



**Agenda for the Regular Meeting of Board of Commissioners**  
**Tuesday, June 12, 2018 - 7:00 pm**  
**Brentwood City Hall**

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

**Public Hearing**

1. Public hearing on Ordinance 2018-07 - AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT
2. Public hearing on Ordinance 2018-08 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019
3. Public hearing for proposed six-year Capital Improvements program for Fiscal Years 2019-2024

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**

May 29, 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. Ordinance 2018-09 - AN ORDINANCE AMENDING SECTION 2-29 REGARDING COMPENSATION OF THE MAYOR AND OTHER MEMBERS OF THE BOARD OF COMMISSIONERS, for consideration on second and final reading
2. Resolution 2018-45 - A RESOLUTION AUTHORIZING APPROVAL OF PARTICIPATING ADDENDUM FOR NASPO PURCHASING COOPERATIVE FOR AT&T FOR FIRSTNET SERVICES, for adoption

### **Old Business**

1. Other old business

### **New Business**

1. Ordinance 2018-10 - AN ORDINANCE AMENDING ORDINANCE 2017-11, THE BUDGET APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018, for consideration on first reading
2. Resolution 2018-42 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH SOUTHERN EDUCATION STRATEGIES, LLC FOR MUNICIPAL SCHOOL DISTRICT FEASIBILITY STUDY, for adoption
3. Resolution 2018-48 - A RESOLUTION AUTHORIZING INITIATION OF ANNEXATION PROCESS FOR ANNEXATION OF PROPERTY LOCATED AT 2500 BERRY'S CHAPEL ROAD AND 1003 HOLLY TREE GAP ROAD AND A PORTION OF NORTH BERRY'S CHAPEL ROAD AND DIRECTING STAFF TO PREPARE A COMPLETE PLAN OF SERVICES AND HEARING SCHEDULE, for adoption
4. Other new business
  - a. Appointment by Mayor of three (3) members to the Planning Commission
  - b. Appointment of two (2) members to the Library Board
  - c. Appointment of one (1) member from the Board of Commissioners to the Library 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:** 06/12/2018

Public Hearing on Ordinance 2018-07- Appropriations Ordinance for FY 2018-2019

**Submitted by:** Richard Parker, Finance

**Department:** Finance

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**Information**

**Subject**

Public Hearing on Ordinance 2018-07 - An appropriations ordinance for the City of Brentwood for the fiscal year beginning July 1, 2018, and ending June 30, 2019, including the Brentwood Emergency Communications District.

**Background**

The proposed FY 2018-2019 appropriations ordinance was reviewed with the Board of Commissioners at a work session on Thursday, May 10, 2018. Formal public hearings are scheduled at three City Commission meetings set for Tuesday, May 29, 2018, Tuesday, June 12, 2018, and Monday, June 25, 2018.

No public comments were received at the May 29, 2018 public hearing.

For additional information, please review the backup material for Ordinance 2018-07 on the May 29, 2018 agenda under "New Business."

**Staff Recommendation**

N/A

**Previous Commission Action**

Each year, the City Commission officially adopts the City's annual operating budget through the passage of the appropriations ordinance. An opportunity for citizens to provide comments on the proposed operating budget is provided through three formal public hearings. The June 12, 2018 public hearing represents the second of three public hearings for the FY 2019 appropriations ordinance.

Ordinance 2018-07 was approved on first reading (6-0) at the May 29, 2018 meeting. Final reading of the ordinance is scheduled for the June 25, 2018 meeting.

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**Fiscal Impact**

**Attachments**

**Brentwood City Commission Agenda**

**Meeting Date:** 06/12/2018

Public Hearing on Ordinance 2018-08 - To Establish the FY 2018-2019 Tax Rate

**Submitted by:** Richard Parker, Finance

**Department:** Finance

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**Information**

**Subject**

Public Hearing on Ordinance 2018-08 - An ordinance of the City of Brentwood to establish the tax levy for fiscal year beginning July 1, 2018, and ending June 30, 2019.

**Background**

The proposed Tax Rate Ordinance for Fiscal Year 2019 was reviewed with the Board of Commissioners at a work session on Thursday, May 10, 2018. Formal public hearings are scheduled at three City Commission meetings set for Tuesday, May 29, 2018, Tuesday, June 12, 2018, and Monday, June 25, 2018.

No public comments were received at the May 29, 2018 public hearing.

For additional information, please review the backup information on Ordinance 2018-08 on the May 29, 2018 agenda under "New Business."

**Staff Recommendation**

N/A

**Previous Commission Action**

Each year, the City Commission reviews and adopts the appropriations and tax levy ordinances for the new fiscal year. An opportunity for citizens to provide comments on the proposed ordinances is provided through three formal public hearings. The June 12, 2018 public hearing represents the second of three public hearings for the FY 2019 tax levy ordinance.

Ordinance 2018-08 was approved on first reading (6-0) at the May 29, 2018 meeting. Final reading of the ordinance is scheduled for the June 25, 2018 meeting.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Brentwood City Commission Agenda**

**Meeting Date:** 06/12/2018

Public Hearing for Proposed Six-Year Capital Improvements Program for Fiscal Years 2019-2024

**Submitted by:** Jay Evans, Administration

**Department:** Administration

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**Information**

**Subject**

Public Hearing for Proposed Six-Year Capital Improvements Program for Fiscal Years 2019-2024

**Background**

The proposed FY 2019-2024 Capital Improvements Program (CIP) was reviewed with the Board of Commissioners at a work session on Tuesday, April 3, 2018. The staff reviewed each project and received initial guidance and direction on the appropriateness and priorities in the program. The CIP has since been posted on the City's website and circulated in the community for citizen review and comment.

A formal public hearing for the CIP was held on May 29, 2018. There were no comments from the public. In addition to tonight's hearing, one more hearing is scheduled for June 25, 2018. A Resolution to adopt the six-year CIP will be presented to the City Commission for consideration on that date as well.

**Staff Recommendation**

N/A

**Previous Commission Action**

Each year, the City Commission reviews and approves the six-year capital improvements program. An opportunity for citizen comments on the proposed program is provided through three formal public hearings. The first of three formal public hearings was held on May 29, 2018. There were no comments from the public.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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## **Brentwood City Commission Agenda**

**Meeting Date:** 06/12/2018

Approval or correction of minutes from Regular Scheduled Commission meeting

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Approval or correction of minutes from the May 29, 2018 meeting

#### **Background**

#### **Staff Recommendation**

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### **Fiscal Impact**

### **Attachments**

Draft Minutes

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# DRAFT

## MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

### BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Tuesday, May 29, 2018 at 7:00 pm at Brentwood City Hall.

Present: Mayor Jill Burgin; Commissioner Betsy Crossley; Commissioner Anne Dunn; Commissioner Rhea Little; Commissioner Regina Smithson; Commissioner Ken Travis

Absent: Vice Mayor Mark Gorman

Staff Present: City Manager Kirk Bednar; City Attorney Kristen Corn; City Recorder Holly Earls

Commissioner Dunn led the Invocation. The Pledge of Allegiance was led by Commissioner Little. Mayor Burgin administered the Oath of Office for new firefighter Gabriel Garcia and presented a Proclamation recognizing the efforts of the Alzheimer's Association.

#### **Public Hearing**

Public hearing on Ordinance 2018-07 - AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT

No one spoke for or against the ordinance; therefore, the public hearing was closed.

Public hearing on Ordinance 2018-08 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019

No one spoke for or against the ordinance; therefore, the public hearing was closed.

Public hearing for proposed six-year Capital Improvements program for Fiscal Years 2019-2024

No one spoke for or against the CIP; therefore, the public hearing was closed.

#### **Approval or Correction of Minutes**

May 14, 2018

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

**Vote:** 6 - 0 Approved - Unanimously

### **Consent Agenda**

Ordinance 2018-06 - AN ORDINANCE AMENDING SECTION 38-26 REGARDING MEMBERSHIP OF THE LIBRARY BOARD, for consideration on second and final reading

Resolution 2018-39 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE WITHERSPOON SUBDIVISION, for adoption

Resolution 2018-40 - A RESOLUTION AUTHORIZING ALTERATIONS TO THE OSRD DEVELOPMENT PLAN FOR THE TRADITIONS SUBDIVISION, for adoption

Resolution 2018-43 - A RESOLUTION AUTHORIZING AN ADDITIONAL RESIDENT MEMBER TO THE AD-HOC 50TH ANNIVERSARY STEERING COMMITTEE, for adoption

Resolution 2018-44 - A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY FOR COLLECTION OF PROPERTY TAXES BY THE COUNTY TRUSTEE, for adoption

Approval to pay Brentwood's portion of the South Corridor Transit Alternatives Study to MPO

Approval to purchase CUES replacement camera system and appurtenances associated with sewer system video pipeline inspection

Moved by Commissioner Rhea Little for approval of the items on the Consent Agenda, seconded by Mayor Jill Burgin

**Vote:** 6 - 0 Approved - Unanimously

### **New Business**

Ordinance 2018-07- AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT, for consideration on first reading

Moved by Commissioner Rhea Little for passage of Ordinance 2018-07, seconded by Commissioner Anne Dunn

**Vote:** 6 - 0 Approved - Unanimously

Ordinance 2018-08 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, for consideration on first reading

Moved by Commissioner Regina Smithson for passage of Ordinance 2018-08, seconded by Commissioner Rhea Little

**Vote:** 6 - 0 Approved - Unanimously

Ordinance 2018-09 - AN ORDINANCE AMENDING SECTION 2-29 REGARDING COMPENSATION OF THE MAYOR AND OTHER MEMBERS OF THE BOARD OF COMMISSIONERS, for consideration on first reading

Moved by Commissioner Ken Travis for passage of Ordinance 2018-09, seconded by Commissioner Rhea Little

**Vote:** 6 - 0 Approved - Unanimously

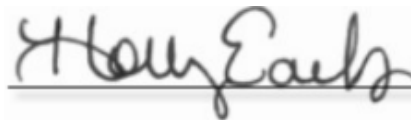
Resolution 2018-41 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE TARAMORE SUBDIVISION, for adoption

Moved by Commissioner Rhea Little for adoption, seconded by Commissioner Regina Smithson

**Vote:** 6 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:46 pm.

APPROVED \_\_\_\_\_

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

Holly Earls, City Recorder

## **Brentwood City Commission Agenda**

**Meeting Date:** 06/12/2018

Ordinance 2018-09 - Amending Brentwood Municipal Code Section 2-29 Regarding Compensation of the Mayor and Board of Commissioners

**Submitted by:** Kristen Corn, Legal

**Department:** Legal

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### **Information**

#### **Subject**

Ordinance 2018-09 - Amending Brentwood Municipal Code Section 2-29 Regarding Compensation of the Mayor and Board of Commissioners

#### **Background**

Staff has identified a minor textual discrepancy in the language of the Municipal Code regarding Commissioner compensation. This proposed clean-up simply brings the code in line with the compensation that was adjusted by the Board back in 2001.

The existing section of the Municipal Code dealing with Commissioner compensation dates back to the Code adoption in 1978. This section states the following:

***Sec. 2-29. - Compensation of mayor and commissioners.***

***The mayor shall receive \$500.00 per month for each month served of his term of office. Each of the other members of the board of commissioners shall receive \$450.00 per month for each month served as commissioner. A check shall be issued to each commissioner on the last regular payroll of each month as compensation for that month. Commissioners serving a partial month due to resignation, timing of elections or other causes shall be paid on a pro rata basis to be determined by the number of meetings attended as a commissioner or other reasonable factors.***

In 2001, an amendment to the City Manager – Commission general law charter was approved by the state legislature that provided an option for the Board of Commissioners to set the salary annually as part of the budget adoption provided any increase doesn't take effect in the middle of a term. This language is found in Tenn. Code Ann. 6-20-204(c) as follows:

***Tenn. Code Ann. 6-20-204. - Compensation of mayor and commissioners.***

\* \* \*

***(c) (1) Notwithstanding the limits established in subsections (a) and (b), the salaries of***

*the mayor and commissioners may be established annually by the board of commissioners at the time of adoption of the annual operating budget; provided, however, that such salaries shall not be increased or diminished prior to the end of the term for which such officials were elected.*

*(2) The provisions of this subsection (c) shall become effective upon approval by a two-thirds ( 2/3 ) vote of the board of commissioners.*

As part of the adoption of the FY 2002 budget in June 2001, the Board of Commissioners at the time unanimously voted to adopt the authority granted by this state law and also voted to increase the pay by \$500 per month to the current \$1,000 for the Mayor and \$950 for Commissioners. There has been no increase since. While that action in 2001 was done correctly and in full compliance with state law, the Municipal Code language in Section 2-29 was never updated to reflect such change.

The attached ordinance would amend Section 2-29 of the Municipal Code to mirror the language of T.C.A. 6-20-204. This action does not alter in any way the current compensation of the Mayor or Commissioners.

Please contact the City Attorney if you have any questions about this ordinance.

#### **Staff Recommendation**

Staff recommends passage of the accompanying ordinance.

#### **Previous Commission Action**

Ordinance 2018-09 was approved on first reading (6-0) at the May 29, 2018 meeting.

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#### **Fiscal Impact**

#### **Attachments**

Ord 2018-09 - Commissioner Compensation

Memo re: FY2002 Budget Amendments

June 2001 Commission Minutes

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## **ORDINANCE 2018-09**

### **AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY SECTION 2-29, REGARDING COMPENSATION OF THE MAYOR AND OTHER MEMBERS OF THE BOARD OF COMMISSIONERS**

**WHEREAS**, section 2-29 of the Code of Ordinances of the City of Brentwood establishes the compensation of the Mayor and the other members of the Board of Commissioners; and

**WHEREAS**, T.C.A. § 6-20-204(c) allows the salaries of the Mayor and other members of the Board of Commissioners to be established annually at the time of adoption of the annual operating budget; and

**WHEREAS**, it is appropriate to amend section 2-29 of the Code of Ordinances to reflect the practice of the Board of Commissioners as permitted under T.C.A. § 6-20-204(c).

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

**SECTION 1:** That section 2-29 of the Code of Ordinances of the City of Brentwood is hereby amended to read as follows:

#### **Sec. 2-29. - Compensation of mayor and commissioners.**

In accordance with T.C.A. § 6-20-204, the mayor and the other members of the board of commissioners shall receive such salaries as may be established annually by the board of commissioners at the time of adoption of the annual operating budget; provided, however, that such salaries shall not be increased or diminished prior to the end of the term for which such officials were elected. Payment shall be issued to each commissioner on the last regular payroll of each month as compensation for that month. Commissioners serving a partial month due to resignation, timing of elections or other causes shall be paid on a pro rata basis to be determined by the number of meetings attended as a commissioner or other reasonable factors.

**SECTION 2.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

**SECTION 3.** If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.



**SECTION 4.** That this ordinance shall take effect from and after its final passage and publication thereof, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____ n/a
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	_____
PUBLIC HEARING			Date of publication:	_____
Notice published in:	_____ n/a			
Date of publication:	_____			
Date of hearing:	_____	EFFECTIVE DATE	_____	

\_\_\_\_\_  
MAYOR Jill Burgin

\_\_\_\_\_  
RECORDER Holly Earls

*Approved as to form:*

\_\_\_\_\_  
CITY ATTORNEY Kristen L. Corn

JOE REAGAN  
MAYOR  
ANNE DUNN  
VICE-MAYOR  
MICHAEL W. WALKER  
CITY MANAGER



## City of Brentwood

COMMISSIONERS  
JOE REAGAN  
ANNE DUNN  
ROBERT L. HIGGS, P.E.  
REGINA R. SMITHSON  
BRIAN J. SWEENEY

June 5, 2001

### CITY MANAGER MEMORANDUM

01-07

TO: Honorable Mayor and Members of the City Commission

FROM: Michael W. Walker, City Manager

SUBJECT: **Process/Steps For Amending The FY 2002 Proposed Budget**

In order to simplify the process for amending or allocating funding in the FY 2002 proposed budget on final reading, I have summarized below several potential items for consideration by the City Commission at the June 14, 2001 meeting. In addition, I have identified the specific action, process and, in some cases, wording that will be needed for each item under consideration.

#### **1. Allocation of funding for recreation program services.**

\$72,000 is available in the proposed budget. Last year's funding was allocated as follows: Civitan Club - \$20,000; Senior Citizen's Center, Inc. - \$20,000; YMCA - \$22,000 (including \$10,000 for final payment toward construction of Teen Center); and Brentwood Blaze - \$10,000. Attached is the list of funding requests from various agencies for next year. Please note that Blaze requested funding but did not specify an amount.

#### **2. Allocation of funding for Education**

\$140,000 is available in the proposed budget. Last year's funding was allocated as follows: Brentwood High - \$60,000; Brentwood Middle and Woodland Middle Schools - \$15,000 each; and Scales, Lipscomb, Crockett, Kenrose and Edmondson Elementary Schools - \$10,000 each.

#### **3. Proposed Additional Positions in the General Fund**

Please refer to the attached memo from Kirk Bednar for a detail explanation. Two additional positions are proposed by staff - the Engineering Technician II position discussed at the budget work session (\$59,505) for in-house geotechnical and compaction testing services and a Codes Enforcement Officer I position (\$41,916) to handle the anticipated additional workload associated

**CITY MANAGER MEMORANDUM 2001-07**

with housing inspections in the annexation areas. The Commission will need to approve by *motion* an amendment to the appropriations ordinance to include the new expenditures for the position. Please note this amendment will not impact the tax rate ordinance as both positions will be fully funded from additional fees collected for the services rendered.

**4. Adjustment to City Commission Monthly Salary**

To officially authorize the \$500 per month salary adjustment included in the proposed budget, someone will need to make the following *motion* as explicitly written - *I move to raise the salary of the Mayor and Commissioners by \$500 per month by adopting the provisions for salary adjustments as set forth in Tennessee Code Annotated, Section 6-20-204(c)*. A minimum affirmative vote of 4 of the 5 Commissioners will be required to authorize the salary adjustment. Please note that once approved, this section of TCA does not allow the salary to be increased or reduced until June 2005 (after the 2005 election and prior to the approval of the FY 2006 budget). Also note that if the salary is not adjusted now, it cannot be considered again for adjustment (up or down) until June 2003.

**5. Adjustment to City Manager's Salary**

A percentage merit pay adjustment to the City Manager's salary will require a *motion* by the Commission. Also, a request to have the current severance compensation package be increased from *4 months to 6 months with full benefits* should be addressed at this meeting by *motion* of the Board with the understanding that a resolution to officially incorporate this action into the City Manager's employment agreement will be presented for formal approval at the June 25 meeting.

**6. Final Board Action**

When the City Commission approves any or all of the potential amendments, the final action of the Board should be to approve the Appropriations Ordinance (Ordinance 2001-03) as amended on second and final reading.

Please feel free to call if you have any questions.

  
Michael W. Walker

Attachments

## **MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS**

### **BRENTWOOD, TENNESSEE**

The Brentwood Board of Commissioners met in regular session on Thursday, June 14, 2001 at 7:00 p.m. at the Brentwood Municipal Center.

Present were Mayor Joe Reagan; Vice Mayor Anne Dunn; Commissioners Bob Higgs, Regina Smithson and Joe Sweeney; City Manager Michael Walker; and City Recorder Roger Horner. Mayor Reagan led the invocation and Commissioner Smithson led the Pledge of Allegiance.

Public hearing was opened on Ordinance 2001-03 - AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2001 AND ENDING JUNE 30, 2002. No one was present to speak for or against the ordinance; therefore, the public hearing was closed.

Public hearing was opened on Ordinance 2001-04 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE TAX LEVY FOR THE FISCAL YEAR BEGINNING JULY 1, 2001 AND ENDING JUNE 30, 2002. No one was present to speak for or against the ordinance; therefore, the public hearing was closed.

Public hearing was opened on Capital Improvements Program for Fiscal years 2002-2007. No one was present to speak for or against the ordinance; therefore, the public hearing was closed.

Commissioner Smithson moved to approve the minutes of the May 29, 2001 regular meeting as written; seconded by Commissioner Sweeney. Approval was unanimous.

#### **Report from City Manager**

Mr. Walker requested Item 5 under the Consent Agenda be removed to discuss an additional meeting date that needs to be considered for rescheduling.

#### **Reports from City Commission**

Commissioner Smithson reported on the Sister Cities Board meeting on June 5<sup>th</sup>; Commissioner Higgs reported on the Planning Commission meeting on June 4<sup>th</sup>; and Vice Mayor Dunn reported on the Historic Board meeting on June 8<sup>th</sup>.

#### **Consent Agenda**

**Resolution 2001-29 - A RESOLUTION ADOPTING THE NON-ROUTINE WORK PLAN GOALS AND OBJECTIVES FOR FISCAL YEAR 2001-02**

**Resolution 2001-30 - A RESOLUTION ADOPTING EMPLOYEE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2001-02**

**Resolution 2001-31 - A RESOLUTION ADOPTING THE CAPITAL IMPROVEMENTS PROGRAM FOR FISCAL YEARS 2002-2007**

**Resolution 2001-32 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH WILLIAMSON MEDICAL CENTER FOR EMERGENCY MEDICAL FIRST RESPONDER PROGRAM**

Commissioner Higgs moved for approval of all items on the Consent Agenda; seconded by Commissioner Sweeney. Approval was unanimous.

**Old Business**

Vice Mayor Dunn moved for passage of Ordinance 2001-03 - AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2001 AND ENDING JUNE 30, 2002; seconded by Commissioner Smithson.

Commissioner Sweeney moved to amend Ordinance 2001-03 adding the program contributions in the amount of \$72,000 to be distributed as follows:

\$20,000	Civitan Youth Sports Program
\$20,000	Senior Citizens
\$22,000	Brentwood YMCA
\$10,000	Brentwood Blaze

Mayor Reagan seconded; approval was unanimous.

Commissioner Sweeney moved to amend Ordinance 2001-03 adding contributions of \$140,000 to the schools as follows:

\$60,000	Brentwood High School
\$15,000	Brentwood Middle School
\$15,000	Woodland Middle School
\$10,000	Crockett Elementary
\$10,000	Lipscomb Elementary
\$10,000	Scales Elementary
\$10,000	Edmondson Elementary
\$10,000	Kenrose Elementary

Commissioner Smithson seconded; approval was unanimous.

Commissioner Smithson moved to amend Ordinance 2001-03 to allow for the addition of two new General Fund positions, Engineering Technician II and Codes Enforcement Officer I; seconded by Commissioner Higgs. Approval was unanimous.

Mayor Reagan moved to amend Ordinance 2001-03 by raising the salary of the Mayor and Commissioners by \$500 per month by adopting the provision for salary adjustments as set

forth in the Tennessee Code Annotated, Section 6-20-204c; seconded by Vice Mayor Dunn. Approval was unanimous.

Mayor Reagan moved to amend Ordinance 2001-03 to increase the City Manager's salary by 4% and to increase the current severance compensation package to 6 months with full benefits; seconded by Commissioner Sweeney. Approval was unanimous.

Commissioner Sweeney moved for approval of Ordinance 2001-03, as amended, seconded by Commissioner Smithson. Motion passed unanimously.

Ordinance 2001-03, as amended, passed second and final reading unanimously.

Commissioner Higgs moved for passage of Ordinance 2001-04 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE TAX LEVY FOR THE FISCAL YEAR BEGINNING JULY 1, 2001 AND ENDING JUNE 30, 2002; seconded by Mayor Reagan. Ordinance 2001-04 passed second and final reading unanimously.

