materials; and executes and delivers evidence of such actions to Esri.

ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

13.1 EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY CLIENT FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 14—EXPORT CONTROL REGULATIONS

14.1 Client must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Client expressly acknowledges and agrees not to export, reexport, transfer, or release Esri provided Training Materials, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person or entity on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

ARTICLE 15—TAXES

15.1 Training provided is quoted exclusive of all state, local, value-added, or other taxes; customs; or duties or other charges (other than income taxes payable by Esri). In the event such taxes or charges become applicable to Esri's training or deliverables, Client shall pay any such applicable tax upon receipt of written notice that such taxes or charges are due.

ARTICLE 16—UCC INAPPLICABILITY

16.1 Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

ARTICLE 17—GOVERNING LAW

17.1 This Agreement is governed by and construed in accordance with the laws of the state in which training is being held or, in the case of training provided over the Internet, the laws of the State of California, without reference to its conflict of laws principles.

ARTICLE 18—ENTIRE AGREEMENT

18.1 This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements (including any attached purchase order terms and conditions) between the parties relating to such subject matter. The undersigned hereby acknowledges and represents that he/she has read and understands this Agreement and has the authority to bind his/her organization to these terms and conditions. An executed Agreement shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflect the signing of the document by Client. Duplicates are valid and binding even if an original paper document bearing Client's original signature is not delivered.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

(Client)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Brentwood City Commission Agenda

Meeting Date: 07/10/2017

Approval of Purchase of Technology Services from Pomeroy IT Solutions Inc.

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Approval of Purchase of Technology Services from Pomeroy IT Solutions Inc.

Background

The City of Brentwood recently began a relationship with Pomeroy IT Solutions, Inc. as an alternative for advanced technology consulting services to assist the Technology Department advanced networking infrastructure, firewalls, network storage and other specialized software. The City is able to use the State of Tennessee's contract with Pomeroy for purchasing labor rates related to the products we use.

For the last six years, we have used service agreements with another technology partner for a set amount of hours to be used "as needed" at the hourly rate established on the state contract. With this arrangement, staff is able to place service calls with technicians and have the work completed without having to go through the process of defining a scope of work and agreement for each problem.

Staff requests approval for purchase of a 100-hour block of time with Pomeroy at \$175 per hour; however, the City will only be charged for the time actually used. Funds for these services are budgeted in the Technology Department operating budget.

Please contact the Technology Director with any questions.

Staff Recommendation

Staff recommends approval of the attached service agreement with Pomeroy IT Solutions Inc..

Fiscal Impact

Amount : \$17,500

Source of Funds: General Fund

Account Number: 110-41640-82599

Fiscal Impact:

This agreement is for a 100-hour block of time at \$175 per hour; however, the City is only charged for the time actually used.

Attachments

Pomeroy

Sales Quote

Pomeroy Representative:

Name: Jeff Dunn

E-mail Address: Jeffery.Dunn@pomeroy.com

DATES:

Quote Issued: 06/21/17

Quote Number: #NAME?

Qty	Part Number	Description	Cost Per Each	Extended Cost
100	PROCONSUL	Pomeroy Professional Services and Implementation Services Block of Time	\$ 175.00	\$ 17,500.00
			Sub Total	\$ 17,500.00
			Tax	
			Total	\$ 17,500.00

NOTES:

Customer Information:

Customer: City of Brentwood

Contact Person: John Allman

Phone: 615-371-7000

Fax: _____

E-mail Address: _____

Street Address: _____

City, State, ZIP: _____

Brentwood City Commission Agenda

Meeting Date: 07/10/2017

Approval of donation of surplus large format plotter to Williamson County Emergency Management Agency

Submitted by: Scott Sumners, Technology

Department: Technology

Information

Subject

Approval of donation of surplus large format plotter to Williamson County Emergency Management Agency

Background

In February 2017, the GIS Department purchased a new large format plotter to replace the 10-year-old plotter that had been experiencing mechanical failures and decreased quality of printing. The Williamson County Emergency Management Agency (EMA) has requested that the City donate the old plotter for use in the Emergency Operations Center at the County's Public Safety Building.

The EMA is aware of the plotter's condition but feels the plotter can still provide some value to its operations. The current market value for similar plotters on surplus auction sites is less than \$400.

Please contact the Technology Director if you have any questions.

Staff Recommendation

Staff recommends the approval of donation of surplus large format plotter to the Williamson County Emergency Management Agency.

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 07/10/2017

Approval of Change Order with Division 2 Constructors for Sod Installation at Smith Park

Submitted by: Dave Bunt, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Approval of Change Order with Division 2 Constructors for Sod Installation at Smith Park

Background

As a part of the FY 2018 Capital Improvements Program, funding was provided to allow for sodding of the two new multipurpose fields being constructed as part of the Smith Park Phase 2 project. The original construction plan included in Division 2's current contract was to seed the two fields. However, as discussed at the City Commission's CIP work session, sodding the fields would allow for play this fall rather than next spring by avoiding the grow-in time required if the fields were seeded. As a result, \$60,000 was included in the recently adopted FY 2018 budget for the Capital Projects Fund.

Division 2 provided several sod options that staff reviewed, and Option 4 was selected to best fit our needs. (See attached change order.) The change order amount of \$73,312.50 is slightly higher than the budgeted amount of \$60,000, but the additional amount will be covered by savings in the other parts of the Phase 2 overall budget. If approved, the new sod would be installed in late July to early August.

Staff is recommending approval of this change order in the amount of \$73,312.50.

Please contact the Parks Department Director with any questions.

Staff Recommendation

Staff is recommending approval of this change order for the amount of \$73,312.50.

Previous Commission Action

The City Commission approved the original contract with Division 2 for construction of phase 2 of Smith Park at its August 8, 2016 meeting pursuant to Resolution 2016-53.

Fiscal Impact

Amount : 73,312.50

Source of Funds: Capital Improvement Fund

Account Number: 311-4400-3015

Fiscal Impact:

The change order amount of \$73,312.50 is higher the budgeted amount of \$60,000, but will be funded by savings in the phase 2 overall budget.

Attachments

Sod Change Order

**Division 2 Constructors**

7856 McCrory Lane
Nashville, TN 37221
(615) 646-3482

Change Order RequestNumber: 1

Phone: (678) 892-1200	Date: 5/11/2017
Job Name/Location: Smith Park	
Job Number: 2506	Job Phone:
Existing Contract No: N/A	Date of Existing Contract:

TO: Dave Bunt
City of Brentwood
1750 Gen. George Patton Dr.
Brentwood, TN 37027

We hereby agree to make the following change(s) specified below:

Description	QUANTITY	UNIT	PRICE	TOTAL
SOD Option 1				
Provide & Install 15% Bluegrass SOD	15000	SY	\$5.18	\$77,625.00
SOD Option 2				
Provide & Install 40% Bluegrass SOD	15000	SY	\$7.76	\$116,437.50
SOD Option 3				
Install SOD Provided by City of Brentwood (No Warranty on Material)	15000	SY	\$2.00	\$30,000.00
SOD Option 4				
Provide & Install Bermuda SOD	15000	SY	\$4.89	\$73,312.50
	TOTAL			

Note: This Change Order shall, to the extent provided above, serve to amend the above identified Contract and any exhibits, schedules and drawings that are related thereto.

WE AGREE hereby to make the change(s) specified above at this price:

Date: May 11, 2017	Previous Contract Amount:
Authorized Signature (Division 2 Constructors): Joshua M. Davis	Revised Contract Amount:

ACCEPTED

The above quoted prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance: _____

Signature: _____
(Owner or Second Party)

Brentwood City Commission Agenda

Meeting Date: 07/10/2017

Ordinance 2017-14 - An Ordinance Rezoning 4.2 Acres Located at 255 and 263 Wilson Pike Circle from C-2 to C-3

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Ordinance 2017-14 - Rezoning of approximately 4.2 acres of land located on the west side of Wilson Pike Circle, approximately 0.25 miles south of its intersection with Church Street East.

The proposed change is from the C-2 (Commercial Retail) zoning district to the C-3 (Commercial Service-Warehouse) zoning district.

Background

The property includes the former offices of Bell Construction, which are currently vacant, and the site of the Jim Johnson Landscaping Company. Both lots are owned by BBDB Investments LLC. The lots include several structures, all of which would be removed as part of the proposed redevelopment plan.

The submitted concept plan shows two proposed buildings to be constructed on the combined properties, as shown below.

<i>DESCRIPTION</i>	<i>AREA (SQ. FT.)</i>	<i># FLOORS</i>	<i>USE</i>
Building One	74,327 sf	3	Office
Building Two	100,000 sf	4	Self-Storage

A total of 312 parking spaces are proposed on the site. The office building will require 247 spaces (one space/300 square feet). The proposed office building would have three levels in addition to one level of parking under the building.

