



Agenda for the Regular Meeting of Board of Commissioners
Monday, April 9, 2018 - 7:00 pm
Brentwood City Hall

Call to Order by Mayor

Roll Call

Invocation led by Commissioner Travis

Pledge of Allegiance to the Flag by Mayor Burgin

Public Hearing

1. Public hearing on Ordinance 2018-05 - AN ORDINANCE REZONING PROPERTY LOCATED AT 9714 SPLIT LOG ROAD FROM SI-2 (SERVICE INSTITUTION - EDUCATIONAL) TO R-2 (SUBURBAN RESIDENTIAL)

Public hearings on rezoning ordinances are primarily intended as opportunities for citizens to voice their views in support of or opposition to a rezoning that has been proposed by other parties.

Persons speaking on behalf of the property owner or the applicant for the rezoning are allowed opportunities to speak when the ordinance is considered for passage on first and second reading, and are encouraged to confine their remarks to those opportunities.

Approval or Correction of Minutes

March 26, 2018

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 2018-17 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGH TECH SPECIAL EFFECTS, INC. FOR THE 2018 INDEPENDENCE DAY FIREWORKS SHOW, for adoption
2. Resolution 2018-26 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH MICROSOFT CORPORATION AND DELL, INC. FOR THE LICENSING OF OFFICE 365, for adoption
3. Approval to purchase a 2018 SUV 4x4 through State Contract
4. Approval to surplus Police Department weapons and related equipment

Old Business

1. Other old business

New Business

1. Resolution 2018-24 - A RESOLUTION ESTABLISHING AN AD-HOC 50TH ANNIVERSARY STEERING COMMITTEE, for adoption
2. Resolution 2018-25 - A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY FOR THE CONSTRUCTION AND USE OF A COMMUNICATIONS TOWER FACILITY, for adoption
3. Other new business
 - a. Appointment of one (1) member to the Williamson County Board of Equalization
 - b. Appointment of two (2) members to the Park Board



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: 04/09/2018

Ordinance 2018-05, An Ordinance Proposing the Rezoning of 12.78 acres located at 9714 Split Log Road From SI-2 to R-2

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Public Hearing for Ordinance 2018-05, which proposes the rezoning of property located at 9714 Split Log Road. The requested change is from the SI-2 (Service Institution -- Educational) zoning district to the R-2 (Suburban Residential) zoning district. The subject property includes a total of 12.78 acres and is located on the north side of Split Log Road, along the easterly boundary of the City.

Background

Williamson County Schools (WCS) requests consideration of a rezoning proposal for the property located at 9714 Split Log Road, which is situated along the eastern edge of the City.

The subject property includes a total of 12.78 acres, and is the former Foster homestead that was purchased by WCS in 2017 for construction of Jordan Elementary School and the future construction of a middle school on the northern portion of the site. WCS has determined that the 12.78-acres located east of the tributary to Owl Creek is surplus property and not conducive for school development. With the rezoning, WCS will be able to sell the property to another party, presumably to recoup some of its original land acquisition costs.

Presently, there is one house located on the remnant tract. According to the Property Assessor, the house includes an area of 3,224 square feet and was originally constructed in 1965. There are also several accessory structures on the property. As the property is currently owned by the school district, no development plan has been proposed to determine the potential number of developable lots.

In April 2017, the Board of Commissioners approved Ordinance 2017-07, which changed the zoning on approximately 83.51 acres from R-2 to SI-2. This 12.78-acre remnant tract was included as part of the original rezoning. Construction continues on the new Jordan Elementary School, which is located on the remaining 70.7 +/- acre portion of the property.

The proposed ordinance was approved on first reading on March 12th. The Planning

Commission will provide its review and recommendation at their regular meeting of April 3rd. The required Community Meeting was conducted on March 27th. The public hearing is scheduled for April 9th, with second and final reading scheduled for April 23, 2018.

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

Staff Recommendation

Not Applicable.

Previous Commission Action

On March 12, 2018 the Board of Commissioners voted unanimously seven four and zero against (7-0), passing Ordinance 2018-05 on first reading.

On April 24, 2017 the Board of Commissioners voted unanimously seven for and zero against (7-0) to approve Ordinance 2017-04 on second and final reading.

On April 10, 2017 the Board of Commissioners conducted the Public hearing for Ordinance 2017-07. The following citizens spoke related to the proposed ordinance with concerns primarily related to traffic impacts.

Tom Matyas, 1820 Burland Crescent
Todd Morris, 1836 Burland Crescent
Laura Barnes, 1873 Burland Crescent

On March 13, 2017 the Board of Commissions voted unanimously, six for and zero against (6-0), passing Ordinance 2017-07 on first reading

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 04/09/2018

Approval or correction of minutes from Regular Scheduled Commission meeting

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the March 26, 2018 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

DRAFT

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, March 26, 2018 at 7:00 pm at Brentwood City Hall.

Present: Mayor Jill Burgin; Vice Mayor Mark Gorman; Commissioner Betsy Crossley; Commissioner Anne Dunn; Commissioner Rhea Little; Commissioner Ken Travis

Absent: Commissioner Regina Smithson

Staff City Manager Kirk Bednar; Assistant City Manager Jay Evans; City Attorney Kristen

Present: Corn; City Recorder Holly Earls

Mayor Burgin led the Invocation. The Pledge of Allegiance was led by Commissioner Travis.

Approval or Correction of Minutes

March 12, 2018

Moved by Commissioner Rhea Little for approval of the minutes as written, seconded by Commissioner Ken Travis

Vote: 6 - 0 Approved - Unanimously

Consent Agenda

Resolution 2018-22 - A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PUBLIC ACCESS EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FROM INGLEHAME FARMS HOMEOWNERS' ASSOCIATION, INC. FOR A MULTI-PURPOSE TRAIL LOCATED IN THE OPEN SPACE OF THE INGLEHAME FARMS SUBDIVISION, for adoption

Moved by Vice Mayor Mark Gorman for approval of the items on the Consent Agenda, seconded by Commissioner Rhea Little

Vote: 6 - 0 Approved - Unanimously

New Business

Other new business

The report on the recent debt funding obligation (State Form CT-0253) was presented to the Board of Commissioners.

With no further business, the meeting adjourned at 7:16 pm.

APPROVED _____

A handwritten signature in black ink, appearing to read "Holly Earls", is written over a horizontal line.

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 04/09/2018

Resolution 2018-17 - Authorizing an agreement with High Tech Special Effects, Inc. for the 2018 Independence Day Fireworks Show

Submitted by: Deanna Lambert, Community Relations

Department: Community Relations

Information

Subject

Resolution 2018-17 - Authorizing an agreement with High Tech Special Effects, Inc. for the 2018 Independence fireworks show at Crockett Park

Background

A request for proposals (RFP) was emailed to four national fireworks vendors for the 2018 Independence Day Celebration to be held at Crockett Park. The RFP notice was also published in the Tennessean. For the first time since 2000, the budget for the 2018 show was increased to \$15,000 from \$10,000. High-Tech Special Effects from Eads, TN, J&M Displays from Dothan, AL and Pyro Shows, Inc. from LaFollette, TN all submitted proposals. All vendors were informed of the total budget at \$15,000.

Upon receipt of the proposals, staff calculated retail prices and shell counts for the top two companies and High Tech delivers more product/value for the money. High Tech Special Effects proposed 1,012 total shells, which was the highest number of shells from the three companies. High Tech also had a 33% increase in shell count from its 2017 show at Crockett Park.

High Tech Special Effects offers the city more product and value for the budget. See attached for more information on sizes and numbers of shells. Please contact the Community Relations Director if you have questions.

Staff Recommendation

Staff recommends approval of Resolution 2018-17, authorizing an agreement with High Tech Special Effects, Inc. for the 2018 Independence Day Fireworks celebration.

Fiscal Impact

Amount : \$15,000

Source of Funds: General Fund

Account Number: 110-41680-82590

Fiscal Impact:

A total of \$15,000 was included in the FY 2018 Annual Budget for this purpose..

Attachments

Resolution 2018-17

Bid Tabulation 2018

High Tech Bid Proposal

High Tech one sheet

Contract

RESOLUTION 2018-17

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND HIGH TECH SPECIAL EFFECTS, INC. FOR THE 2018 INDEPENDENCE DAY FIREWORKS SHOW, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and High Tech Special Effects, Inc. for the 2018 Independence Day fireworks show at Crockett Park, 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

Holly Earls

CITY ATTORNEY

Kristen L. Corn

City of Brentwood

PROPOSAL TABULATION FOR FIREWORKS BID OPENING: February 8, 2018 – 2:00 p.m.

BIDDER	BASE BID	NOTES
High-Tech Special Effects* Attn: Randy Bast PO Box 193 11721 Old Meadow Road Eads, TN 38028	\$15,000	3" 616 4" 234 5" 90 6" <u>72</u> 1012
Pyro Shows Attn: Lansden Hill P.O. Box 1776 LaFollette, TN 37766	\$15,000	3" 410 4" 150 5" 120 6" <u>90</u> 770
Zambelli Fireworks 20 S. Mercer Street New Castle, PA 16101	No Bid	
Pyrotechnico Attn: Bruce Volensky PO Box 149 New Castle, PA 16103	No Bid	
J&M Displays Attn: Charles K. McKinley 2083 Helms Road Dothan, AL 36301	\$15,000	3" 460 4" 168 5" 72 6" <u>63</u> 763

*Apparent best bid

Cc: Kirk Bednar
Jay Evans
Richard Parker
Deanna Lambert
Holly Earls

Show Overview

Name: City of Brentwood
Date of Display: July 4, 2018
Cost of Display: \$15,000.00

Included Services

Compliance

- BATFE - Bureau of Alcohol, Tobacco, Firearms & Explosives
- NFPA 1123, 1124, 1126, 160
- U.S Coast Guard
- FAA - Federal Aviation Administration
- Local and State Fire Departments

Insurance Coverage's

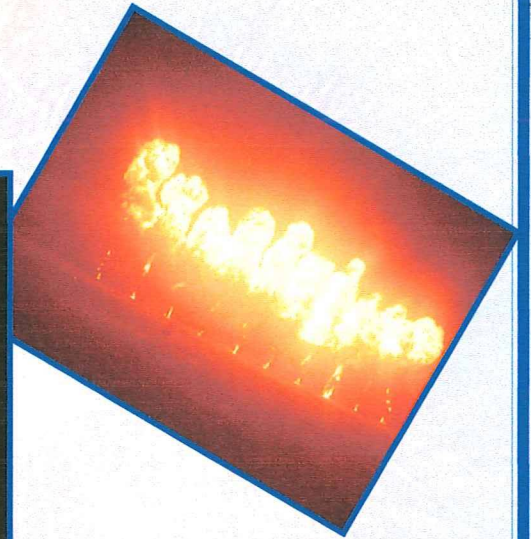
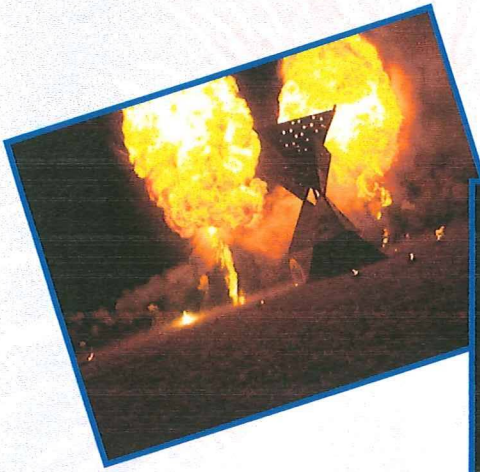
Insurance Liability Coverage	\$5 million
Automotive Liability Coverage	\$5 million

Insurance Provider

Britton - Gallagher & Assoc.
6240 SOM Center Road
Cleveland, OH 44139-2985
Contact - Tami Bridgeman

Workman's Compensation

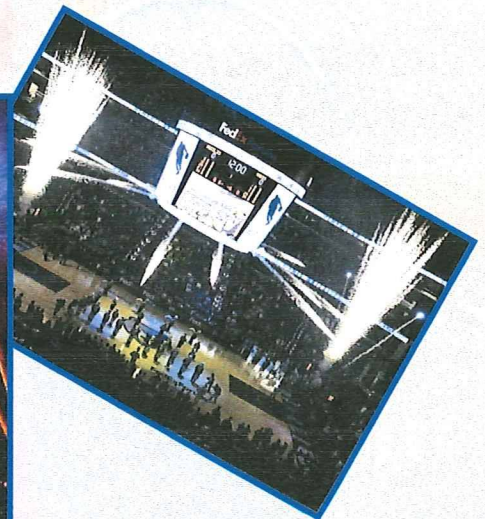
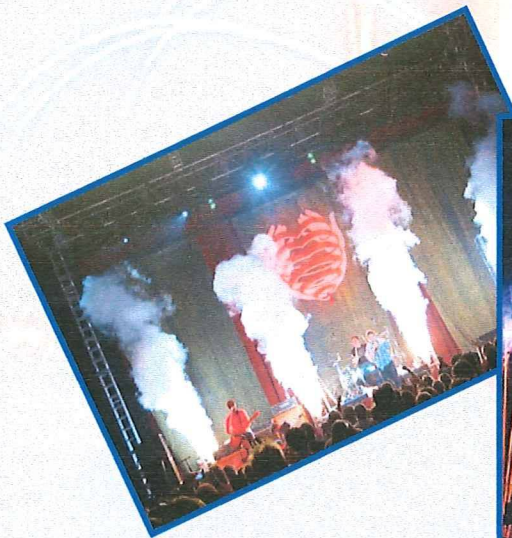
We provide full coverage to all employees of High Tech Special Effects as required by state and federal law



CUSTOM PROPOSAL
PRESENTED TO

Deanna Lambert
City of Brentwood

For
July 4, 2018 Fireworks Display





Our Guarantee

High Tech Special Effects makes every effort to provide the largest number of effects per display, supply the best possible equipment and provide the best service possible the first time; however in the rare event that any of our competitors has offered more effects and equipment per display, we will gladly match or beat any of their reasonable offers.