#### New Business

Commissioner Higgs moved for passage of Ordinance 2001-07 - AN ORDINANCE REZONING 43+ ACRES OF PROPERTY NORTH OF CONCORD ROAD AND WEST OF THE CSX RAILROAD FROM SI-4 (SERVICE INSTITUTIONAL - RETIREMENT/ASSISTED LIVING) TO R-1 (LARGE LOT RESIDENTIAL)/R-2 (SUBURBAN RESIDENTIAL); seconded by Mayor Reagan. Ordinance 2001-07 passed first reading unanimously.

Mayor Reagan moved to appoint Paul Webb and Sandi Wells unanimously to the Library Board; seconded by Commissioner Smithson. Approval was unanimous.

Under other new business Mayor Reagan moved the City Commission meeting scheduled for November 12, 2001 be rescheduled for Tuesday, November 13, 2001 at 7:00 p.m. and the September 24, 2001 be rescheduled for Thursday, September 20, 2001 at 5:30 p.m.; seconded by Commissioner Higgs. Approval was unanimous.

Being no further business, the meeting adjourned.

APPROVED June 25, 2001

## **Brentwood City Commission Agenda**

**Meeting Date:** 06/12/2018

Resolution 2018-45 Approval of Participating Addendum with the National Association of State Procurement Officials (NASPO) for AT&T FirstNet services

**Submitted by:** Michele Kramer, Technology

**Department:** Technology

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### **Information**

#### **Subject**

Resolution 2018-45 Authorizing Approval of Participating Addendum for NASPO Purchasing Cooperative for AT&T for FirstNet services

#### **Background**

Due to communications challenges during the response to the 9/11 terrorist attacks, the 9/11 Commission recommended the establishment of a single, interoperable network for public safety. For years, public safety organizations lobbied Congress to make this recommendation a reality. Therefore, when Congress established the First Responder Network Authority (FirstNet) in 2012, it based its mission on public safety's express concerns and desires.

Over the past several years, FirstNet has collaborated with public safety stakeholders and leadership from each state and territory. AT&T was selected by FirstNet to Build and Manage America's First Nationwide Public Safety Broadband Network Dedicated to First Responders.

In September 2017, FirstNet delivered official notice to governors and gave them 90 days to decide whether to accept the FirstNet/AT&T plan for deploying the nationwide public safety broadband network or initiate the process to have the state take on the responsibility for deploying its own Network that must be interoperable with the FirstNet network. Governor Bill Haslam accepted the FirstNet and AT&T plan to deliver a wireless broadband network to the state's public safety community. FirstNet is not designed to replace land mobile radio systems for first responders but to enhance it by providing a network that was purposely built for data.

The City of Brentwood currently uses AT&T for data access for our public safety mobile data network so we will be able to take advantage of priority and preemption over regular commercial cellular customers. This will allow first responders and other public safety personnel to send and receive voice, data, video, images, and text without concerns about network congestion such as during major weather problems and disasters.

To utilize the FirstNet network, the city must approve the participating addendum for the National Association of State Procurement Officials (NASPO) for the AT&T FirstNet services. The new contract pricing will result in a monthly cost savings \$4-\$8 per device per month.

Please contact the Technology Director with any questions.

### **Staff Recommendation**

Staff recommends the approval of Resolution 2018-45, Authorizing the Approval of the Participating Addendum with the National Association of State Procurement Officials (NASPO) for AT&T FirstNet Services.

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### **Fiscal Impact**

**Amount :** \$2,500 monthly

**Source of Funds:** General Fund

**Account Number:** 110-42100-82450

**Fiscal Impact:**

The Police Department currently has 73 cellular modems.

**Amount :** \$410 monthly

**Source of Funds:** General Fund

**Account Number:** 110-42200-82450

**Fiscal Impact:**

The Fire Department currently has 12 cellular modems.

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### **Attachments**

Resolution 2018-45

AT&T Contract

AT&T FirstNet Information

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**RESOLUTION 2018-45**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE  
APPROVAL OF PARTICIPATING ADDENDUM FOR NASPO PURCHASING  
COOPERATIVE FOR AT&T MOBILITY NATIONAL ACCOUNTS, LLC FOR FIRSTNET  
SERVICES, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND  
MADE A PART OF THIS RESOLUTION BY REFERENCE**

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

**SECTION 1.** That the Mayor is hereby authorized to execute a participating addendum by and between the City of Brentwood, Tennessee and AT&T Mobility National Accounts, LLC for FirstNet Services, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Jill Burgin

ADOPTED: \_\_\_\_\_

*Approved as to form:*

\_\_\_\_\_  
RECORDER

\_\_\_\_\_  
Holly Earls

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
Kristen L. Corn

**PARTICIPATING ADDENDUM  
UNDER THE  
NASPO VALUEPOINT  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
BID NUMBER RFP: #1907**

**PARTICIPANT: CITY OF BRENTWOOD**

This Participating Addendum (the "PA") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "PA Effective Date"), between City of Brentwood ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

**Section 1. Recitals.**

**1.1** Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

**1.2** Participant wants to participate in the Contract pursuant to the terms and conditions of the PA.

**Section 2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid purchase orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Contract.

**Section 3. Authorized Participating Entities.** Participant hereby designates Washington County Government as the only authorized Participating Entity(ies) under the Agreement.

**Section 4. Purchase Orders.** Participating Entity(ies) must issue purchase orders hereunder that reference both Master Service Agreement #1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Contract number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such purchase order was properly authorized and intended for use with the PA. In such instances, the corresponding purchase order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

## **Section 5. Primary Contacts.**

### **Participating Entity:**

Name: John Allman  
Title: IT Director  
Address: PO Box 788  
Brentwood, TN 37024-0788  
Telephone: 615-371-7000  
Fax Number: 615-371-7001  
E-Mail: [John.Allman@Brentwoodtn.gov](mailto:John.Allman@Brentwoodtn.gov)

### **Lead State:**

Name: Teri Becker  
Title: Purchasing Officer  
Address: 515 E. Musser St., Suite 300  
Carson City, NV 89701  
Telephone: 775-684-0178  
Fax Number: 775-684-0188  
E-Mail: [tbecker@admin.nv.gov](mailto:tbecker@admin.nv.gov)

### **Contractor Account Team:**

Name: Walter Boone  
Title: Client Solutions Executive

Address: 333 Commerce St  
Nashville, TN 37201

Telephone: 615-310-4216

Fax Number: 615-682-1555

E-Mail: [wb6791@att.com](mailto:wb6791@att.com)

### **Contractor Main:**

Name: Bethani Cross  
Title: Client Solutions Executive  
Address: 311 S Akard St.  
Dallas, TX 75202  
Telephone: 214-679-9053  
Fax Number: N/A  
E-Mail: [bethani.cross@att.com](mailto:bethani.cross@att.com)

**Section 6. Authority.** By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

## **Section 7. Miscellaneous.**

**7.1 American Recovery and Reinvestment Act of 2009 ("ARRA").** Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. If and when Contractor is so notified, Contractor will comply with the data element and reporting obligations (as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829, or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Contractor will provide the required report, if any, to the Participating Entity with an invoice presented for payment. With respect to ARRA and the Agreement, Contractor is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines. Contractor assumes no responsibilities under ARRA beyond those required of a vendor.

**Section 8. Notice of Administration Fees.** All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **Contract Fees.** Under the Master Service Agreement, Contractor is being charged an Administration Fee of 1/10<sup>th</sup> of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

**Section 9. Custom Offers.** Provided Participating Entity remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §9 (including all sub-sections and Tables), Contractor will provide Participating Entity and its eligible CRUs the following custom offers: (a) the activation credit described in §9.1 herein (the “Activation Credit”); (b) the recurring credits described in §9.2 herein (the “Recurring Credits”); (c) the custom Business National Flat Rate Plan described in §9.3 herein (the “Custom Business National Flat Rate Plan”); (d) the custom pooled Plans described in §9.4 herein (the “GOV Pooled Nation Plans”); (e) the custom integrated Plans described in §9.5 herein (the “Custom Integrated Plans”); and (f) the custom Equipment pricing described in §9.6 herein (the “Custom Equipment Offer”) (the Activation Credit, the Recurring Credits, the Custom Business National Flat Rate Plan, the GOV Pooled Plans, the Custom Integrated Plans, and the Custom Equipment Offer are, at times, referred to collectively herein as the “Custom Offers”). The Custom Offers are available for the term of the Agreement. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offers are not available to IRUs. In accordance with the Agreement, each of the Custom Offers is subject to its underlying Plan’s or offer’s corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §9 and the applicable Sales Information, this §9 will control. Notwithstanding the foregoing, the Custom Offers will be provided only if Participating Entity’s account is active and in good standing with respect to the applicable CRU.

**9.1 Activation Credit.** An Activation Credit is only available to Participating Entity’s CRUs who (a) activate new Service on the corresponding, qualified Plan(s) within the first ninety (90) days following the Sub-PA Effective Date, and (b) remain on Service under such Plan(s) at the time the Activation Credit is applied. No other CRU is eligible for an Activation Credit. CRUs activating new Service after this 90-day period will not receive the Activation Credit. Activation Credits may not be combined with any other offers or activation credits. Qualified CRUs are only eligible for one Activation Credit. An Activation Credit may take up to two billing cycles to appear on the applicable invoice.

**TABLE 9.1  
ACTIVATION CREDITS**

<b>PLAN</b>	<b>CREDIT</b>
Voice Service Plan with an MSC of \$15.99 or higher	\$50.00
Data Service with an MSC of \$50.00 or higher	\$50.00
Wireless Data Service Plan with an MSC of \$45.00 or higher when combined with a Voice Service Plan with an MSC of \$15.99 or higher and maintained on the same device	\$100.00

**9.2 Recurring Credits.** Recurring Credits are provided each month and are only available to the Participating Entity’s CRUs who (a) activate or migrate Service on the plan/feature/bundle; and (b) remain on Service under such plan/feature/bundle at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount.

**TABLE 9.2  
RECURRING CREDITS**

<b>PLAN/FEATURE/BUNDLE</b>	<b>MONTHLY RECURRING CREDIT</b>
----------------------------	---------------------------------

Unlimited Texting with a MSC of \$20.00 when combined with a Voice Service Plan of \$12.99 or higher	\$18.00
Unlimited SMS with a MSC of \$20.00 when combined with a Voice Service Plan with an MSC of \$12.99 or higher and maintained on the same device	\$13.01
Messaging Bundle Unlimited with a MSC of \$20.00 when combined with a Voice Service Plan with an MSC of \$44.00 or higher and maintained on the same device	\$6.99
Smartphone Unlimited Data Plan with a MSC of \$40.00 or higher and a Voice Plan of \$44.00 or higher	\$13.33
Blackberry and iPhone Unlimited Data Plan with a MSC of \$45.00 or higher and a Voice Plan of \$44.00 or higher	\$18.33
ePTT (enhanced Push-To-Talk) Add-On-Feature with a MSC of \$5.00	\$2.00
ePTT (enhanced Push-To-Talk) Rate plan for Feature phone with a MSC of \$30.00	\$4.68
ePTT (enhanced Push-To-Talk) Add-On-Feature for Flat Rate with a MSC of \$19.99	\$9.99*
DataConnect Throttled with a MSC of \$50.00	\$16.00*
Data Connect 2GB with a MSC of \$35.00	\$11.00*
Data Connect Unlimited with a MSC of \$69.99	\$16.67
5 GB Data Pooling Plan for Tablets/USB/MiFi/Netbooks with a MSC of \$50.00	\$7.33
5 GB Data Pooling Plan for Tablets/USB/MiFi/Netbooks on 4G LTE with a MSC of \$50.00	\$7.33
5 GB Data Pooling Plan for iPad with a MSC of \$50.00	\$7.33
5 GB Data Pooling Plan with a MSC of \$50.00 for iPad on 4G LTE	\$7.33

\*Service Discount does not apply

### 9.3 Custom Business National Flat Rate Plan.

**TABLE 9.3  
CUSTOM BUSINESS NATIONAL FLAT RATE PLAN**

<b>Monthly Service Charge</b>	\$0.00
<b>Home Airtime Rate</b>	\$0.05 per minute
<b>Nationwide Long Distance</b>	Included
<b>Domestic Roaming</b>	Included
<b>Mobile-to-Mobile Minutes</b>	1000
<b>Night / Weekend Minutes</b>	Not Included

**9.4 GOV Pooled Nation Plans.** Except as otherwise provided herein, the rates, terms and conditions set forth in AT&T's Business Pooled Nation Sales Information apply to the GOV Pooled Nation Plans.

**TABLE 9.4**  
**GOV POOLED NATION PLANS**

Only up to 4 GOV Pooled Nation Plans may be used on a Foundation Account Number (FAN)

	GOV Pooled Nation Plan 0	GOV Pooled Nation Plan 100	GOV Pooled Nation Plan 200	GOV Pooled Nation Plan 300	GOV Pooled Nation Plan 400	GOV Pooled Nation Plan 500	GOV Pooled Nation Plan 600	GOV Pooled Nation Plan 700	GOV Pooled Nation Plan 800	GOV Pooled Nation Plan 900	GOV Pooled Nation Plan 1000	GOV Pooled Nation Plan 6000
<i>Monthly Service Charge</i>	15.99	\$22.50	\$25.50	\$29.25	\$24.99	\$37.49	\$39.75	\$42.75	\$45.75	\$48.75	\$52.50	\$153.75
<i>Anytime Minutes</i>	0	100	200	300	400	500	600	700	800	900	1000	6000
<i>Overage Rate</i>	.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
<i>Included Nights &amp; Weekend Minutes</i>	5000	5000	5000	5000	5000	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM
<i>Included Mobile to Mobile Minutes</i>	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM	UNLIM
<i>Domestic Long Distance</i>	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
<i>Domestic Roaming</i>	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included

## 9.5 Custom Integrated Plan.

**TABLE 9.5.1  
CUSTOM INTEGRATED PLAN**

	<b>GOV Pooled Nation AAL Plan</b>	<b>GOV Pooled Nation 300 Plan</b>	<b>GOV Pooled Nation 400 Plan</b>	<b>GOV Pooled Nation 600 Plan</b>	<b>GOV Pooled Nation 1000 Plan</b>
<b>Monthly Service Charge</b>	\$35.99	\$48.75	\$49.61	\$61.43	\$73.13
<b>Anytime Minutes</b>	0	300	400	600	1000
<b>Voice Overage Rate</b>	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
<b>Included Nights &amp; Weekend Minutes</b>	5000	5000	Unlimited	Unlimited	Unlimited
<b>Included Mobile to Mobile Minutes</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Domestic Long Distance</b>	Included	Included	Included	Included	Included
<b>Domestic Roaming</b>	Included	Included	Included	Included	Included
<b>Monthly Service Charge Discount</b>	N/A	N/A	N/A	N/A	N/A
<b>Rollover Minutes</b>	N/A	N/A	N/A	N/A	N/A
<b>Included Domestic Data Access</b>	UNL	UNL	UNL	UNL	UNL
<b>Additional Domestic Data Usage</b>	N/A	N/A	N/A	N/A	N/A
<b>Unlimited Text</b>	Yes	Yes	Yes	Yes	Yes

**TABLE 9.5.2**  
**CUSTOM INTEGRATED PLAN / with 4GB tethering**

	<b>GOV Pooled Nation AAL Plan</b>	<b>GOV Pooled Nation 300 Plan</b>	<b>GOV Pooled Nation 400 Plan</b>	<b>GOV Pooled Nation 600 Plan</b>	<b>GOV Pooled Nation 1000 Plan</b>
<b>Monthly Service Charge</b>	\$44.99	\$57.75	\$58.61	\$70.43	\$82.13
<b>Anytime Minutes</b>	0	300	400	600	1000
<b>Voice Overage Rate</b>	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
<b>Included Nights &amp; Weekend Minutes</b>	5000	5000	5000	Unlimited	Unlimited
<b>Included Mobile to Mobile Minutes</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Domestic Long Distance</b>	Included	Included	Included	Included	Included
<b>Domestic Roaming</b>	Included	Included	Included	Included	Included
<b>Monthly Service Charge Discount</b>	N/A	N/A	N/A	N/A	N/A
<b>Rollover Minutes</b>	N/A	N/A	N/A	N/A	N/A
<b>Included Domestic Data Access</b>	UNL	UNL	UNL	UNL	UNL
<b>Additional Domestic Data Usage</b>	N/A	N/A	N/A	N/A	N/A
<b>Unlimited Text</b>	Yes	Yes	Yes	Yes	Yes

**TABLE 9.5.3**  
**Unlimited Voice Plan**

	<b>Unlimited Voice Plan</b>	<b>Unlimited Voice Plan with Unlimited data</b>	<b>Unlimited Voice Plan with 5GB Mobile Hot Spot</b>
<b>Monthly Service Charge</b>	\$49.99	\$82.99	\$91.99
<b>Anytime Minutes</b>	Unlimited	Unlimited	Unlimited
<b>Voice Overage Rate</b>	N/A	N/A	N/A
<b>Included Nights &amp; Weekend Minutes</b>	Unlimited	Unlimited	Unlimited
<b>Included Mobile to Mobile Minutes</b>	Unlimited	Unlimited	Unlimited
<b>Domestic Long Distance</b>	Included	Included	Included
<b>Domestic Roaming</b>	Included	Included	Included
<b>Monthly Service Charge Discount</b>	N/A	N/A	N/A
<b>Rollover Minutes</b>	N/A	N/A	N/A
<b>Included Domestic Data Access</b>	N/A	UNL	5GB
<b>Additional Domestic Data Usage</b>	N/A	N/A	N/A
<b>Unlimited Text</b>	Yes	Yes	Yes



**9.6 Custom Equipment Offer.** The Custom Equipment Offer (a) requires activation with new Service; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to AT&T's Participating Entity's including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate Data Solutions Provider; and (d) remains subject to availability limitations.

**Table 9.6  
Custom Equipment Offer**

<b>CUSTOM EQUIPMENT OFFER</b>	<b>PRICE*</b>	<b>CONDITIONS</b>
B471 B470	\$0.01	Must be activated with new Service on a Voice Service Plan with an MSC of \$15.99 or higher
DURAXE (E4710) B471	\$0.00	Must be activated with new Service on a Voice Service Plan with an MSC of \$15.99 or higher
AT&T Unite Explore (AC815S) AT&T Unite Explore NSV (AC815S) USB Connect Beam (AC340U) USB Connect Beam NSV (AC340U) Velocity (MF923)	\$0.00	Must be activated with new Service on a Data Service Plan with an MSC of \$50.00 or higher
iPhone 6 (Gray) iPhone 6 (Silver)	\$0.00	Must be activated with new Service on a Voice Service Plan with an MSC of \$15.99 or higher, together with a Wireless Data Service Plan with an MSC of \$45.00 or higher on the same device
iPhone 6s (Gold) iPhone 6s (Gray) iPhone 6s (Rose Gold) iPhone 6s (Silver) Duraforce XD (E6790) Duraforce Pro (E6820) Duraforce (6560)	\$0.00	Must be activated with new Service on a Voice Service Plan with an MSC of \$15.99 or higher, together with a Wireless Data Service Plan with an MSC of \$45.00 or higher on the same device
Galaxy S6 (G920A) Galaxy S6 GLD (G920A) Galaxy S6 W (G920A) Galaxy S6 ACTIVE	\$0.00	Must be activated with new Service on a Voice Service Plan with an MSC of \$15.99 or higher, together with a Wireless Data Service Plan with an MSC of \$45.00 or higher on the same device
Galaxy S7 B (SM-G930A) Galaxy S7 G (SM-G930A) Duraforce (E6560) Duraforce XD (E6790) Duraforce PRO (E6820) Duraxe (E4710)	\$0.00	Must be activated with new Service on a Voice Service Plan with an MSC of \$15.99 or higher, together with a Wireless Data Service Plan with an MSC of \$40.00 or higher on the same device

iPhone SE 32GB (Space Gray) iPhone SE 32GB (Silver) iPhone SE 32GB (Gold) iPhone SE 32GB (Rose Gold)	\$0.01	Must be activated with new Service on a Voice Service Plan with an MSC of \$15.99 or higher, together with a Wireless Data Service Plan with an MSC of \$45.00 or higher on the same device
"AT&T Unite Explore (AC815S)" Velocity (MF923)	\$0.01	Must be activated with new Service on a Data Service Plan with an MSC of \$50.00 or higher
iPhone 6s Plus (Gold) iPhone 6s Plus (Gray) iPhone 6s Plus (Rose Gold) iPhone 6s Plus (Silver)	\$99.99	Must be activated with new Service on a Voice Service Plan with an MSC of \$15.99 or higher, together with a Wireless Data Service Plan with an MSC of \$45.00 or higher on the same device
iPhone 7 (Black) iPhone 7 (Silver) iPhone 7 (Gold) iPhone 7 (Rose Gold)	\$0.99	Must be activated with new Service on a Voice Service Plan with an MSC of \$15.99 or higher, together with a Wireless Data Service Plan with an MSC of \$45.00 or higher on the same device
iPhone 7 Plus (Black) iPhone 7 Plus (Silver) iPhone 7 Plus (Gold) iPhone 7 Plus (Rose Gold)	\$219.99	Must be activated with new Service on a Voice Service Plan with an MSC of \$15.99 or higher, together with a Wireless Data Service Plan with an MSC of \$45.00 or higher on the same device

\*Applicable Taxes will be charged, even for devices listed at \$0.00.

## **Section 10. Custom Plans.**

**10.1 Custom FirstNet Mobile Plans – Agency Paid.** Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §10 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described in §10.1 (the “Custom FirstNet Mobile Plans”). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans’ corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §10.1 and the applicable Sales Information, this §10.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant’s account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers. For all Custom FirstNet Mobile Plans, the corresponding Plan’s Monthly Service Charge (at times “MSC”) will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 10.1.1  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000GB</b>
<b>For use with an unsubsidized device</b>	\$15.99 MSC	\$28.50 MSC	\$41.00 MSC	\$227.00 MSC	\$410.00 MSC	\$1,917.00 MSC	\$3,682.00 MSC
<b>For use with a subsidized device</b>	\$35.99 MSC	\$48.50 MSC	\$61.00 MSC	\$247.00 MSC	\$430.00 MSC	\$1,937.00 MSC	\$3,702.00 MSC

**TABLE 10.1.2  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

<b>Add-a-Line for use with an unsubsidized device</b>	\$14.00 Monthly Service Charge
<b>Add-a-Line for use with a subsidized device</b>	\$26.00 Monthly Service Charge

**TABLE 10.1.3  
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	<b>Add -a- Line</b>	<b>2GB</b>	<b>5GB</b>	<b>50GB</b>	<b>100GB</b>	<b>500GB</b>	<b>1000GB</b>
<b>For use with an unsubsidized device</b>	\$12.00 MSC	\$21.00 MSC	\$34.00 MSC	\$220.00 MSC	\$405.00 MSC	\$1,910.00 MSC	\$3,675.00 MSC
<b>For use with a subsidized device</b>	\$22.00 MSC	\$31.00 MSC	\$44.00 MSC	\$230.00 MSC	\$415.00 MSC	\$1,920.00 MSC	\$3,685.00 MSC

**TABLE 10.1.4  
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	<b>Unlimited Enhanced for Smartphones</b>	<b>Unlimited Standard for Smartphones</b>	<b>Unlimited for Data-only Devices</b>
<b>Monthly Service Charge</b>	\$50.00	\$40.00	\$34.00

**TABLE 10.1.5  
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

<b>Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone</b>	\$9.95 Monthly Service Charge
<b>Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone</b>	\$17.95 Monthly Service Charge

**TABLE 10.1.6  
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

<b>Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets</b>	\$2.00 Monthly Service Charge
---	----------------------------------

**10.2 Custom FirstNet Mobile Plans – Subscriber Paid.** In addition to FirstNet Mobile Plans available to Participant and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §10.2 (the “Custom FirstNet Mobile Subscriber Paid Plans”). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §10.1 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participant, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan’s Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 10.2.1  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
<b>Monthly Service Charge</b>	\$28.50	\$41.00	\$14.00	\$21.00	\$34.00

**TABLE 10.2.2  
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
<b>Monthly Service Charge</b>	\$40.00	\$50.00	\$34.00

**11. Custom Equipment Offer.** The Custom Equipment Offer (a) requires activation with new FirstNet Service on the applicable Equipment; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to Participant’s Entities including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate data solutions provider and; (e) remains subject to availability limitations. The Custom Equipment Offer is not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans.