Building Two, the self-storage facility, would have an overall height of approximately 44 feet. While C-2 zoning permits office uses, it does not permit the proposed self-storage use. The allowance of the self-storage uses in C-3 is one of the reasons for the proposed zone change. The permitted uses in the C-3 zoning district were amended pursuant to Ordinance 2015-04, which was adopted in June 2015, to specifically limit self-storage facilities to the C-3 zoning district. The surrounding commercial property is all zoned C-2. The nearest C-3 zoned property is located north of Church Street and east of I-65. Please note that the property owner could develop the property for office uses under the

current C-2 district.

The table below shows the site data for the existing self-storage facilities located in Brentwood. Following the table are some additional details of each site.

NAME	ADDRESS	BUILDING AREA	PARKING PROVIDED
Mallory Station Consignment & Storage	7102 Bakers Bridge Rd.	95,575	20 ¹
Brentwood Mini Storage	9000 Church St. E.	19,608	6
StorePlace, Self-Storage	1006 Flagpole Ct.	88,350	41 ²
Brentwood Self-Storage	1714 Gen. Patton Dr.	46,068	26 ³
U-Haul	1691 Mallory Ln.	87,700	48 ⁴
Carothers Self-Storage	1734 Carothers Pkwy.	97,000	18

1. *Mallory Station Storage – 4-stories, includes 95,000 sf storage (7), 1,800 sf office (6), 2,000 sf retail (8) – Outside Storage – 2.45 acre lot*
2. *StorePlace – 3-stories, includes 77,475 sf storage (5), 10,875 sf office (37) 10,875 sf storage in Building 1 – Building 2 is 66,600 sf – no outside storage – Building 1 has exterior access storage areas @ the rear Overall Bldg. 1 is approx. 28’ tall;*
3. *Brentwood Self Storage – 1-story, includes 335 sf office area (1) – Outside Storage;*
4. *U-Haul – 3-Stories, 87,700 sq. ft., 7 Loading spaces – 1691 Mallory Ln.*
5. *Carothers Self Storage – 4 stories, includes a 1,000 sf office area (4)*

Section 78-454 of the zoning ordinance does not establish the minimum number of parking spaces required for self-storage land uses. For these uses, the zoning ordinance allows the Planning Commission to establish the required number of spaces based on its review of the proposal and recommendations from City staff. This is usually accomplished through a parking study, provided as part of the plan submittal and reviewed by staff and approved by the Planning Commission.

To provide a simple comparison for the existing self-storage facilities in town, regarding the number of parking spaces provided, and without consideration of the retail space within some of the facilities, the parking supply ratios provided for existing facilities ranges from 0.19 to 0.55 parking spaces per 1,000 square feet of building area. The average of the five sites is 0.41 parking spaces per 1,000 feet of building area that provide parking as shown in the table. Self-Storage facilities normally do not generate a great deal of traffic. Since the site plan for a commercial rezoning is not binding, meaning that the site does not specifically have to be developed according to the submitted concept plan, a parking study will be required as part of the submittal of the site plan for Planning Commission review as noted above.

If approved, development of the project shall comply with all applicable technical standards as required within the C-3 zoning classification.

Traffic Impact Study

Because of the potential traffic impact of the office use proposed as part of this plan, staff requested that a traffic impact study (TIS) be provided to obtain a more complete picture of the impact the development will have on the adjacent roadways. Staff recommended that both Wilson Pike Circle intersections -- Church Street East and Franklin Road - also be studied as part of the TIS. This recommendation is based on the fact that all traffic destined for the site will have to come through one of these two intersections. By including both of these intersections, the TIS trip distribution and assignment will be able to “fully track” trips to and from the site from external areas. This way, the analysis will have a “wholly contained” road network to analyze for purposes of conveying impacts at both intersections.

The TIS that was provided as part of the plan submittal was forwarded to Greg Judy with Neel-Shaffer Inc., who assists staff in the review of the documents submitted for rezoning actions. Mr. Judy is currently reviewing the TIS. The applicant will pay for the Neel-Shaffer review per the requirements of Section 50-29(b) of the Municipal Code.

The following public intersections were analyzed in the TIS for capacity deficiencies and improvement needs:

- Church Street at Wilson Pike Circle
- Franklin Road at Wilson Pike Circle
- Wilson Pike Circle at Site Access North
- Wilson Pike Circle at Site Access South

For these intersections, the following traffic scenarios were analyzed, where applicable:

- 2017 existing traffic
- 2020 background traffic
- 2020 total traffic that contains all traffic projected in the study area, including the Bell Office Park

At the intersection of Church Street East and Wilson Pike Circle, the TIS recognized a significant increase in the delay for northbound traffic on Wilson Pike Circle as result of this development. The table below reflects this impact:

PM Peak Hour Condition	Time Delay	Vehicle Queue Length
Existing	3.4 min.	675 ft.
Future w/o Proposed Development	3.7 min.	740 ft.
Future w/ Proposed Development	5.7 min.	1,075 ft.

Future w/ Proposed Development and Signal Timing Changes	2.6 min.	830 ft.
--	----------	---------

Please note that the proposed traffic improvements reflected above due to signal timing changes would mean giving greater preference to Wilson Pike Circle in the timing plan (i.e. more green time) which would negatively affect traffic flow on Church Street and the greater surrounding area and is not likely to be feasible.

The TIS does not recommend any improvements at this intersection, primarily because of impacts to adjacent properties. Road widening and turn lane improvements would be required at this intersection to mitigate the traffic impacts. The City has no current plans for a larger intersection improvement project at this location. Any requirement for improvements to be funded by the developer would require the City to potentially intervene through the use of eminent domain to acquire the needed right of way at the developer's expense. One important issue to note is that the majority of the traffic impacts are the result of the trips generated by the proposed office use in this redevelopment plan, which could be developed under the existing zoning, subject to Planning Commission approval where the traffic impacts would still be considered.

At the intersection of Franklin Road and Wilson Pike Circle, because of the likelihood that existing traffic volumes and levels of service and continued traffic growth will occur in this area, the study identifies that installation of a new traffic signal should be considered in the future. While future funding of additional traffic signals is provided in the six year CIP, specific locations have not been identified at this time.

At the project's north and south driveway accesses to Wilson Pike Circle, the TIS recommends that both driveways include one entering and one exiting lane with a pavement width of 24 feet. Additionally, the area adjacent to each new driveway should include the removal of trees, landscaping and brush to enhance sight distances at each driveway.

Finally, the TIS recommends that the project include a right-of-way dedication of ten feet wide along the entire project frontage.

If approved on first reading, the proposed rezoning will be added to the July 10 Planning Commission agenda for review and recommendation. Prior to that meeting, the applicant 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. The community meeting is tentatively scheduled for July 27 in the Annex Room at City Hall. A public hearing on the ordinance is scheduled for August 14, with second and final reading to be held August 28, 2017.

Should 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 related to the subject property.

Fiscal Impact

Attachments

Ordinance 2017-14

Attachment B

Proposed Site Plans

Application Package & Description

Receipt

TIS Conclusions & Recommendations

Alternate Scenarios

ORDINANCE 2017-14

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 WEST SIDE OF WILSON PIKE CIRCLE, APPROXIMATELY 0.30 MILES SOUTH OF ITS INTERSECTION WITH CHURCH STREET EAST, FROM THE C-2 (COMMERCIAL RETAIL) ZONING DISTRICT TO THE C-3 (COMMERCIAL SERVICE-WAREHOUSE) 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 west side of Wilson Pike Circle Pike, approximately 0.30 miles south of its intersection with Church Street East, is hereby changed from the C-2 (Commercial-Retail) zoning district to the C-3 (Commercial Service-Warehouse) 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	_____
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	_____
			Date of publication:	_____
PUBLIC HEARING	Notice published in:	<u>Tennessean (Williamson)</u>		
	Date of publication:	_____		
	Date of hearing:	_____	EFFECTIVE DATE	_____

MAYOR Jill Burgin

RECORDER Deborah Hedgepath

Approved as to form:

CITY ATTORNEY Roger A. Horner

ATTACHMENT A
PROPERTY DESCRIPTION
ORDINANCE 2017-14

The subject property is located at 263 Wilson Pike Circle in the City of Brentwood Tennessee.

Said addresses are identified by the Williamson County Property Assessor as being Map 011B, Group C, Parcel 01000, including approximately 2.05 acres.

The subject property area includes an area of 2.05 acres MOL.

