



**Agenda for the Regular Meeting of Board of Commissioners  
Monday, August 26, 2019 - 7:00 pm  
Brentwood City Hall**

Call to Order by Mayor  
Roll Call  
Invocation by Mayor Little  
Pledge of Allegiance to the Flag by Commissioner Macmillan  
Presentation to Brentwood School Principals  
Presentation to Recreation Service Providers  
Presentation to Community Service Providers

**Approval or Correction of Minutes**

August 12, 2019

**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 2019-07 - AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 78 OF THE MUNICIPAL CODE REGARDING DECORATIVE BANNERS ON PARKING LOT LIGHT POLES IN COMMERCIAL AND SERVICE INSTITUTION ZONING DISTRICTS, for consideration on second and final reading
2. Resolution 2019-84 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH SULLIVAN ENGINEERING, INC. FOR DESIGN SERVICES RELATED TO THE MARYLAND FARMS GREENWAY TRAIL, for adoption
3. Approval of Issuance of a Certificate of Compliance to Ann Brinkmann/Grape and Grain, LLC for Retail Sale of Alcoholic Beverages at the Lighthouse Liquors of Brentwood (7110 Town Center Way)
4. Approval to purchase bulk road salt under state contract for the winter season
5. Approval to purchase replacement vehicles for Parks and Recreation and Water Services Departments
6. Approval to purchase single axle dump truck for Water Services Department

## **Old Business**

1. Other old business

## **New Business**

1. Appointment of Carol Crigger to serve on the Historic Commission as the Planning Commission representative
2. Notice of future appointment of one (1) member to the Historic Commission (for information only)
3. Other new business

A handwritten signature in black ink, appearing to read "Kirk Bednar", with a stylized flourish at the end.

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:** 08/26/2019

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 August 12, 2019 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 Monday, August 12, 2019 at 7:00 pm at Brentwood City Hall.

Present: Mayor Rhea Little; Vice Mayor Ken Travis; Commissioner Nelson Andrews; Commissioner Mark Gorman; Commissioner Susannah Macmillan; Commissioner Regina Smithson

Absent: Commissioner Anne Dunn

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

Present: Corn; City Recorder Holly Earls

Commissioner Gorman led the Invocation. The Pledge of Allegiance was led by Mayor Little.

### **Public Hearing**

Public hearing for Ordinance 2019-07 - AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 78 OF THE MUNICIPAL CODE REGARDING DECORATIVE BANNERS ON PARKING LOT LIGHT POLES IN COMMERCIAL AND SERVICE INSTITUTION ZONING DISTRICTS

Public hearing was opened on Ordinance 2019-07.

The following persons spoke during the public hearing:

Sona Davis, 2005 Valleybrook Drive

Mark Hancock, 1813 Grey Pointe Drive

Riley Bertauski, 1839 Grey Pointe Drive

The public hearing was closed.

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

July 22, 2019

Moved by Commissioner Mark Gorman for approval of the minutes as written, seconded by Commissioner Nelson Andrews

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



### **Citizen Comments:**

Mary Hesselrode, 1915 Harpeth River Drive  
Jackie Tulumaris, 1837 Harpeth River Drive  
Steven Ross, 1936 Harpeth River Drive

### **Consent Agenda**

Resolution 2019-75 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE OMAN PROPERTY LOCATED AT 900 FRANKLIN ROAD, for adoption

Resolution 2019-78 - A RESOLUTION AUTHORIZING A ONE YEAR EXTENSION OF THE BANKING SERVICES AGREEMENT WITH FIRST TENNESSEE BANK, for adoption

Resolution 2019-81 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH TERRACON CONSULTANTS, INC. FOR MATERIALS TESTING AND INSPECTION SERVICES FOR POLICE HEADQUARTERS FACILITY, for adoption

Resolution 2019-82 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH W & O CONSTRUCTION COMPANY, INC. FOR MOORE'S LANE SEWER FORCE MAIN REPLACEMENT, for adoption

Resolution 2019-83 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH JSJ CONSTRUCTION, LLC FOR DEVEN'S DRIVE WATER LINE REPLACEMENT PROJECT, for adoption

Approval to purchase closed caption streaming appliance

Approval to purchase sickle mower for Parks and Recreation

Approval to purchase zero turn mower for Parks and Recreation

Approval to purchase two ATVs for Parks and Recreation

Moved by Commissioner Regina Smithson for approval of the items on the Consent Agenda, seconded by Commissioner Susannah Macmillan

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

### **New Business**

Resolution 2019-79 - AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$15,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION PUBLIC IMPROVEMENTS BONDS OF THE CITY OF BRENTWOOD, TENNESSEE, for adoption

Moved by Vice Mayor Ken Travis for approval, seconded by Commissioner Regina Smithson

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

Resolution 2019-80 - A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS IN AN AMOUNT NOT TO EXCEED \$15,000,000, for adoption

Moved by Commissioner Nelson Andrews for approval, seconded by Commissioner Susannah Macmillan

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

Appointment of one (1) member to the Brentwood Board of Building Construction Appeals

Dan Jordan was appointed to serve a three (3) year term expiring on August 31, 2022.

Appointments of four (4) members to the Environmental Advisory Board

Patrick Collins, Nikol Wiemer, and Drew Britt were appointed to serve a two (2) year term expiring on August 31, 2021. Chris Cummins was appointed to serve an unexpired term ending August 31, 2020.

Appointment of one (1) member to the Park Board

Daniel Spann was appointed to serve a unexpired term that ending April 30, 2020.