**TABLE 11  
CUSTOM EQUIPMENT PRICING**

EQUIPMENT	PRICE	CONDITIONS
iPhone 6S 32GB	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher
iPhone 7 32GB	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher
Galaxy S7 32GB	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher
Galaxy S8 64GB	\$199.99	Must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher
Kyocera DURA XD (E6790) 16GB	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Smartphone Plan with an MSC of \$39.99 or higher
Kyocera DURA XE (E4710) 8GB	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Voice Only Plan with an MSC of \$22.00 or higher

Velocity 2	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Data-Only Plan with an MSC of \$22.00 or higher
AT&T Velocity USB Stick	\$0.99	Must be activated with new Service or qualified upgrade on a FirstNet Data Only Plan with an MSC of \$22.00 or higher

**Section 12. Order of Precedence.** The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

**Section 13. Entire Agreement.** The Agreement sets forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

**CITY OF BRENTWOOD**

**AT&T MOBILITY NATIONAL ACCOUNTS LLC**

By: \_\_\_\_\_  
, duly authorized

By: \_\_\_\_\_  
, duly authorized

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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





## WHAT

**The First Responder Network Authority**

Build, operate and maintain the first high-speed, nationwide wireless broadband network dedicated to public safety

## WHY

**Born from recommendations by the 9/11 Commission**

End the history of public safety communications challenges to help keep our communities and emergency responders safer



## First Responder Communications Challenges

**10,000+**  
individual radio networks

No dedicated broadband network to unify communications across agencies, devices or jurisdictions

Commercial networks congested during crises



**70k+**

Public Safety Agencies



**3,100+**

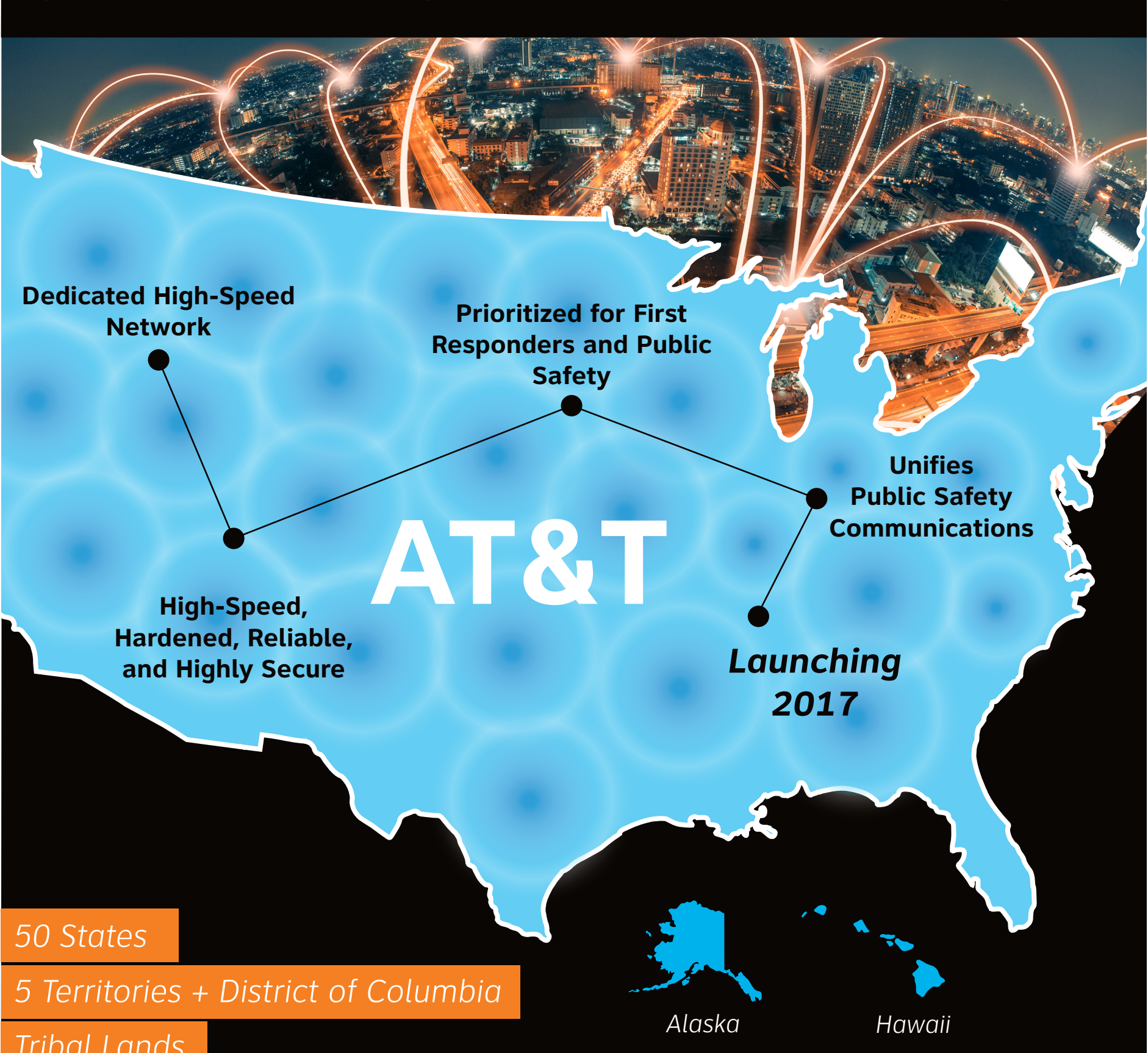
Counties



**550+**

Recognized Tribes

## FIRST NATIONWIDE PUBLIC SAFETY BROADBAND NETWORK



**FirstNet & AT&T will help bring 21st Century communications tools to America's first responders and public safety community.**



## WHY AT&T?



- **Nearly 140 years** – supporting public safety, delivering networking services
- **\$135 billion investment** – AT&T's investment in its U.S. wireless and wireline networks over the past 5 years (2012-2016)
- **99.99%** network reliability
- **99%+** – U.S. population covered by AT&T
- **130,000+ hours** – experience conducting network disaster recovery exercises
- **30+ million** – connected devices on our network
- **500+** – relationships with OEMs to bring latest devices to market

**HELPING CREATE THE FUTURE OF U.S. PUBLIC SAFETY**



## **Brentwood City Commission Agenda**

**Meeting Date:** 06/12/2018

Ordinance 2018-10 - An Ordinance to Amend Ordinance 2017-11, the Budget Appropriations Ordinance for the 2016-2017 Fiscal Year

**Submitted by:** Richard Parker, Finance

**Department:** Finance

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### **Information**

#### **Subject**

Ordinance 2018-10 - An Ordinance to Amend Ordinance 2017-11, the Budget Appropriations Ordinance for the 2017-2018 Fiscal Year

#### **Background**

Ordinance 2018-10, if approved, will amend the current FY 2017-2018 Appropriations (Budget) Ordinance to formally authorize recommended adjustments to expenditures and operating transfers for the General Fund, Post Employment Benefits Fund, Debt Service Fund, Equipment Replacement Fund, Capital Projects Fund, Facilities Maintenance Fund, and the Insurance Fund.

A budget amendment is legally required when the total actual expenditures for a fund are expected to exceed the original total appropriation for the fund. The reasons for these amendments are typically identified by staff during the course of the fiscal year and then the amendments are formally considered by the Board at the end of the fiscal year to ensure legal compliance. Often these amendments are needed to provide current year funding for capital projects and equipment that will be initiated or purchased in the new fiscal year beginning July 1. The amendment process requires staff to identify and certify that additional revenue sources in the current fiscal year are available to fund the new expenditures.

The recommended amendments are summarized below:

**General Fund (110)** Additional revenues of \$6,350,000 reflect positive revenue collections in the current year over original budgeted estimates.

Proposed expenditure amendments are as follows:

1. A special FY 2018 year-end appropriation transfer of \$6,305,000 from the General Fund to the Capital Projects Fund funded through projected excess revenue collections in the current fiscal year to pay for certain proposed FY 2019 and beyond capital projects and equipment. (See attachment A for projects list)

2. A special FY 2018 year-end appropriation transfer of \$1,400,000 from the General Fund unassigned fund balance to the Capital Projects Fund to provide additional funding for completion of the Sunset - Ragsdale Road Realignment project (page 81 - CIP).
3. A special FY 2018 year-end transfer of \$45,000 from the General Fund to the Equipment Replacement Fund for the FY 2019 purchase of a chipper machine for the Public Works Department (page 19 - CIP).
4. An appropriation increase of \$49,635 and \$13,375 to the Fire and Rescue activity for incidentals and overtime paid to City of Brentwood firefighters that were deployed to Houston, Texas and Florida for mutual aid emergency service operations and support for the hurricane Harvey and hurricane Irma. Funding provided by FEMA reimbursement funds (\$63,010).
5. An appropriation increase in the Legal activity of \$65,915 for accrued terminal leave payments in FY 2018.
6. An appropriation increase in the City Recorder activity of \$26,139 for accrued terminal leave payments in FY 2018.

The proposed total General Fund appropriation increase of \$6,350,000 from current year revenues and \$1.4 million from the fund balance transfer will leave a minimum projected General Fund unassigned fund balance as of June 30, 2018 of \$35.3 million. The fund balance will exceed the stated budget policy objective of maintaining a minimum of 40% in reserves for future needs and emergencies. Please note it is likely that the final unrestricted fund balance will be higher because the exact amount will not be known until August 1, 2018 when the Hall Income Tax proceeds for FY 2018 are received from the State of Tennessee.

### **Post Employment Benefits Fund (127)**

Increasing the appropriation for this fund by \$92,045 for the transfer to the General Fund for reimbursement of accrued terminal leave payments for the Legal and City Recorder activities in FY 2018 as referenced above.

### **Debt Service Fund (211)**

Increasing the revenue proceeds for the Debt Service Fund by \$2,197,000 associated with the 2017A G.O. Refunding Bonds. This represents the proceeds received that will be used to pay off the callable portions of the Series 2011 G.O. Bonds. The refunding produced estimated net present value savings of \$84,045.

Increasing the expenditure appropriation of the Debt Service Fund by \$2,211,000 associated with the 2017A G.O Refunding Bonds for payment to the bond trustee, underwriter discount and issuance costs.



### **Equipment Replacement Fund (310)**

Additional revenue of \$45,000 reflects the special year-end appropriation transfer from the General Fund as referenced above.

### **Capital Projects Fund (311)**

Additional revenue of \$7,705,000 reflects the special year-end appropriation transfers from the General Fund as referenced above.

### **Facilities Maintenance Fund (312)**

Additional revenue of \$114,000 from the Library Foundation for meeting room renovation.

An increase in the appropriation of this fund for the Fire and Rescue activity Station 2 and 4 unanticipated maintenance (\$30,000) and Library meeting room renovations (\$142,000).

### **Insurance Fund (320)**

Additional revenue of \$159,185 reflects stop loss (reinsurance) amounts received for payments of individual medical claims above the stop loss base amount of \$70,000 (\$80,210) and excess prescription drug rebates from Blue Cross above the budgeted amount (\$78,975). Note that additional stop loss payments and prescription drug rebates may be received for claims incurred prior to June 30, 2018.

An increase in the appropriation of this fund by \$159,185 will cover potential medical claims that may exceed the budgeted estimate for FY 2018, including any unknown medical situations that may arise prior to June 30, 2018. Funding will be provided through the payments received from our stop loss carrier and excess prescription rebates as referenced above as well as the positive cash flow of the Insurance Fund as of June 30, 2018. The health insurance division of the Insurance Fund is projected to have a fund balance of approximately \$1.9 million as of June 30, 2018. Also, an increase in the appropriation of this fund (\$60,000) will cover potential Workers Compensation claims that may exceed the original budget for FY 2018.

**SUMMARY** The recommended budget appropriations amendments are primarily bookkeeping in nature to meet the legal requirements for compliance with annual budget appropriations. Whenever possible, budget amendments for the current fiscal year should be carried out before the end of the fiscal year and prior to the beginning of the independent audit for FY 2018.

Should the City Commission have any questions concerning this information, please contact the Finance Director or City Treasurer.

### **Staff Recommendation**

Staff recommends approval of this ordinance on first reading.

### **Previous Commission Action**

The original Fiscal Year 2017-2018 Budget Appropriation Ordinance (Ordinance 2017-11) was approved by the City Commission on second and final reading at the June 26, 2017 meeting.

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### **Fiscal Impact**

### **Attachments**

Ordinance 2018-10  
Project List

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## ORDINANCE 2018-10

### AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AMEND ORDINANCE 2017-11, SAME BEING THE BUDGET APPROPRIATION ORDINANCE FOR THE 2017-2018 FISCAL YEAR

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

**SECTION 1.** That Ordinance 2017-11, same being the budget appropriation ordinance for the 2017-2018 fiscal year, be and the same is hereby amended by adding (subtracting) the amounts specified herein to certain revenue and expenditure appropriations as follows:

#### **GENERAL FUND (110)**

##### Revenues and Other Sources:

Local Sales Tax (31300)	+ \$2,250,000
Real/Personal Property Tax (31100)	+ 325,000
State Shared Sales Tax (33510)	+ \$300,000
Business Taxes (31600)	+ 400,000
Hotel Taxes (31800)	+ \$300,000
State Income Taxes (33520)	+ \$2,075,000
Wholesale Liquor (31450)	+ \$160,000
Wholesale Beer (31430)	+ \$65,000
Building Permits (32120)	+ \$175,000
Interest Earnings (36100)	+ \$300,000
FEMA Reimbursement (33200)	+ 63,010
Post Employment Benefits (37855)	+ 92,045

Total Change in Revenues	<u><u>+ \$6,505,055</u></u>
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##### Expenditures and Other Uses:

Transfer to Capital Projects Fund (for FY 2019 Projects)	+ \$5,090,000
Fund Balance Transfer to Capital Projects Fund (Sunset/Ragsdale)	+ \$1,400,000
Transfer to Capital Projects Fund (for future unassigned projects)	+ \$1,215,000
Transfer to Equipment Replacement Fund for FY 2019 Equipment	+ \$45,000
Fire and Rescue Activity	+ \$63,010
City Recorder Department Activity	+ \$26,130
Legal Department Activity	<u>+ \$65,915</u>

Total Change in Expenditures	<u><u>+ \$7,905,055</u></u>
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**POST EMPLOYMENT BENEFITS FUND (127)**

Expenditures and Other Uses:	
Transfer to General Fund	<u>+\$92,045</u>
Total Change in Expenditures	<u><u>+\$92,045</u></u>

**DEBT SERVICE FUND (211)**

Revenues and Other Sources:	
2017-A Refunding Bonds	<u>+2,197,000</u>
Total Change in Revenues	<u><u>+2,197,000</u></u>
Expenditures and Other Uses:	
Debt Service Activity	<u>+2,211,000</u>
Total Change in Expenditures	<u><u>+\$2,211,000</u></u>

**EQUIPMENT REPLACEMENT FUND (310)**

Revenues and Other Sources:	
Transfer from General Fund	<u>+\$45,000</u>
Total Change in Revenues	<u><u>+\$45,000</u></u>

**CAPITAL PROJECTS FUND (311)**

Revenues and Other Sources:	
Transfer from General Fund	<u>+\$6,305,000</u>
Transfer from General Fund	<u>+\$1,400,000</u>
Total Change in Revenues	<u><u>+\$7,705,000</u></u>

**FACILITIES MAINTENANCE (312)**

## Revenues and Other Sources:

Receipts from Private Sources	+ <u>\$114,000</u>
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Total Change in Revenues	+ <u>\$114,000</u>
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## Expenditures and Other Uses:

Fire and Rescue Activity	\$+30,000
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Library Meeting Room Renovations	\$+142,000
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Total Change in Expenditures	+ <u>\$172,000</u>
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**INSURANCE FUND (320)**

## Revenues and Other Sources:

BCBS RX Rebate	+\$80,210
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Stop Loss Payments	+ <u>\$78,975</u>
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Total Change in Revenues	+ <u>\$159,185</u>
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## Expenditures and Other Uses:

Medical Claims	+ <u>\$159,180</u>
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Worker's Compensation	+ <u>\$60,000</u>
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Total Change in Expenditures	+ <u>\$219,180</u>
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**SECTION 2.** That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____ n/a _____
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	_____ n/a _____
PUBLIC HEARING			Date of publication:	_____
Notice published in:	_____ n/a _____			
Date of publication:	_____			
Date of hearing:	_____	EFFECTIVE DATE		_____

\_\_\_\_\_  
MAYOR Jill Burgin

\_\_\_\_\_  
RECORDER Holly Earls

*Approved as to form:*

\_\_\_\_\_  
CITY ATTORNEY Kristen L. Corn

June 25, 2018

Pursuant to T.C.A. Section 6-22-124(c), I hereby certify that sufficient unappropriated revenue will be available to the increased appropriations proposed under Ordinance 2018-10.

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Kirk Bednar, City Manager

# City of Brentwood

## Special Funded - FY 19 CIP Projects

### Proposed FY 2018 General Fund Transfer

### Attachment A

	FY 2018 Year-End Transfer to Capital Projects Fund (\$6.305 million)	CAPITAL PROJECTS FUND TOTAL	FY 2018 Year- End Transfer to Equipment Repl. Fund
<b>General Facilities</b>			
Public Works Chipper			45,000
Police Headquarters	1,000,000	1,000,000	
Fire Station #5 Land	500,000	500,000	
Fire Station Floor Repair	75,000	75,000	
<b>Technology</b>			
Remainder of Regional Radio System	700,000	700,000	
Access Card Security System Replacement	300,000	300,000	
Back-up Server	25,000	25,000	
Public Safety In-car Wireless Equipment	85,000	85,000	
<b>Transportation</b>			
Traffic Signals/Equipment	170,000	170,000	
Sunset Phase 2	1,000,000	1,000,000	
Maryland Farms Greenway Trail	350,000	350,000	
Other Trails and Sidewalks	300,000	300,000	
Widlwood Bridge Repair	200,000	200,000	
<b>Parks</b>			
Smith Park Slave Cabins	150,000	150,000	
Crockett Park Amphitheater	135,000	135,000	
Park Security Improvements	100,000	100,000	
Unassigned Future CIP Projects	1,215,000	1,215,000	
<b>Totals</b>	<b>\$ 6,305,000</b>	<b>\$ 6,305,000</b>	<b>\$ 45,000</b>



## **Brentwood City Commission Agenda**

**Meeting Date:** 06/12/2018

Resolution 2018-42 Agreement with Southern Education Strategies, LLC for Municipal School District Feasibility Study

**Submitted by:** Kirk Bednar, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Resolution 2018-42 Agreement with Southern Education Strategies, LLC for Municipal School District Feasibility Study

#### **Background**

On August 28, 2017, the Board of Commissioners voted 6-1 to direct staff to begin the process for selection of a consultant to conduct a feasibility study for creation of a Brentwood municipal school district. Subsequent to this action, staff issued a Request for Qualifications (see attached RFQ) seeking statements of qualifications from interested firms. Southern Educational Strategies, LLC (SES) was the only firm to submit a response to the RFQ.

SES is a Memphis based firm founded in 2011 comprised of three individuals - Dr. William Bozeman, Dr. Tim Fite, and Dr. James Mitchell. Both Dr. Fite and Dr. Mitchell have experience as superintendents in Tennessee county school districts. A feasibility study regarding the potential creation of a new municipal school district is a very specialized type of work, with the laws varying from state to state. Furthermore, in Tennessee, there is very little precedent for such studies given that prior to 2011, it had been several decades since the last municipal school district was created. Therefore, the fact that there was limited response to the City's RFQ is not surprising.

In 2011, SES was contracted as a consultant to develop feasibility studies for six Shelby County municipalities considering whether to create their own municipal school districts in response to action taken by the City of Memphis to transfer administration of its schools to Shelby County effective July 1, 2013. Following completion of the studies, the voters in all six of these cities passed referendums creating new municipal school districts and those districts are operational today.

The proposed SES study will be conducted based on existing state law and TN Department of Education regulations. It should be noted that the TN Advisory Commission on Intergovernmental Relations (TACIR) is undertaking a study of several issues related to multiple school districts in the same county (study outline attached). This

study will include an analysis of revenue sharing requirements between districts in the same county as well as the issue of existing county school facility ownership/transfer when a new municipal district is created. This latter issue is of particular importance since there is no state law or directly applicable court decisions that provide clear direction on this issue. As a result, the proposed study will not be able to provide a definitive answer on this very fundamental issue. The final TACIR study is currently scheduled to be released at the end of calendar year 2019 with any legislative action resulting from the TACIR occurring during the 2020 legislative session at the earliest.

The SES proposal includes the services of several sub-consultants as listed below:

1. Budget Development - Ernest Carter, former Assistant Superintendent of Business Services, Shelby County Schools
2. Insurance and Benefit Planning - Mark Morgan and Lisa Stamm, Sherill Morgan. Note that the Sherrill Morgan firm is the City's current health insurance consultant.
3. Legal Issues - Stephen Shields, a partner in the firm of Jackson, Shields, Yeiser & Holt
4. Basic Education Program (BEP) Funding - Jeff Springer, managing partner with Basis Policy Research, LLC.

The scope of work for the feasibility study includes the following focus areas:

**Literature Review.** A review of literature and research related to school district size and the benefits of local school district control by the City of Brentwood will be provided.

**Tennessee School Finance.** The study will provide an overview of the BEP, county property taxes for education, local option sales taxes, plus other local revenue sources. The processes required for the City of Brentwood to include municipal school district revenue and expenditure data within the annual City of Brentwood operating budget will be provided.

**Legal Analysis.** An expert review and analysis of current legal and regulatory requirements and issues reasonably expected to arise should the City of Brentwood choose to establish a municipal school district, including the issues related to ownership of existing county school facilities. The processes and procedures required to call a special municipal school district referendum, plus the structure of a municipal school district school board and school board elections will be provided in the study. An analysis of the fiscal impacts of past or future Rural School Bond issues by the Williamson County Commission also will be provided.