AREA CALCULATIONS

APPROXIMATE SITE AREA: 4.2 ACRES

4.2 ACRES

OFFICE BUILDING AREA:

(3 FLOORS OVER 1 LVL OF PARKING)

74,327 GSF

SELF-STORAGE BUILDING AREA:

(4 FLOORS)

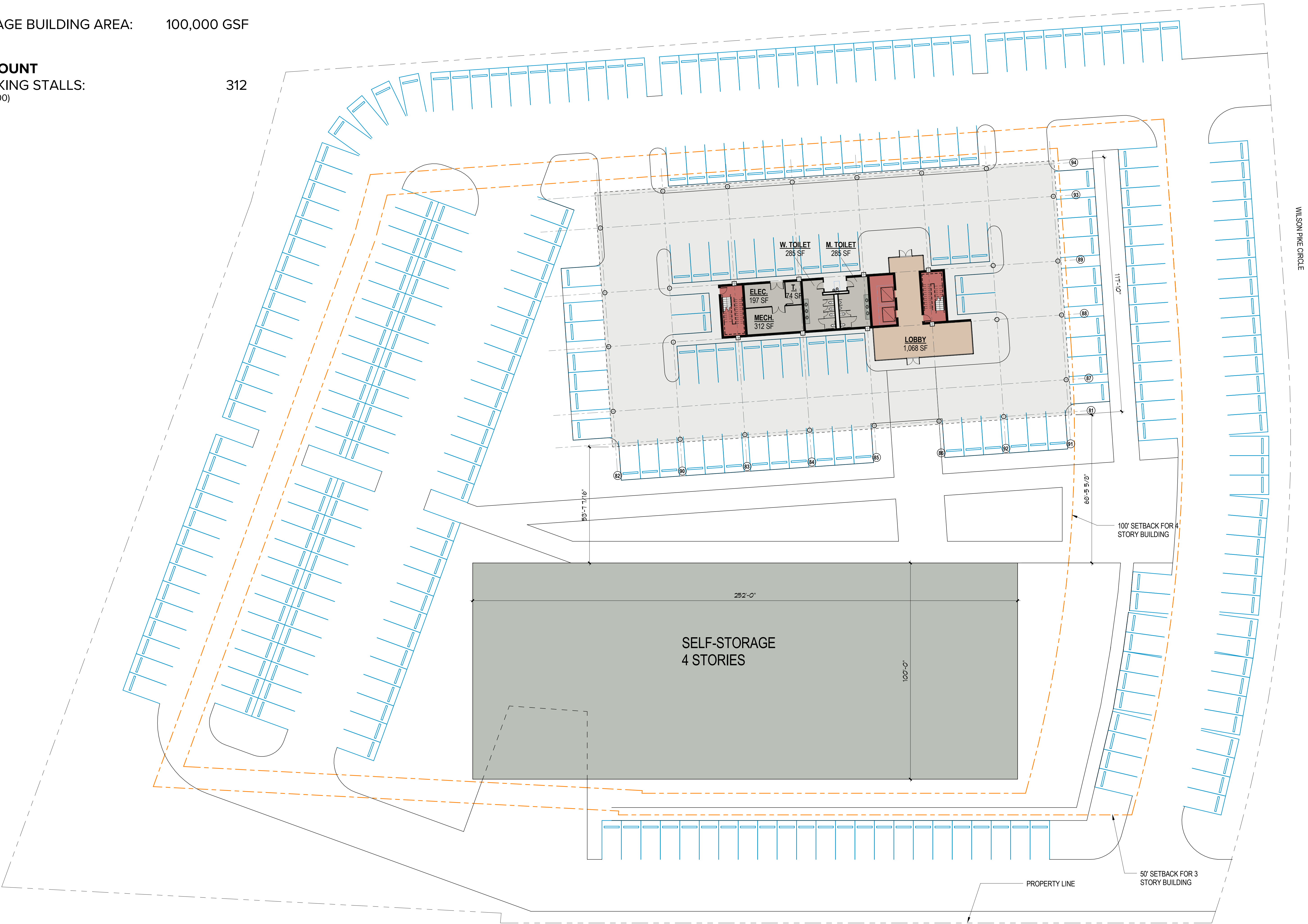
100,000 GSF

PARKING COUNT

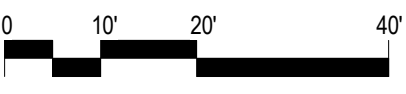
TOTAL PARKING STALLS:

(RATIO OF 4.2:1,000)

312



1 CONCEPTUAL SITE PLAN
SCALE: 1" = 20'-0"





BELL OFFICE PARK

Brentwood, TN

PRESENTATION				
SHEET #	DRAWING TITLE	Original Issue Date	CURRENT REVISION	CURRENT REVISION DATE
A1	CONCEPTUAL SITE PLAN	05.25.17		
A2	TYP. OFFICE FLOOR PLAN	05.25.17		
A3	PERSPECTIVES	05.25.17		

ISSUE DESCRIPTION NOT FOR CONSTRUCTION
CONCEPT DESIGN
ORIGINAL ISSUE DATE
05.25.17
ESa PROJECT NUMBER
16029.00

DOCUMENT CHANGES

[illegible]

Project Description		CONCEPTUAL DESIGN	
Original Issue Date		05.25.17	
Project No		16029.00	
Drawn By	Author	Checked By	Checker
Drawing Title			

CONCEPTUAL SITE PLAN

Sheet Number

A1

10 100

AREA CALCULATIONS

APPROXIMATE SITE AREA: 4.2 ACRES

4.2 ACRES

OFFICE BUILDING AREA: 74,327 GSF
(3 FLOORS OVER 1 LVL OF PARKING)

74,327 GSF

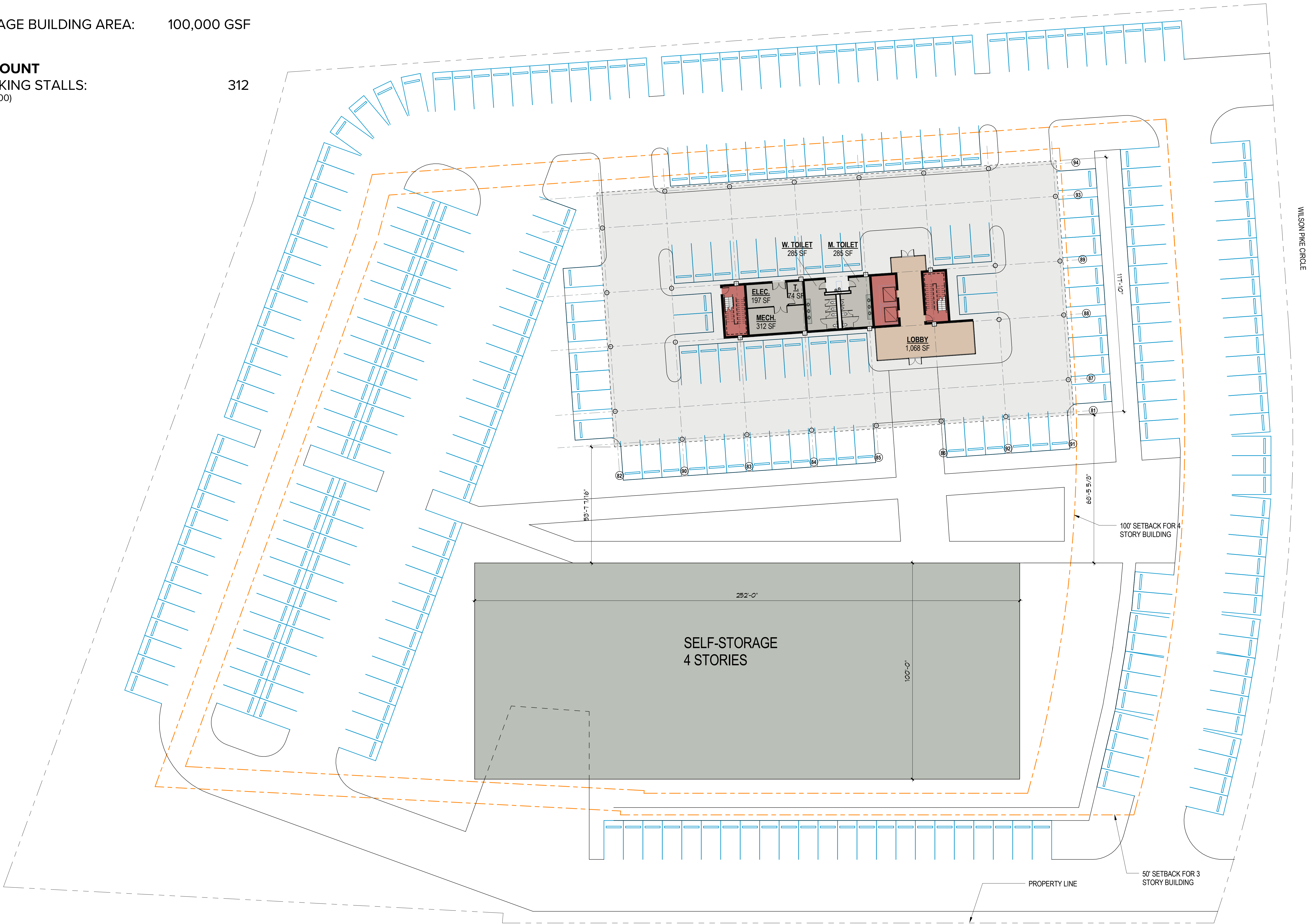
SELF-STORAGE BUILDING AREA: 100,000 GSF
(4 FLOORS)