A wise man once said...

"Having a lot of the best products in you show will not guarantee a great show but if you know what you are doing you can take any product and make a great show"

January 30, 2018

To: Deanna Lambert
City of Brentwood
5211 Maryland Way
PO Box 788
Brentwood, TN
37024-0788

We would like to thank you for the opportunity to submit a proposal for your July 4, 2018 firework displays. You will find our displays / productions to be of the highest quality, as well as providing the greatest value for the dollar. Our staff and shooters are professional, accommodating, and willing to go the extra mile to satisfy our client's requests. We encourage you to visit our new web site at www.hightechspecialeffects.com, to see first hand the capability that High Tech Special Effects has to offer. We try to incorporate new effects and technology into every display. We take pride in the fact that every show we produce gets our personal attention.

Safety:

Safety is at the forefront for all High Tech Special Effects events. President Randy Bast has more than 25 years experience in the pyrotechnics, fireworks and special effects industry. He is a member of the Pyrotechnics Guild International, former treasurer of the Tennessee Fireworks Association and serves on the State of Tennessee Fireworks Advisory Council.

Each and every display is designed, setup and fired to meet or exceed all NFPA 1123, 1126 and 160 guidelines. Any theatrical close proximity effects (suitable for indoor use) are designed to produce little or no fallout.

A minimum required safety distance of 420' from the audience / spectators and occupied buildings will be required for this display and the use of up to 6" shells. This can be modified to suite any of your specific requests.

Insurance:

High Tech Special Effects provides full insurance coverage for every pyrotechnic / firework display in the amount of \$5 million per display. Lexington Insurance, a recognized leader in providing insurance coverage to the pyrotechnic and firework industries, underwrites all displays. High Tech Special Effects also maintains an additional \$5 million vehicle coverage that is required for the transportation of all materials as required by DOT, as well as full workman compensation on all employees.

Compliance

High Tech Special Effects strictly follows the following regulatory guidelines from the following agencies.

- BATFE - Bureau of Alcohol, Tobacco, Firearms & Explosives
- NFPA 1123, 1124, 1126, 160
- U.S Coast Guard
- FAA - Federal Aviation Administration
- Local and State Fire Departments

Product:

High Tech Special Effects materials and products are of the highest quality. The products are designed and selected to provide the maximum quality and visual effects, as well maximize and maintain a high level of safety.

Equipment:

All our equipment and computer firing systems are state of the art. All shells / effects are electrically fired (NO HAND FIRING) utilizing our state of the art electronic firing systems and/or our computer firing system. These state of the art firing system can fire effects within 1/100 of a second.

2018 Fireworks Production:

Your show will be a high quality production. The show will be shot using our state of the art computer firing system. The display will consist of many types of effects including various sized shells including pattern shells, premium shells, special effect shells, salutes shells and multi shot shell boxes. High Tech Special effects will work with you to design every aspect of your show to fit your requirements and budget. Your show can be synchronized to a custom edited musical sound track. The show will last approximately 12min. to 15min but can be lengthen or shortened to meet your specific needs.

Personnel / Logistics:

Randy Bast will be the show designer and main contact person for your display. He will provide all communications and required information to all pyro technicians working on the event, all local authorities with regards to logistics, planning, setup and tear down. He will design a display that is specific for your location, selecting products and effects that are unique and exceptional and which will compliment any music that is selected and preformed. He will perform a comprehensive site survey to make sure the location meets all NFPA 1123, 1126 and 160 requirements. He will communicate with local officials (AHJ), production staff and event coordinators prior to, and throughout the day of the event to insure a safe and entertaining display.

High-Tech Special Effects will provide the following:

- 1 - Technicians will be responsible for the set up, firing, Fire Marshall demonstrations, and tear down of all fireworks.
- 2 - All related control equipment, mortars, racks and road cases
- 3 - All related insurance that pertains to fireworks only, as well as all transportation insurance required by DOT. The purchaser and any other additional insured required for the event will be placed on our insurance policy.
- 4 - All pyrotechnical and firework materials
- 5 - Coordination for pyro shipping, insurance, stage plots, effects lists, licenses, permits, and any other requirements for local and state regulatory agencies.
- 6 - High Tech Special Effects will guarantee the computerized firing system.
- 7 - General site cleanup of all large debris.

Purchaser will provide the following:

- 1 - Names of additional insured for overall insurance policy.
- 2 - Access to restrooms or Port - a - potty
- 3 - All over night and/or day of show security requirements - If Required
- 4 - All radio communications (If Required)
- 5 - Payment for all local shooters and Fire Detail - If Required

2018 Fireworks Display

Shells

	<u>Retail</u>
216 - 3" Various Color / Type Shells	\$4.50
144 - 4" Various Color / Type Shells	\$7.00
90 - 4" Various Color / Type Finale Shells	\$7.00
90 - 5" Various Color / Type Shells	\$12.86
72 - 6" Various Color / Type Shells	\$21.52

Multi Shot Finale Shell Box

08 - 25 Shot 3" Finale Shell Box - Red White Blue	\$145.20
04 - 25 Shot 3" Finale Shell Box - Crackling Peony	\$145.20
04 - 25 Shot 3" Finale Shell Box - Mixed Peony	\$145.20

Total # of Shells - 1,012

All required electric match, mortars, firing system and cabling

Cost of Display - \$15,000.00

Please note - That most traditional fireworks companies will put a lot of small caliber shells (3" and under) in their proposals especially in the opening and finale. This makes it look like you are getting lot of shells for your money. The problem with a lot of small caliber shells being fired rapidly is that it tends to create a cloud of smoke at the height of the shell break which blocks the audience's view of the shells depending on the wind direction.

High Tech Special effects however tries to keep a proportionate amount of shells throughout all shell sizes in their proposals. This will allow for the smoke produced by the shell breaking to be better distributed in the sky allowing for a clear view of the display. It also produces overall a larger looking display.

Other Services Available

Automated lighting, laser displays, staging / trussing, propane flame effects, liquid flame effects, confetti / streamers, snow bubbles, low lying fog, smoke effects, rain effects, wind effects, indoor pyrotechnics, movie special effects, body burns.

Upon signing of the contract a 50% deposit in the form of a certified and/or company check will be issued to High-Tech Special Effects Inc. The balance of the show will be paid in full the day of the show.

I trust that this proposal will meet or exceed your expectations! If you have any questions, concerns or you would like to proceed further with this proposal, please feel free to contact me by phone at (901) 850-5522 office. Our fax number is (901) 850-8315.

Thank you again for your time and consideration. This opportunity to be of service to you and your organization is greatly welcomed and appreciate.

Sincerely,



Randy Bast
High-Tech Special Effects Inc.
www.hightechspecialeffects.com

Reference Sheet

1 - Faith Baptist Church - \$20,000.00

Contact - Ken Cox (901) 213-2933

2 - Mud Island - \$20,000.00

Contact - Trey Giuntini (901) 604-8667

3 - Lakeland - \$17,500.00

Contact - Stephanie Lefler (901) 233-6655

4 - City of Greenville - \$21,000.00

Contact - Todd Unrast (937) 726-4751

5 - City of Olive Branch - \$15,000.00

Contact - Derril Argo Jr (901) 605-2929



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:		
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No): 216-658-7101	
INSURED High Tech Special Effects Inc. PO Box 193 Eads TN 38028	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Axis Surplus Ins Company		
	INSURER B : Everest Indemnity Insurance Co.		10851
	INSURER C : Everest National Insurance Company		
	INSURER D : Technology Insurance Company		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 102523392**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SI8ML00172-171	8/1/2017	8/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00088-171	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			EAU741680	8/1/2017	8/1/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			TARTN89539-01 (TN)	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. Fireworks display for the City of Brentwood on July 4, 2018. Additional Insured: City of Brentwood, TN and their respective officials, officers, agents, directors and employees.

CERTIFICATE HOLDER**CANCELLATION**

City of Brentwood
5211 Maryland Way
Brentwood TN 37024

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2018 Fireworks Display

Shells

	<u>Retail</u>
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Total # of Shells - 1,012

All required electric match, mortars, firing system and cabling

Cost of Display - \$15,000.00

Please note - That most traditional fireworks companies will put a lot of small caliber shells (3" and under) in their proposals especially in the opening and finale. This makes it look like you are getting lot of shells for your money. The problem with a lot of small caliber shells being fired rapidly is that it tends to create a cloud of smoke at the height of the shell break which blocks the audience's view of the shells depending on the wind direction.

High Tech Special effects however tries to keep a proportionate amount of shells throughout all shell sizes in their proposals. This will allow for the smoke produced by the shell breaking to be better distributed in the sky allowing for a clear view of the display. It also produces overall a larger looking display.

Other Services Available

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Upon signing of the contract a 50% deposit in the form of a certified and/or company check will be issued to High-Tech Special Effects Inc. The balance of the show will be paid in full the day of the show.

I trust that this proposal will meet or exceed your expectations! If you have any questions, concerns or you would like to proceed further with this proposal, please feel free to contact me by phone at (901) 850-5522 office. Our fax number is (901) 850-8315.

Thank you again for your time and consideration. This opportunity to be of service to you and your organization is greatly welcomed and appreciate.

Sincerely,



Randy Bast
High-Tech Special Effects Inc.
www.hightechspecialeffects.com



CONTRACT AGREEMENT

This is an agreement entered into, by and between High Tech Special Effects Inc. and City of Brentwood hereinafter referred to as "Purchaser". High Tech Special Effects Inc., agrees to design, coordinate, and operate special effects / pyrotechnical displays for Purchaser on July 4, 2018.

High Tech Special Effects Inc. will provide the following:

- 1 - All equipment that relates to the special effects / pyrotechnics.
- 2 - Set up, design and operation of the special effects / pyrotechnics will be done by High Tech Special Effects Inc. technicians. The technicians provided by High Tech Special Effects Inc. will be properly licensed by all applicable governmental authorities and adequately trained and experienced at operating and using the equipment and effects provided hereunder.
- 3 - Insurance: A Commercial General Liability "All Risk" insurance certificate per show will be provided. Any additional liability coverage over and above the coverage provided by High Tech Special Effects Inc. per show will be the responsibility of the Purchaser. High Tech Special Effects Inc. will deliver a certificate evidencing such insurance to the Purchaser upon the execution hereof, identifying "City of Brentwood, Tennessee as additional insured.
- 4 - High Tech Special Effects Inc. will provide all necessary specifications, plans and other information required for the insuring, licensing and permitting of the special effects / pyrotechnics to be delivered pursuant to this agreement. High Tech Special Effects Inc. will be responsible for obtaining, at the Purchaser's expense, all necessary permits and licenses for each show and for identifying and providing local shooters where required by law.
- 5 - Product: The shipping of all special effects / pyrotechnic materials outside of North America will be billed extra.