**School Operations.** An overview of the essential academic program and operational program requirements that the City of Brentwood could reasonably anticipate encountering should it choose to establish a school district, along with suggested courses of action to successfully meet those requirements such as:

- Central office staffing including human resources and employee benefits;
- Academic programs and instructional staffing;
- Transportation;
- Food services;
- Technology services and support;
- Facilities maintenance including custodial services.

This component presumes the development of a system comparable to the present Williamson County Schools operation. In other words, the curriculum, class sizes, staffing, services, student-teacher ratios, etc. would be essentially the same. This overview would address the requirements for the first year of a new municipal school district operation.

**Fiscal Requirements.** Given the requirements of a comparable school system, the study will include an analysis for the first year of municipal school district operation of the fiscal requirements of the total annual general operational revenues from the BEP and local government sources plus projected first year expenditures that Brentwood could expect to receive and incur should it choose to establish a municipal school district. Recommendations of procedures for the municipal school district to provide required employee benefits such as health insurance, life insurance, state retirement, and OPEB costs will be provided. Estimates of operational "start-up" costs from the first date of the employment of a school superintendent through the full operation of the municipal school district until the flow of BEP and local revenues is stable will be provided.

**Summary and Considerations.** SES will provide a comprehensive summary of the major study areas and identify additional considerations that should be considered by the City in making a determination of whether to proceed with the next steps in creation of a municipal school district.

One public meeting will be conducted with City staff and Board of Commissioners to report the findings of the study. One additional public meeting to report the findings of the study will be conducted with community members. Any additional meetings shall be mutually agreed upon by SES and the City of Brentwood. Compensation for additional meetings shall be based upon SES hourly or daily fees plus expenses.

The following is the projected study schedule based upon approval of the contract at the June 12, 2018 meeting.

- June 15, 2018 - Begin feasibility study activities
- June 17, 2019 - Deliver completed feasibility study to City of Brentwood
- July-August 2019 - Present study findings to City of Brentwood Board of Commissioners and to the community of the City of Brentwood.

The fee to Southern Educational Strategies, LLC for this study is \$204,000, plus approved expenses. Note that staff is projecting a total cost of \$220,000 to cover expenses and other unanticipated costs such as additional meetings requested by the City, etc. Payments to

SES for the above described services shall be made in the amount of \$51,000, plus all approved expenses, every three months during the course of the Agreement.

**Staff Recommendation**

This item is being presented for consideration at the request of the Board of Commissioners.

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**Fiscal Impact**

**Amount :** \$204,000

**Source of Funds:** City Manager's FY 19 Budget

**Account Number:** 110-41320-82599

**Fiscal Impact:**

Total funding in the amount of \$220,000 is provided within the City Manager's office portion of the proposed FY 2019 budget. While the contract fee is \$204,000, staff anticipates there will be additional costs incurred for consultant expenses, potential additional public meetings, etc.

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**Attachments**

Resolution 2018-42

Agreement and Scope of Work - COB Contract No. 2018-005

Feasibility Study RFQ

SES Statement of Qualifications

TACIR Study Information

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**RESOLUTION 2018-42**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND SOUTHERN EDUCATION STRATEGIES, LLC FOR MUNICIPAL SCHOOL DISTRICT FEASIBILITY STUDY, 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 Southern Education Strategies, LLC for a municipal school district feasibility study, 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

## **CONSULTING SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT (herein “**Agreement**”) is made and by and between the CITY OF BRENTWOOD, TENNESSEE, a Tennessee municipal corporation, (herein the “**CITY**”) and Southern Educational Strategies, LLC, a Tennessee limited liability corporation (herein the “**CONSULTANT**”).

### **W I T N E S S E T H:**

WHEREAS, the CITY desires to retain a competent consultant to render services in connection with the proposal described in Exhibit A,

WHEREAS, the CONSULTANT has the requisite experience, abilities and resources to perform and/or furnish the foregoing;

WHEREAS, the CONSULTANT has submitted documents to the CITY in response to a Request for Qualifications regarding a proposed feasibility study that is directly related to the aforesaid work described in Exhibit A;

WHEREAS, the CONSULTANT desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

#### **1.00 SCOPE OF AGREEMENT**

The CONSULTANT shall perform those services as specified in the Proposal which is attached hereto as Exhibit A and incorporated by reference herein. The CITY shall pay the CONSULTANT in accordance with the terms of the Proposal.

#### **2.00 ADDITIONAL SERVICES**

In the event the CITY requests that the CONSULTANT perform additional services and/or furnish additional products not covered by this Agreement, the CONSULTANT shall perform such additional services after the CITY and the CONSULTANT enter into an equitable agreement regarding the additional services and/or products, as described in Exhibit A.

#### **3.00 NOTICE TO PROCEED**

The CONSULTANT shall commence to perform and/or furnish the consulting services called for under this Agreement upon receipt of a signed and executed copy of this Agreement.

#### **4.00 CONSULTANT'S PERSONNEL**

The CONSULTANT certifies that it presently employs, and/or will contract with adequate qualified personnel or sub consultants for the duration of the performance of the services contemplated under this Agreement.

#### **5.00 CONFLICT OF INTEREST**

The CONSULTANT declares that neither the Mayor, nor any Commissioners, nor any other CITY official or employee holds a direct or indirect interest in this Agreement. The CONSULTANT pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Agreement. The CONSULTANT declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The CONSULTANT further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

#### **6.00 COMPLIANCE WITH LAWS**

The CONSULTANT agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the provision of the services for the Project and to comply with all instructions and orders issued by the CITY regarding the Project.

#### **7.00 TERMINATION**

Upon thirty (30) days written notice, with or without cause, the CITY may terminate this Agreement. Following such termination, the CITY and the CONSULTANT shall agree upon an amount of payment for all services properly performed or furnished prior to the effective date of termination as set forth in Exhibit A.

#### **8.00 SERVICES**

Throughout the Project, the CONSULTANT shall request and the CITY shall provide conferences to assure that the CONSULTANT'S work is being done in a satisfactory manner and in accordance with the desires of the CITY Without limiting the CITY'S rights or remedies for the CONSULTANT'S default or delay, the CITY may withhold payment or decline to make payment to the CONSULTANT of all or any portion of the CONSULTANT'S fee or reimbursable expense whenever, in the CITY'S absolute discretion, the CONSULTANT'S work is defective or inadequate, or reasonable evidence exists that the CONSULTANT'S work will not be completed within the time schedule set forth in this Agreement, or the CONSULTANT has other wise failed or refused to comply with its obligations to the CITY.

## **9.00 REIMBURSEMENT FOR EXPENSES**

The CONSULTANT shall be reimbursed reasonable expenses which are authorized in writing by the CITY before the CONSULTANT incurs any such expenses.

## **10.00 ATTORNEY'S FEES**

If any legal action or other proceeding is brought for the enforcement of this Agreement or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement and the CITY is successful therein, the CITY shall be entitled to recover from the CONSULTANT reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the CITY may be entitled.

## **11.00 EQUAL EMPLOYMENT OPPORTUNITY**

13.01. Non-discrimination. In carrying out the work under this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONSULTANT shall take care to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training..

## **12.00 TRANSFER, ASSIGNMENT OR SUBLETTING**

This Agreement shall not be transferred or assigned or sublet without prior written consent of the CITY.

## **13.00 ENTIRE AGREEMENT**

This Agreement and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Agreement must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Agreement must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

## **14.00 CONTRACTING AUTHORITY**

The persons executing this Agreement on behalf of the CITY and the CONSULTANT hereby personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Agreement.



## **15.00 GOVERNING LAW**

This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Any litigation brought with respect to this Agreement shall be brought in a court of competent jurisdiction in Williamson County, Tennessee and the CONSULTANT hereby consents to the jurisdiction of such courts.

## **16.00 OPPORTUNITY FOR REVIEW**

Each party has received and had the opportunity to review this Agreement, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Agreement; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement.

## **17.00 SECTION HEADINGS**

The section headings contained in this Agreement are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Agreement.

## **18.00 NOTICES**

All notices, demands, and requests required or permitted by this Agreement shall be in writing and shall be sent by facsimile transmission, air or other courier, USPS, or hand delivery as follows:

- (i) To: CITY OF BRENTWOOD  
Attn. Kirk Bednar, City Manager  
5211 Maryland Way  
Brentwood, Tennessee 37027  
Telephone (615) 371-0060  
Email: kirk.bednar@brentwoodtn.gov
- (ii) To: Dr. Tim Fite  
Southern Educational Strategies, LLC  
262 German Oak Drive, Suite A  
Memphis, Tennessee 38018  
Email: tim@sesconsultants.org  
Facsimile: 901-754-8524

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Agreement when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Agreement when received.

Any party to this Agreement may change such party's address and/or telecopies number for the purpose of notices, demands and requests required or permitted under this Agreement by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

#### **19.00 SEVERABILITY**

If any provision of this Agreement is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance here from. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

#### **20.00 NO CONSENT TO BREACH**

No consent or waiver, express or implied, by any party to this Agreement to or of any breach or default by the other party to this Agreement in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Agreement to complain of any act or failure to act of any other party to this Agreement, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.

#### **21.0 AGREEMENT CONTROLLING**

To the extent that any provision hereof is inconsistent with a provision contained in the Proposal, the provision contained herein shall govern. However, as regards to Scope of Services, the provisions of Exhibit A approved by the CITY shall prevail over any other agreement.

**[Signatures on next page]**

WITNESS THE DUE EXECUTION HEREOF.

**CITY OF BRENTWOOD, TENNESSEE**

By: \_\_\_\_\_  
Jill Burgin, Mayor

ATTEST:

By: \_\_\_\_\_  
CITY Recorder

APPROVED AS TO FORM AND  
CONTENT:

\_\_\_\_\_  
CITY Attorney

**SOUTHERN EDUCATIONAL  
STRATEGIES, LLC**

By: \_\_\_\_\_  
Dr. Tim Fite, Ed.D.  
President  
262 German Oak Drive  
Memphis, Tennessee 38018

CONSULTANT's Telephone Number:  
(901) 508-2746

CONSULTANT's Facsimile Number:  
(901) 754-8524

## EXHIBIT A

This proposal is offered by Southern Educational Strategies, LLC (SES) to the City of Brentwood Board of Commissioners (CITY). Herein are details of the services to be provided in relation to a study of the feasibility for the creation of a municipal school district (MSD) in the City of Brentwood. Specific additional feasibility study services requested by the City of Brentwood are underlined.

1. Literature Review. A review of literature and research related to school district size and the benefits of local school district control by the City of Brentwood will be provided.
2. Tennessee School Finance. Central to the feasibility of creating a school district for the City of Brentwood is an understanding of the Tennessee educational finance system. This section will provide an overview of the Basic Education Program (BEP), county property taxes for education, local option sales taxes, plus other local revenue sources. The processes required for the City of Brentwood to include MSD revenue and expenditure data within the annual City of Brentwood operating budget will be provided.
3. Legal Analysis. This component provides an expert review and analysis of current legal and regulatory requirements and issues reasonably expected to arise should the City of Brentwood choose to establish a municipal school district, including the issues related to ownership of existing county school facilities. This review will also address current and pending legislation that may be relevant. The processes and procedures required to call a special MSD referendum, plus the structure of a MSD school board and school board elections will be provided in the study. An analysis of the fiscal impacts of past or future Rural School Bond issues by the Williamson County Commission also will be provided.

4. School Operations. This section includes an overview of the essential academic program and operational program requirements that the City of Brentwood could reasonably anticipate encountering should the municipality choose to establish a school district, along with suggested courses of action to successfully meet those requirements such as:
- Central office staffing including human resources and employee benefits;
  - Academic programs and instructional staffing;
  - Transportation;
  - Food services;
  - Technology services and support;
  - Facilities maintenance including custodial services.

This component presumes the development of a system comparable to the present Williamson County Schools operation. In other words, the curriculum, class sizes, staffing, services, student-teacher ratios, etc. would be essentially the same. This overview would address the requirements for the first year of a new MSD operation.

5. Fiscal Requirements. Given the requirements of a comparable school system, the study will include an analysis for the first year of MSD operation, of the fiscal requirements of the total annual general operational revenues from the BEP and local government sources plus projected first year expenditures that Brentwood could expect to receive and incur should it choose to establish a municipal school district. Recommendations of procedures for the MSD to provide required employee benefits such as health insurance, life insurance, state retirement, and OPEB costs will be provided. Estimates of operational "start-up" costs from the first date of the employment of a school superintendent through the full operation of the MSD until the flow of BEP and local revenues is stable will be provided.

Note: One of the variables central to fiscal analysis, as well as school district organization and operation, is student enrollment. Enrollment shapes the nature of the curriculum and instruction, revenue streams, expenditures, facility requirements, transportation, food services, infrastructure requirements, and virtually every other aspect of the educational

system. The fiscal and operational sections of the study will only consider students who reside within the City of Brentwood corporate limits. Recommendations, however, will be offered regarding open-enrollment policies that might be considered by a future Brentwood City Schools to ensure that schools are not underutilized and that will provide the highest degree of fiscal efficiency for the district. The study will determine the number of students who are not residents of the City of Brentwood but who are currently zoned to attend schools located within the City of Brentwood and who could potentially be served through policies adopted by a future Brentwood City Schools Board of Education. Based upon the non-Brentwood student data, the study will assess the potential for the Williamson County Schools (WCS) Board of Education to retain operational control of schools currently located within the City of Brentwood in relation to the number of WCS resident students enrolled in such schools plus enrollment capacities at neighboring WCS schools.

### Summary and Considerations.

SES will provide a comprehensive summary of the major study areas and identify additional considerations that should be considered by the City in making a determination of whether to proceed with the next steps in creation of a municipal school district. One public meeting will be conducted with City of Brentwood staff and Board of Commissioners to report the findings of the study. One additional public meeting to report the findings of the study will be conducted with community members. Any additional meetings shall be mutually agreed upon by SES and the City of Brentwood. Compensation for additional meetings shall be based upon SES hourly or daily fees plus expenses.

Limitations: The contents of this proposed feasibility study are subject to and contingent upon the timely receipt of detailed student demographic data and various school district operational data from the Williamson County School District. These data are essential and critical to accurate fiscal and operational details for the contemplated MSD feasibility study. It is not feasible for the consultants to price this study by task. All components of the proposed scope of work are required to determine the facts regarding the possible creation of a new municipal school district.

The following projected schedule is based upon receipt of a written contract and a Notice to Proceed from the City of Brentwood no later than June 15, 2018.

- June 15, 2018-Begin feasibility study activities
- June 17, 2019-Deliver completed feasibility study to City of Brentwood
- July-August 2019-Present study findings to City of Brentwood Board of Commissioners and to the community of the City of Brentwood.

Southern Educational Strategies, LLC shall be compensated by the City of Brentwood a total of \$204,000.00, plus approved expenses, for the services detailed in Exhibit A. Payments to SES for the above described services shall be made in the amount of \$51,000.00, plus all approved expenses, every three months during the course of the Agreement and no later than 30 business days after SES provides an invoice, plus any required expense documents or receipts, to the City of Brentwood.

# **CITY OF BRENTWOOD MUNICIPAL SCHOOL DISTRICT FEASIBILITY STUDY**



## **REQUEST FOR QUALIFICATIONS**

STATEMENTS OF QUALIFICATION DUE OCTOBER 20, 2017 BY 2:00 P.M.



## **SECTION 1. NOTICE OF REQUEST FOR QUALIFICATIONS**

The City of Brentwood is requesting Statements of Qualifications from firms or individuals with experience in assessing the legal, financial, instructional, and capital feasibility of the City creating its own municipal school district under the laws and regulations of the State of Tennessee and Tennessee Department of Education.

A complete response to this RFQ must include eight (8) copies of a bound written Statement of Qualifications plus a PDF format version of the Statement of Qualifications. Statements of Qualification will be received until 2:00 P.M. on Friday, October 20, 2017, at Brentwood City Hall, located at 5211 Maryland Way, Brentwood TN 37027. Email and faxed responses are not acceptable and will not be reviewed. The submittal deadline is absolute. Late submittals will not be considered. Prospective firms and individuals must select a method of delivery that ensures the Statement of Qualifications will be delivered to the correct location by the due date and time.

This RFQ may be downloaded from City of Brentwood website using the following link: <http://www.brentwoodtn.gov/departments/finance/purchasing-program/current-bids-rfp-s>. Any amendments or clarifications of the RFQ issued by the City will also be posted to this website location.

Interested firms or individuals are required to identify any potential or perceived conflict of interest (personal and/or property interest in the subject scope of work). Pre-qualification is not required. All interested firms and individuals responding to this RFQ are required to comply with all applicable provisions of federal, state, and local law.

The City reserves the right to (1) reject any or all responses, (2) waive informalities in a response, (3) select a firm or individual who has submitted a fully responsive Statement of Qualifications and who is determined by the City to be a professional, qualified firm or individual to be in the best interest of the City, or (4) take whatever action or make whatever decision it determines to be appropriate. The City of Brentwood assumes no obligation in this general solicitation of Statements of Qualifications and all costs and expenses of responding to this RFQ shall be borne by the interested firms or individuals.

## **SECTION 2. BACKGROUND**

The City of Brentwood has a population of approximately 42,000 people and is located in Williamson County, TN. All public school students living in Brentwood currently attend schools operated by the Williamson County Board of Education (WCBOE). WCBOE schools currently located within the city limits of the City of Brentwood include the following:

<b>Elementary Schools (K-5)</b>	<b>Middle Schools (6-8)</b>	<b>High Schools (9-12)</b>
Crockett	Brentwood	Brentwood
Edmondson	Woodland	Ravenwood
Kenrose		
Lipscomb		
Scales		
New Elementary Opening 2018		

Note that both Sunset Elementary and Sunset Middle are WCBOE schools located in the Town Nolensville to the east of Brentwood but over 50% of their student populations are Brentwood residents.

Williamson County is one of the fastest growing counties in the United States, and one of its greatest assets is the highly rated Williamson County Schools. The tremendous growth in the county is obviously having an impact on the school system and creating a significant challenge of accommodating enrollment growth, both in terms of operating costs and capital facility needs. While efforts are underway at the county level to develop a long-term funding plan to meet the growth needs of Williamson County Schools, no such plan exists today.

Brentwood's current and projected growth rate is lower than the other municipalities and unincorporated areas of the county, primarily due to land use regulations and the relatively limited availability of developable land remaining in the City. Recent school capital funding challenges at the county level, coupled with concerns about possible student rezoning if school capital projects proposed in Brentwood were not funded, have caused some parent groups in the community to question whether consideration should be given to creation of a municipal school district in Brentwood.

While the Brentwood Board of Commissioners has not taken a position either for or against the creation of a municipal school district, it has agreed to fund a thorough and unbiased feasibility study with the goal of providing the community with the accurate information needed to make an informed decision regarding creation of a municipal school district.

### **SECTION 3. SCOPE OF STUDY**

The following items are the fundamental issues the study shall address:

- A. An analysis of the current legal issues and regulatory requirements related to the City of Brentwood's creation of a municipal school district, with an emphasis on the issue of ownership/transfer of the existing Williamson County School buildings in Brentwood.
- B. An analysis of the impact, if any, on the Williamson County property tax rate as applied within the City of Brentwood, especially as it relates to the County's property tax allocation for Rural and General Debt service.
- C. A review of existing Williamson County academic programs, services and standards, and an analysis of a municipal school district's ability to match or exceed such existing programs, services, and standards.
- D. An analysis of the fiscal requirements for operation of a municipal school district including a projection of annual operating revenues to be collected from all sources and expenditures to be incurred by a municipal school district. This analysis will include not only operating expenses, but also a projection of longer-term capital construction and maintenance expenses and associated capital financing sources.
- E. An analysis of operating efficiencies gained or lost through creation of a municipal school district.

Additional areas of concern or focus covered by the study will be identified through meetings with the City Commission and possibly community input meetings. Such meetings with the selected consultant will occur prior to development of a final scope of work and fee negotiations. The City will compensate the selected consultant for time and travel costs to participate in such meetings prior to approval of a full contract by the City Commission.

### **SECTION 4. MINIMUM QUALIFICATIONS AND CRITERIA FOR EVALUATION**

The firm or individual ultimately selected is expected to hold the following minimum qualifications and will be evaluated on the following criteria:

- A. Demonstrated knowledge of Tennessee educational standards and regulations.
- B. Demonstrated knowledge of Tennessee school district financial operations, including in depth knowledge of the Tennessee Basic Education Program (BEP).
- C. Experience in assessing school district educational program effectiveness and operating efficiency.
- D. Ability to bring a complete, competent team required to address all required study topics, including legal issues.
- E. Quality of the information presented in the Statement of Qualifications and completeness, relevance, and organization of the information and materials presented.
- F. Response of references.

A selection committee will review the Statements of Qualifications submitted in response to this RFQ and may request interviews with some firms or individuals. The selection committee will rank the top firms and individuals based on Statements of Qualifications and interviews (if conducted).

## **SECTION 5. STATEMENT OF QUALIFICATIONS: RESPONSE FORMAT**

The Statement of Qualifications should include the following information in the following order and format, describing the prospective consultant's availability, interests, qualifications, and current relevant experience. Concise reports are preferred with a maximum limit of 40 pages, not including prior work product(s) referenced in item B below.

- A. Consulting firm or individual's information:
  - 1. Cover letter indicating the RFQ due date and title, the firm or individual's name, address, telephone number, fax number, and email contract address(es);
  - 2. Firm or individual profile;
  - 3. Identify and provide resumes for each team member to be involved in the study. Identify the agents and subcontractors (if any) that the firm or individual anticipates assigning in conjunction with this project. Include a discussion of the expertise of the individuals who will be assigned to the project team, along with a description of their individual roles;
  - 4. Describe why the firm or individual is the best qualified to perform the scope of services in a timely and responsive manner;
  - 5. Provide at least three (3) public entity references (with contact name, address, and telephone number) for which the firm and proposed key personnel have performed (or are performing) that represents work of a similar type, scope, and complexity.
- B. Prior Work Product: Provide at least one example prior work product that reflects the same or similar scope of work as expected in this study.

## **SECTION 6. NEGOTIATIONS**

Once the most qualified firm is selected and a final scope of work is identified, a cost proposal will be requested. If negotiations cannot produce a contract, the City shall declare an impasse and open negotiations with the second ranked firm. If agreement cannot be reached with the second ranked firm, contract negotiations are begun with the third ranked firm. This process continues until all interviewed firms are exhausted, a firm is awarded a contract, or the City chooses not to proceed further.

## **SECTION 7. RECORDS AND FINANCIAL DATA**

All correspondence with the City, including responses to this RFQ, will become the exclusive property of the City upon receipt and will become public records under the Tennessee Public Records Act. All documents submitted in response to this RFQ will be subject to disclosure if requested by a member of the public. There are a very limited number of exceptions to this disclosure requirement. During this selection process, until the City selects a firm or an individual, it will not disclose proposals (or any parts thereof), except as required under applicable law. This means that, depending on the nature or timing of the request, the information submitted in a response to this RFQ may be publicly disclosed.

## **SECTION 8. GENERAL PROVISIONS**

Each prospective firm or individual submitting a Statement of Qualifications in response to this RFQ agrees that the preparation of all materials for submittal to the City and all presentations are at the firm or individual's sole cost and expense. Under no circumstances will the City be responsible for any costs or expenses incurred by a prospective firm or individual. In addition, each prospective firm understands and agrees that all documentation and materials submitted with a Statement of Qualifications will remain the property of the City will become a public record; the City will assume ownership of all documents and deliverables submitted by prospective firms and individuals.