100,000 GSF

PARKING COUNT

TOTAL PARKING STALLS:
(RATIO OF 4.2:1,000)

312



1 CONCEPTUAL SITE PLAN

SCALE: 1" = 20'-0"

SCALE: 1" = 20'-0"



GRAPHIC SCALE: 1" = 1'-0"

GRAPHIC SCALE: 3/4" = 1'-0"

GRAPHIC SCALE: 1/2" = 1'-0"

GRAPHIC SCALE: 3/8" = 1'-0"

GRAPHIC SCALE: 1/4" = 1'-0"

GRAPHIC SCALE: 3/16" = 1'-0"

GRAPHIC SCALE: 1/8" = 1'-0"

GRAPHIC SCALE: 9/32" = 1'-0"

GRAPHIC SCALE: 1/16" = 1'-0"

GRAPHIC SCALE: 1/32" = 1'-0"

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GRAPHIC SCALE: 1/32" = 1'-0"

GRAPHIC SCALE: 1/16" = 1'-0"

GRAPHIC SCALE: 3/32" = 1'-0"

GRAPHIC SCALE: 1/8" = 1'-0"

GRAPHIC SCALE: 3/16" = 1'-0"

GRAPHIC SCALE: 1/4" = 1'-0"

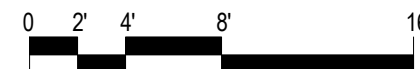
GRAPHIC SCALE: 1/2" = 1'-0"

GRAPHIC SCALE: 3/4" = 1'-0"

GRAPHIC SCALE: 1" = 1'-0"

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5/25/2017 4:47:09 PM

1 TYP. OFFICE FLOOR PLAN
SCALE: 1/8" = 1'-0"



Seals

CONCEPT DESIGN

PRELIMINARY
NOT FOR CONSTRUCTION

BELL
& ASSOCIATES CONSTRUCTION

BELL OFFICE PARK

Brentwood, TN

DOCUMENT CHANGES

Description	Date

Issue Description	CONCEPT DESIGN
Original Issue Date	05.25.17
Project No	16029.00
Drawn By	Author
Checked By	Checker
Drawing Title	

TYP. OFFICE FLOOR
PLAN

Sheet Number

A2

Brentwood, TN

1100



REQUEST FOR ZONING CHANGE BELL PARK MIXED USE PROJECT



REQUEST FOR ZONING CHANGE BELL PARK MIXED USE PROJECT

Prepared for:
Jeff Dobson, Director
5211 Maryland Way
Brentwood, TN 37027
615.371.2204 p

Submitted By:
BBDB, LLC
April 14, 2017



WRITTEN AUTHORIZATION FROM OWNER





April 14, 2017

Prepared for:
Jeff Dobson, Director
5211 Maryland Way
Brentwood, TN 37027
615.371.2204 p

RE: Request for zoning change for Wilson Pike Circle Property at 255 and 263 Wilson Pike Circle

Dear Director Dobson,

BBDB, LLC is pleased to submit our request for zoning change for the two properties located at 255 Wilson Pike Circle and 263 Wilson Pike Circle, Brentwood, Tennessee. We are requesting a change from C-2 to C-3. Bell and Associates Construction recently moved to Brentwood Commons after 40 years of being in the same office. Our old office is now vacant. We are looking to redevelop the property.

- **Mixed Use Project:** We are working on a project that would incorporate office, retail, and Class A self storage. We believe it will be much improved aesthetically to what is currently there.
- **Commercial Artery:** Currently there is only commercial nearby and no residential. We believe this project will enhance the property values of our neighbors and not be controversial.
- **C-3 nearby:** Currently there is C-3 nearby, just down the street at church.
- **Self Storage with an office facade:** The Self Storage component will be a class A facility with an office like facade indistinguishable from the office space.

The Bell Team is committed to bringing our best to this project. Please feel free to contact me at (615) 373-4343 if I can answer any questions or provide additional information.

Sincerely,

Darek Bell
Property Owner

REQUEST FOR ZONING CHANGE FORM



City of Brentwood
Planning and Codes Department
5211 Maryland Way (37027)
P.O. Box 788
Brentwood, TN 37024-0788

Office (615) 371-2204

Fax (615) 371-2233

www.brentwood-tn.org/planning



MARCH 1, 2016

MARCH 1, 2016

MARCH 1, 2016

MARCH 1, 2016

APPLICATION FOR


◆ REQUEST FOR ZONING CHANGE ◆

1.) GENERAL INFORMATION:

Project Name: Bell Park
Project Location (address): 255 and 263 Wilson Pike Circle, Brentwood, TN 37204
Map / Group / Parcel #: 255 and 263 Wilson Pike Circle, Brentwood, TN 37204
(obtain this information from the Williamson County Property Assessor's data. If more than one parcel, attach a separate sheet listing tax map information for each parcel)
Current Zoning: C-2
Requested Change: C-3
Area of Property (acres): 4.2 acres

Property Description: Attach a current description of the affected property's location, boundaries and size, in sufficient detail and accuracy, as determined by the Planning Director, so as to clearly delineate the area to be rezoned.

2.) APPLICANT INFORMATION:

Name: Darek Bell
Company: BBDB, LLC
Mailing Address: 255 and 263 Wilson Pike Circle,
Brentwood, TN 37204
Phone Number: (615) 351-9442 Fax Number: (615) 373-9224
Email Address: dbell@balp.com
Signature of Owner:
Authorized Representative: 
Print Name: Darek Bell

3.) OWNER INFORMATION:

Name: Darek Bell
Company: BBDB, LLC
Mailing Address: 255 and 263 Wilson Pike Circle,
Brentwood, TN 37204
Phone Number: (615) 351-9442 Fax Number: (615) 373-9224
Email Address: dbell@balp.com
Owner's Signature: _____
Print Name: Darek Bell

This application shall be signed by all owners of the property, provided that if any interest in the affected property is owned by a corporate entity, limited partnership, governmental entity or nonprofit organization, such form shall be signed by a duly authorized official of such owner.

4.) REVIEW FEES:

The Brentwood Board of Commissioners has adopted the following sliding schedule of application fees for a zoning district change, effective March 7, 2005:

- Less than twenty-five (25) acres - \$1,000.00
- Twenty-five (25) acres but less than fifty (50) acres - \$2,000.00
- Fifty (50) acres but less than one hundred (100) acres - \$3,000.00
- One hundred (100) acres but less than two hundred (200) acres - \$4,000.00
- Two hundred (200) acres or greater - \$5,000.00

FOR STAFF USE ONLY:

FEE SUBMITTED: \$ _____ RECEIPT #: _____ PROJECT
NUMBER: _____

5.) INFORMATION REQUIRED AS PART OF THE INITIAL SUBMITTAL:

- Three (3) complete paper sets and one (1) complete set on CD disc of the proposed development plan(s);
- Completed, signed request for zone change application;
- The applicable review fee;
- Written authorization from the current property owner;
- A current property description;
- A vicinity map showing the parcel configuration in an area 250 feet surrounding the subject property.
- Digital files in .jpg format on CD-ROM for use as part of the presentation to the Board of Commissioners.

6.) IMPORTANT ADDITIONAL INFORMATION:

All information as required by applicable sections of the Brentwood Municipal Code and this application shall be included as part of the initial original submittal package. Failure to include a complete review package may result in the delay of the rezoning application.

The Board of Commissioners has established a policy that all requests for rezoning will be heard on first reading at the first regularly scheduled meeting of the month. The Board of Commissioners meets on the second and fourth Monday of the month. There are several exceptions, please see the adopted schedule, located on-line at www.brentwood-tn.org.

Written notification shall be sent to all adjacent property owners within 1000 feet of the subject property. These notifications shall be sent via certified mail, return receipt requested. A listing, sorted alphabetically, of all property owners notified and green Return Receipt cards shall be forwarded to staff for inclusion in the city rezoning file.