Special Effects is not providing any other services or products other than those specifically provided in this agreement: As per proposal

Purchaser will provide the following:

- 1 - **Payment for Total Contract Price: \$15,000.00**
- 2 - All General Terms

*Upon the signing of this agreement, a deposit in the form of a certified check or company check will be sent to High Tech Special Effects Inc. for the amount of 50% of the contract price to be paid in U. S. funds.

The balance of this contract will be paid prior to the execution of the show on the day of the show unless other payment arrangements have been made and agreed upon in writing.

All invoices are due and payable upon receipt. Any invoices not paid within 30 days shall be subject to a late fee of 1.5% per month* All payments are to be in the form of a certified check and/or cash and payable to High Tech Special Effects Inc.

Said parties of this contract may enter into future contracts with Special Effects either orally or in writing. The parties expressly agree any future contracts for displays or equipment rentals shall be governed by the terms of this contract unless expressly stated in writing by both parties.

Initials

High Tech Special Effects

Initials

Purchaser

General Terms

1 - Miscellaneous expenses: It is the responsibility of the Purchaser to pay for all permits per show, any local shooters and/or fire watch expenses that may be requested by local officials or that may be required by state law.

2 - Purchaser, at its own expense, agrees to provide High Tech Special Effects Inc. with (A) A suitable display site in which to stage the special effects / special effects / pyrotechnics, including a firing and fallout zone reasonably acceptable to High Tech Special Effects Inc. in which the special effects / special effects / pyrotechnics may be exhibited safely. (B) Guard protection, roping, fencing, and/or other crowd control measures to prevent access of the public or its property or any other people or property not authorized by High Tech Special Effects Inc. into the display site. (C) Access by High Tech Special Effects Inc. at all times to the display location. If Purchaser fails to fully comply with A, B and C set forth High Tech Special Effects Inc. shall have no obligation to perform and Purchaser agrees to pay High Tech Special Effects Inc. the entire contract price plus any additional expenses incurred because of said failure.

3 - All available stadium, site or arena lighting must be turned on immediately after the display. These lights must remain on until all clean-up of the site is completed.

4 - The shoot site must be kept secured for a minimum time of 120 minutes after the completion of the display. NO EXCEPTIONS.

5 - Purchaser agrees to assume the risk of inclement weather, Acts of God, war, riot, governmental action, foreign and domestic shipping restrictions, cancellations and/or delays in material shipments, fire, flood or other causes beyond High Tech Special Effects Inc.'s. control, which may prevent the pyrotechnic display from being safely fired on the scheduled date, which may cause cancellation of any event for which Purchaser has purchased the display. It shall be High Tech Special Effects Inc.'s sole discretion to determine whether or not the display may be fired safely on the scheduled date and scheduled time. If for any reason beyond High Tech Special Effects Inc.'s. control, including inclement weather, High Tech Special Effects Inc. is unable to fire the display on the scheduled date or any event for which Purchaser has purchased the special effects / pyrotechnic display to be canceled, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date. Purchaser further agrees to pay High Tech Special Effects Inc. for any additional expenses made necessary by this postponement.

6 - Purchaser shall have the option to unilaterally cancel the display prior to the date of the display. If Purchaser exercises this option, Purchaser agrees to pay High Tech Special Effects Inc., as liquidation damages the following percentages of the agreed contract price. (1) 25% if canceled 3 or more days prior to the scheduled day of the display. (2) 50% if cancellation occurs within 2 days of the scheduled date. (3) 75% if cancellation occurs on the date set for the display but prior to the physical set up of the display. (4) 100% thereafter.

7 - Itineraries: Current and up to date itineraries will be provided to High Tech Special Effects Inc. High Tech Special Effects Inc. will be notified promptly of any changes in the itineraries.

Moreover, all parties agree that Brentwood, Tennessee shall be deemed the place of execution, origin and performance for this contract. Also, the parties agree that any cause of action for any breach of any provision of this contract will be brought in Williamson County, Tennessee, and all parties agree that Williamson County Tennessee is the correct venue for resolving any such dispute. Tennessee Law shall govern this contract**

Independent Contractor: It is expressly understood and agreed that High Tech Special Effects Inc., in the performance of this Agreement, is an independent contractor of the Purchaser in all manners and respects and will be acting as its own separate capacity and not as an agent, employee, partner, joint venture or associate of the Purchaser. It is further agreed that High Tech Special Effects Inc. shall be solely responsible for all of the withholding taxes, social security taxes, unemployment taxes and workers compensation insurance premiums of its own personnel.

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Initials

High Tech Special Effects

Initials

Purchaser

High Tech Special Effects Inc. reserves the ownership rights and trade names that are used in or as a part of the pyrotechnic display to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of High Tech Special Effects Inc. is prohibited. All other legal rights and interests related to said performance, by duplication, either thru audio or video reproduction through any media format is specifically reserved by High Tech Special Effects.

Standard of Performance: High Tech Special Effects Inc. agrees that it shall perform all duties and services hereunder in a reasonable manner in accordance to industry standards.

Consent to Audio Video Recording of Performance: Purchasers agrees and consents to the audio / video recording of said performance, strictly for promotional purposes. Purchasers expressly agree to such audio or video duplication and or re broadcast for said use.

The parties each individually represent and warrant that they have the full power and authority to enter into this Agreement and to perform all of the obligations hereunder without violating the legal or equitable rights of any third party.

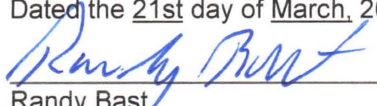
In the event any provision of this Agreement shall be found to be contrary to any law or regulation of any federal, state or municipal administrative agency or body, the other provisions of this Agreement shall not be affected thereby but shall notwithstanding continue in full force and effect.

No waiver by either party hereto of any breach or default by the other party shall be construed to be a waiver of any other breach or default by such other party. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which either party is entitled under this Agreement or otherwise, nor shall an election to terminate be deemed an election of remedies or a waiver of any claim for damages or otherwise.

Neither this Agreement nor any of the terms or conditions hereof may be waived, amended or modified except by means of a written instrument duly executed by both parties. Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties as to such subject matter, whether oral or written.

Notices: All notices and statements for or required by this Agreement shall be in writing, and shall be delivered personally to the other designated party, or mailed by certified or registered mail, return receipt requested, or delivered by a recognized national overnight courier service as follows: If to High Tech Special Effects Inc.: Attn: Randy Bast, P.O. Box 193, Eads, TN 38028, If to: City of Brentwood, 5211 Maryland Way, Brentwood, TN., 37024-0788, Attn: Linda Lynch

Dated the 21st day of March, 2018



Randy Bast
High Tech Special Effects Inc.
P.O. Box 193
Eads, TN.
38028

Dated the ____ day of _____ 2018

Mayor
City of Brentwood
5211 Maryland Way
Brentwood, TN
37024

Brentwood City Commission Agenda**Meeting Date:** 04/09/2018

Approval of Contract Documents with Microsoft Corporation and Dell Inc. for Licensing of Office 365 and Purchase of Related Products and Services

Submitted by: Michele Kramer, Technology**Department:** Technology**Information****Subject**

Resolution 2018-26 - Authorizing Approval of Contract Documents with Microsoft Corporation and Dell Inc. for Licensing of Office 365 and Purchase of Related Products and Services

Background

In 2015, the Technology Department recommended changing the type of licensing for Microsoft Office from a traditional localized software model to an Internet (cloud) based model called Office 365. The City Commission approved a three-year agreement (Resolution 2015-15) in March 2015 providing for purchase through a state contract held by Dell Inc.

The three-year term is expiring, therefore a new three-year agreement for the purchase of Office 365 is required. Dell Inc. is the City's current vendor that provides licenses for Office 365. However, to renew the Office 365 licenses, the City will still be required to execute separate product purchase and licensing documents. The annual cost for the proposed Office 365 plan varies based on level of subscription. There are three levels of subscriptions and are as follows:

Type of License	Use	Qty	Per Year	Total
E1 License	Friends of the Library	9	\$75.72	\$681.48
E3 License	All City Employees	272	\$198.84	\$54,084.48
F1 License	Used for Shared Calendars	22	\$37.92	\$834.24
Total Annual Cost				\$55,600.20
Total 3 Yr Contract Amt				\$166,800.60

The annual cost is \$55,600.20, and is budgeted by each department for their respective employees. The total number of users can be adjusted during the three-year term and there is a final reconciliation or “true up” at the end of the term. This year we added three additional licenses. The total anticipated cost over the life of the agreement is

\$166,800.60. See attached spreadsheet for cost breakdown per department.

Please contact the Technology Director with any questions.

Staff Recommendation

Staff recommends approval of the accompanying contract documents for the purchase of Office 365.

Fiscal Impact

Amount : \$166,800.60

Source of Funds: General Fund/Water & Sewer/ECD

Account Number: Multiple

Fiscal Impact:

The annual cost for licensing is \$55,600.20, and is budgeted by each department for their respective employees. The total number of users can be adjusted during the three-year term and there is a final reconciliation or “true up” at the end of the term. The total anticipated cost over the life of the agreement is \$166,800.60. See attached spreadsheet for cost breakdown per department.

Attachments

Resolution 2018-26

2018 O365

2018 O365-2

2018 O365-3

2018 O365-4

2018 O365-5

Cost by Department

RESOLUTION 2018-26

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING
THE MAYOR TO EXECUTE CONTRACT DOCUMENTS WITH MICROSOFT
CORPORATION AND DELL INC. FOR THE LICENSING OF OFFICE 365, A
COPY OF SAID DOCUMENTS BEING ATTACHED HERETO AND MADE A
PART OF THIS RESOLUTION**

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

SECTION 1. That the Mayor is hereby authorized to execute contract documents with Microsoft Corporation and Dell Inc. for the licensing of Office 365, a copy of said documents 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

Holly Earls

CITY ATTORNEY

Kristen L. Corn

Enterprise Enrollment

Custom State and Local

Enterprise Enrollment number
(Microsoft to complete)

Proposal ID/Framework ID

TNUEA001

Previous Enrollment number
(Reseller to complete)

8530892

Earliest expiring previous
Enrollment end date ¹

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. Any reference in this Enrollment to "day" will be a calendar day.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“L&SA” means a License with Software Assurance for any Product ordered.

“Qualified Device” means any device that is used by or for the benefit of Enrolled Affiliate’s Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the term of the Enrollment) as part of Enrolled Affiliate’s Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate’s Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Transition” means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

“Transition Period” means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. Order requirements.

- a. **Minimum Order requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** If ordering any Enterprise Products, Enrolled Affiliate’s order must include coverage for all Qualified Users or Qualified Devices, depending on the License Type, of one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services.
 - (ii) **Enterprise Online Services.** If ordering Enterprise Online Services only, then Enrolled Affiliate must maintain at least 250 Subscription Licenses.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Product Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate’s use of that Product during that term.

- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Adding Products.**
- (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment. New Enterprise Online Services may be added by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must purchase Services and Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- f. **True-up requirements.**
- (i) **True-up order.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion, may validate the customer true-up data submitted through a formal product deployment assessment using an approved Microsoft partner.
 - (ii) **Enterprise Products.** Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (iii) **Additional Products.** For Products that have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
 - (iv) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate may first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
 - (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront, Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.
 - (vi) **True-up due date.** The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.
 - (vii) **Late true-up order.** If the true-up order is not received when due:
 - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
 - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date.
 - (viii) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

- 1) For Subscription Licenses part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled. Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (ix) Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due within 30 days prior to the Expiration Date.
- g. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
 - (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
 - (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.
- h. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

3. **Pricing.**

- a. Price Levels.** For the term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the Enrollment term. However, if Enrolled Affiliate qualifies for a different price level, Microsoft will establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. *Payment terms.*

For the initial order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *Transitions.*

a. Transition requirements.

- (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. Enrolled Affiliate may not, however, reduce the quantity of Licenses or associated Software Assurance prior to the end of the Transition Period.
- (ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period.
- (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance must be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
- (iv) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
- (v) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

b. Effect of Transition on Licenses.

- (i) Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
- (ii) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
- (iii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the amounts paid for the Transitioned Product as of the end of the Transition Period.
- (iv) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

6. *End of Enrollment term and termination.*

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Intentionally left blank.**
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment term.

- 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly as provided for in Section 6.i. of the Enterprise Agreement. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
- (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- (iv) **Customer Data.** Upon expiration or termination of a License for Online Services, Microsoft will keep Customer's Data in a limited function account for 90 days so that Customer may extract it. Enrolled Affiliate will reimburse Microsoft if there are any associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and will delete its Customer Data. Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data and that Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate's organization includes .

Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Check only one box in this section:

☐ Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment

☒ Enrolled Affiliate's Enterprise will **not** include all new Affiliates acquired after the start of this Enrollment

If no selection is made, or if both boxes are checked, Microsoft will deem the Enterprise to include all future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Brentwood

Contact name* First John **Last** Allman

Contact email address* john@brentwood-tn.gov

Street address* 5211 Maryland Way

City* Brentwood
State/Province* TN
Postal code* 37024-0788
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 615-371-7000
Tax ID
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Michele Last Kramer
Contact email address* kramerm@brentwood-tn.org
Street address* 5211 Maryland Way
City* Brentwood
State/Province* TN
Postal code* 37024-0788
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 615-371-7000

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State/Province* TX
Postal code* 78682
Country* USA
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? No

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft Licensing, GP.

Program Signature Form

MBA/MBSA number

Agreement number

01E73803

0716424.004

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	CTM(X20-10631)
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	M97(new)
Amendment	M306(new)
Product Selection Form	PSF(new)
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Brentwood Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA



Quotation

Jonny Adams
P: (512) 513-1348
Jonathan_Adams@Dell.com

Quote Number: JXA18032601
Quote Expires: Apr 27, 2018

Customer: TN-L CITY OF BRENTWOOD
Contact: Michele Kramer
Customer # : 305818
Phone: (615) 371-7000
Fax:
E-mail: Michele.Kramer@brentwoodtn.gov
Date of Issue: Mar 26, 2018

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Part #	Mfg #	Quantity	Unit Price	Ext. Price
O365GCCE1 SHRDSVR ALNG SUBSVL MVL PERUSR		U4S-00002	9	\$75.72	\$681.48
O365GCCE3 SHRDSVR ALNG SUBSVL MVL PERUSR		AAA-11894	272	\$198.84	\$54,084.48
O365GCCF1 SHRDSVR ALNG SUBSVL MVL PERUSR		O365GCCF1 SHRDSVR ALNG SU	22	\$37.92	\$834.24
SUBTOTAL - YEAR 1 TOTAL					\$55,600.20
O365GCCE1 SHRDSVR ALNG SUBSVL MVL PERUSR		U4S-00002	9	\$75.72	\$681.48
O365GCCE3 SHRDSVR ALNG SUBSVL MVL PERUSR		AAA-11894	272	\$198.84	\$54,084.48
O365GCCF1 SHRDSVR ALNG SUBSVL MVL PERUSR		O365GCCF1 SHRDSVR ALNG SU	22	\$37.92	\$834.24
SUBTOTAL - YEAR 2 TOTAL					\$55,600.20
O365GCCE1 SHRDSVR ALNG SUBSVL MVL PERUSR		U4S-00002	9	\$75.72	\$681.48
O365GCCE3 SHRDSVR ALNG SUBSVL MVL PERUSR		AAA-11894	272	\$198.84	\$54,084.48
O365GCCF1 SHRDSVR ALNG SUBSVL MVL PERUSR		O365GCCF1 SHRDSVR ALNG SU	22	\$37.92	\$834.24

Quote Prepared By: Jonathan Adams

- Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
- All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



Quotation

Jonny Adams
P: (512) 513-1348
Jonathan_Adams@Dell.com

Quote Number: JXA18032601

Quote Expires: Apr 27, 2018

Product Description	Part #	Mfg #	Quantity	Unit Price	Ext. Price
SUBTOTAL - YEAR 3 TOTAL					\$55,600.20

Notes:

This quote is based off of renewing EA 8530892.

Product Sub Total

\$166,800.60

Grand Total

\$166,800.60
USD

Quote Prepared By: Jonathan Adams

- 1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- 2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- 3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
- 4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- 5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Proposal ID

0716424.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	281	281	1.0	No	User Licenses

Products	Enterprise Quantity
O365 GCC E1	9
O365 GCC E3	272

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	272	281	0	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Amendment to Contract Documents

Enrollment Number

257972

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Enterprise Enrollment (Indirect)

US Government Community Cloud

Amendment ID M306

The parties agree that the Enrollment is amended as follows:

1. The "Definitions" section of the Enrollment is hereby amended by adding the following:

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights," means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. The following sentence is added to the end of the section titled "Termination for cause":

In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise fails to meet and maintain the conditions of membership in the definition of Community.

3. The following new Section is hereby added to the Enrollment:

Government Community Cloud

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled

Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Amendment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
- e. Notwithstanding the Data Processing Terms section of the Online Services Terms, Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Microsoft Azure Trust Center describes the control standards and frameworks with which Azure Government Services comply.

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Aug2017)v2(IU).docx		M97	B
(M306)EAEnrAmend(Ind)(USGovernmentCommunityCloud)(ENG)(Aug2017)(IU).docx		M306	B

2019 Office 365 by Department

QTY		Cost
City Manager		
E3	2	\$397.68
K1		
Total		\$397.68
City Recorder		
E3	1	\$198.84
K1		
Total		\$198.84
Legal		
E3	2	\$397.68
K1		
Total		\$397.68
Commissioners		
E3	7	\$1,391.88
Total		\$1,391.88
Communications		
E3	12	\$2,386.08
K1		
Total		\$2,386.08
Community Relations		
E3	3	\$596.52
K1		
Total		\$596.52
Engineering		
E3	4	\$795.36
K1		
Total		\$795.36
Finance		
E3	8	\$1,590.72
K1	2	\$75.84
Total		\$1,666.56
Fire		
E3	70	\$13,918.80
K1	3	\$113.76
Total	73	\$14,032.56
GIS		
E3	3	\$596.52
K1		
Total		\$596.52
HR		
E3	3	\$596.52
K1		
Total		\$596.52
Library		
E3	46	\$9,146.64
E1	9	\$681.48
K1	7	\$265.44
Total	62	\$10,093.56
Parks		
E3	3	\$596.52
K1	1	\$37.92
Total		\$634.44
Police		
E3	69	\$13,719.96

K1	4	\$151.68
Total	73	\$13,871.64
Planning		
E3	4	\$795.36
K1		
Total		\$795.36
Codes		
E3	9	\$1,789.56
K1	2	\$75.84
Total		\$1,865.40
Public Works		
E3	3	\$596.52
K1		
Total		\$596.52
Service Center		
E3	2	\$397.68
K1		
Total		\$397.68
Water		
E3	12	\$2,386.08
K1	2	\$75.84
Total		\$2,461.92
Tech		
E3	7	\$1,391.88
K1	1	\$37.92
Total		\$1,429.80
TOC		
E3	2	\$397.68
K1		
Total		\$397.68
Totals	303	\$55,600.20

Brentwood City Commission Agenda

Meeting Date: 04/09/2018

Approval to Purchase a 2018 SUV All-Wheel Drive Through State Contract for Public Works Department

Submitted by: Mike Harris, Engineering

Department: Public Works

Information

Subject

Approval to Purchase a 2018 SUV 4x4 Through State Contract

Background

The Public Works Department requests approval for purchase of a new vehicle for the recently hired Public Works Director. The truck previously assigned to the Public Works Director was transferred to the Engineering Department in conjunction with recent changes in the organization. Staff recommends an SUV type vehicle for this position similar to the vehicle previously assigned to this position. A review of the vehicles available on state contract determined that a Chevy Traverse or Ford Explorer were the best fit. The Chevy Traverse is recommended due to slightly less cost at \$27,200.

The proposed replacement is a 2018 all-wheel drive model available through State Contract #56444 from Freeland Automotive, in the amount of \$27,200. (See attached quote and photo.) Staff research shows this price is well below quoted market prices in the area.

Please direct any questions to the Service Center Director.

Staff Recommendation

Staff recommends approval to purchase the 2018 Chevy Traverse SUV from State contract.

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : \$27,200

Source of Funds: Public Works Operating Fund

Account Number: 110-43120-89520

Fiscal Impact:

This vehicle was not programed as part of the normal budget cycle, however, due to organizational changes it is anticipated there will be excess funds in the FY 2018 Public Works operating budget more than adequate to cover the cost of this purchase.

Attachments

Quote

Vehicle Picture



FREELAND AUTOMOTIVE

HERB ODOM | 615-266-3212 | herb.odom@freelandauto.com

FREELAND AUTOMOTIVE

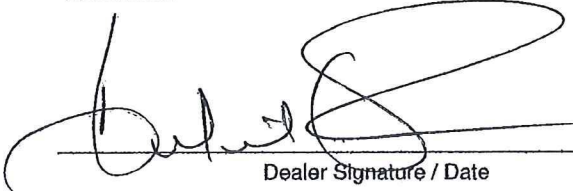
Prepared By:

HERB ODOM
FREELAND AUTOMOTIVE
615-266-3212
herb.odom@freelandauto.com

Quote Worksheet

	MSRP
Base Price	\$34,600.00
Dest Charge	\$995.00
Adjustments	\$0.00
Total Options	\$0.00
Subtotal	\$35,595.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$8,395.00)
Subtotal Discount	(\$8,395.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$27,200.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$27,200.00

Comments:

 3/29/18
Dealer Signature / Date

Customer Signature / Date

Standard Equipment

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 5254. Data Updated: Mar 27, 2018 9:43:00 PM PDT.



FREELAND AUTOMOTIVE

HERB ODOM | 615-266-3212 | herb.odom@freelandauto.com

[Fleet] 2018 Chevrolet Traverse (1NV56) AWD 4dr (8)

Mechanical

Engine, 3.6L V6, SIDI, VVT (310 hp [232.0 kW] @ 6800 rpm, 266 lb-ft of torque [361 N-m] @ 2800 rpm) (STD)
Transmission, 9-speed automatic (STD)
E10 Fuel capable
Engine control, stop-start system
Traction Mode Select
Axle, 3.49 final drive ratio
Chassis, All-Wheel Drive System
Battery, heavy-duty 600 cold-cranking amps
Alternator, 170 amps
GVWR, 6160 lbs. (2800 kg)
Suspension, Ride and Handling
Brakes, 4-wheel antilock, 4-wheel disc, 17" front and rear
Tool kit, road emergency

Exterior

Wheels, 18" (45.7 cm) Bright Silver painted aluminum
Tires, P255/65R18 all-season blackwall
Wheel, spare, 18" (45.7 cm) steel
Tire, compact spare, T135/70R18, blackwall
Active aero shutters, upper and lower
Moldings, Black bodyside
Moldings, rocker, Black
Headlamps, high intensity discharge
Mirror caps, Black painted
Mirrors, outside heated power-adjustable, Black, manual-folding
Glass, deep-tinted
Wipers, front intermittent with washers
Wiper, rear intermittent with washer
Door handles, body-color
Liftgate, rear manual

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Data Version: 5254. Data Updated: Mar 27, 2018 9:43:00 PM PDT.



FREELAND AUTOMOTIVE

HERB ODOM | 615-266-3212 | herb.odom@freelandauto.com

[Fleet] 2018 Chevrolet Traverse (1NV56) AWD 4dr (8)

Entertainment

Audio system, Chevrolet MyLink Radio with 7" diagonal color touch-screen and AM/FM stereo, includes Bluetooth streaming audio for music and most phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)

USB ports

OnStar 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 3 months or 3GB (whichever comes first) DATA TRIAL OFFER GOOD THROUGH 4/30/2018 (Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

Interior

Seating, 8-passenger (2-3-3 seating configuration)

Seats, front bucket (STD)

Seat trim, Premium Cloth

Console, front center with 2 cup holders, covered storage bin with storage and removable tray

Floor covering, color-keyed carpeting

Floor mats, color-keyed all rows

Steering wheel, urethane

Steering column, tilt

Steering wheel controls, mounted controls for audio, phone and cruise

Display, 3.5" driver instrument information, monochromatic

Compass display, digital

Windows, power, with driver and front passenger Express-Down

Door locks, power programmable with lockout protection

Keyless Open, includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Sensor, humidity and windshield temperature

Defogger, rear-window electric

Mirror, inside rearview manual day/night

Umbrella holders, driver and front passenger doors

Visors, driver and passenger illuminated vanity mirrors, covered

Lighting, interior with theater dimming, cargo compartment, reading lights for front seats, second row reading lamps integrated into dome light, door-and tailgate activated switches and illuminated entry and exit feature

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Data Version: 5254. Data Updated: Mar 27, 2018 9:43:00 PM PDT.