Release of this RFQ does not commit the City to the selection of a firm or an individual and does not commit the City to enter into any agreement with a firm or an individual identified by the City through this process as the most qualified to provide the services described in this RFQ.

To the extent applicable, prospective firms and individuals are responsible for making necessary investigations and examination of any public records deem appropriate. Failure to do so will not act to relieve any condition of a potential professional services agreement or the requirements set out in this RFQ. By submitting a Statement of Qualifications, the submitter acknowledges that the prospective firm has made such examinations and investigations. No request for modification of a Statement of Qualifications shall be considered after its submission on the grounds that the prospective firm or individual was not fully informed as to any fact or condition.

A prospective firm or individual may withdraw their proposal at any time prior to the date and the time which is set forth herein as the deadline or submittal of Statements of Qualifications.

The City reserves the right to request additional information at any time from any prospective firms or individuals as deemed necessary by the City to evaluate the proposals. This process may not be used, however, as an opportunity to submit missing documentation or to make substantive revisions to the original Statement of Qualifications.

Without limiting its liability, the selected consultant shall maintain, during the life of the contract: Worker's Compensation Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Consultant's Professional Liability Insurance. This coverage may not be canceled, reduced or allowed to lapse without written notice to the City of Brentwood.

All Statements of Qualifications will remain in effect and legally binding for at least one hundred twenty (120) days from the date of submission.

This Request for Qualifications shall be governed in accordance with the laws of the State of Tennessee and the jurisdiction of any disputes hereunder shall be had in Williamson County or in the appropriate federal court with jurisdiction over the matter.

The deadline for technical questions is 2:00 p.m. local time, Friday, October 6, 2017. Unless otherwise directed, all communications regarding this RFQ, including all questions, shall be submitted in writing to Kirk Bednar, City Manager via e-mail at [kirk.bednar@brentwoodtn.gov](mailto:kirk.bednar@brentwoodtn.gov). No answers will be given over the phone. Written answers to any technical questions shall be provided as an amendment to the RFQ, and will be posted for all interested parties on the Brentwood website no later than close of business on Wednesday, October 11, 2017. Consultants shall not attempt to have communication with City Commissioners prior to the submittal date provided herein.

## **SECTION 9. TENTATIVE SCHEDULE**

The following is the City's tentative schedule for selection of a consultant:

September 22, 2017	RFQ Release Date
October 6, 2017 – 4:00 p.m.	Deadline for Submittal of Questions or Requests for Clarification
October 11, 2017	Posting of RFQ Amendments, if necessary
October 20, 2017 – 2:00 p.m.	RFQ Response Submittals Due to City
October 23 - 27, 2017	City Staff Review of Statements
November 1-3, 2017	Interviews (as necessary)

# Request for Qualifications

CITY OF BRENTWOOD, TENNESSEE  
SOUTHERN EDUCATIONAL STRATEGIES, LLC

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## **Introduction, Firm Profile, and Affirmations**

The City of Brentwood, Tennessee has requested Statements of Qualifications from firms or individuals with experience in assessing the legal, financial, instructional, and capital feasibility of the City creating its own municipal school district under the laws and regulations of the State of Tennessee and the Tennessee Department of Education. The purpose of this document is to provide the qualifications of Southern Educational Strategies, LLC.

Southern Educational Strategies, LLC (SES), based in Memphis, Tennessee, is a partnership created under the laws of the State of Tennessee and is comprised of three individuals: Dr. William Bozeman, Dr. Tim Fite, and Dr. James Mitchell, Jr. SES began offering consulting services in January 2011 and has operated continuously since that date. The location of the firm's registered office is 262 German Oaks Drive, Suite A, Memphis, TN 38018. SES partners bring a rich and varied set of skills, experience, and expertise in areas including but not limited to leadership, educational policy, organization and administration of schools and school districts, education finance and fiscal operations, policy and legal issues, educational and social science research, curriculum and instruction, program evaluation, data analysis and statistics, and systems planning. These areas are detailed in the partners' respective curriculum vitae as well as the curriculum vitae of SES associates or subcontractors.

Team Member Profiles. Given below are brief profiles of the three SES founding partners. Their curriculum vitae are presented herein. Subcontractor curriculum vitae are presented in Appendix A.



**Dr. William Bozeman.** Dr. Bozeman received his Ph.D. from the University of Wisconsin-Madison where he served as Program Evaluator with the Wisconsin Research and Development Center; he currently serves as Emeritus Professor at the University of Central Florida. Before joining the faculty at UCF, he was Professor and Chair at The University of Iowa. Prior to his experience as university professor and administrator, he served as a high school principal, federal programs director, and classroom mathematics and physics teacher. Recently, he was honored with a Lifetime Achievement Award and appointment to the UW-Madison Board of Visitors, a group of individuals who have attained prominence in their field. Bozeman has also published extensively including over 100 articles, papers, and books and consulted extensively in the areas of program evaluation, work design, and systems planning.

**Dr. Tim Fite.** Dr. Fite earned his Bachelor's and Master's Degrees from The University of Memphis and holds a Doctor of Education degree from Vanderbilt University. Dr. Fite served Tipton County Schools (TN) for more than 30 years as a teacher, principal, and superintendent. He retired from this 13, 000 student school district in June 2011 with a record of outstanding school and district leadership. He has served as chairman of the Tennessee Superintendent's Study Council, a statewide organization that regularly advises the Commissioner and State Department of Education regarding education policies. He has represented the state of Tennessee on numerous education boards and leadership task forces. Dr. Fite currently serves as Affiliate Research Professor in the Department of Leadership at The University of Memphis.

**Dr. James Mitchell, Jr.** Dr. Mitchell received his Bachelor of Arts degree from Rhodes College and his Master of Education and Doctor of Education degrees from The University of Memphis.

Dr. Mitchell retired after 34 years of service in the Shelby County School District (TN) where he gained experience as a teacher, human resources supervisor, high school vice-principal and principal, and assistant superintendent. In 1997, Dr. Mitchell was appointed to serve as the Shelby County Schools' superintendent, and he successfully led this 45,000 student organization with more than 5000 employees. Dr. Mitchell was responsible for a \$235 million annual operating budget and more than \$131 million in capital projects. He was selected as the 2000 Tennessee Superintendent of the Year, and he received the 2003 Peabody/Vanderbilt Educator Award. Dr. Mitchell now serves as Affiliate Research Professor in the Department of Leadership at The University of Memphis.

Affirmations. SES offers the following declarations and affirmations:

1. No City of Brentwood employee directly or indirectly owns assets or capital stock of the bidding entity (SES), nor will any City of Brentwood employee directly or indirectly benefit by the profits or emoluments of this work.
2. There are no professional, business, or familial relationships between any City of Brentwood employee and SES nor are there expectations of work or management responsibilities with SES.
3. SES has never been declared in default of any contract.
4. SES has never forfeited payment of performance bond issued by a surety company on any contract.
5. SES has never filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes.
6. SES is not currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer.

7. There are no regulatory or license agency sanctions against SES.
8. SES has never had to resign during a project because of inability to provide or perform services.
9. SES has carefully examined the scope of services, instructions, terms, and conditions of work expectations. Deliverables will meet or exceed the scope of services, requirements, and standards as published by and negotiated with the City of Brentwood.

## **Team Member Resumes**

### **WILLIAM C. BOZEMAN**

#### **ADDRESS**

262 German Oak Drive  
Suite A  
Memphis, TN 38018

Mobile Ph: 386-690-6665  
Email: bill@sesconsultants.org

#### **ACADEMIC DEGREES**

Ph.D., University of Wisconsin--Madison

M.Ed., Georgia State University

B.A., Huntingdon College

#### **PROFESSIONAL EXPERIENCE**

2011 – present	Professor Emeritus, University of Central Florida; CEO, William Bozeman & Associates, LLC; Founding Partner, Southern Educational Strategies, LLC
2013 - 2014	Visiting Graduate Studies Professor of Educational Leadership, The University of Memphis
1985 - 2011	Professor of Educational Leadership and Doctoral Program Director, College of Education, University of Central Florida
1991 - 1994	Professor and Chair, Department of Educational Services, College of Education, University of Central Florida
Summer, 1985	Visiting Professor, Department of Educational Administration, School of Education, University of Wisconsin--Madison

1978 - 1985	Professor, Division of Educational Administration; Visiting Professor, Department of Management Sciences, College of Business Administration, The University of Iowa
1984 - 1985	Chair, Division of Educational Administration, The University of Iowa

1976 - 1978	Project Assistant and Evaluator, University of Wisconsin Research and Development Center for Cognitive Learning, WIS-SIM Computer Managed Instruction Project
1973 - 1976	Principal, West Point High School, West Point, Georgia
1971 - 1973	Director of Federal Programs, West Point Public Schools, West Point, Georgia
1968 - 1971	Teacher (Mathematics/Physics) and Department Chair - The Arlington Schools, Atlanta, Georgia

## **HONORS AND AWARDS**

Member – University of Wisconsin-Madison Board of Visitors

Recognition as Professor Emeritus – University of Central Florida

Lifetime Achievement Award – Southern Regional Council on Educational Administration

University of Central Florida Professional Excellence Program Award

University of Central Florida Researcher Award

University of Central Florida Teaching Award

## **PUBLICATIONS**

Over 100 books, articles, and manuscripts -- available upon request

## **GRANT AND SPONSORED RESEARCH ACTIVITY**

Over \$5 million grants – available upon request

## **INTERESTS**

Personal interests include music (piano, guitar, electronic music), photography, automobile restoration, and electronics.

## **JOHN TIMOTHY (TIM) FITE**

262 German Oak Drive  
Memphis, Tennessee 38018  
PHONE: 901-508-2746

<http://www.sesconsultants.org>

### **Academic Degrees**

- \*Graduated Memphis State University\_B.S.---1975
- \*Graduated Memphis State University M.Ed.---1981
- \*Completed Ed.D. in Educational Leadership Vanderbilt University May 1994

### **Professional Work Experience**

- \*Principal Brighton School 12 YRS.
- \*Assistant Principal Brighton High School
- \* Tennessee State Department of Education Career Ladder Evaluator
- \*Governor's Advisory Council for Students with Disabilities 2002-2006
- \*Superintendent Tipton County Schools 19 years
- \*Presently serving as Affiliate Research Faculty --- University of Memphis
- \*Currently facilitator for National Institute of School Leadership
- \*Currently Partner Southern Educational Strategies
- \*Currently Coordinator for Prospective Superintendents' Academy TSBA

### **Selected Honors and Awards**

- \*Served as congressional Page under Robert A. "fats" Everett
- \*Graduate Tennessee Academy for School Leaders
- \*Elected to Tipton County Commission. 1986-1992
- \*Finalist Superintendent of the Year Tennessee --- 2000

### **Selected Professional Assignments and Activities**

- \*Former Secretary West Tn. Regional Principals' Study Council
- \*Tennessee Association of School Principals
- \*Member National Association of School Principals
- \*Board of Directors for Tennessee Organization of School Superintendents (TOSS)
- \*Director Delta Region Superintendent Study Council

\*Board of Directors, University of Memphis College of Education

\*President Tennessee Organization of School Superintendents ---2006

\*National Governing Board American Association School Administrators (AASA) – 1998-2012

### **Selected Presentations**

\*November 14-16 1993 Presented Southern Regional Council on Educational Administration”

\*Presented to the Ohio Leadership Forum 2005 “Tennessee Value Added Assessment System”



## **JAMES BYRON MITCHELL, JR.**

### **Residence:**

10526 N. Bent Laurel Lane  
Lakeland, TN 38002  
Phone (901) 413-8336  
Email: [jmitchell46@att.net](mailto:jmitchell46@att.net)

### **Business:**

Southern Educational Strategies, LLC  
262 German Oak Drive, Suite A  
Cordova, TN 38018  
Email: [jim@sesconsultants.org](mailto:jim@sesconsultants.org)  
[www.sesconsultants.org](http://www.sesconsultants.org)

### **EDUCATION:**

Doctor of Education, May, 1989  
Memphis State University, Memphis, TN 38152  
Major: Educational Administration and Supervision

Master of Education, May, 1974  
Memphis State University, Memphis, TN 38152  
Major: Educational Administration and Supervision

Bachelor of Arts, June, 1968  
Rhodes College, Memphis, TN 38112

### **EMPLOYMENT:**

Southern Educational Strategies, LLC  
262 German Oak Drive, Suite A  
Cordova, TN 38018  
Founding Partner-Professional educational consulting firm specializing in custom client services for school districts, schools, municipal governments, and individuals. January 2010- Present

The University of Memphis, College of Education  
Affiliate Research Professor, Department of Leadership—Responsible for graduate level instruction and partnerships to improve leadership in local and regional school districts. August, 2002--Present

Shelby County School District - August, 1968—February, 2002  
160 S. Hollywood Street, Memphis, TN 38112-4801

#### **•Superintendent of Schools**

Responsible for executive leadership and administration in a 45,000 student district with 5,000 employees and a \$235 million annual operating budget.  
June, 1997 – February, 2002

#### **•Assistant Superintendent, Operations Division**

Responsible for coordination and administration of all school construction, renovation, maintenance, custodial, and transportation services in a 45,000 student school district. Coordinated \$98 million Capital Improvement Program.  
May, 1991 - June, 1997.

#### **•Director, School Plant and Maintenance, Central Office**

Responsible for organization and administration of all new school construction, renovation, asbestos abatement, and school maintenance. Coordinated \$33 million Capital Improvement Program.  
June, 1989 - May, 1991.

- Principal, Millington Central High School

Responsible for overall administration and supervision in a 1,600 student comprehensive high school, including staff of 75 professional personnel and 50 classified personnel.

July, 1987-June, 1989.

- Vice-Principal, Germantown High School

Responsible for all facets of instructional program including curriculum, registration, and master schedule planning in a 2,500 student high school. Responsible for performance evaluation of 110 person professional staff.

July, 1983 - June, 1987.

- Supervisor, Certificated Personnel, Central Office

Responsible for recruitment, interviewing, and initial employment recommendation of all new teachers, grades K-12, in a 34 school, 1,300 teacher school district.

June, 1975 - June, 1983.

- Teacher, White's Chapel Elementary and Millington Middle Schools

Responsible for providing daily academic instruction for approximately 140 grade 7-8 students.

August, 1968 - May, 1975.

#### PROFESSIONAL ACTIVITIES:

- Board of Directors, Tennessee Organization of School Superintendents  
1997 - 2002

- Member, "Facing History and Ourselves" Advisory Board  
1997 - 2010.

Member, Shelby County Head Start Policy Council, January 2004-2007

- Chairman, Shelby County Schools, Technology Planning Committee  
1995 - 1997.

- Member, Shelby County Schools, Minority and Women Business Procurement Committee, 1995.

- Representative for Shelby County Schools with International Paper Company Executive Relocation Program. (Assisted I.P. personnel in recruiting computer technology employees to relocate to Memphis from other I.P. sites). March, 1988.

- Rockefeller Brothers Fund, New York City-David Rockefeller, Jr., Chairman  
Arts in Education Awards, National Committee Member, 1984 - 1987.

- Coordinator, People's Republic of China Arts Education Delegation  
Nation-wide Tour, Tennessee segment, November, 1984.

- President (1975-76) and Treasurer (1978-1984) Shelby County Education Association (SCEA represents the 2,500 professional staff members of Shelby County Schools.)

#### AWARDS/HONORS:

- Tennessee Superintendent of the Year, 2000-2001

Tennessee PTA Superintendent of the Year, 1999-2000

- Leadership Memphis, Class of 2000.

\* Paul Harris Fellow, 2004, Rotary International

### **Professional Capacity and Qualifications to Perform Scope of Services**

The partners of SES bring a wealth of knowledge, skills, and experiences to clients in a wide variety of initiatives and projects. Our background includes service to institutions in such areas as organization and design of school districts, operational efficiency analysis, leadership development, program evaluation, facility design including construction oversight, instructional technology, needs assessment, and systems planning. Planning, research, and evaluations activities have been conducted in schools, school districts, universities, law enforcement, health care agencies, and private businesses.

SES provides services and support to its clients from the beginning to the end of each project in order to maximize effectiveness of project results and to build strong and lasting professional relationships. SES recognizes that client organizations have unique priorities and needs as well as specific goals. The partners of SES are dedicated and committed to providing the highest standards of service and have been consistently praised for the quality of excellence of their work.

SES partners' clients have included the following entities:

- a. City of Arlington (TN)
- b. Arlington Community Schools
- c. City of Bartlett (TN)
- d. Bartlett City Schools
- e. Town of Collierville (TN)
- f. City of Germantown (TN)
- g. City of Lakeland (TN)
- h. Lakeland Municipal School District

- i. City of Millington (TN)
- j. Jackson-Madison County School System (TN)
- k. Cleveland City Schools (TN)
- l. University of Memphis
- m. University of Houston
- n. Orange County Public Schools (FL)
- o. Lee County Public Schools (FL)
- p. Marion County Public Schools (FL)
- q. Charlotte-Mecklenburg Schools (NC)
- r. Polk County Public Schools (FL)
- s. University of Mississippi
- t. Cornell University

In regard to the needs of the City of Brentwood, the most relevant service performed by SES was the creation of six new municipal school districts in Shelby County, Tennessee. In September 2011, SES was contracted as a consultant to develop feasibility studies for six Shelby County municipalities regarding the potential establishment of their respective municipal school districts. The six municipalities were: Town of Arlington, City of Bartlett, Town of Collierville, City of Germantown, City of Lakeland, and City of Millington. Formation of municipal districts was precipitated by the transfer of administration of the Memphis City Schools (MCS) to the Shelby County Schools (effective July 1, 2013) creating one of the largest school systems in the country. In December 2010, the Memphis City Schools Board of Education voted to surrender its special school district charter. This action, following a city referendum, resulted in the transfer of administration of the Memphis City Schools to the surrounding Shelby County Schools.

According to various MCS Board members, this action was taken to prevent the possible loss of county school funds. Memphis City Schools was a large urban school district comprised of 101,696 students and Shelby County Schools was a large, mainly suburban school system of 45,050 students. Obviously, merging a large urban school district with a large mainly suburban school system with numerous operational differences could create many obstacles and challenges for the new district.

SES agreed to perform necessary analyses and research to furnish each municipality a report that included the following content:

- a. An analysis of current legal and regulatory requirements and issues reasonably expected to arise should the municipality choose to establish a municipal school district;
- b. An overview of the essential academic program and operational program requirements that the municipality could reasonably anticipate encountering should the municipality choose to establish a municipal school district, along with suggested courses of action to successfully meet those requirements, provided, however, that the feasibility study is limited to the creation of a municipal school district and not its ongoing operation;
- c. An analysis of the fiscal requirements and a 2011 estimate of the total annual general operational revenues and expenditures (priced at a current dollar value) that the municipality could expect to receive and incur should it choose to establish a municipal school district.

The detailed SES analyses of legal, operational, and fiscal data as presented in 2012 in the six feasibility studies regarding the potential creation of municipal school districts led to the conclusion that formation of these school districts was feasible.

Legislation, litigation, and negotiations delayed the creation of the municipal school districts. In 2014, SES provided a second study which provided an updated fiscal analysis to the six respective Shelby County municipalities. The purpose of these reports was to provide municipal officials, district administrators, and the elected school board members a 2014 fiscal analysis regarding projected student enrollments, education revenues, and education expenditures. A second purpose, but not in the sense of importance, was to provide data and information that would assist the school superintendents, Board of Education members, and local elected officials to make informed decisions regarding the financial management of an effective and efficient school system. Such analyses were considered important given the delay in opening the new districts because of the extended time required by litigation and negotiations. The updated analysis supported the original feasibility studies conclusions. The 2014 supplementary fiscal analysis concluded that the six districts would be able to operate in a fiscally and operationally effective manner.

Because of the complexity associated with the creation of a new school district, recommendations were offered within the studies that helped guide future action by the municipalities' leadership leading to a successful school district opening. After considerable litigation and negotiations regarding the transfer of school facilities and property, the six municipal districts opened in August 2014. The municipal school districts continue to operate successfully, provide academic excellence, and experience enrollment growth.

## **Insurance**

SES maintains professional liability insurance through Mathis, Tibbets, & Massey Inc. of Memphis, TN. This insurance will be maintained through the duration of any contractual work with the City of Brentwood. The SES partners also maintain general comprehensive insurance and automobile liability insurance. SES does not offer and is not obligated to offer Worker's Compensation Insurance. SES is comprised of three LLC partners. Additional personnel are retained under contract for services. These employees are not "owners" and therefore are not required to be covered.

## **Subcontractors**

**Ernest W. Carter.** Ernie Carter is an experienced school leader with more than 39 years of service in public schools in Hillsborough County (FL) and Shelby County Schools in Tennessee. Mr. Carter holds a Bachelor's degree from Union University and a Master of Science degree from Memphis State University. Mr. Carter has served as a teacher, principal, human resources director, and assistant superintendent of business services in the Shelby County Schools (SCS). Mr. Carter successfully managed a \$235 million SCS annual operating budget during his years of leadership in the Business Services department. He was responsible for the successful development and management of the annual operating budget for SCS, a public school district which served more than 45,000 students. Mr. Carter will coordinate budget development for a prospective municipal school district.

**Mark Morgan.** Mark Morgan serves as President of SHERRILL MORGAN, an insurance consulting firm. He has 28 years of experience in establishing and managing employee benefit plans. Mark is a licensed Agent and Consultant. Mark Morgan is the founder of SHERRILL MORGAN's government health division, and he paved the way in developing an innovative approach to healthcare benefits for governmental clients. Working with Lisa Stamm and Southern Educational Strategies, LLC, Mark helped to develop a health care plan for what was, at the time, six proposed municipal school districts with an unknown enrollment for teachers and other employees. Provider networks and stop loss coverage were obtained for the new school districts. Today, the municipal school districts in Shelby County are experiencing a high level of benefits with a downward trend in health plan costs.



**Stephen L Shields.** Stephen L. Shields is an accomplished lawyer with an impressive history of representing and training educators and executives alike. He is a graduate of Yale Law School. A partner in the law firm of Jackson, Shields, Yeiser & Holt, Mr. Shields focuses his practice on the representation of school systems. He was also the past President of the Tennessee School Board Association's Council of Attorneys (2013-2014). In 2011, Mr. Shields and his firm were engaged by SES to research and analyze legal and regulatory issues related to the formation of municipal school districts in Shelby County, Tennessee. During that process, the firm conducted detailed examination of state laws, regulations, court opinions and other legal authority related to the creation and operation of a local education agency. The firm also communicated with state and local officials who held authority over school districts in order to get clarification on various regulatory issues.

**Jeff Springer.** Jeff Springer is Managing Partner of Basis Policy Research, LLC. Research Triangle, North Carolina. Basis Policy Research (Basis) provides data analytics, program evaluation, and other applied research services to government agencies, foundations, private institutions, and nonprofits seeking to effect positive change in education. Basis is founded on the principle that sound empirical evidence, timely delivered and simply communicated, is a powerful force for this change. Basis has extensive experience in education finance, program evaluation, research design, measurement, benchmarking, test and survey construction, data analysis, and reporting. Examples of education finance work include forecasting state funding for the six municipal school districts in Shelby County under Tennessee's Basic Education Program (BEP), as well as the long-term evaluation and simulation of the BEP's calculation and

equalization of district-level funding outcomes. Mr. Springer will forecast BEP funding projections for a new municipal school district.