City of Brentwood Municipal Code Section 78-87
Procedure for Zoning District Change.

- (a) *Contents of rezoning request.* Any request for a zoning district change shall be submitted to the planning director and shall include the following:
- (1) A completed request for rezoning form, which must be signed by all owners of the property, provided that if any interest in the affected property is owned by a corporate entity, limited partnership, governmental entity or nonprofit organization, such form shall be signed by a duly authorized official of such owner. The planning director shall prescribe the format of such form.
 - (2) A current description of the affected property's location, boundaries and size, in sufficient detail and accuracy as determined by the planning director so as to clearly delineate the area to be rezoned.
 - (3) Map and information regarding the physical characteristics of the surrounding area within at least 250 feet of the development.
 - (4) A statement of the nature of the landowner's interest in any proposed development of the land and a written statement of concurrence from all parties having a beneficial interest in the affected property.
 - (5) An application fee, based on the total acreage proposed for rezoning, as set forth below:
 - a. less than 25 acres - \$1,000.00.
 - b. at least 25 acres but less than 50 acres - \$2,000.00.
 - c. at least 50 acres but less than 100 acres - \$3,000.00.
 - d. at least 100 acres but less than 200 acres - \$4,000.00.
 - e. 200 acres or greater - \$5,000.00.

(b) *Community meeting.* The parties requesting the zoning district change shall hold a community meeting to present the particulars of the proposed rezoning, including the details of any associated development plans. The community meeting shall be held at the city's public library or municipal center, or, with the planning director's approval, at a service/institution facility with indoor meeting rooms that is located near the affected property proposed for rezoning. This meeting shall take place prior to the planning commission meeting at which the rezoning is to be considered.

(c) *Written notification to affected property owners.* The parties requesting the zoning district change shall make a reasonable effort to notify all property owners within 1,000 feet of the boundaries of the property proposed for rezoning at least ten days prior to the community meeting. The notification boundary area shall be determined by the planning director or his designee. Notification shall be satisfied by the parties through evidence of delivery confirmation or proof of delivery attempt to the property owner by the U.S. Postal Service. The property owners data base used for notification shall be the latest certified tax year information available through the Williamson County Property Assessor's Office. Said notification shall include notice of the community meeting, as well as notice of the scheduled meetings of the planning commission and the board of commissioners at which the rezoning is to be considered.

(d) *Signs.* The parties requesting the zoning district change shall post official city rezoning signs on each street frontage of the property stating the current zoning, the requested zoning change, and dates of the community meeting and public hearing. Such signs shall be located five feet from the street right-of-way or 15 feet from the edge of the pavement, and shall be a minimum of foursquare feet in size, with no element higher than six feet from grade. To ensure proper visibility, the planning and codes department shall inspect and approve the location of the sign. Such signs shall be secured with a deposit of \$150.00 per sign, shall be erected a minimum of 15 days prior to the required community meeting, and shall be returned within five days following the public hearing before the board of commissioners.

(e) *Agenda scheduling.* No request for a zoning district change shall be considered by the board of commissioners until the request is deemed complete by the planning director. When an application for a zoning district change is complete, consideration of the change shall be scheduled on the agenda of the board of commissioners for first reading, provided that first reading shall be scheduled for the first meeting of any given month to allow for timely scheduling of the required community meeting. If a request for a zoning district change is deemed incomplete by the planning director, he shall notify the parties making the request of the need for additional information. Such notification shall be sent by the planning director within ten days of the submittal of an original request or amended request. Until deemed complete by the planning director, a request shall be held in abeyance and not submitted to the board of commissioners for consideration.

(f) *Timetable for consideration and approval.*

- (1) After a rezoning ordinance has been officially placed on the board of commissioners agenda for consideration on first reading, the applicant shall be allowed a maximum of 120 days from that meeting date to complete the rezoning process.
- (2) After the zoning district change is officially placed on the agenda, the applicant may obtain, at any time, a deferral of consideration by the board of commissioners and/or planning commission. However, if the deferral(s) initiated by the applicant result in the rezoning process exceeding 120 days, the rezoning ordinance shall be deemed void.
- (3) If the rezoning ordinance is deemed void, any further request for a rezoning district change shall require the applicant to submit a new application for consideration on first reading, based on the latest procedural requirements and technical standards in the zoning ordinance.
- (4) The 120-day time limitation established herein shall not apply to any deferrals of consideration resulting from formal action by the board of commissioners or planning commission. If any such actions occur, the 120 day period shall be extended by the number of days during which consideration is deferred by the action of either board.

(g) *Re-submittals.* A submittal of a request for a zoning district change for any property for which a rezoning was previously disapproved by the board of commissioners or voided due to deferrals shall not be accepted by the planning director for a period of six months following the last action of the board of commissioners or the date the request became void. However, the board of commissioners may, by majority vote, direct the planning director to reinstate a rezoning ordinance at any time under the procedures set forth herein.

(h) *Correction of errors.* In the event a minor error, as defined in this subsection, is discovered in the description of the location, boundaries or size of property which has been rezoned pursuant to this section, a corrected description may be substituted with the approval of the planning director. The corrected description shall thereafter serve as the basis for delineating the area which has been rezoned. An error shall be considered a "minor error" if the erroneous description and the corrected description differ by no more than one acre in total area, and any minimum amount of land required under the applicable zoning district is maintained. An error other than a minor error, as defined herein, shall require such corrective action by the board of commissioners and planning commission as deemed necessary by the city attorney.

Sec. 78-88. Planning commission review.

No amendment to this chapter, nor any zoning district change shall become effective unless the amendment is first submitted to the planning commission for its recommendations regarding approval or disapproval. If the planning commission recommends disapproval of an amendment, it shall require a favorable vote of the majority of the entire membership of the board of commissioners to become effective. If the planning commission does not provide a recommendation on the proposed amendment within 35 days after passage on first reading by the board of commissioners, the absence of action shall be considered as a recommendation for approval of the proposed amendment; provided, however, that a party requesting a zoning district change may waive this provision and consent to an extension of time for the planning commission's recommendation.

PROPERTY DESCRIPTION



Location



Williamson County Property Assessment Database

Property Details for: 255 WILSON PIKE CIR

County Number 94**Current Tax Year** 2017

Property Owner and Address

Owner BBDB INVESTMENTS LLC**Address** PO BOX 363
BRENTWOOD, TN 37024

Property Location

Address 255 WILSON PIKE CIR

DI	15	Map	011G	Group	C		
Ctrl	011B	Parcel	00900	PI		SI	000

Value Information

Valuation Year 2016**Market Appraisal****Land Market Value** \$1,097,300**Improvement Value** \$1,052,500**Total Market Appraisal** \$2,149,800**Assessment %** 40%**Assessment** \$859,920

General Information

Lot Dimensions 200.0 × 470.0**Legal Acreage** 2.1000**Property Class** 108 Commercial**City** Brentwood (086)

Building Information

Building	C01	Year Built	1948
C01 Area			
Floor	Base	Finished	
1	9088	None	
2	1908	None	

Features

Feature Type	Description	Building
Attached Shed	1830 SF	C01
Residential Paving/Driveway	6000 SF	C01
T31SO	3120 SF	C01
FENCECL	960	C01

Sales Information

Sales Date	Price	Deed Book	Deed Page
2013-05-14	\$0	5922	82
2010-10-15	\$0	5220	348

Williamson County Property Assessment Database

Property Details for: 263 WILSON PIKE CIR

County Number 94

Current Tax Year 2017

Property Owner and Address

Owner BBDB INVESTMENTS LLC

Address PO BOX 363
BRENTWOOD, TN 37024

Property Location

Address 263 WILSON PIKE CIR

DI	15	Map	011G	Group	C		
Ctrl	011B	Parcel	01000	PI		SI	000

Value Information

Valuation Year 2017

Market Appraisal

Land Market Value \$1,410,800

Improvement Value \$69,400

Total Market Appraisal \$1,480,200

Assessment % 40%

Assessment \$592,080

General Information

Lot Dimensions 0.0 x 0.0

Legal Acreage 2.7000

Property Class 108 Commercial

City Brentwood (086)

Subdivision & Lot 1. BRENTWOOD,
lotPlat Book & Page 1. Book; ,
Page:

Building Information

Building	C01	Year Built	1950
C01 Area			
Floor	Base	Finished	
1	1056	None	

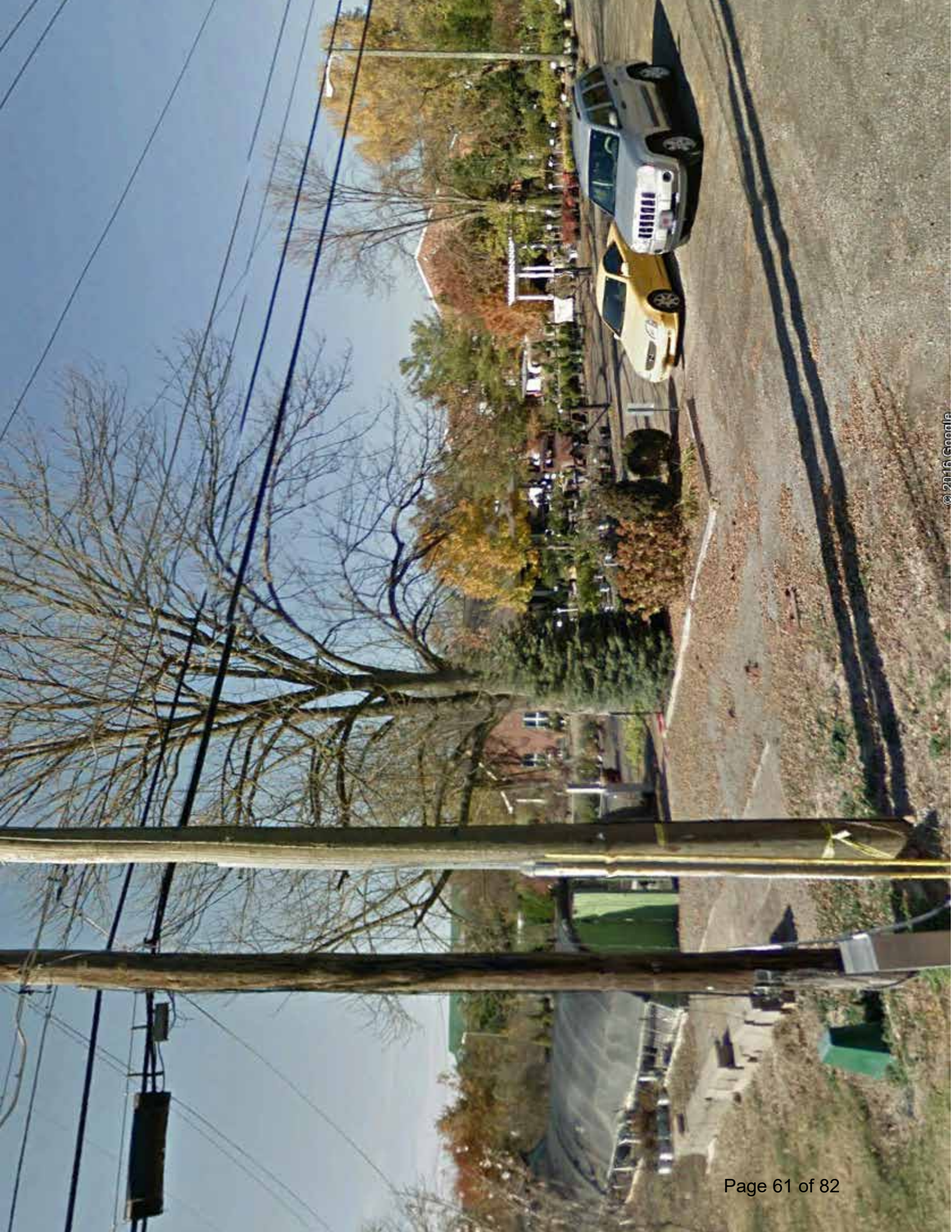
Features

No features on record

Sales Information

Sales Date	Price	Deed Book	Deed Page
2013-05-14	\$0	5922	79
2010-10-15	\$0	5220	350
2010-10-15	\$0		
2008-12-31	\$0		