FREELAND AUTOMOTIVE

HERB ODOM | 615-266-3212 | herb.odom@freelandauto.com

[Fleet] 2018 Chevrolet Traverse (1NV56) AWD 4dr (8)

Interior

Cup holders, 10 total

Safety-Mechanical

StabiliTrak, stability control system with traction control

Safety-Exterior

Daytime Running Lamps, LED

Safety-Interior

Air bags, frontal and side-impact for driver and front passenger, driver inboard seat-mounted side-impact and head curtain side-impact for all rows in outboard seating positions (Always use safety belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Guidance Plan Limited Trial Service including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling minutes) EFFECTIVE WITH RETAIL SALES THROUGH 4/30/2018 (Fleet orders receive a 6-month trial. Visit www.onstar.com for coverage map, details and system limitations. Services vary by model. OnStar acts as a link to existing emergency service providers. Not all vehicles may transmit all crash data.)

OnStar Basic Plan for 5 years includes select vehicle mobile app features, Advanced Diagnostics and Dealer Maintenance Notification OFFER VALID THROUGH 4/30/2018 (OnStar Basic Plan is available for five years from the original delivery date of eligible 2015 model year and newer vehicles. Basic Plan does not include any Emergency, Security or Navigation services; these and other services require a service plan. Visit onstar.com for more details.)

Rear Vision Camera

Door locks, rear child security

Passenger Sensing System sensor indicator inflatable restraint, front passenger/child/presence detector (Always use safety belts and the correct child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear seat reminder

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats

Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, includes Tire Fill Alert (Does not monitor spare.)

Horn, dual-note

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 5254. Data Updated: Mar 27, 2018 9:43:00 PM PDT.



FREELAND AUTOMOTIVE

HERB ODOM | 615-266-3212 | herb.odom@freelandauto.com

[Fleet] 2018 Chevrolet Traverse (1NV56) AWD 4dr (8)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Years: 2
Maintenance Miles/km: 24,000
Maintenance Note: 2 Visits

Window Sticker

SUMMARY

[Fleet] 2018 Chevrolet Traverse (1NV56) AWD 4dr (8)

MSRP:\$34,600.00

Interior:Jet Black, Premium Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 3.6L V6, SIDI, VVT

Transmission, 9-speed automatic

OPTIONS

CODE	MODEL	MSRP
1NV56	[Fleet] 2018 Chevrolet Traverse (1NV56) AWD 4dr (8)	\$34,600.00
OPTIONS		
1LS	LS Preferred Equipment Group	\$0.00
AR9	Seats, front bucket	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
H1T	Jet Black, Premium Cloth seat trim	\$0.00
IOA	Audio system, Chevrolet MyLink Radio	\$0.00
LFY	Engine, 3.6L V6, SIDI, VVT	\$0.00
M3V	Transmission, 9-speed automatic	\$0.00

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Data Version: 5254. Data Updated: Mar 27, 2018 9:43:00 PM PDT.



FREELAND AUTOMOTIVE

HERB ODOM | 615-266-3212 | herb.odom@freelandauto.com

[Fleet] 2018 Chevrolet Traverse (1NV56) AWD 4dr (8)

PXJ	Wheels, 18" (45.7 cm) Bright Silver painted aluminum	\$0.00
QO5	Tires, P255/65R18 all-season blackwall	\$0.00
VQ2	Fleet processing option	\$0.00
SUBTOTAL		\$34,600.00
Adjustments Total		\$0.00
Destination Charge		\$995.00
TOTAL PRICE		\$35,595.00

FUEL ECONOMY

Est City:17 MPG
Est Highway:25 MPG
Est Highway Cruising Range:542.50 mi

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Data Version: 5254. Data Updated: Mar 27, 2018 9:43:00 PM PDT.



Brentwood City Commission Agenda

Meeting Date: 04/09/2018

Approval to Surplus Police Department Weapons and Related Equipment

Submitted by: Tommy Walsh, Police

Department: Police

Information

Subject

Request for City Commission Approval to Declare as Surplus Police Department Weapons and Related Equipment.

Background

The Police Department requests approval to declare as surplus 83 department owned Smith and Wesson M & P .45 caliber handguns, 81 holsters and 51 magazine pouches as part of a trade in to upgrade all department weapons. PD recently entered into an agreement with Buds Police Supply (the Smith and Wesson dealer for TN) to trade the existing .45 caliber duty handguns for 80 new M & P 9 MM duty handguns with night sights and magazines. Buds agreed to make this trade at a net cost of \$70 for each new weapon after trade in. The total cost of the new weapons after the trade in and with additional magazines was \$6,740.

The Police Department believes that the Smith and Wesson M & P 9 MM duty handguns are a better duty weapon for our officers than the .45. The 9 MM offers a slightly smaller frame, less recoil, improved accuracy and higher round capacity. This trade additionally allowed the police department to provide new handguns and holsters for all PD staff at a reduced cost to the city.

Staff recommends approval of the surplus of weapons and related equipment. An inventory list of the surplus weapons and copy of the original invoice with Buds Police Supply is attached.

Please contact the Police Chief if you have questions.

Staff Recommendation

Staff recommends approval.

Fiscal Impact

Amount : \$0.00

Source of Funds:

Account Number:

Fiscal Impact:

This agenda item only designates certain items as surplus to facilitate the trade-in. The net cost of the purchase of new weapons is less than \$10,000 so it does not require formal approval of the Board of Commissioners.

Attachments

Surplus List

Buds Supply Invoice

No.	Serial no.	Make/Model
1	DST8416	M&P 45
2	DSY8432	M&P 45
3	DTB7160	M&P 45
4	HAB9241	M&P 45C
5	HTL2700	M&P 45
6	HUK6761	M&P 45C
7	HUK6763	M&P 45C
8	HUK6765	M&P 45C
9	HUK6767	M&P 45C
10	HUK6770	M&P 45C
11	HUK6783	M&P 45C
12	HUK8045	M&P 45
13	HUK8527	M&P 45
14	HUK8857	M&P 45
15	HVT2991	M&P 45
16	HVT2992	M&P 45
17	HVT2993	M&P 45
18	HVT2994	M&P 45
19	HVT2995	M&P 45
20	HVT2997	M&P 45
21	HVT2998	M&P 45
22	HVT2999	M&P 45
23	HVT3000	M&P 45
24	HVT3008	M&P 45
25	HVT3009	M&P 45
26	HVT3113	M&P 45
27	HVT3124	M&P 45
28	HVT3267	M&P 45
29	HVT3428	M&P 45
30	HVT3429	M&P 45
31	HVT3431	M&P 45
32	HVT3432	M&P 45
33	HVT3433	M&P 45
34	HVT3434	M&P 45
35	HVT3435	M&P 45
36	HVT3437	M&P 45
37	HVT3440	M&P 45
38	HVT3442	M&P 45
39	HVT3443	M&P 45
40	HVT3444	M&P 45
41	HVT3446	M&P 45
42	HVT3447	M&P 45
43	HVT3448	M&P 45

No.	Serial no.	Make/Model
44	HVT3449	M&P 45
45	HVT3450	M&P 45
46	HVT3451	M&P 45
47	HVT3452	M&P 45
48	HVT3453	M&P 45
49	HVT3454	M&P 45
50	HVT3456	M&P 45
51	HVT3461	M&P 45
52	HVT3462	M&P 45
53	HVT3463	M&P 45
54	HVT3465	M&P 45
55	HVT3466	M&P 45
56	HVT3467	M&P 45
57	HVT3468	M&P 45
58	HVT3471	M&P 45
59	HVT3488	M&P 45
60	HVT3489	M&P 45
61	HVT3491	M&P 45
62	HVT3492	M&P 45
63	HVT3493	M&P 45
64	HVT3494	M&P 45
65	HVT3495	M&P 45
66	HVT3496	M&P 45
67	HVT3497	M&P 45
68	HVT3498	M&P 45
69	HVT3499	M&P 45
70	HVT3500	M&P 45
71	HVT3501	M&P 45
72	HVT3504	M&P 45
73	HVT3505	M&P 45
74	HVT3506	M&P 45
75	HVT3509	M&P 45
76	HVT3510	M&P 45
77	HVT3511	M&P 45
78	HVT3512	M&P 45
79	HVT3513	M&P 45
80	HVT3516	M&P 45
81	HVT3517	M&P 45
82	HVT5465	M&P 45C
83	MPY9266	M&P 45

Magazine Pouches

51

Holsters

81

BUDS POLICE SUPPLY

Serving Those Who Protect

1105 Industry Rd
Lexington, KY 40505
Ph: (859)-368-0419
Fax: (888)-529-6708

Invoice

Date: March 7, 2018
Invoice No. R95-0002037

Bill To:

Accounts Payable
Brentwood Police Department
5211 Maryland Way
Brentwood, TN 37027
615-577-6041

Ship To:

Capt. Alan Hardcastle
Brentwood Police Department
5211 Maryland Way
Brentwood, TN 37027
615-577-6041

Sales Rep	Shipping Method	Shipped Date	Payment Terms	Due Date	Purchase Order #
JRQ	Best	March 7, 2018	NET 30	April 6, 2018	5999

Qty	Item No.	Description	U/M	Unit Price	Ext. Cost
73	11518	S&W M&P9 M2.0 9mm NS, NMS, (3) 17rd Mags	Each	\$375.00	\$27,375.00
100	39490000A	S&W M&P9 9mm 17rd Magazines	Each	\$17.50	\$1,750.00
7	11675	S&W M&P9C M2.0 Compact NS, NMS, (3) 15rd	Each	\$375.00	\$2,625.00
					\$0.00
					\$0.00
					\$0.00
Total					\$31,750.00

TRADE-IN

75	S&W M&P45 Night Sights (3) Mags 10rd	Each	\$305.00	\$22,875.00
7	S&W M&P45C Compact Night Sights (3) Mags 8rd	Each	\$305.00	\$2,135.00
				\$0.00
				\$0.00
Total				\$25,010.00

Total New Merchandise	\$31,750.00
Total Value of Trades	\$25,010.00
Remaining Balance	\$6,740.00
Sales Tax	\$0.00
Shipping	\$0.00
Total Due	\$6,740.00

If you have any questions regarding this invoice, please contact:

Tara@BudsPoliceSupply.com or 859-368-0419 ext. 7724

Thank You For Your Business!

Brentwood City Commission Agenda

Meeting Date: 04/09/2018

Resolution 2018-24 - Creating the Ad-Hoc 50th Anniversary Steering Committee

Submitted by: Deanna Lambert, Community Relations

Department: Community Relations

Information

Subject

Resolution 2018-24 - Creating the Ad-Hoc 50th Anniversary Steering Committee

Background

The City of Brentwood was incorporated as a city on April 15, 1969. Throughout 2019, the City will celebrate the 50th anniversary in various ways which may include (among others) a community parade, a fundraising gala, history events, and concerts. The City will also incorporate a new style and brand guide, and develop an informal community logo.

Staff recommends creation of an Ad-Hoc 50th Anniversary Steering Committee to plan the events. This committee will consist of the following to lead the event planning:

- Five (5) Brentwood residents not currently serving on City volunteer boards, appointed by the Board of Commissioners;
- One (1) City Commissioner appointed by the Board of Commissioners; and,
- Six (6) volunteer board members with one representative appointed by each of the following boards:
 - Park Board
 - Historic Commission
 - Tree Board
 - Planning Commission
 - Library Board
 - Environmental Advisory Board

The Community Relations Director will also serve on this committee as a non-voting member.

Applications for the five resident member openings will be accepted April 10 through April 23. The City Commission will vote on the five at its May 14 regular city commission meeting. The Board of Commissioners will also appoint its representative at the May 14 meeting. The advisory boards will be asked to designate their representatives during their upcoming April or May meetings. The committee will work under the

leadership of officers elected at the first meeting, and will convene in open meetings at City facilities.

It is expected that the Steering Committee may create sub-committees as needed for certain events with sub-committee members being designated by the Steering Committee.

Please contact Community Relations Director Deanna Lambert with any questions.

Staff Recommendation

Staff recommends approval of the resolution establishing the Ad-Hoc 50th Anniversary Steering Committee.