**Lisa Stamm.** Lisa is a graduate of Northern Kentucky University and the University of Cincinnati School of Law. She serves as Vice President, Consulting Services for SHERRILL MORGAN. Lisa manages the self-funded team. Her work has led to the division's growth and success. Lisa was a critical part of the development of a health care plan for the Municipal Schools of Shelby County, Tennessee (MSSC). She laid the groundwork for the creation of the MSSC health plan, and the structure of the plan going forward. As an attorney, Lisa is knowledgeable about compliance, federal health care reform, COBRA, ERISA, and HIPAA.

## **References**

**Mark Brown, City Manager**

**City of Bartlett, Tennessee**

**6400 Stage Road**

**Bartlett, TN 38134**

**(901) 385-6400**

**James Lewellen, Town Administrator**

**Town of Collierville, Tennessee**

**500 Poplar View Parkway**

**Collierville, TN 38017**

**(901) 457-2200**

**Mrs. Kay Morgan Williams, Chairperson, Board of Education**

**Arlington Community Schools**

**5475 Airline Road**

**Arlington, TN 38002**

**(901) 389-2497**

## **Appendix A**

### **SES Subcontractor Curriculum Vitae**

## STEPHEN L. SHIELDS

262 German Oak Drive  
Memphis, Tennessee 38018  
Phone: (901) 754-8001  
Fax: (901) 759-1745  
Email: [sshields@jsyc.com](mailto:sshields@jsyc.com)

### Law Practice:

Since 1988 Mr. Shields has been a partner in the Memphis based law firm of Jackson, Shields, Yeiser & Holt.

### Education:

Hanover College (B.A.), University of Toledo College of Law (cum laude) (J.D.), and Yale Law School (LLM).

### Professional Associations and Listings:

Member of Memphis Bar Association, Tennessee Bar Association, American Bar Association, and member of the Council of School Attorneys. Listed in *Best Lawyers in America* since 1991, and also listed in *Super Lawyers of the Mid-South*.

### **Current and Past Leadership Positions**

- Chair – Mid-South Community Justice and Mediation Center (CJAM) (2016 -)
- Vice-Chair – Alliance For Non-Profit Excellence (2016 - )
- President – Tennessee Association of Professional Mediators (2017)
- Executive Council Member of Tennessee Bar Association's ADR Section
- Past -Chair – Memphis Bar Association's ADR Section (2014)
- Past-President – Tennessee Association for Professional Mediators (2013)
- Past-President of the Tennessee School Board Association's Council of Attorneys (2013-2014)
- Former Chair – TBA's ADR Section (2012 – 2013)
- Past-President – Memphis Bar Foundation (2006)
- Past-Chair – MBA's Labor and Employment Law Section (2004)
- Tennessee Educator Ethics Task Force – appointed by Education Commissioner (2005)
- Board Member – Agricenter International
- Past-Chair – Agricenter International

### **Teaching**

- Adjunct Professor of Law at the Cecil C. Humphreys School of Law at the University of Memphis teaching Alternative Dispute Resolution/Employment

## **JEFFREY A. SPRINGER**

Basis Policy Research, LLC  
104R NC HWY 54 West, #304  
Carrboro, North Carolina 27510  
1.866.542.7908 x101  
jaspringer@basispolicyresearch.com

### **Recent Work Experience**

- 2009 – Present Managing Partner. Basis Policy Research, LLC. Research Triangle, North Carolina.
- 2007 – 2010 Research Associate. Management, Analysis & Planning, Inc. Nashville, Tennessee.
- 2005 – 2011 Graduate Research Assistant. Vanderbilt University. Nashville, Tennessee.
- 2001 – 2003 Strategic Consultant. Independent. New York, New York.
- 1998 – 2001 Principal. Prospect Street Ventures. New York, New York.

### **Select Recent Research Activities**

- 2010 – Present Principal Investigator. Evaluating the Rewarding Excellence in Instruction and Leadership (REIL) Teacher Incentive Fund Grants 3, 4, and 5. Maricopa County Education Service Agency.
- 2014 – Present Principal Investigator. Analysis of the Financial Impact of Educator Effectiveness Models on Houston Independent School District's Budgets. Battelle for Kids.
- 2012 – 2015 Principal Investigator. Incorporating Student Feedback Surveys into Principal Performance Evaluations. U.S. Department of Education's Midwest Regional Education Lab.
- 2011 – 2014 Principal Investigator. Simulation of Funding Allocations for Six New School Districts in Shelby County under Tennessee's Basic Education Program (BEP). Southern Educational Strategies (SES).
- 2007 – Present Principal Investigator. Evaluation of Tennessee's Public Education Finance System (Basic Education Program 2.0). Tennessee School Systems for Equity.

2006 – 2011 Graduate Research Assistant. National Center on Performance Incentives. Vanderbilt University, and the United States Department of Education, Institute of Education Sciences.

## **Education**

2005 –2015 Doctoral Program, Vanderbilt University, Nashville, Tennessee.  
Major Field: Education Policy and Finance.

2003 – 2005 M.B.A., Vanderbilt University, Owen School of Management, Nashville, Tennessee.  
Major Field: Leadership, Innovation, and Organizations.

1991 – 1995 B.A., Princeton University, Princeton, New Jersey.  
Major Field: Politics.

**ERNEST W. CARTER**  
**6131 Twin Oaks Drive**  
**MILLINGTON, TN 38053**  
**PHONE: 872-2013**

## EDUCATION

B.A. Union University

Jackson, Tennessee

Major: History

M.S. University of Memphis

Memphis, Tennessee

Major: Chemistry/Educational Administration

Post-Graduate Work (39 semester hours)

University of Memphis

Memphis, Tennessee

Concentration: Educational Administration

## PROFESSIONAL EXPERIENCE

2011-2016 Consultant services for Southern Educational Strategies -- Projects Included:

- Developing financial portions of FEASIBILITY STUDY REGARDING THE CREATION OF A MUNICIPAL SCHOOL DISTRICT for six separate municipalities In Shelby County, TN
- Participation in Efficiency Analysis for Madison County School System

2003-2005 Consultant services for Southern Educational Services-- Projects Included services for Tipton County School System, Memphis City School System and Madison County School system

1989-2000 Assistant Superintendent of Business Services, Shelby County Schools

### Responsibilities

- Financial accounting for central school system as well as forty-four individual schools



- Budget development and administration
- Central data processing activities for finance, warehouse, personnel, and student administration
- Central purchasing for school system
- School food service lunch program for school system
- Central warehouse operations
- Administrative computer technology for central office and schools
- Employee benefits administration
- System risk management activities
- Develop and implement system-wide salary program for all employees
- System-wide inventory control and assets management

1988-1989 Director of Classified Personnel, Shelby County Schools

#### Responsibilities

- Interviewing, selection, and placement of the 1200 non-teaching employees of the school system
- Employee relations activities
- In-service training for managers and staff
- Contract negotiations with AFSCME for custodial and food service workers

1985-1988 Supervisor of Classified Personnel, Shelby County Schools

#### Responsibilities

- Interviewing, selection, and placement of the 1200 non-teaching employees of the school system
- Employee relations activities
- In-service training for managers and staff

Contract negotiations with AFSCME for custodial and food workers

1983-1985 Vice-Principal, Millington Central High School, Shelby County Schools

#### Responsibilities

- Monitoring of total instructional program
- Performance evaluation of teaching personnel

- Development of master schedule for teachers and students
- General school administration as directed by principal

1974-1983 Supervisor of Employee Relations, Shelby County Schools

#### Responsibilities

- Assistance in contract negotiations with AFSCME for custodial and food workers
- Board Hearing Officer for union grievances at system level
- Preparation for arbitration cases at system level
- Mediation of labor disputes between employees and supervisors
- Preparation and presentation of in-service activities for building engineers, cafeteria managers, school secretaries, and custodial workers
- Assistance in interviewing, selection, and placement of non-teaching personnel

1978 Acting Principal, Millington Middle, Shelby County Schools

- Assumed responsibility of school and instructional program in absence of principal

1982 Acting Principal, Germantown Elementary, Shelby County Schools

1977-1983 Supervisor of Science Instruction, Shelby County Schools

1972-1974 Science Teacher, Millington Middle School, Shelby County Schools

1967-1972 Science Teacher, Scenic Hills Elementary School, Shelby County Schools

1961-1967 Science Teacher, Buchanan Junior High School, Tampa, Florida

## **Research Plan: Senate Joint Resolution 593, Multi-school system Counties**

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Deputy Executive Director: Melissa Brown

Lead Research Associate: Michael Mount

Due: None                      Support: Dave Keiser, Lynnissee Roehrich-Patrick, Lynne Holliday

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Deputy Executive Director Approval: Initial: MMB                      Date: 4-27-18

Executive Director Approval: Initial:                       Date: 4/27/18

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### **Purpose**

To study the overall effects on public k-12 education of the laws and regulations related to the sharing of resources and operation of multiple school systems located in the same county.

### **Background**

Public k-12 education in Tennessee is provided through school systems that in general are operated locally either by counties, municipalities, or special school districts. State law requires each county to operate a k-12 school system, either individually or in partnership with another county, unless all students in the county are served by municipal school systems and special school districts, as is currently the case only in Gibson County. Since 1982, state law has prohibited the creation of new special school districts (Public Chapter 907, Acts of 1982). And it similarly prohibited the creation of new municipal school systems from 1998 (Public Chapter 1101, Acts of 1998) to 2013. Public Chapter 256, Acts of 2013 repealed the blanket prohibition against new municipal systems—though not the prohibition against new special school districts—authorizing municipalities that meet certain requirements to create new school systems. Six new municipal school systems have since been created, all in Shelby County. Several other municipalities, including East Ridge, Red Bank, Signal Mountain, and Soddy-Daisy in Hamilton County, Brentwood in Williamson County, and Farragut in Knox County, are also reportedly considering new systems.

Currently, 28 of the state's 95 counties have more than one school system. There are 94 county school systems, 33 municipal school systems, and 14 special school districts. Gibson is the only county that does not operate its own system.

Representatives of county officials in Tennessee have expressed concern that education revenue sharing requirements in Tennessee favor city school systems at the expense of county school systems. Responding to these concerns, Senate Joint Resolution 593 directs TACIR to study the overall effects on public k-12 education of the laws and regulations related to the sharing of resources between multiple school systems in the same county and the impact of the operation of additional municipal or special school districts within a county.

### **Step 1. Define the Problem**

How do existing laws governing the sharing of education resources in Tennessee affect counties with multiple school systems? Staff will complete the following tasks identified through conversations with the resolution's sponsor, as well as others identified in the course of research:

- Study how existing laws affect the sharing of local revenue used for operational expenses in counties with multiple school systems.
- Study how existing laws affect the sharing of local bond revenue used to fund capital projects in counties with multiple school systems, including whether these laws result in counties with multiple school systems assuming more debt than necessary to fund their capital projects.
- Study processes for valuing and transferring properties between school systems located in the same county.
- Identify other issues related to creating and operating multiple school systems in the same county, including those related to staff and other school system personnel.

### **Step 2. Assemble Some Evidence**

- Review referred legislation:
  - Review committee hearings on the legislation.
  - Summarize comments and concerns of committee members, the legislation's sponsors, and others speaking for or against the legislation.
- Interview stakeholders, including but not limited to

- County Technical Assistance Service,
- Municipal Technical Advisory Service,
- Municipal Securities Rulemaking Board,
- Tennessee Comptroller of the Treasury,
- Tennessee County Services Association,
- Tennessee Municipal League,
- Tennessee Department of Education,
- Tennessee Municipal Bond Fund,
- Tennessee School Boards Association,
- Tennessee State Board of Education,
- Tennessee State School Bond Authority,
- Tennessee Organization of School Superintendents,
- Association of Independent and Municipal Schools,
- Tennessee Department of Revenue,
- Coalition of Large School Systems, and the
- Tennessee Organization of School Business Officials.
- Review
  - relevant articles from the Tennessee Constitution,
  - relevant legislation from previous general assemblies,
  - current case law,
  - attorney general's opinions,
  - private acts, and
  - municipal charters.
- Review relevant laws and regulations in other states.
- Determine how revenue collected by local governments from bonds and other sources is shared among local governments and school systems in counties with multiple school systems.
  - Review Internal Revenue Code, and both administrative and judicial interpretations of code related to tax exempt bonds.

- Determine the effect of having multiple school systems on the level of local government indebtedness for capital projects.
- Identify sources of revenue collected by local governments that are required to be shared by law in counties with multiple school systems.
- Review laws and regulations governing the authority for school systems to form interlocal agreements to share operational costs.
- Collect information on interlocal agreements between the county and either municipal or special school systems related to the funding and operation of local governments and school systems in the state.
- Review other issues related to creating and operating multiple school systems in the same county, including those related to staff and other school system personnel.
- Review issues related to transferring school property to new school systems, including recent transfers of property to newly created municipal school systems in Shelby County.
- Consult with education professionals and seek input from representatives of school systems, local government representatives, and others as required.
- Review relevant literature and data sets.
- Review tax statistics and other financial reports.

### **Step 3. Construct Alternatives**

Alternatives will be based on

- current law,
- proposed changes in the current law, and
- any additional alternatives drawn from the research and analysis in Step 2.

Each alternative will be described specifically enough to project outcomes in Step 5.

### **Step 4. Select Criteria**

- Cost direct and indirect to
  - state government,
  - local governments,
  - school systems, and

- general public.
- Estimate receptiveness of
  - students,
  - state government,
  - local governments,
  - school systems,
  - general public, and
  - other stakeholders.

### **Step 5. Project Outcomes**

- Estimate cost.
- Estimate the acceptability to the state and local governments, school systems, the general public, students, and other affected stakeholders.

### **Step 6. Confront Trade-offs**

- How will the differences between the current law and the other alternatives affect the public?
- What are the pros and cons of the potential solutions?

### **Step 7. Decide which alternatives to present to the Commission**

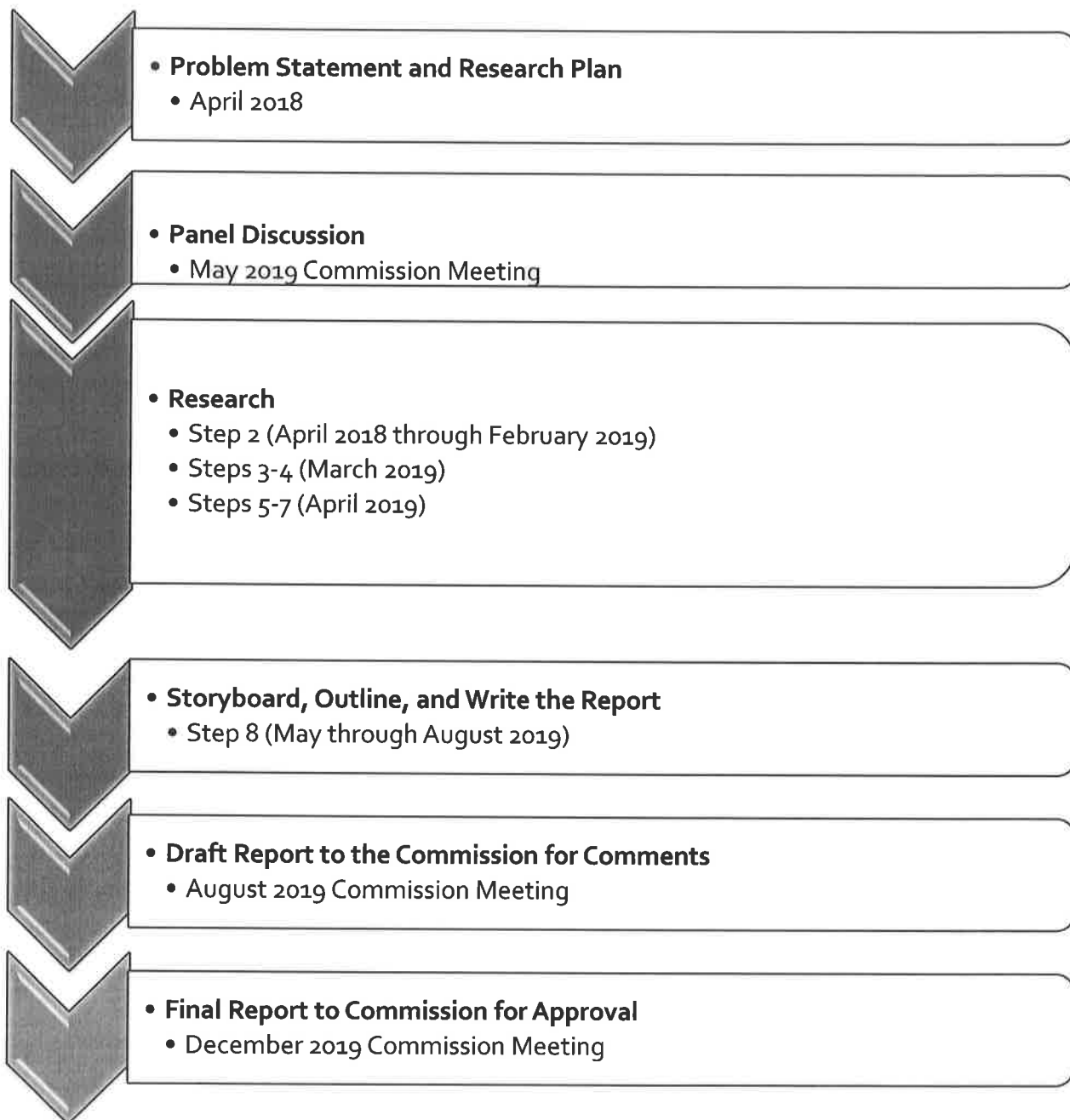
Based on the results of Step 6, choose the alternatives that most practically and realistically resolve the problem.

### **Step 8. Produce the Draft Report**

Develop and present a draft for review and comment to the Commission.

### **Revisit Steps 5 through 8.**

- Respond to feedback from Commission regarding outcome projections, trade-offs, and selection of alternatives.
- Revise and edit the draft to reflect comments of the Commission.
- Submit final report to the Commission for approval.





SENATE JOINT RESOLUTION 593

By Haile

A RESOLUTION to direct the Tennessee Advisory Commission on Intergovernmental Relations to study the overall effects on public education relative to having multiple school districts operating in the same county.

WHEREAS, in many counties across Tennessee, there are municipal or special school districts in operation in addition to the county-operated school district; and

WHEREAS, current law allows for the creation of additional municipal school districts and establishes requirements for sharing revenue—both operational expenses and bonded indebtedness for capital construction—among school districts within a county affecting the fiscal health and operations of the county school system; and

WHEREAS, these requirements may create structural disparities in the resources available to county and municipal or special school districts and may unnecessarily increase the level of local government indebtedness for capital projects; and

WHEREAS, the creation of new school districts has in the past created conflict regarding the ownership of existing school buildings and facilities; now, therefore,

BE IT RESOLVED BY THE SENATE OF THE ONE HUNDRED TENTH GENERAL ASSEMBLY OF THE STATE OF TENNESSEE, THE HOUSE OF REPRESENTATIVES CONCURRING, that the Tennessee Advisory Commission on Intergovernmental Relations (TACIR) is directed to perform a study of the overall effects on public education relative to the laws and regulations related to the sharing of resources among school districts located in the same county and the effect of the operation within a county of municipal or special school districts in addition to the county school system.

BE IT FURTHER RESOLVED, that it is the legislative intent that TACIR shall conduct this study using its existing resources.

BE IT FURTHER RESOLVED, that all appropriate state departments and agencies shall assist TACIR as requested.

BE IT FURTHER RESOLVED, that TACIR is requested to report its findings and recommendations, including any proposed legislation, upon conclusion of the study to the chairs of the Education Committees of the Senate and the House of Representatives.

## **Brentwood City Commission Agenda**

**Meeting Date:** 06/12/2018

Resolution 2018-48 -- A Resolution Authorizing Initiation of Annexation Process for Property Located in the SE Quadrant of the Intersection Holly Tree Gap and North Berry's Chapel Roads

**Submitted by:** Jeff Dobson, Planning & Codes

**Department:** Planning & Codes

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### **Information**

#### **Subject**

Resolution 2018-48 - Authorizing Initiation of Annexation Process Due to Property Owner Request for Annexation of approximately 7.27 acres located in the southeast quadrant of the intersection of Holly Tree Gap Road and North Berry's Chapel Road. The proposal includes two properties located at 2500 North Berry's Chapel Road and 1003 Holly Tree Gap Road.

#### **Background**

Dr. William Huffman and Mr. Alan Huffman have submitted a "Petition for Annexation" to the Planning and Codes Department requesting consideration of the annexation of property. The subject property includes two parcels: one located at 2500 North Berry's Chapel Road (Parcel # 028 09600, including 5.70 acres) and the second located at 1003 Holly Tree Gap Road (Parcel # 028 09602, including 1.57 acres). The combined area of the property is approximately 7.27 acres. The properties share a common boundary with one another. The properties are located within the City's Urban Growth Boundary (UGB), but are considered as non-contiguous to the existing City limits because they are separated by a section of North Berry's Chapel Road which is not in the City limits. For this reason, staff is recommending that the proposed area for annexation include a portion of North Berry's Chapel Road being approximately 700 feet in length as measured from its intersection with Holly Tree Gap Road. City staff has contacted the County to determine the method by which this acquisition would occur, assuming the County agrees to it.

There is also a small parcel having an area of approximately 813 square feet that is located in the NW corner of the larger parcel (2508 North Berry's Chapel Road). The parcel is owned by the Mallory Valley Utility District and is the site of one of its pump stations. Staff has not received any communication from MVUD regarding its concurrence or dissent of the proposed annexation at this time. This issue as to whether this parcel will be included as part of the annexation area must be addressed before the Board of Commissioners will hear the final resolution calling for a public hearing on the proposed annexation and the Plan of Services. Whether this small parcel is included or not does not have a material impact the public service issues associated with this annexation request.

The primary reason for the requested annexation is the property owner's desire to subdivide the tract located at 2500 North Berry's Chapel Road to provide one additional lot for construction of a future home and provide City sewer service to the new home. Mr. Alan Huffman also desires sewer service extended to his lot, which is east of the larger tract. Please see the final plat for Alan Huffman's lot, attached below.

Sewer service can be extended to the subject properties from the manhole located at the intersection of Coldstream Drive and Holly Tree Farms Road in the Holly Tree Farms subdivision. Since the properties are located within the City's UGB they were included in the sewer system master plan evaluation and modeling for the ultimate sewer system build out. As required by City and Water Service Department standards, the property owners would be required to fund the installation of public sewer to and across the subject properties to be made available to future customers. Any recovery of construction costs associated with the sewer installation would be in accordance with City Code. The property owner is aware that he will be required to extend gravity sewer to service his tract and stub the line to the eastern boundary of the property for future extension.