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VICINITY MAP



Bell Park Map

Bell Park Mixed Use Development

Bell Park Mixed Use Dev

Wilson Pike Cir

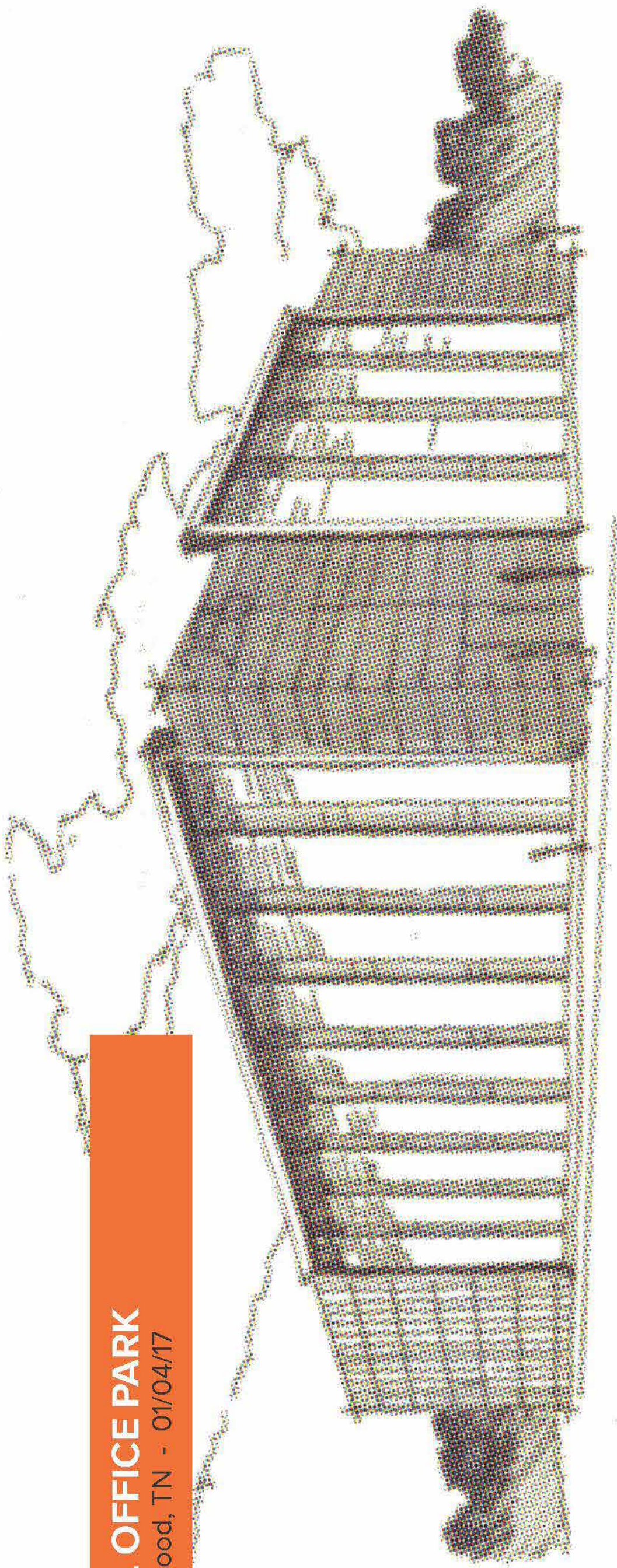
DEVELOPMENT PLANS



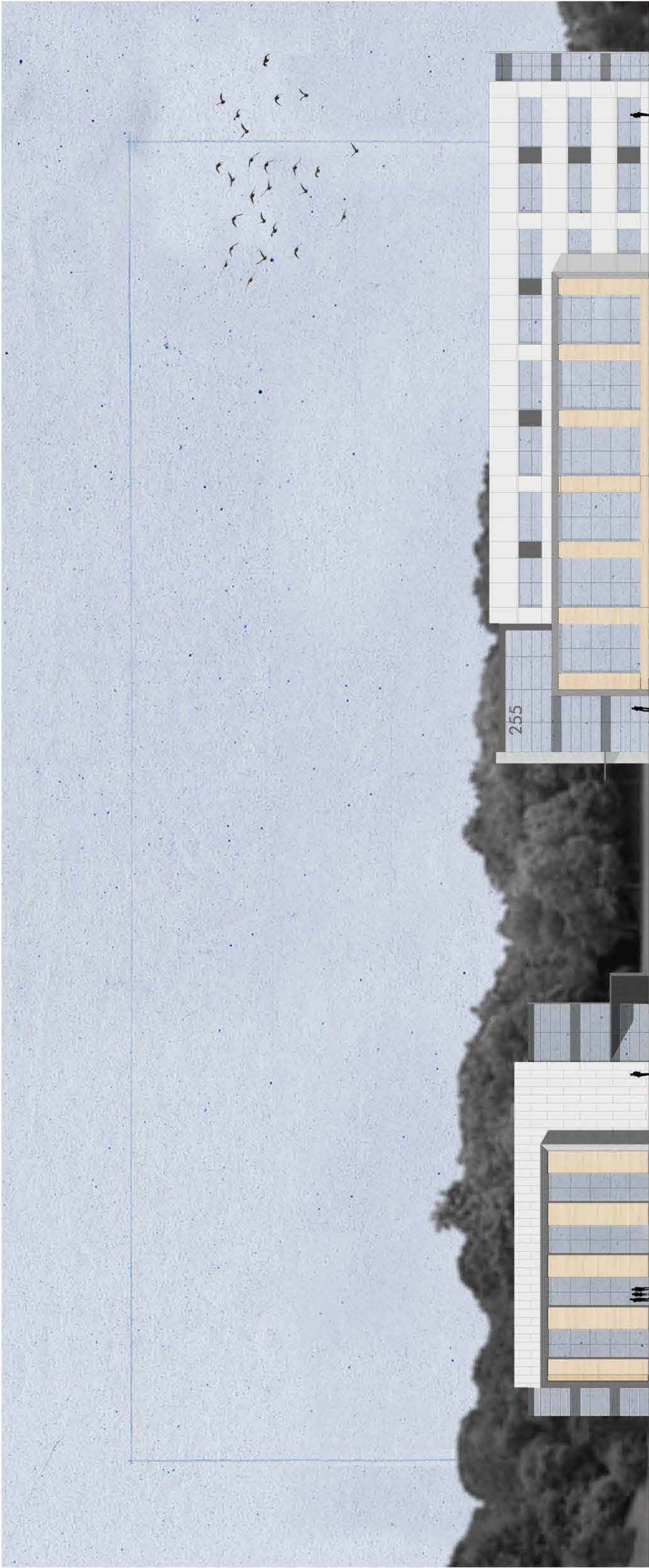


BELL OFFICE PARK

Brentwood, TN - 01/04/17







WILSON PIKE CIRCLE ELEVATION



VIEW OF MAIN ENTRANCE FROM REAR PARKING LOT



VIEW FROM REAR PARKING LOT



VIEW FROM NORTHEAST ENTRY



CITY OF BRENTWOOD TENNESSEE

RECEIPT

Number: PRJ2718

Project Number ZON1705-001
Address 255 WILSON PIKE CIR
Applicant
Owner BBDB, Investments LLC
Project Description Rezoning -- Bell Property

FEES PAID

2005 REZONING FEES <25 AC	110-32820	\$1,000.00
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TOTAL FEES PAID	\$1,000.00
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DATE PAID: 5/31/2017

PAID BY: BBDB, Investments LLC

PAYMENT METHOD: CHECK 1429

VII. CONCLUSIONS AND RECOMMENDATIONS

A. Introduction

At full build out, Bell Office Park will contribute approximately 1,300 trips per day to the local roadway network. For this development, a specific review of access and traffic operations during peak periods of site traffic is warranted to provide identify and mitigate significant site traffic impacts.

Based upon a review of the existing and future proposed conditions within the study area, recommendations have been developed to provide efficient ingress and egress for the Bell Office Park while managing the impact to non-site trips on the roadway network.

B. Church Street at Wilson Pike Circle

Traffic operations on Church Street at the signalized intersection with Wilson Pike Circle are currently characterized by level of service C in the a.m. peak hour and level of service D in the p.m. peak hour. Due to the heavy peak hour through volumes and coordination signal system along Church Street, the signal timings at this intersection prioritize the flow of traffic on Church Street over the flow of traffic on Wilson Pike Circle, which is considered the minor street at this intersection. As a result, the traffic operations on the individual approaches of Wilson Pike Circle are characterized by levels of service E and F for existing and future conditions during the a.m. and p.m. peak hour.

With the planned Bell Office Park development, the level of service at this intersection will remain at level of service C during the a.m. peak hour and will deteriorate from level of service D to level of service E during the p.m. peak hour.

While improvements at this intersection would be beneficial even for existing conditions, the feasibility of providing significant improvements is hindered by several challenging factors including the following:

- Right-of-Way – The existing right-of-way on Wilson Pike Circle is approximately 40 feet but does widen on the approaches to Church Street to provide for the existing northbound and southbound left turn lanes at Church Street. Providing additional lanes or extending the existing turn lanes is likely not feasible within the existing right-of-way on Wilson Pike Circle.
- Adjacent Development – On the northwest and southeast corners of this intersection, the parking layout for adjacent businesses is laid out so that a continuous access is in place to allow parked vehicles to backup into Wilson Pike Circle when leaving these businesses. Improving Wilson Pike Circle near Church Street may impact these parking areas and cause accessibility damages to the adjacent businesses.
- CSX Railroad Bridge – There is an existing bridge on Church Street over the CSX Railroad approximately 100 feet west of the intersection with Wilson Pike Circle. It is probable that making improvements to Church Street would impact this existing bridge structure requiring costly modifications and including CSX railroad coordination.
- Interstate 65 Bridge - There is an existing bridge over Church Street at Interstate 65 approximately 450 feet east of the intersection with Wilson Pike Circle. It is possible that making improvements to Church Street would impact the abutments and span of this existing bridge structure requiring costly modifications.
- Proximity of Adjacent Intersections – On Church Street there are nearby traffic signals located 1,020 feet and 375 feet west of Wilson Pike Circle and 740 feet east

of Wilson Pike Circle. In order to increase the capacity and improve traffic operations on Church Street, a corridor type improvement encompassing modifications to all of these nearby intersections may be the most effective option. Minor spot improvements at one intersection may have an insignificant effect due to capacity deficiencies at the nearby intersections.

For the northbound approach of Wilson Pike Circle to Church Street, the Bell Office Park site will have the largest impact during the p.m. peak hour. The analysis of this study does indicate that it is possible to improve traffic operations on Wilson Pike Circle by adjusting the timing of the traffic signal at Church Street. The future conditions during the p.m. peak hour on the northbound approach of Wilson Pike Circle with and without the Bell Office Park site have been reviewed and summarized in Table 12 below.

TABLE 12		
WILSON PIKE CIRCLE NORTHBOUND TRAFFIC CONDITION SUMMARY		
Analysis Scenario (P.M. Peak Hour)	Northbound Approach Delay	Northbound Approach 95th Percentile Queue Length
Existing Traffic	3.4 minutes	675 feet
Future Traffic without Bell Office Park	3.7 minutes	740 feet
Future Traffic with Bell Office Park	5.7 minutes	1,075 feet
Future Traffic with Bell Office Park and with Signal Timing Adjustments	2.6 minutes	830 feet

As shown in table 11, the traffic impact of the Bell Office Park on Wilson Pike Circle at Church Street during the p.m. peak hour will increase the delay and 95th percentile queue length without any roadway improvements or signal timing modifications. However, the analysis also indicates that adjustments to the signal timing at the intersection of Church Street and Wilson Pike Circle can improve the traffic conditions on Wilson Pike Circle.

The following conclusions and recommendations are offered for this intersection.

- Prior to any intersection improvement project by the City of Brentwood or other agency/individual, the feasibility of the proposed improvement should be reviewed with specific considerations given to the availability of right-of-way and the impact that the project will have on the operation and parking of adjacent businesses.
- The improvement of this intersection by adding a right turn lane on Wilson Pike Circle in the northbound and/or southbound direction would provide additional storage length and increase the ability for right turn on red movements on the Wilson Pike Circle approaches. This would improve traffic operations by reducing the queue lengths and approach delay on Wilson Pike Circle. However, the installation of a right turn lane on either approach of Wilson Pike Circle will have a direct impact on the existing adjacent businesses and their parking areas.
- Based on the limited right-of-way that is available and the likelihood for accessibility damages due to the proximity of parking areas and buildings for adjacent businesses on Wilson Pike Circle, no intersection modifications are recommended as a result of the Bell Office Park development.

C. Franklin Road at Wilson Pike Circle

Traffic operations on Wilson Pike Circle at the unsignalized intersection with Franklin Road are currently characterized by levels of service E in the a.m. and p.m. peak hours and will be

characterized levels of service F for future conditions during the a.m. and p.m. peak hour with or without the Bell Office Park site.

In many cases the traffic operation on a stop-controlled approach to an arterial street is expected to be characterized by level of service D or worse due to the heavy traffic volumes on the arterial street. However, since Wilson Pike Circle is a collector street it is reasonable to anticipate that this intersection may be a candidate for signalization if traffic volumes satisfy the required signal warrants. As indicated previously in Table 7, the peak hour signal warrant is currently satisfied by existing traffic volumes and the collection of additional traffic count data during off-peak daytime periods may result in the satisfaction of the eight-hour and/or four-hour signal warrants as well. As shown previously in Table 8, a traffic signal installation at this intersection would provide traffic operations characterized by overall intersection level service A during the a.m. peak hour and level of service B during the p.m. peak hour with all turning movements being characterized by level of service D or better during all time periods.