Fiscal Impact

Attachments

Resolution 2018-24

Attachment A: Steering Committee Guidelines

RESOLUTION 2018-24

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE
ESTABLISHING AN AD-HOC 50th ANNIVERSARY STEERING COMMITTEE**

WHEREAS, the City of Brentwood desires to provide a yearlong celebration in 2019 for the 50th anniversary of the date the City was incorporated; and

WHEREAS, opportunities may exist that have yet to be identified for development of these events and fundraising options; and

WHEREAS, the City would be well served to have a steering committee of engaged and interested residents and volunteer board members to assist with the planning of the various events and celebrations;

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

SECTION 1. That a limited-duration ad hoc committee of the Brentwood Board of Commissioners is hereby established pursuant to Attachment "A", Guidelines for the Ad-Hoc 50th Anniversary Steering Committee.

SECTION 1. That the Committee shall consist of five (5) Brentwood residents appointed by the City Commission who are not current volunteer board members; six (6) volunteer board members appointed by their respective boards, one (1) each from the Park Board, Historic Commission, Tree Board, Planning Commission, Library Board, and the Environmental Advisory Board; and one (1) City Commissioner appointed by the City Commission. The Community Relations Director shall serve as a non-voting member.

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

Holly Earls

CITY ATTORNEY

Kristen L. Corn

CITY OF BRENTWOOD
Guidelines for the Ad-Hoc 50th Anniversary Steering Committee

Purpose: A limited-duration committee formed to provide planning oversight for the City of Brentwood's 50th Anniversary Celebration during 2019 in accordance with the direction provided by the Board of Commissioners.

Duration of Committee: This committee will commence work upon appointment by the Board of Commissioners and will conclude with the completion of the final 50th Anniversary Celebration activity.

Operation of Committee: The committee will convene in open meetings at City facilities and minutes of the proceedings shall be submitted to the City Recorder. Seven members of the committee shall constitute a quorum for meeting purposes. Any items requiring action by the committee shall be decided by a majority of those committee members present and voting. The committee will elect a chairman and any officers it deems necessary at its first meeting. All applicable policies of the City of Brentwood, including those for procurement of goods and services, shall be followed by the committee.

Deliverables: The Committee will deliver to the City of Brentwood a yearlong celebration for the 50th Anniversary. In making plans and recommendations, the Committee shall consider all appropriate factors including safety, cost, and community involvement.

Regular Reporting to the City: The committee chair will issue reports of the committee's activities to the Board of Commissioners on a monthly basis. Such reports will be provided to the City Recorder, who will distribute copies of the report to the Board of Commissioners and the City Manager.

Sub-Committees: The committee may create sub-committees as needed to assist with the planning and implementation of events. The size, purpose, and membership of any sub-committees shall be determined by the Steering Committee, with any sub-committees also being subject to the state's Open Meetings regulations.

Brentwood City Commission Agenda

Meeting Date: 04/09/2018

Resolution 2018-25 - Authorizing Interlocal Agreement with Williamson County for the construction and use of a communications tower facility

Submitted by: John Allman, Technology

Department: Technology

Information

Subject

Resolution 2018-25 - Authorizing Interlocal Agreement with Williamson County for the construction and use of a communications tower facility

Background

Since 2012, the City has been working with Franklin and Williamson County towards the development of a regional radio system that would allow the public safety agencies from all three governments to communicate seamlessly as needed for both routine and emergency situations.

In July of 2014, the Board of Commissioners approved Resolution 2014-52 which approved an interlocal agreement that formally created the Williamson County Joint Communication Network Authority ("Authority") governed by a nine-member board with three representatives from each participating local government. The City's representatives include the City Manager, Police Chief and Fire and Rescue Chief. It is the Authority's responsibility to formally negotiate with Motorola for all of the equipment, infrastructure, services, etc. necessary to actually implement the system and develop the proposed cost sharing arrangement for the system.

In November of 2016, the Board of Commissioners approved Resolution 2016-81 that approved funding for the regional radio system. The total project cost associated with the Motorola components of the project is \$22.5 million. Cost projections show the City's share of the system cost to be approximately \$4.3 million. This amount includes costs associated with overall development of the simulcast radio system, construction of a new radio tower and associated facilities and equipment on existing City-owned land on Robert E. Lee Lane, new mobile and portable radios for all public safety personnel and vehicles, new dispatch center radio equipment, and the City's 1/3 share of the system's basic operating and back-up systems.

The costs reflected in the Motorola proposal did not include the City's share of the costs associated with installation of the new Williamson County 350-foot, self-supporting

communications radio tower to be installed in the Nolensville area. This site is critical to ensure adequate coverage for the eastern portion of Brentwood.

Staff from the City and Williamson County reviewed the cost details of this specific site to determine an appropriate cost share amount for the City. Staff recommends a one-time contribution to Williamson County of \$500,000 for approximately one-third of the total cost of the \$1,501,437 communications tower. The County will be responsible for the maintenance and repair of the tower and the surrounding tower facilities.

Special year-end transfers from 2013 to 2017 have reserved funds necessary for the City's overall cost share for this project within the Capital Projects Fund.

The project is well into the construction phase and testing should start later this summer. The system is scheduled to be operational in November with final acceptance in January 2019.

Staff Recommendation

Staff recommends approval of the proposed interlocal agreement.

Previous Commission Action

On January 13, 2014, the Board of Commissioners approved Resolution 2014-04 adopting a Memorandum of Understanding between Brentwood, Franklin, and Williamson County, formalizing ongoing efforts to create a framework development of a county-wide communications network.

Fiscal Impact

Amount : \$500,000

Source of Funds: Capital Projects Fund

Account Number: 311-45300-6004

Fiscal Impact:

Sufficient funds for this one-time contribution towards the cost of construction for this shared communications tower have been budgeted for FY 2018 in the Capital Project Fund.

Attachments

Resolution 2018-25

Interlocal Agreement

Resolution 2016-81

Tower Locations Map

RESOLUTION 2018-25

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE
MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE
CITY OF BRENTWOOD AND WILLIAMSON COUNTY CONCERNING THE
CONSTRUCTION AND USE OF A COMMUNICATIONS TOWER FACILITY**

WHEREAS, the City of Brentwood and Williamson County intend to cooperate to construct and maintain a communications tower facility; and

WHEREAS, the County will construct and install the tower for both entities to use, and the City will provide a one-time contribution to cover approximately one-third of the costs of construction.

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

SECTION 1. That the Mayor be and he is hereby authorized to execute an interlocal agreement by and between the City of Brentwood and Williamson County concerning the construction and use of a communications tower facility.

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

Holly Earls

CITY ATTORNEY

Kristen L. Corn

INTERLOCAL AGREEMENT BETWEEN THE
CITY OF BRENTWOOD, TENNESSEE AND WILLIAMSON COUNTY, TENNESSEE, CONCERNING
THE CONSTRUCTION AND USE OF A COMMUNICATIONS TOWER FACILITY
COB Contract No. 2018-002

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2018, by and between the **CITY OF BRENTWOOD**, a municipal corporation of the State of Tennessee (hereinafter referred to as "City"), and **WILLIAMSON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee (hereinafter referred to as ("County")), pursuant to the Interlocal Cooperation Act, T.C.A. §§12-9-101, et. seq.

WHEREAS, the County has a lease agreement to use certain real property on Clovercroft Road, Williamson County, Tennessee;

WHEREAS, the City and County intend to cooperate to construct and maintain upon private property owned by the Mosley Farm LP, a communications tower facility as well as other improvements, pursuant to the terms and conditions of this Agreement;

WHEREAS, the County will construct and install a new 350 foot tall self-supporting communications tower together with all appurtenances. The County shall be responsible for the maintenance and repair of the tower and the surrounding facilities;

WHEREAS, the parties recognize that security of the communications tower facility is of the utmost importance and that steps must be taken to ensure that no unauthorized parties have access to the facility; and

WHEREAS, it is in the best interest of the City and County to enter into this Agreement to cooperate in the construction of the telecommunications tower to provide increased telecommunications capabilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. PURPOSE AND FUNDING

The purpose of this Agreement is to set forth the obligations and rights of the parties in the construction and maintenance of a Telecommunications Tower to increase the parties' communication abilities. Subject to the conditions in this Agreement, the Tower may be used for any telecommunications equipment owned by the Greater Nashville Homeland Security District Five (NHSD-5).

The City shall provide a one-time contribution of \$500,000 to the County to be used for the City's share for the construction of the Tower, apparatuses, and needed security measures. This contribution shall be made at the beginning of the initial term of the Agreement. Each party will remain responsible for obtaining adequate funding from their respective legislative bodies should additional costs be required. Should either party's legislative bodies fail to approve funding, then either party may terminate this Agreement.

II. DEFINITIONS

1. "Accessory Equipment" means equipment serving or being used in conjunction with a Communications Facility or Support Structure.
2. "Antenna" means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other wireless signals.
3. "City" means Brentwood, Tennessee.
4. "Communications Facility" means the Tower, Accessory Equipment, utilities, and all other improvements.
5. "County" means Williamson County, Tennessee.
6. "Equipment Building" means a structure which shall be of a minimum size which satisfies both the City's and County's needs to store its equipment.
7. "FAA" means the Federal Aviation Administration, or its duly designated and authorized successor agency.
8. "FCC" means the Federal Communications Commission, or its duly designated and authorized successor agency.
9. "Lot" means the entire real property parcel described as Tax Map 059.00, Parcel 097.00 and located on Clovercroft Road owned by the Mosley Farm LP and which shall be used for construction and maintenance of a Communications Facility.
10. "Modification" or "Modify" means the addition or change of any of the components such as Antennas, cabling, equipment shelters, landscaping, fencing, utility feeds, changing the color of the structure, increased height of the structure, vehicular access, parking, and/or an upgrade or change out of equipment for better or more modern equipment.
11. "Repairs" or "Maintenance" means the repair, maintenance, or replacement of any components for the Telecommunications Equipment where the repair, maintenance, or replacement is the same or similar type of component being replaced without the addition, removal, or change of any of the physical components or aspects of the Telecommunications Equipment as originally permitted.
12. "Sites" means the locations on the Tower where Telecommunications Equipment may be installed.
13. "Telecommunications Equipment" means the equipment and the system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other wireless signals.
14. "Third-Party Lessee" means a governmental entity which has obtained a site lease agreement with the County for installation or use of the Tower or Communications Facility.
15. "Tower" means the self-supporting structure designed or used primarily to support an Antenna for receiving and/or transmitting a wireless signal.

PART III. CONSTRUCTION OF THE COMMUNICATION FACILITY

1. The County shall construct the Tower upon the Lot. Prior to construction of the Tower, County shall provide to the City the plans and specifications of the proposed Tower.
2. The County shall provide a Site or Sites on the Tower at no cost to the City for the location of Telecommunications Equipment of the Tower. The County shall maintain ownership of the Tower and, as such, the City agrees not to claim any ownership interest in the Tower or the County's Telecommunications Equipment.
3. The County shall remain solely responsible for the construction and maintenance of a fence around the Tower and Accessory Equipment. The fence shall be constructed in such a manner which will prevent access to the Tower except for those who are authorized by the County and/or City.

4. The County shall be responsible for the construction of the Tower in accordance with the plans and specifications. The parties understand that as a governmental entity Williamson County is not subject to local zoning ordinances.
5. Prior to construction, the County shall perform all surveys, and environmental impact studies, secure building permits, and FCC and FAA permits, if required.
6. If required by the FCC or FAA, the County is to provide and install a medium intensity strobe dual lighting system on the Tower, consisting of white during the day and red at night. This lighting shall conform to all FAA and FCC regulations.
7. Each party shall provide copies of all permits and licenses as required by federal, state, or local law regarding the use of the Telecommunications Equipment.

PART IV. PROVISION AND USE OF SITES ON TOWER

1. In return for the City's initial contribution and its continued cost to fulfill its obligations as defined herein, the County agrees to provide to the City, Sites located on the Tower to install its Telecommunications Equipment. The number of Sites will be mutually agreed upon by the parties. The City understands that the County shall own the Tower and, as such, the City shall not claim any ownership interest in the Tower. The City shall ensure that its Telecommunications Equipment is insured in an amount to cover the cost of replacement of the Telecommunications Equipment.
2. Upon execution of this Agreement and upon the completion of the Tower, the City shall have the right to install Telecommunications Equipment on the Tower. The City shall have unrestricted access to the Lot, its portion of the Equipment Building, and Tower to install, maintain, and improve its Telecommunications Equipment or the Accessory Equipment. The parties assume the joint responsibility to otherwise keep the Communications Facility secure at all times and to prevent unauthorized access by third persons.