Staff has had several conversations with the applicant. He is aware that the City does not annex properties then extend utilities to serve any future development. *Policy 7.C.1 in the 2030 Plan states -- "In territory adjoining the City where development is proposed, the City will pursue a cost-effective program of annexation within the limits of State law, to ensure the land use complies with the City's zoning ordinance and subdivision regulations and that appropriate infrastructure is provided. The City will not annex property and extend municipal services beyond the existing limits solely to promote new development that would not otherwise occur without the provision of Municipal Services."*

TCA § 6-51-102 requires that a plan of services be prepared for each requested annexation. The plan is intended to provide the services to be delivered and the projected timing of those services. *"The Plan of Services shall include, but not be limited to: police protection, fire protection, water service, electrical service, sanitary sewer service, solid waste collection, road and street construction and repair, recreational facilities and programs, street lighting, and zoning services."* *"The plan shall also include a reasonable implementation schedule for delivery of the comparable services to the territory to be annexed."*

To assist the Commission in deciding whether to move forward with consideration of this annexation request, staff has prepared a preliminary review of possible municipal service impacts (see attached Exhibit A). While the impact on most primary services (i.e. police, fire, etc.) is negligible, the inclusion of a segment of North Berry's Chapel Road does present future road maintenance cost obligations estimated at approximately \$43,000 based on today's paving contract prices. The potential for the future removal of some of the twenty-four large pine trees within the ROW of North Berry's Chapel Road adjacent to the subject properties is also a cost that would be assumed by the City should the trees die and become a hazard. From a revenue perspective, based on current assessed valuation of

the two parcels in question, annual property tax revenues to the City would be \$1,265.

The current zoning of the property in Williamson County is MGA-1 (Municipal Growth Area – 1). The intent of the MGA-1 district is to provide areas adjacent to Cities to remain largely undeveloped until such a time as the land may be annexed into a municipality. Until such annexation, the municipal growth areas are considered a part of the County's rural landscape and as such, this district is established to protect the rural character of Williamson County by allowing for agricultural, rural, and low-density residential development. The minimum lot size required is one acre. The maximum gross density is one dwelling unit per acre.

If the Board of Commissioners approves the proposed resolution and directs staff to proceed with preparing all required materials for full consideration of annexation of the property, staff would recommend that the Suburban Residential (R-2) zoning district be assigned to the property.

**Finally, positive action on the proposed resolution shall not be construed as approval of the requested annexation. The annexation must follow state law and complete the prescribed notification, review and approval process.**

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

**Staff Recommendation**

Not Applicable.

**Previous Commission Action**

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

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**Fiscal Impact**

**Attachments**

Res 2018-48 Authorizing Initiation of Annexation Process

Exhibit A

Vicinity Map

Authorization & Petition for Annexation

Alan Huffman Petition for Annexation

Final Plat -- Huffman Subdivision

Quitclaim Deed -- 4861/237

Opinion of Cost to Extend Gravity Sewer

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**RESOLUTION 2018-48**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE INITIATION OF THE ANNEXATION PROCESS DUE TO A PROPERTY OWNER REQUEST FOR ANNEXATION OF PROPERTY LOCATED AT 2500 BERRY'S CHAPEL ROAD AND 1003 HOLLY TREE GAP ROAD AND A PORTION OF NORTH BERRY'S CHAPEL ROAD BEING APPROXIMATELY 700 FEET IN LENGTH AND DIRECTING STAFF TO PREPARE A COMPLETE PLAN OF SERVICES AND HEARING SCHEDULE**

**WHEREAS**, the City of Brentwood upon request by the property owners is exploring the extension of its corporate limits by the potential annexation of certain territory within its urban growth boundary; and

**WHEREAS**, a preliminary Plan of Services has been prepared detailing the provision and timing of extending Municipal services to the area proposed for annexation; and

**WHEREAS**, a complete Plan of Services detailing the provision and timing of the extension of Municipal services to the area proposed for annexation per the requirements of Tennessee Code Annotated § 6-51-102, will be drafted if this Resolution is approved; and

**WHEREAS**, positive action by the Board of Commissioners related to this resolution shall not be construed as approval of the requested annexation, which must follow state law and complete the prescribed review process.

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

**SECTION 1.** That City staff are hereby directed to initiate the annexation for the subject territories, including the preparation and presentation to the Planning Commission of a Draft Plan of Services.

**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

**EXHIBIT A**  
**RESOLUTION 2018-48**

**SUMMARY OF ANTICIPATED IMPACTS TO THE PROVISIONS OF MUNICIPAL SERVICES TO THE PROPOSED ANNEXATION OF THE NORTH BERRY'S CHAPEL ROAD PROPERTY**

**Police**

Police Department staff has reviewed the area identified for potential annexation and expect a minimal impact as a result of the proposed annexation.

Considering the proximity to tracts that are currently inside the city limits and ease of access to both properties there are no identifiable issues regarding response times, particularly considering the small number of residences that could reside in the area. The Department should be able to provide the same level of service without additional staff or equipment.

**Fire and Rescue**

It is anticipated that there will be no significant impact on Fire and Rescue service beyond the adjacent properties already in the City.

The property on North Berry's Chapel road, such as the Holly Tree Farms subdivision, lies on the southern tip of the response district for Station One. The property measures a distance of 4.9 miles from City Hall with a calculated travel time of 8.5 minutes for fire apparatus. Far beyond our four-minute target, but consistent with neighboring properties.

**Public Works**

Staff reviewed the segment of N. Berry's Chapel adjacent to the property. The road segment is approximately 24' wide by 696' long, as measured to the southwest corner of the property. The road is generally in good condition; however, it is expected that it may require overlay in 6-10 years. Today's cost to resurface the road, including milling and overlay is estimated to be approximately \$43,000.00.

Staff also expressed a concern regarding the existing shallow drainage ditch on the east side of North Berry's Chapel Road. While there are no apparent issues with the flow line at the time of the staff review, the ditch will be difficult to maintain due to approximately 24 large pine trees growing along the bank of the ditch, and within about 3-4 feet of the edge of the road. These trees are approximately 18-24" Diameter at Breast Height (DBH) and estimated to be about 40 feet tall. Furthermore, the trees appear to be undergoing some sort of stress related to needle blight, a disease that slowly kills the tree.

Dothistroma needle blight is a fungal disease that turns needles brown and results in early needle drop. Needle loss slows tree growth and severe infection several years in a row can result in tree death.

If annexed, the City would assume responsibility for the future removal of any of those trees that die and become a potential hazard.

Staff obtained a preliminary estimate to remove the trees and found that the cost of removal of the 24 trees will be in the neighborhood of \$36,000.00.

## **Water Services**

The proposed annexation includes up to four residential units or an average daily sewer flow of 1,240 gallons per day (310 GPD per residence) discharged within the Little Harpeth River sewer drainage basin. This property lies within the City's Urban Growth Boundary and therefore was included in the sewer system master plan evaluation and modeling for ultimate sewer system build out. As required by City and Water Service Department standards, the property owners would be required to fund the installation of public sewer to and across the subject properties to be made available to future customers. The nearest connection point to public sewer would be at the intersection of Holly Tree Farms Road. and Coldstream Drive within the Holly Tree Farms subdivision. Any recovery of construction costs associated with the sewer installation would be in accordance with CityCode.

Water Services staff has completed an "Opinion of Cost" estimate to extend gravity sanitary sewer from the existing manhole located at the intersection of Holly Tree Farms and Coldstream Drives. Based upon the review the total amount of the project including engineering and contingency costs is \$260,333.00. The detailed breakdown of the costs and the alignment of the improvement is attached as part of the agenda item.

Water services to the subject properties is provided by the Mallory Valley Utility District.





**VICINITY MAP  
RESOLUTION 2018-48  
PROPOSED HUFFMAN  
ANNEXATION**

**PETITION FOR  
ANNEXATION**

We, the undersigned property owners, hereby request that our property, as identified below, be annexed into the corporate limits of the City of Brentwood.

William R. Huffman  
Printed Name

William R. Huffman  
Signature

Janet B. Huffman  
Printed Name

Janet B. Huffman  
Signature

Property address: 2500 N. Barry's Chapel Rd.  
Brentwood, TN. 37027

Tax map/parcel number: 028/09600

STATE OF TENNESSEE COUNTY OF Williamson

Personally appeared before me, Laurie Murphy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand, at office, this 10<sup>th</sup> day of May, 2018.

Laurie Murphy  
Notary Public

My commission expires: Dec 6, 2021





William R Huffman  
2500 N. Berrys Chapel Rd  
Brentwood TN 37027

April 10, 2018

Dear Mr. Dobson,

My wife, Janet B Huffman and I would like to apply for annexation of our property at 2500 N. Berrys Chapel Rd. We have owned and lived on this property for the last 35 years. It is our intention to build a second house/guesthouse either to the north or south side of our existing home. We estimate that the house would be between 2000 and 2200 square ft. This house would be our retirement home, with our daughter and son in law occupying the existing home which in time they would be remodeling and expanding. We are unable to do these modifications in Williamson County with our existing septic system. Therefore, we need to be annexed so we could tie on to the Brentwood sewer system. We understand that the sewer is in the Holly Tree Farms subdivision which is across N. Berrys Chapel Rd and the cost of the sewer extension would be ours to finance.

Thank you for your consideration, *- See below*

WILLIAM R. HUFFMAN



William R. and Janet B. Huffman

*\* We have decided to divide off 1.5 acres of lot one daughter build a 3-4,000 sq. ft. house in street.*

PETITION FOR  
ANNEXATION

We, the undersigned property owners, hereby request that our property, as identified below, be annexed into the corporate limits of the City of Brentwood.

Alan Huffman  
Printed Name

[Signature]  
Signature

Kyshawn B. Huffman  
Printed Name

[Signature]  
Signature

Property address: \_\_\_\_\_  
\_\_\_\_\_

Tax map/parcel number: \_\_\_\_\_

STATE OF TENNESSEE COUNTY OF Williamson

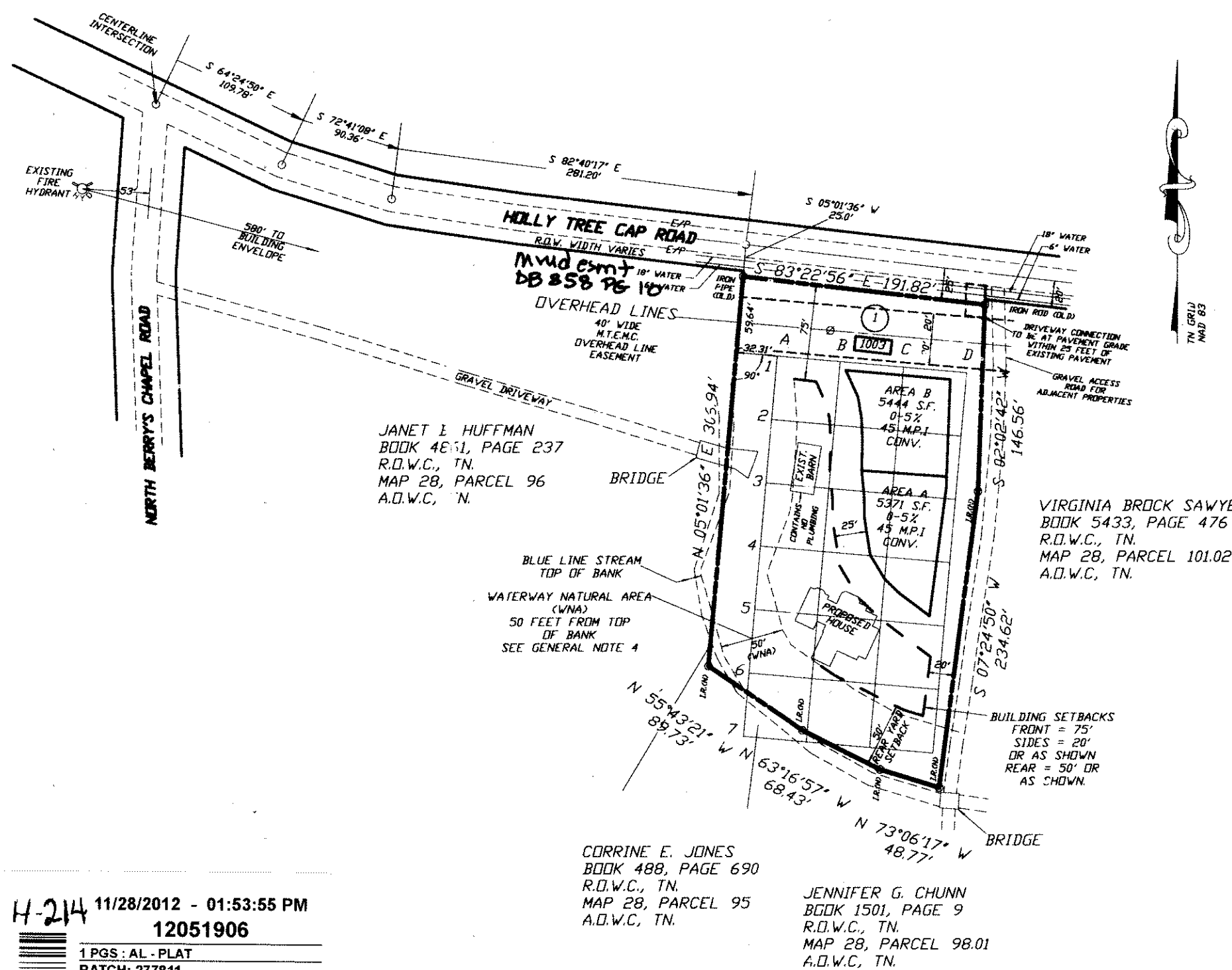
Personally appeared before me, Alan & Kyshawn Huffman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand, at office, this 2 day of June, 2018.

[Signature]  
Notary Public

My commission expires: 6/3/19





RECEIVED by: WILLIAMSON COUNTY  
Department of Sewage Disposal Management  
November 13, 2012 12:45p.m. RII PLAT #223

- 1) ANY CUTTING, FILLING, COMPACTION OR DISTURBANCE FROM THEIR NATURAL STATE, OF SOIL AREAS RESERVED FOR SEWAGE DISPOSAL, SHALL RESULT IN REVOCATION OF THE LOT APPROVAL. ADDITIONALLY, THE DEPARTMENT SHALL HAVE THE AUTHORITY TO REFUSE TO GRANT A CONSTRUCTION PERMIT OR MAY REVOKE A CONSTRUCTION PERMIT WHERE THE INTEGRITY OF THE PROPOSED SUBSURFACE DISPOSAL AREAS HAS BEEN COMPROMISED.
- 2) ALL SEPTIC SYSTEMS MUST BE INSTALLED BY AN INSTALLER LICENSED BY WILLIAMSON COUNTY TO CONSTRUCT ALTERNATIVE OR CONVENTIONAL SEPTIC SYSTEMS.
- 3) NO BATHING FIXTURES EXCEEDING STANDARD CAPACITY (30 US GALLONS), INCLUDING, BUT NOT LIMITED TO, OVERSIZED BATHTUBS, SPA-TUBS, HOT-TUBS, WHIRLPOOLS, OR JACUZZI, ETC, SHALL BE ALLOWED UNLESS SPECIFICALLY APPROVED BY THE WILLIAMSON COUNTY DEPARTMENT OF SEWAGE DISPOSAL MANAGEMENT.
- 4) NO UTILITIES (I.E. GAS, WATER, OR ELECTRIC) OR THEIR EASEMENTS, ABOVE OR BELOW GROUND, SHALL BE ALLOWED TO ENCRoACH WITHIN 10 FEET OF THE BOUNDARIES OF THE SOIL AREAS RESERVED FOR SEWAGE DISPOSAL.
- 5) CURTAIN/INTERCEPTOR/DRAWDOWN DRAINS MAY BE REQUIRED ON ANY OR ALL LOTS.
- 6) NO CUTTING, FILLING, COMPACTION OR ANY DISTURBANCE OF THE AREAS RESERVED FOR SEWAGE DISPOSAL SHALL BE PERMITTED.
- 7) THE LIMITS OF ALL EXCAVATION GREATER THAN 18 INCHES IN DEPTH, MADE FOR THE PURPOSES OF HOUSE CONSTRUCTION (OR ANY OTHER TYPE OF BUILDING CONSTRUCTION), SHALL BE KEPT 25 FEET OR MORE AWAY FROM THE PLATTED OR DESIGNATED SEWAGE DISPOSAL AREA.
- 8) THE LIMITS OF ALL EXCAVATIONS, MADE FOR THE PURPOSE OF HOUSE CONSTRUCTION (OR ANY OTHER TYPE OF BUILDING CONSTRUCTION), SHALL BE KEPT WITHIN THE CONFINES OF THE PLATTED BUILDING ENVELOPE.
- 9) ALL PARTS OF THE HOUSE AND ANY OF ITS RELATED APPENDAGES (INCLUDING BUT NOT LIMITED TO: DETACHED GARAGES, PORCHES, DECKS, SIDEWALKS, DRIVEWAYS, PARKING AREAS, UTILITIES, ETC) SHALL STRICTLY ADHERE TO THE MINIMUM SETBACK REQUIREMENTS FROM THE SUBSURFACE SEWAGE DISPOSAL SYSTEM AREAS AS REQUIRED BY THE WILLIAMSON COUNTY DEPARTMENT OF SEWAGE DISPOSAL MANAGEMENT.
- 10) NO CONSTRUCTION OF PATIOS, SWIMMING POOLS, ACCESSORY BUILDINGS, ETC., SHALL BE ALLOWED ON ANY LOT SERVED BY A SUBSURFACE SEWAGE DISPOSAL SYSTEM, UNLESS APPROVED BY THE DEPARTMENT OF SEWAGE DISPOSAL MANAGEMENT.
- 11) WATER SERVICE LINES MUST BE SEPARATED FROM SEWAGE DISPOSAL AREAS OR PLATTED DISPOSAL FIELD AREAS BY A MINIMUM OF 10 FEET.
- 12) NO WATER SOURCE, WELLS OR SPRINGS ARE TO BE DRILLED OR CONSTRUCTED WITHIN 50 FEET OF ANY PORTION OR COMPONENT OF THE SEPTIC SYSTEM OR DESIGNATED OR PLATTED SEWAGE DISPOSAL FIELD AREAS.
- 13) PRIOR TO INSTALLATION, THE LOCATION OF THE WELL, SPRING, CISTERN OR PRIVATE WATER SOURCE MUST BE APPROVED BY THE DEPARTMENT OF WILLIAMSON COUNTY SEWAGE DISPOSAL MANAGEMENT.
- 14) LOCATION OF WELL, SPRING, CISTERN OR PRIVATE WATER SOURCE MUST BE A MINIMUM OF 50 FT. AWAY FROM ANY SEWAGE DISPOSAL AREA, INCLUDING THOSE LOCATED UPON ADJACENT LOTS.
- 15) EXACT LOCATION OF THE WATER SOURCE (I.E. WELL, CISTERN OR PRIVATE WATER SOURCE) MUST BE FIELD LOCATED BY A SURVEYOR OR ENGINEER ON A COPY OF THIS PLAT AND SUBMITTED TO THE DEPARTMENT OF WILLIAMSON COUNTY SEWAGE DISPOSAL MANAGEMENT FOR REVIEW AND RECORD KEEPING PURPOSES.
- 16) PUBLIC WATER SUPPLY AVAILABLE FROM EXISTING MALLORY VALLEY UTILITY DISTRICT. water LOCATED ALONG FRONTAGE OF PROPERTY.
- 17) LOT 1 IS RESTRICTED TO ONE, 4 BEDROOM, SINGLE FAMILY DWELLING, WITH NO OVERSIZED BATHING FIXTURES
- 18) LPP DENOTES THAT THIS LOT IS SERVED BY A LOW PRESSURE PIPE SYSTEM, WHICH IS AN ALTERNATIVE MEANS OF SEWAGE DISPOSAL.
- 19) MLPP DENOTES THAT THIS LOT IS SERVED BY A MODIFIED LOW PRESSURE SYSTEM, WHICH IS AN ALTERNATIVE MEANS OF SEWAGE DISPOSAL. MLPP SYSTEMS REQUIRE 6 TO 10 INCHES OF COMPATIBLE SOILS FILL MATERIAL TO BE INCORPORATED ONTO THE DESIGNATED OR PLATTED SEWAGE DISPOSAL AREA, UNDER DEPARTMENT OF SEWAGE DISPOSAL MANAGEMENT SUPERVISION.
- 20) BEFORE A PERMIT TO CONSTRUCT A LPP OR MLPP SEPTIC SYSTEM CAN BE ISSUED, DETAILED SITE AND DESIGN PLANS FOR THE LPP OR MLPP SYSTEM SHALL BE SUBMITTED TO THE DEPARTMENT OF SEWAGE DISPOSAL MANAGEMENT FOR REVIEW AND APPROVAL. THESE PLANS SHALL BE PREPARED BY AN ENGINEER LICENSED IN THE STATE OF TENNESSEE.
- 21) ALL PLATTED SEWAGE DISPOSAL AREAS SHALL BE FIELD-STAKED BY A LICENSED SURVEYOR AND FENCED OFF TO PROTECT THE AREAS FROM ALL CONSTRUCTION TRAFFIC, BY THE PROPERTY OWNER OR BUILDING CONTRACTOR. THE AREAS THEN SHALL BE FIELD CHECKED AND VERIFIED BY THE DEPARTMENT OF SEWAGE DISPOSAL MANAGEMENT PRIOR TO THE ISSUANCE OF THE SEPTIC PERMIT.
- 22) THIS SITE MAY MANDATE THE USE OF A SEWAGE/EFFLUENT PUMP AND APPROPRIATELY SIZED PUMP TANK IN ORDER TO PROVIDE SEWER SERVICES FROM THE HOUSE TO THE SSDS AREAS. THIS SHALL BE SPECIFIED BY THE WILLIAMSON COUNTY DEPARTMENT OF SEWAGE DISPOSAL MANAGEMENT BASED UPON THE FINISHED ELEVATION OF THE HOUSE PLUMBING STUB-OUT AND SSDS AREAS.
- 23) NO IRRIGATION SYSTEMS, OR THEIR COMPONENTS THEREOF, SHALL ENCRoACH ON, IN OR WITHIN 10 FEET OF THE BOUNDARIES OF THE DESIGNATED OR PLATTED SSDS AREAS. IT SHALL ALSO BE LOCATED A MINIMUM OF 5 FEET AWAY FROM ANY DRAINAGE IMPROVEMENT PRACTICE ASSOCIATED WITH THE SSDS AREAS.
- 24) CONV. DENOTES THAT THIS LOT IS SERVED BY A CONVENTIONAL SUBSURFACE SEWAGE DISPOSAL SYSTEM.
- 25) ALL BUILDER'S SWALES FOR SURFACE STORMWATER RUNOFF SHALL NOT EXCEED A DEPTH OF ONE (1) FOOT.



*47*  
*MAIL*  
This instrument prepared by  
And Return To:  
Homeland Title, LLC  
1896 General George Patton Dr.  
Franklin, TN 37067

Map & Parcel: 025-096.00

This instrument being prepared from information provided by the grantor.  
No search was completed.

## QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of No dollars and No Cents, cash in hand paid by the hereinafter named Grantee(s) and other good and valuable considerations, the receipt all of which is hereby acknowledged, I/We **William R. Huffman and wife, Janet B. Huffman**, hereinafter called the Grantors, have bargained and sold, and do hereby Quitclaim and convey unto **Janet B. Huffman, married**, hereinafter called the Grantees, their heirs and assigns, all of my right title and interest in and to the following described tract/parcel of land in **Williamson County, Tennessee**, described as follows, to-wit:

### TRACT 1:

LAND in the 7th Civil District, Williamson County, Tennessee, described according to an April 2, 1981 survey by John B. Kohl, III, Tennessee Registered Land Surveyor No. 100, as follows:

Beginning at a point at or near the centerline of North Berry's Chapel Road where it intersected with the right of way of Holley Tree Gap Road, before said road was re-located, said point being the northwesterly corner of the herein described tract of land; thence, S 64° E 56 feet, more or less, and S 86° 15' E 425 feet, to the northwesterly corner of the property conveyed to James F. Langley, of record in Deed Book 98, Page 582, said Register's Office, thence, leaving the centerline of Halley Tree Gap Road with Langley's westerly line, in a southwardly direction, 125 feet more or less, to an iron pin; thence, S 4° 30' W 191 feet to the most northerly corner of the property conveyed to Owen Young, of record in Book 238, Page 454, said Register's Office; thence, with Young's westerly line the following calls: S 30° 30' W 260 feet and, S 4° W 115 feet to the northerly margin of an unnamed Road; thence, with the northerly margin of said Road, N 81° W 236 feet to the centerline of North Berry's Chapel Road; thence, with said centerline N 40 30' W 628.5 feet more or less, to the point of beginning.

### TRACT 2:

Land lying and being situated in the 7th Civil District of Williamson County, Tennessee and being described according to an unrecorded survey made by McConnell Engineering dated February 3, 1984 as follows to wit:

BEGINNING at an iron pin in the southerly margin of Holly Tree Gap Road and being the northeast corner of the herein described property; thence south 05 deg. 58' 44" east 146.56 feet to an iron pin; thence south 00 deg. 36' 36" east 234.89 feet to an iron pin; thence north 81 deg. 07' 43" west 50.28 feet to an iron pin; thence north 71 deg. 18' 23" west 68.43 feet to an iron pin; thence north 63 deg. 44' 47" west 89.73 feet to an iron pin by old fence post; thence north 02 deg. 59' 50" west 331.95 feet to an iron pin on the southerly margin of Holly Tree Gap Road; thence with said southerly margin north 88 deg. 35' 38" east 195.58 feet to the point of beginning and containing 1.59 acres, more or less. ALSO, conveyed by Grantor to Grantee herein is any land lying north of the herein described property and the centerline of Holly Tree Gap Road, that Grantor may own.

INCLUDED IN THE ABOVE DESCRIBED TRACTS BUT SPECIFICALLY EXCLUDED THEREFROM IS THE FOLLOWING DESCRIBED LAND CONVEYED TO MALLORY VALLEY UTILITY DISTRICT BY WARRANTY DEED OF RECORD IN BOOK 442, PAGE 534, IN THE REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE:

Land located in the Seventh (7th) Civil District of Williamson County, Tennessee, more particularly described as follows:

Beginning at a point in the East right-of-way of North Berry's Chapel Road, said point being 25.3 feet east of centerline of said North Berry's Chapel Road and 64 feet south of intersections of North Berry's Chapel Road and Holly Tree Gap Road; thence North 88 degrees, 30 minutes east, 25 feet to a point; thence South 1 degree 30 minutes east, 25 feet to a point; thence south 88 degrees, 30 minutes west, 25 feet to a point in the east right-of-way of North Berry's Chapel Road; thence North 1 degree 30 minutes West with said right-of-way, 25 feet to the point of beginning, containing 625 square feet, more or less.

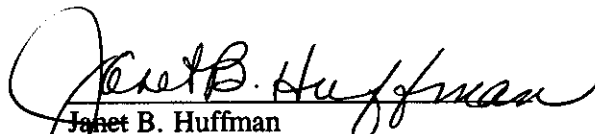
Being the same property conveyed to William R. Huffmand and wife, Janet B. Huffman by Quitclaim Deed from Janet B. Huffman, of record in Book 4726, Page 304, Register's Office for Williamson County, Tennessee, dated January 27 2009.

This conveyance is subject to any and all existing easements and restrictions as shown of record.

This is improved property, known as 2500 N. Berry's Chapel Rd. Brentwood, TN 37027

Witness my/our hand(s) this 18 day of March, 2009

  
William R. Huffman

  
Janet B. Huffman

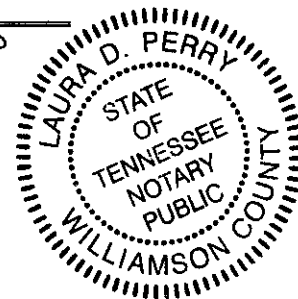
STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Personally appeared before me, Laura Perry, a  
Notary Public in and for said County and State, Janet B. Huffman, with whom I am  
personally acquainted (or proved to me on the basis of satisfactory evidence), and who  
acknowledged that he executed the within instrument for the purposes therein  
contained.

Witness my hand, at office, this 18 day of March, 2009.

  
Notary Public

My Commission Expires: 10.16.11



State of Tennessee  
County of Williamson

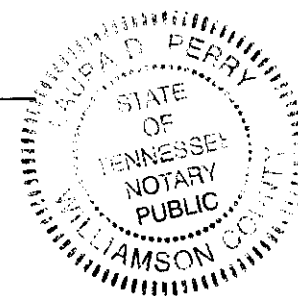
The actual consideration or value, whichever is greater, for this transfer is \$0.00.

  
Affiant

Subscribed and sworn to before me, this 18 day of March, 2009.

  
Notary Public

My Commission Expires: 10.16.11



Address of New owner &  
Send Tax Bills To:  
William R. Huffman  
Janet B. Huffman  
2500 N. Berry's Chapel Rd.  
Brentwood, TN 37027

BK/PG:4861/237-239

09029241

QUITCLAIM DEED	
06/25/2009	08:27 AM
BATCH	152838
MTG TAX	0.00
TRN TAX	0.00
REC FEE	15.00
DP FEE	2.00
REG FEE	0.00
TOTAL	17.00

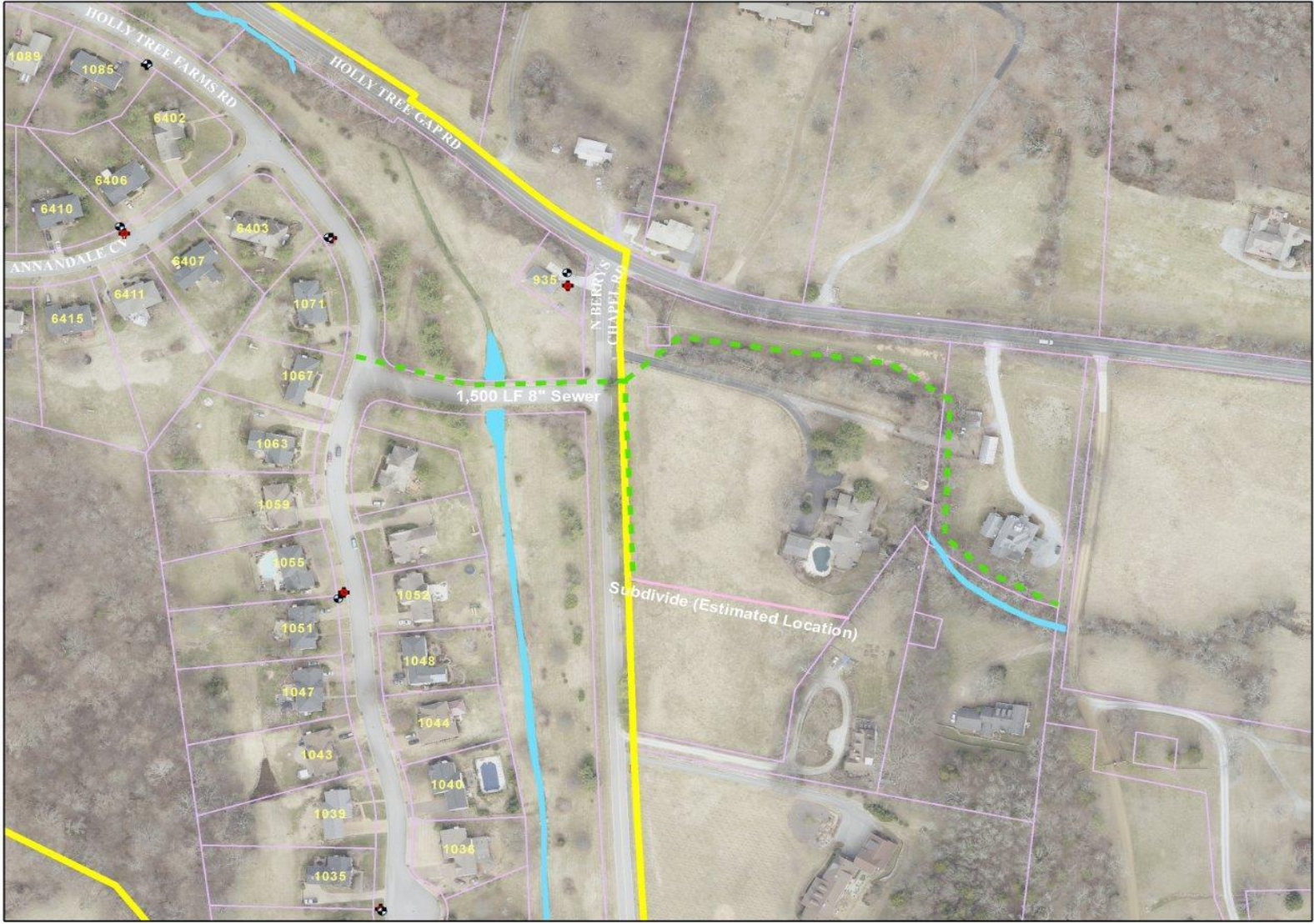
STATE of TENNESSEE, WILLIAMSON COUNTY

SADIE WADE  
REGISTER OF DEEDS



HUFFMAN Sewer (N. Berry's Chapel at Holly Tree Gap)  
Opinion of Cost  
5/30/2018

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
8" PVC Gravity Sewer Pipe	L.F.	1,500	\$75	\$112,500
4' Dia Manhole	Ea.	9	\$5,500	\$49,500
Doghouse Manhole	Ea.	1	\$6,500	\$6,500
(2) Creek Crossing (Blue Line), 18" Steel Casing	L.F.	60	\$20	\$1,200
Road Bore, 18" Steel Casing	L.F.	40	\$250	\$10,000
6" Service Pipe	L.F.	350	\$40	\$14,000
20% Contingency				\$38,740
			Construction Total	\$232,440
			Engineering	\$27,893
			<b>Project Total</b>	<b>\$260,333</b>



**Brentwood City Commission Agenda**

**Meeting Date:** 06/12/2018

Appointment by Mayor of three (3) members to the Planning Commission

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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**Information**

**Subject**

Appointment by Mayor of three (3) members to the Planning Commission

**Background**

In accordance with the provisions of TCA 13-4-101, the Mayor is responsible for the appointment of members to the Planning Commission. The Mayor is scheduled to make three appointments to the Planning Commission at the June 12, 2018 meeting. The term for the appointments will be for a three-year period beginning July 1, 2018 and ending June 30, 2021. All appointed members must be residents of the City and shall serve without compensation.

**Staff Recommendation**

n/a

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Brentwood City Commission Agenda**

**Meeting Date:** 06/12/2018

Appointment of Two Members to the Library Board

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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**Information**

**Subject**

Appointment of Two (2) Members to the Library Board

**Background**

At the Tuesday, June 12, 2018 meeting, the Board of Commissioners will appoint two (2) members to the Library Board. The appointees will serve three (3) year terms expiring June 30, 2021. Applicants must be residents of the City of Brentwood.

Notice of the appointments 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 - BTV.

The interested persons are:

1. Kathy Dooley-Smith (incumbent)
2. Wanda Graham
3. Walter Harrison
4. Chuck Scott (incumbent)

Their applications are attached.

**Staff Recommendation**

n/a

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**Fiscal Impact**

**Attachments**

Applications

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**From:** [tech@brentwoodtn.gov](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Monday, May 7, 2018 5:33:54 PM

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**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:** 05/07/2018 5:33 PM  
**Response #:** 101  
**Submitter ID:** 7319  
**IP address:** 172.24.96.111  
**Time to complete:** 29 min. , 33 sec.

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#### Survey Details

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##### Page 1

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**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:**

(o) Library Board

**What is your name?**

Kathy Dooley-Smith

**Spouse's name (if applicable)?**

Edward D. Smith

**Address:**

8204 Devens Drive

**Home Phone:**

615-714-2040

**Business Phone:**

**Fax Number:**

Not answered

**Email address:**

kat-ed@comcast.net

**Employer**

Williamson County Schools

**Occupation:**

Library Media Assistant

**Spouse Employer:**

Jackson

**Spouse Occupation:**

Software Development Manager

**How long have you lived in Brentwood:**

17 years

**Community Involvement:**

Local Involvement

John P. Holt Brentwood Library

Vice-Chair, Library Board, July 2016-present

Certified Trustee, Library Board, July 2015-present

Chair, Policy Committee, July 2017-present

President, Friends of the Brentwood Library, term begins July 1, 2018

Chair, FOBL Bylaws Review Committee, December 2016-May 2017

Program Chair, Friends of the Brentwood Library, July 2015-June 2017

Advisory Board, Harry Potter Alliance Chamber of Knowledge, October 2015-present

City of Brentwood

Library Board Representative, 50th Anniversary of Brentwood Steering Committee

Leadership Brentwood Class of 2018

Community Representative, Brentwood 2020 Plan Focus Group, 2013-2014

WCS Schools and PTOs

Chair, AP Exam Proctoring, Brentwood High, August 2012-present

o Hire and train 30 proctors, schedule all rooms, and administer 2,500+ exams to over 1,200 students.

Chair, Welcome Desk, Brentwood Middle, August 2015-present

Chair, Student Enrichment Committee, Brentwood High, 2014-2016

o Responsible for AP proctoring, college information nights, National Merit Scholar recognition, student grants to attend national-level competitions, faculty grants to attend professional development, endowments to art, chorus, literary magazine, and the library, Open House, Career Shadow Day packet, recognition of teacher service, honor roll rewards, photographs in the Fine Arts Hallway, and Academic Awards Ceremony.

- Chair, Academic Awards Ceremony, Brentwood High, 2013-2016
- o Responsible for invitations to 300+, 600+ printed certificates and programs, ceremony slideshow, decorations, and staffing.
- Founder and Chair, Celebrations Book Club, Lipscomb Elementary, 2005-2015
- o Added over 2,300 books to the Lipscomb Library.
- Volunteer, Front Office, Brentwood High, 2013-2016
- Volunteer, Library, Brentwood Middle, 2009-2012 & 2015-2017
- Grade-Level Team Lead, Room Parents, Lipscomb Elementary, 2009-2011 and 2013-2015
- Room Parent, Lipscomb Elementary, 2005-2015
- Chair, Welcome Desk, Lipscomb Elementary, 2003-2013
- Founding Chair, Summer Homework Party, Lipscomb Elementary, 2011-2012
- Parent Representative, Leadership Lipscomb, Lipscomb Elementary, 2006-2011
- Founding Chair, After School Enrichment Clubs, Lipscomb Elementary, 2009-2010
- Chair, Cafeteria Volunteers, Lipscomb Elementary, 2003-2006

#### Destination Imagination

- School Coordinator, Lipscomb Elementary and Brentwood High, 2013-2016
- Team Manager, Brentwood High's Destination Procrastination, 2013-2016
- o 3-time Global Finalists, placed 9th in the world 2016.
- Team Manager, Lipscomb Elementary's Greek Gods in Glasses, 2013-2015
- o Global Finalist 2014, received Renaissance Award for Outstanding Instant Challenge at 2014 DI State Tournament.
- Instant Challenge Master, Regions III & IV Tournament, 2011-2013
- Trainer of Instant Challenge Appraisers, Regions III & IV, 2010-2013
- Assistant Instant Challenge Master, Regions III & IV and State Tournaments, 2009-2011
- Head Appraiser for Instant Challenge, Regions III & IV and State Tournaments, 2007-2009

#### State-Level Involvement

##### Friends of Tennessee Libraries

- Middle Tennessee Representative, FOTL Board of Directors, March 2017-present

##### Tennessee Council of Teachers of English

- Executive Board Member, 2003-present
- NCTE Student Awards Coordinator, 2011-present
- Newsletter Editor, 2003-2009
- President, 2004-2005
- o Largest conference in organization's history. Worked with WCS and Tennessee Council of Teachers of Math to coordinate a county-wide professional development day.
- Vice-President, 2002-2004
- Member, 1991-present

#### National-Level Involvement

##### National Council of Teachers of English

- State Coordinator, Program to Recognize Excellence in Student Literary Magazines, 2008-present
- Meeting Rooms Coordinator, NCTE National Conference Local Steering Committee, 2005-2006

- o 8,000 teachers from across the world.
- o Managed all scheduling, IT requirements, and room hosts for national conference held at Opryland Hotel.

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

Even before I was appointed to the Library Board in 2015, I firmly believed that our library is the heart and soul of our community. Over the last three years, while revising policy, attending a variety of library programming and functions, and advocating for our library at Tennessee Legislative Day, I have only solidified my belief that the library serves a vital role in the lives of our residents. Our library is more relevant and valuable than ever, and its services and programming are constantly evolving to address the needs of our patrons. Since moving to Brentwood in 2001, I have been actively involved in our community in a variety of roles, but there are few things I enjoy more than introducing someone to our library or explaining how to download an ebook to a friend or recruiting someone to volunteer his/her time at the library. I would be honored to continue to serve the city I love as a member of the John P. Holt Brentwood Library Board.

**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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**From:** [tech@brentwoodtn.gov](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Wednesday, April 11, 2018 6:46:57 PM

**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:** 04/11/2018 4:43 PM  
**Response #:** 86  
**Submitter ID:** 6039  
**IP address:** 172.24.96.111  
**Time to complete:** 3 min. , 36 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:**

(o) Library Board

**What is your name?**

Wanda Bruce Graham

**Spouse's name (if applicable)?**

William D. Graham

**Address:**

414 Enclave Court

**Home Phone:**

615-832-7646

**Business Phone:**

615-491-7380



**Fax Number:**

615-832-7646

**Email address:**

wanda.bruce.graham@gmail.com

**Employer**

U.S. Army (Retired)

**Occupation:**

Community Volunteer

**Spouse Employer:**

U.S. Marine Corps (Retired)

**Spouse Occupation:**

Community Volunteer

**How long have you lived in Brentwood:**

14 1/2 years

**Community Involvement:**

\*Faithful/devoted member & volunteer @ Bethel World Outreach Church in Brentwood as part of the Ministry Team, Hospitality Team, and Project300 Outreach (a youth outreach effort)

\*President, Friends of Brentwood Library since June 2016; served as Vice-President, Friends of Brentwood Library from June 2013-June 2016; Member for almost 10 years

\*2013 Graduate of the Brentwood Citizens Police Academy

\*2017 Graduate of the Brentwood Citizens Fire & Rescue Academy

\*Board of Directors-Habitat for Humanity Williamson Maury (2010-2015); served 2 years as Secretary; since January 2017, Chair of Habitat Homeownership Committee

\*Reappointed by Governor Haslam in June 2017 to a 2nd three-year term on Board of Directors, Tennessee State Veterans Home Board; since 2017 serving as Board Secretary providing oversight to State Veterans nursing homes in 4 locations

\*Board of Directors/Past President, Middle TN Chapter Military Officer Association of America; currently Personal Affairs Officer on the Board/Retired Army Lieutenant Colonel (2003)

\*Officer, Williamson County Election Commission serving during City, County, State, & General Elections & during Early Voting; Officer of Election @ Brentwood Safety Center, Precinct 6-2

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

My almost 30-year civilian/military career of management, operational, and leadership positions have provided me the necessary skills to understand policies, programs, and procedures. I know I will be an asset to the John P. Holt Brentwood Library Board. I have been a member of the Friends of the Brentwood Library for almost 10 years and during this time I served three years as Vice-President and will end my 2-year term as President in June 2018. I have served as a Middle TN Representative on the Friends of Tennessee Libraries Board and as Friends' President on the Brentwood Library Foundation during this time. I spend and have spent numerous hours at the John P. Holt Brentwood Library since building a home in Brentwood in 2003 and love its wonderful place in our community. I want to continue being a part of making the John

P. Holt Brentwood Library better and better.

**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:**

None

**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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**From:** [tech@brentwoodtn.gov](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Monday, April 23, 2018 8:06:45 PM

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

**Form Name:** Board and Commission Applicant Information Sheet  
**Date & Time:** 04/23/2018 8:06 PM  
**Response #:** 100  
**Submitter ID:** 7143  
**IP address:** 172.24.96.111  
**Time to complete:** 9 min. , 12 sec.

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#### Survey Details

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##### Page 1

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**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:**

(o) Library Board

**What is your name?**

Walter Harrison

**Spouse's name (if applicable)?**

Not answered

**Address:**

9458 waterfall road

**Home Phone:**

6154154109

**Business Phone:**

Not answered

**Fax Number:**

Not answered

**Email address:**

walter.harrison@aon.com

**Employer**

Aon

**Occupation:**

Sales / Market Development

**Spouse Employer:**

Not answered

**Spouse Occupation:**

Not answered

**How long have you lived in Brentwood:**

14 years

**Community Involvement:**

Second Harvest Food Bank, Nashville Rescue Mission, Women's & Children's Shelter @ Nashville, & TN Soccer Club

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

Brentwood has become the ideal home for my family. I believe in giving back, serving, & doing more than my part of that giving back.

**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:**

N/A

**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:**

N/A

**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:**

None

**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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**CITY OF BRENTWOOD  
VOLUNTEER BOARDS – APPLICATION FORM**

*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.*

Identify Board of Interest: Library Board

*Please note that applications for the Planning Commission are not accepted by the City.  
Planning Commission appointments are made directly by the Mayor.*

Name: Charles R. "Chuck" Scott

Spouse's Name: Patricia A Scott

Address: 1413 Lipscomb Dr

Home Phone: 615 371 0822 Business Phone: NONE

Fax Number: NONE

E-Mail Address: scottscrp@att.net

Employer: Retired

Occupation: Retired

Spouse's Employer: Retired

Occupation: Retired

1. How many years have you lived in the City of Brentwood? Since 9/71 47 years

2. Community involvement and activities: Williamson Co. School Board (6yrs) Police + Fire Academies, Brentwood Library Board, Boy Scouts (40yrs), Brenthaven Cruise Association, Friends Brentwood Library, Brentwood United Methodist Church (comm. member)

3. Briefly summarize why you would like to serve on this board: The Brentwood Library continues to be one of the best in the state. This is a direct result of strong city and community support with a fantastic library director and staff. To continue to improve and maintain these high standards we need experience, desire, imagination + dedication which I will bring to the Brentwood Library Board

*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.*

4. 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

5. 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

6. 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.

Charles R Scott  
Signature

4/27/18  
Date

**Brentwood City Commission Agenda**

**Meeting Date:** 06/12/2018

Appointment of One (1) Member from the Board of Commissioners to the Library Board

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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**Information**

**Subject**

Appointment of One (1) Member from the Board of Commissioners to the Library Board

**Background**

The Board of Commissioners will appoint one of its members to serve on the Library Board for a three (3) year term ending June 30, 2021. Commissioner Crossley's term on the Library Board will expire June 30, 2018.

**Staff Recommendation**

n/a

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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