The following conclusions and recommendations are offered for this intersection.

- Based upon the existing traffic volumes and levels of service as well as the likelihood for continued traffic growth on Wilson Pike Circle, a new traffic signal installation should be considered for this intersection. The City's adopted capital improvements program for the fiscal years 2017-2022 provides for a new traffic signal bi-annually when priority locations that meet required warrants are identified.

D. Wilson Pike Circle at Project Access North

The north access from Wilson Pike Circle will be located approximately 1,365 feet south of Church Street. This access will be located in the same location as the existing driveway to the parcel at 255 Wilson Pike Circle. This driveway will be located approximately 20 feet south of the northern site boundary, approximately 25 feet south of the nearest driveway on the same side of Wilson Pike Circle, and approximately 15 feet south of the nearest driveway on the opposite side of Wilson Pike Circle.

The intersection capacity analysis and turn lane warrant evaluations completed for this site access indicate that a right turn lane and left turn lane on Wilson Pike Circle are not warranted and that traffic exiting the site will be characterized by level of service during all future peak periods with one exiting lane for right and left turns.

The following recommendations are offered for this proposed site access.

- The site access to Wilson Pike Circle should include one lane for entering traffic and one lane for exiting traffic. The minimum pavement width on the site access should be 24 feet.
- The final site plan for the Bell Office Park should include the removal of existing trees, landscaping, and development signage located within the intersection sight triangle for AASHTO Case B1 (Left turn from the minor road) at the north project access.

E. Wilson Pike Circle at Project Access South

The south access from Wilson Pike Circle will be located approximately 1,710 feet south of Church Street. Currently, there is a continuous access along Wilson Pike Circle for a distance of 170 feet to the parcel at 263 Wilson Pike Circle. The existing continuous access will be removed and replaced by the South Access that will have a width no greater than 40 feet. This driveway will be located approximately 10 feet north of the southern site boundary, approximately 180 feet north of the nearest driveway on the same side of Wilson Pike Circle,

and approximately 315 feet south of the nearest driveway on the opposite side of Wilson Pike Circle.

The intersection capacity analysis and turn lane warrant evaluations completed for this site access indicate that a right turn lane and left turn lane on Wilson Pike Circle are not warranted and that traffic exiting the site will be characterized by level of service B during all future peak periods with one exiting lane for right and left turns.

The following recommendations are offered for this proposed site access.

- The site access to Wilson Pike Circle should include one lane for entering traffic and one lane for exiting traffic. The minimum pavement width on the site access should be 24 feet.
- The final site plan for the Bell Office Park should include the removal of existing trees, landscaping, and development signage located within the intersection sight triangle for AASHTO Case B2 (Right turn from the minor road) at the south project access.

F. Wilson Pike Circle Corridor

Wilson Pike Circle is classified as a collector street in the City of Brentwood. Based on the City's municipal code and subdivision regulations, the right-of-way width of a new commercial collector street should be 60 feet. The design section of a new commercial collector should include a pavement width of 36 feet, curb and gutter, and sidewalks with widths of six (6) feet.

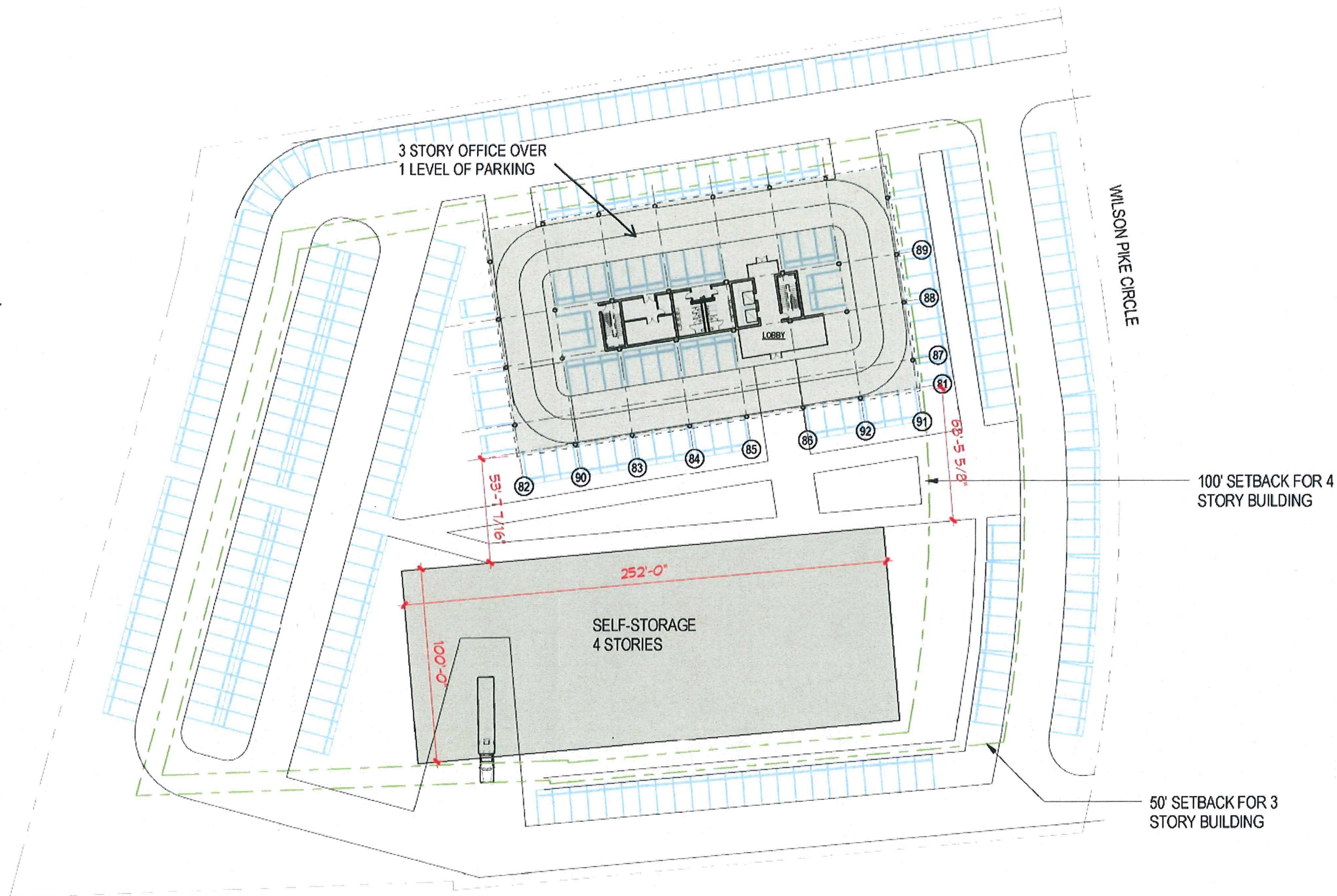
The existing right-of-way width on Wilson Pike Circle is approximately 40 feet north of the Bell Office Park site and approximately 50 feet or greater south of the Bell Office Park site. The existing pavement width is 22 feet. The Bell Office Park site includes 400 feet of frontage on Wilson Pike Circle.

While Wilson Pike Circle does not meet the City standards or AASHTO guidelines for a new commercial collector street, it is important to note that *A Policy on the Geometric Design of Highways and Streets* published by AASHTO recognizes that in most cases existing roads are not unsafe if they do not meet new or updated roadway design standards and the initiation of improvement project is not required solely based on that circumstance. In fact, for many roads where significant horizontal or vertical alignment changes are not necessary, existing design values may be used in future resurfacing, restoration, or rehabilitation projects. Based on this guidance, the existing geometry and characteristics of Wilson Pike Circle may provide satisfactory roadway conditions unless specific site investigations, crash history analysis, or traffic volume growth indicate otherwise.

The following recommendations are offered for Wilson Pike Circle related to the Bell Office Park site.

- The final site plan for the Bell Office Park should include a right-of-way reservation with a width of ten (10) feet along the frontage of Wilson Pike Circle. The purpose of this reservation is to allow for the City's standard commercial collector street right-of-way section in the event that the City of Brentwood implements a corridor improvement project on Wilson Pike Circle in the future.

74,327 sqft office
 100,800 sqft storage
 TOTAL: 312 SPACES
 4.2 spaces PER 1000 SQFT



Alternate parking scenario

74,327 sqft office
99,750 sqft storage
98 SURFACE PARKING SPACES
236 GARAGE SPACES

TOTAL: 334 SPACES

4.49 spaces PER 1000 SQFT