PART V. EQUIPMENT BUILDING AND GENERATOR

1. The County shall locate and maintain at its own expense upon the Lot an Equipment Building. The Equipment Building shall be located within the fenced area. The County agrees to license to the City for no additional consideration the exclusive access and use of half of the area of the Equipment Building. The size of the Equipment Building shall be of a size which satisfies both parties' needs. The County shall not remove, alter, or otherwise modify the Equipment Building without the City's written consent, which shall not be unreasonably withheld.
2. The County shall provide and maintain a generator of sufficient wattage and size for both parties Telecommunications Equipment and power to the Equipment Building, including a fuel tank and connection to the Equipment Building and utilities from the transformer to the Equipment Building and generator. County shall select a generator based on the plans and specifications of the Telecommunications Equipment as agreed by the parties. The County agrees to provide the generator for the entire term of this Agreement.
3. The County shall be responsible to construct a concrete pad which shall be of a minimum size to accommodate the Tower, Equipment Building, needed related apparatuses, and generator.
4. Access to the Equipment Building and generator is not assignable. The City shall not authorize any other party, other than its authorized employees and agents or other licensees to access the Equipment Building or generator without the County's express written consent, which shall not be unreasonably withheld.
5. The County agrees to maintain the Equipment Building and generator for the entire term of this Agreement.

PART VI. MISCELLANEOUS TERMS

1. Term of Agreement and Renewal. The initial term of this Agreement shall be for *ten (10) years*, commencing upon the date in which this Agreement is signed by both parties, herein referred to as the "Commencement Date". **Because the parties are aware of the vast amount of public resources that each party is providing under this Agreement to improve the security and safety of its citizens, this Agreement may not be terminated for convenience during its initial ten (10) year term.** This Agreement shall terminate at midnight on the last day of the month in which the tenth annual anniversary of the Commencement Date shall have occurred unless otherwise extended as provided herein. The parties shall have the right to extend the term of this Agreement for two (2) additional ten (10) year terms. Each renewal term shall be on the same terms and conditions as set forth herein. This Agreement shall automatically be renewed for each successive renewal term unless this Agreement is terminated as provided for herein. Unless otherwise provided for herein, either party may terminate this Agreement during either of the extended terms by providing the other party a one (1) year prior written notice of termination.

2. Improvements: Tower, Equipment Building and Utilities, Installation/Removal, Prohibition Against Encumbrances.

- a. Each party shall have the right, at its own expense, to erect and maintain on the Tower all improvements necessary to maintain its own Telecommunications Equipment.
- b. Each party shall maintain in good repair, its own Telecommunications Equipment. Both parties shall be responsible for ensuring that the Communications Facility is secured from unauthorized personnel.
- c. The County shall assume full responsibility for the maintenance and repair of the Tower, including grounding, periodic maintenance, and repair to the Tower. Each party on the Tower shall be responsible for the maintenance and repair of its own Telecommunications Equipment.
- d. All electrical utility costs will be the responsibility of the County, which shall be billed directly to the County. County shall pay all utility invoices within the time specified on the individual bills to ensure that service is not disconnected. All other utility costs shall remain the responsibility of the using party.
- e. The County shall provide to the City the specifications on the grounding of the Tower to ensure that the Tower is grounded pursuant to acceptable industry requirements.
- f. If the Communications Facility or any of the Telecommunications Equipment or the Lot is damaged or destroyed, each party shall be responsible to repair or replace its damaged Telecommunications Equipment at its own cost.
- g. If lighting is required pursuant to the Federal Communications Act, the County shall assume full responsibility for payment of any and all fines associated with the failure to adequately maintain the tower lighting system except if caused by the willful misconduct or gross negligence of the City, its employees, agents, or other licensees.
- h. If agreed by both the City and the County, a Tower inspection shall be conducted at least ninety (90) days prior to each renewal term of this Agreement. The Tower inspection report shall be accomplished by a firm licensed to accomplish the inspection and said inspection shall be supervised, certified, and sealed by a registered structural engineer. Deficiencies identified in the report shall be repaired by the County. Deficiencies identified as being related to the City's Telecommunications Equipment shall be repaired by the City. The cost of the report shall be paid equally by the County, City, and any licensee.

- i. Should the parties agree to install the utilities underground up to the Tower, then the County shall remain responsible for the cost of the installation of the utilities.
 - j. Plans and specifications for any improvements constructed, or utilities installed, shall be prepared and submitted to the other party prior to commencement of construction.
 - k. In the event any Modifications made to the Communications Facilities by either party interferes with the other party's construction, operation, maintenance, or use of its Telecommunications Equipment or access to the Communications Facility, the interfering party shall, upon five (5) days written notice from the other, eliminate said interference by adjusting or removing the Telecommunications Equipment or utilities causing the interference at no cost to the other party, or by providing technical assistance and/or equipment as required to remove the interference.
- 3. Prohibition of Encumbrances.
 - a. The parties shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the premises, the Tower, and/or the Equipment Building.
 - b. It is distinctly understood and agreed that any persons, firm, or corporation furnishing materials or performing labor to the Tower or other structures or equipment, should look only to the authorizing entity for any payment, and that no lien or claim shall be allowed to attach to the Lot, Communications Facility, the Tower, and/or Accessory Equipment.
- 4. Termination.
 - a. This Agreement may be terminated upon the occurrence of any of the following:
 - 1. Except when a breach is related to interference, if either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with written notice of the breach. The breaching party will then have ninety (90) calendar days from the receipt of the notice to cure the breach. Should the breaching party be unable to cure the breach within ninety (90) calendar days then the parties may agree in writing to a reasonable extension to cure the breach. Should the breaching party fail to cure the breach, the non-breaching party may terminate this Agreement. Such termination shall not relieve the breaching party of any damages sustained by the non-breaching party;
 - 2. By either party, if the parties are unable to obtain or maintain any license, permit or other approval necessary for the construction and/or operation of the Tower which is required by law;
 - 3. This Agreement may not be terminated for convenience during the initial ten (10) year term of the Agreement. During either of the extended terms, either party may terminate this Agreement upon the provision of a one (1) year written notice to the other party; and
 - 4. By either party, if a condemning authority condemns the Lot and/or the Tower becomes unsuitable for its intended use.
 - b. Upon termination of this Agreement by expiration of term or otherwise, title or ownership of the City's Telecommunications Equipment shall remain with the

City and the County shall remove its Telecommunications Equipment in a timely manner. The County may direct the City to remove its Telecommunications Equipment if the Telecommunications Equipment is no longer being used for its intended use.

- c. Upon termination of this Agreement by expiration of term or otherwise, the City shall remove its Telecommunications Equipment from the Lot at its expense within sixty (60) days from the date of termination.
5. Modification, Amendment to the Agreement. This Agreement may not be modified, amended, or extended verbally or by conduct, but only by a written document duly executed by the parties.
6. Assignment. The rights and obligations under this Agreement are not assignable.
7. Repairs and Maintenance of Equipment and Facilities. The County shall be responsible for all Repairs and Maintenance of the Equipment Building, generator, Tower, and the County's Telecommunications Equipment except for any damage caused by the negligence or willful act of the City, its agents, employees, invitees or licensee. The City shall be responsible for all Repairs and Maintenance of the City's Telecommunications Equipment.
8. Use of Premises and Tower.
 - a. The City's and County's use of the Communications Facility shall be limited to the transmission and reception of radio communication within the frequencies in which the party has FCC authorization to operate.
 - b. Should Sites be available on the Tower, the parties agree and understand that any Telecommunications Equipment requested by the Greater Nashville Homeland Security District 5 to be installed on the Tower will be allowed without any sort of approval from the City, but only after the County has provided the City with notification of the installation. Such installation shall be coordinated through the County. Should the installation of the newly installed Telecommunications Equipment interfere with either parties' existing equipment, then NHSD-5 shall remain responsible to remedy the interference pursuant to **Part VI, Section 2, Paragraph k and Section 9 (Signal Interference)**.
 - c. In the event the County leases any Site locations on the Tower, the County shall ensure that the licensee's Telecommunications Equipment shall not interfere with the parties' existing equipment. The requesting party shall provide the County with any plans, documents, or specifications it may deem relative to demonstrate that the proposed equipment will not interfere with any of the existing Telecommunications Equipment.
 - d. Should the parties agree, a structural analysis of the Tower shall be completed by a licensed engineer and provided to both the City and County. Unless otherwise provided for herein, no modification to the Tower shall be permitted if it alters or interferes with either party's use of its Telecommunications Equipment or degrades the structural integrity of the Tower.
9. Signal Interference.
 - a. The individual party's operation of its Telecommunications Equipment is of primary importance and is required to support public health, safety, and welfare

of the citizens of the City and County. Signal interference to any Telecommunications Equipment operating frequencies shall be eliminated by the party causing the interference at its expense. If the signal interference cannot be eliminated within five (5) days after written notice, the faulting party shall cease use of the Telecommunications Equipment causing the interference. The faulting party shall perform any testing and evaluation as is necessary to determine the source of the interference. In the event that a party proposes the use of additional frequencies on the Tower, the other party shall cooperate to identify and resolve any signal interference problems.

- b. Each party shall notify the other at least thirty (30) days in advance of the installation, or modification of any Telecommunications Equipment on the Tower. In the event any potential interference is found to exist resulting from the proposed installation or modification of the Telecommunications Equipment, then prior to the installation, the installing party shall modify or supplement the equipment or locate the equipment on a Site which does not interfere with the use of the other preexisting Telecommunications Equipment. In the event that the potential interference problems cannot be resolved, the proposed frequencies and/or equipment shall not be installed.
- c. Within the restrictions contained in this Agreement, the County may lease any Sites for the installation of Amateur Radio Service Telecommunications Equipment.

10. Access to Premises and the Tower. The City and County shall have unrestricted, 24-hour access and their designated employees, officers, servants, or agents, to the Communications Facility. Any damage caused by reason of the negligence or willfulness of the individual party's, its officers, employees, servants, agents or guests, shall be paid for, corrected, or repaired by the faulting party.

11. Security. The parties' officers, employees, servants, agents, and guests shall comply with all security requirements of the Communications Facility as required by the County. The City and County agree to be diligent in keeping the Lot and Communications Facility secure by observing security measures such as locks on buildings, gates, and barriers. Neither party shall be responsible or liable for damages or destruction of the Communications Facility, Tower, or any of the Telecommunications Equipment except if the damage is due to the party's negligence. The County and City reserve, in their individual capacity, the right to eject and/or bar from entry to the Communications Facility anyone not authorized to use the Tower.

12. Insurance.

- a. Williamson County shall purchase and provide insurance at a rate to cover the cost of replacement of the Tower, Equipment Building, and generator. The City shall be responsible for insuring its Telecommunications Equipment.
- b. If any part of the Lot is taken by eminent domain, or by a deed in lieu of condemnation, so as to prevent the continuation of the County's use in a commercially reasonable manner, then the County may terminate this Agreement by providing written notice to the City, which termination shall be effective as of the date of the vesting of title in such taking. The County shall be entitled to be reimbursed for any relocation costs. County and the City shall each be entitled to pursue their own separate awards with respect to any taking by eminent domain, unless the taking is by the County.

13. Remedies. Upon breach or default of any of the provisions set forth herein, each party shall be entitled to any damages or other equitable relief permitted under the laws of the State of Tennessee.

14. Governing Law. This Agreement shall be construed exclusively in accordance with the laws of the State of Tennessee and venue shall be in Williamson County, Tennessee.

15. Notices. All notices, requests, demands, and other communications hereunder, shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

CITY

Mayor Jill Burgin
Brentwood Mayor
P.O. Box 788
5211 Maryland Way
Brentwood, TN 37024

COUNTY

Rogers Anderson
Williamson County Mayor
Administrative Complex, Suite 125
1320 West Main Street
Franklin, TN 37064

16. Severability. If any one or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

17. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

18. Recording. Following the execution of this Agreement, this Agreement shall be recorded by the County, at its sole expense, in the Register of Deeds Office of Williamson County, Tennessee.

19. Compliance with Laws. The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement and shall not permit or commit any strip or waste of the Communications Tower Facility.

IN WITNESS WHEREOF, the County and the City have executed this Agreement effective as of the date and year first above written.

ATTEST:

CITY OF BRENTWOOD, TENNESSEE

BY: HOLLY EARLS
CITY RECORDER

BY: JILL BURGIN
MAYOR

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

BY:

BY: ROGERS ANDERSON
WILLIAMSON COUNTY MAYOR

H:\Williamson County\Agreements\Interlocal Agreements\City of Brentwood\Telecommunications Tower - K#18-042\2018.02.26 Brentwood Tower Agreement (K#18-042).doc

RESOLUTION 2016-81

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE FUNDING FOR THE CITY'S SHARE OF THE ACQUISITION OF A COUNTYWIDE 800 MHz RADIO SYSTEM FROM MOTOROLA SOLUTIONS, INC. BY THE WILLIAMSON COUNTY JOINT COMMUNICATIONS NETWORK AUTHORITY

WHEREAS, pursuant to Resolution 2014-52, the City of Brentwood is a participant in the Williamson County Joint Communication Network Authority ("the Authority") along with the City of Franklin and Williamson County; and


WHEREAS, the Authority proposes to enter into an agreement with Motorola Solutions, Inc. for the acquisition of a countywide 800 MHz radio system, subject to approval of funding by Williamson County and the Cities of Brentwood and Franklin; and

WHEREAS, acquisition of the proposed radio system by the Authority will enable the public safety agencies of Brentwood, Franklin and Williamson County to communicate with each other more effectively, benefitting public health safety and welfare.

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

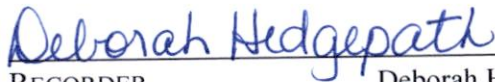
SECTION 1. That funding for the City's share of the acquisition of a countywide 800 MHz radio system from Motorola Solutions, Inc. by the Williamson County Joint Communications Network Authority is hereby authorized, in an amount not to exceed \$4,050,000.

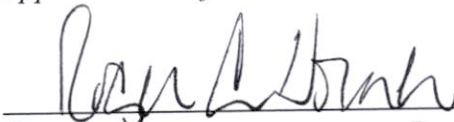
SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

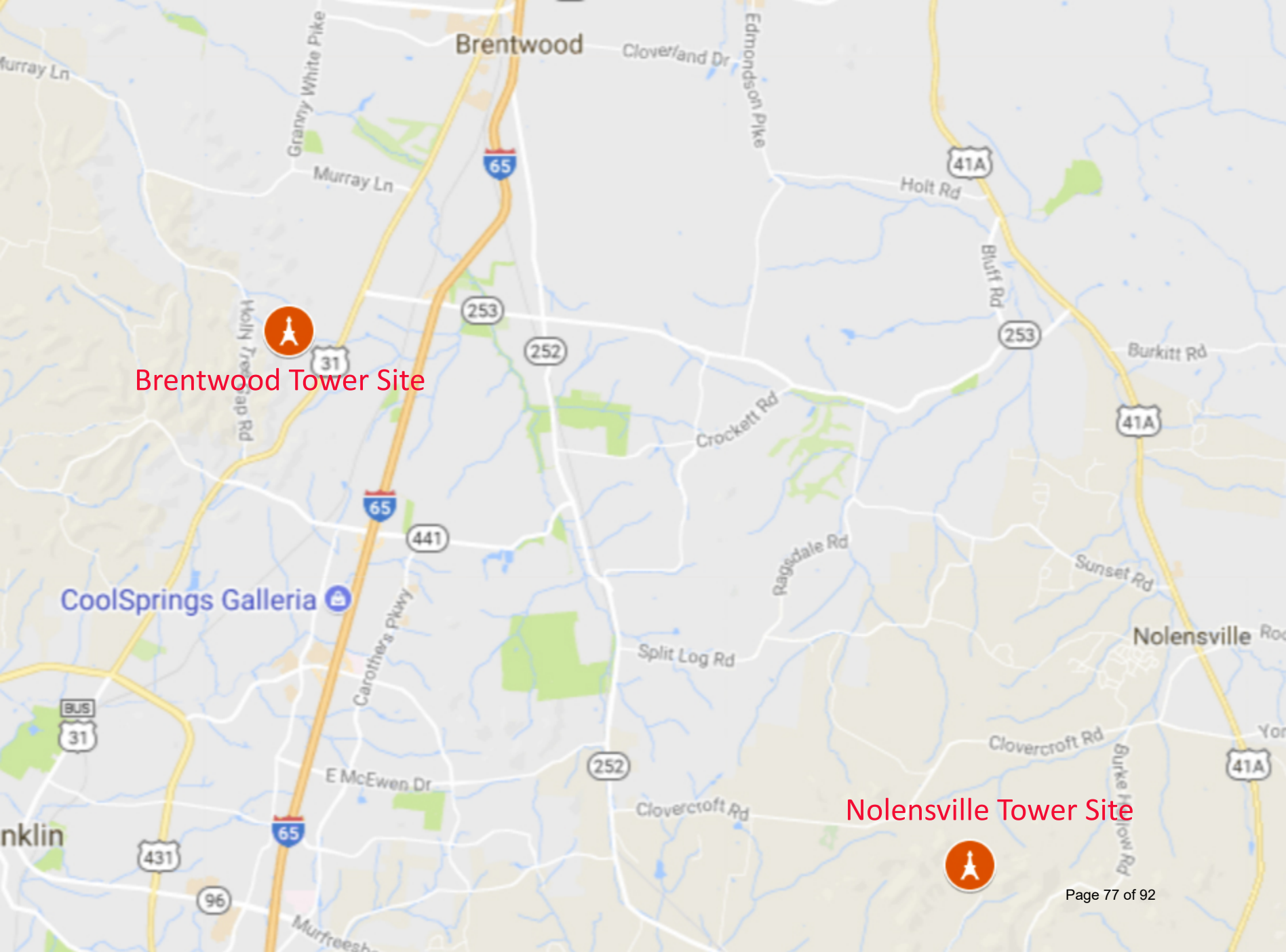

MAYOR Regina Smithson

ADOPTED: 11/14/2016

Approved as to form:


RECORDER Deborah Hedgepath


CITY ATTORNEY Roger A. Horner



Brentwood Tower Site

Nolensville Tower Site

Brentwood City Commission Agenda

Meeting Date: 04/09/2018

Appointment of Representative to the Williamson County Board of Equalization

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of Representative to the Williamson County Board of Equalization

Background

At the April 9, 2018 meeting, the Board of Commissioners will appoint one (1) representative to the Williamson County Board of Equalization. The representative will serve a two (2) term ending on May 1, 2020. The Board of Equalization meets annually to hear appeals involving real and personal property valuation issues. Applicants for this position must be residents of the City of Brentwood. Prior experience in the areas of property appraisals or real estate is desired.

Notice of the upcoming appointment and process/deadlines for applications were published in the Tennessean's Williamson section and posted on the City's web page and on the Brentwood City Government Cable Channel.

Persons submitting applications for consideration are:

1. John Magyar (incumbent)

Applications are attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Application

Earls, Holly

From: tech@brentwoodtn.gov
Sent: Monday, February 5, 2018 3:18 PM
To: Deanna.Lambert; Earls, Holly
Subject: City of Brentwood: Online Board Application Submittal

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 02/05/2018 3:17 PM
Response #: 76
Submitter ID: 4538
IP address: 172.24.96.111
Time to complete: 7 min. , 30 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Williamson County Board of Equalization

What is your name?

John Magyar

Spouse's name (if applicable)?

Not answered

Address:

6041 Wellesley Way

Home Phone:

(615) 482-8999

Business Phone:

(615) 778-1818

Fax Number:

N/A

Email address:

john@meritangroup.com

Employer

Keller Williams Realty

Occupation:

Realtor

Spouse Employer:

Thompson & Associates

Spouse Occupation:

CFO

How long have you lived in Brentwood:

20 years

Community Involvement:

Planning Commission/Brentwood, Tree Board/Brentwood, Church membership and involvement at Brentwood Baptist Church

Brief summary of why you would like to serve on this board:

As a 20-year resident of Brentwood, I have enjoyed being involved in Brentwood to help protect the business, recreational, educational and residential assets of this city. As a realtor, I feel as if I had much to offer in that I knew Brentwood neighborhoods quite well. I felt as if this knowledge was instrumental in serving on the Board of Equalization in 2017.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

none

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

none

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

I'm not aware of any.

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

[x] I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Brentwood City Commission Agenda

Meeting Date: 04/09/2018

Appointment of Two (2) Members to the Park Board

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of Two (2) Members to the Park Board

Background

At the April 9, 2018 meeting, the Board of Commissioners will appoint two (2) members to the Park Board. The appointees will serve three (3) year terms expiring April 30, 2021. Applicants must be residents of the City of Brentwood.

Notice of the upcoming appointments and process/deadlines for applications was published in the Tennessean Williamson and posted on the City's web page and on the Brentwood City Government Cable Channel (BTV).

The interested persons are:

1. Bob Bellenfant (incumbent)
2. Adrienne Reed
3. Elizabeth Whittemore (incumbent)

Their applications are attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Applications

Earls, Holly

From: tech@brentwoodtn.gov
Sent: Wednesday, March 14, 2018 10:47 AM
To: Lambert, Deanna; Earls, Holly
Subject: City of Brentwood: Online Board Application Submittal

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 03/14/2018 10:46 AM
Response #: 78
Submitter ID: 5833
IP address: 172.24.96.111
Time to complete: 38 min. , 59 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Bob Bellenfant

Spouse's name (if applicable)?

Laura Bellenfant

Address:

9531 Butler Drive

Home Phone:

615-568-3782

Business Phone:

615-370-8700 x12

Fax Number:

615-3704475

Email address:

bob@bellenfantcpa.com

Employer

Bellenfant, PLLC CPAs

Occupation:

Certified Public Accountant

Spouse Employer:

None

Spouse Occupation:

Homemaker

How long have you lived in Brentwood:

26 years

Community Involvement:

Park Board (Vice Chairman)
Environmental Advisory Board (Park Board Representative)
Chamber of Commerce Board
Leadership Brentwood
Citizens Police Academy
Brentwood Rotary Club
Brentwood YMCA Board
Brentwood Civitan

Brief summary of why you would like to serve on this board:

The Park Board is an integral part of the high quality of life that we all enjoy as Brentwood citizens. My volunteer activities related to the Park board greatly enhance my life and the lives of all of our citizens including my three children and my four grandchildren. I sincerely feel that my understanding of the quality of life that we all enjoy here makes my presence on the Park Board very fulfilling. I understand how the nonprofit sector operates and that helps me understand the fundraising activities conducted in the Parks. The addition of several parks and development of hundreds of acres of park land demands the attention and stewardship of volunteer leaders in service to our citizens. Thank you for the opportunity to serve our city.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Earls, Holly

From: tech@brentwoodtn.gov
Sent: Saturday, January 20, 2018 6:58 PM
To: Lambert, Deanna; Earls, Holly
Subject: City of Brentwood: Online Board Application Submittal

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 01/20/2018 6:58 PM
Response #: 74
Submitter ID: 4427
IP address: 172.24.96.111
Time to complete: 3 min. , 31 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Adrienne Reed

Spouse's name (if applicable)?

John

Address:

9202 Brushboro Drive

Home Phone:

615-319-8982

Business Phone:

615-236-3730

Fax Number:

Not answered

Email address:

adrienne@tnreeds.com

Employer

HCA

Occupation:

Director/Analytics

Spouse Employer:

HCA

Spouse Occupation:

Engineer

How long have you lived in Brentwood:

14 years

Community Involvement:

HOA Board Member in the neighborhood, member of Holy Family Catholic Church, Administrator of social Bunco group at Holy Family Catholic Church

Brief summary of why you would like to serve on this board:

Would like to contribute to my community and I enjoy the parks.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

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Earls, Holly

From: tech@brentwoodtn.gov
Sent: Friday, February 2, 2018 11:35 AM
To: Lambert, Deanna; Earls, Holly
Subject: City of Brentwood: Online Board Application Submittal

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 02/02/2018 11:35 AM
Response #: 75
Submitter ID: 4516
IP address: 172.24.96.111
Time to complete: 16 min. , 28 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Elizabeth Whittemore

Spouse's name (if applicable)?

Bill Whittemore III

Address:

8205 Chatham Court

Home Phone:

615-417-3581

Business Phone:

Not answered

Fax Number:

Not answered

Email address:

Elizabethw@wcs.edu

Employer

Williamson County Schools

Occupation:

Asst. librarian

Spouse Employer:

Retired

Spouse Occupation:

Not answered

How long have you lived in Brentwood:

41 years

Community Involvement:

Park Board member ??years

Volunteer in the building of Crockett Park playground - in charge of food.

Coach Civitan softball league teams for 8-10 years.

Brief summary of why you would like to serve on this board:

I enjoy be involved in community affairs.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

[x] I Agree

Thank you,
City of Brentwood

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