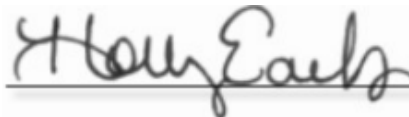
Appointment of City Commissioner to the Tree Board

Moved by Commissioner Regina Smithson to appoint Commissioner Nelson Andrews to the Tree Board, seconded by Mayor Rhea Little

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

With no further business, the meeting adjourned at 8:04 pm.

APPROVED \_\_\_\_\_



Holly Earls, City Recorder

## **Brentwood City Commission Agenda**

**Meeting Date:** 08/26/2019

Ordinance 2019-07, As Amended - Ordinance Proposing Amendments to Various Sections of the Zoning Ordinance including Article V, Signs

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

**Department:** Planning & Codes

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### **Information**

#### **Subject**

Ordinance 2019-07, As Amended, proposes amendments to various sections of Chapter 78 (Zoning Ordinance) of the Municipal Code, including the Sign Ordinance, allowing banners to be installed on parking lot light poles in commercial and service institution zoning districts.

#### **Background**

The attached Ordinance proposes modifications to several sections of Chapter 78 (Zoning Ordinance) including the Sign Ordinance regarding the installation of fabric banners on parking lot light poles in commercial and service institution zoning districts.

The amendments were developed, in part, as a result of a request from the principal of Ravenwood High School to allow the 2018/2019 senior class to gift a set of banners to the school.

Staff presented information to the Board of Commissioners regarding a proposal to expand the installation of banners on parking lot light poles in Commercial and Service Institution districts at the briefings on January 10 and June 6, 2019. The intent was to seek direction from the Board as to their desire to continue to process the proposed revisions.

Staff has completed a survey of the various projects around town that have installed banners on their parking lot light poles. Currently there are 11 projects in several zoning districts that have installed banners. The projects are detailed in the attachment below. Note that some of the projects are zoned C-1, SI-1 and SI-2, which do not currently permit banners to be mounted on parking lot light poles. Since the amendments allowing banners have been under consideration, staff has maintained limited enforcement of the current provisions of the Code until updated banner regulations are adopted.

Ordinance 2019-07 also proposes amendments to several sections of the zoning ordinance outside of the sign ordinance. Some of the proposed amendments are largely "clean up" items addressing inconsistencies found as part of the review.

To better understand the proposed amendments to Ordinance 2019-07, a summary of the modifications and a brief explanation is attached. Also attached is a current code comparison regarding banners in the various commercial and service institution districts.

The proposed ordinance was approved by the Board of Commissioners on first reading on July 8th after adopting an amendment that made the allowable sizes for banners (ten square feet) consistent in all zoning districts.

On August 5th, the Planning Commission voted nine for and zero against (9-0) to recommend approval of Ordinance 2019-07 to the Board of Commissioners.

The public hearing for this item was held August 12, 2019. All comments were in favor of the ordinance.

Staff has notified the owners of all current developments with banners to make them aware of proposed code revisions and how they may impact their existing banners.

Please contact the Planning and Codes Director if you have any questions about Ordinance 2019-07.

#### **Staff Recommendation**

Not Applicable.

#### **Previous Commission Action**

On July 8, 2019 the Board of Commissioners voted unanimously seven for and zero against (7-0) to approve Ordinance 2019-07, as amended, on first reading.

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#### **Fiscal Impact**

#### **Attachments**

Ordinance 2019-07 As Amended

Projects with Banners Installed on Parking Lot Light Poles

Summary of Proposed Code Amendments -- Revised

Code Comparison Table -- 7-9-2019

Redline Version of Proposed Changes to the Code

PC Approval Letter -- Ord. 2019-07

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**ORDINANCE 2019-07  
AS AMENDED**

**AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE PROVIDING THAT  
THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY  
REVISING SECTIONS 78-3, 78-43, 78-205, 78-225, 78-245, 78-417, 78-419, 78-420, AND  
78-421 IN REGARD TO DECORATIVE BANNERS ON INTERIOR PARKING LOT  
LIGHT STANDARDS IN COMMERCIAL AND SERVICE INSTITUTION ZONING  
DISTRICTS**

**WHEREAS**, Chapter 78 of the Code of Ordinances of the City of Brentwood contains provisions regarding the erection and maintenance of signs within the City; and

**WHEREAS**, the Board of Commissioners desires to amend said provisions, along with related provisions on development standards in the commercial and service institution zoning districts: and

**WHEREAS**, the amendments set forth herein are designed to address aesthetic and traffic safety concerns for the benefit of the public health, safety and welfare, while allowing the use of signs and banners as a medium for conveying messages.

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

**SECTION 1.** That section 78-3 of Chapter 78, Article I, Division I, of the Code of Ordinances of the City of Brentwood shall be amended by revising the following definition inserted in the appropriate alphabetical order:

*Planned development:* means an interrelated development adhering to a master development plan and located on a single tract of land, or on two or more tracts of land which may be separated only by a street or other right-of-way. A planned development may be characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines or by two or more tracts in separate ownership and with separate structures.

**SECTION 2.** That section 78-43 of Chapter 78, Article II, Division I, subsection (a)(6) of the Code of Ordinances of the City of Brentwood shall be amended by revising the following definition to read as follows:

*Development plan* means:

- (6) A master plan for a planned commercial development approved by the planning commission pursuant to section 78-205(12), section 78-225(12), section 78-245(12) or section 78-255(8) herein; or

**SECTION 3.** That section 78-43 of Chapter 78, Article II, Division I, subsection (b)(3)(a) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- a. Approval by the planning commission of a master plan for a planned commercial development pursuant to section 78-205(12), section 78-225(12), section 78-245(12) or section 78-255(8) herein shall become effective upon the date the planning commission votes to approve the master plan. An approved master plan shall be vested for a period of three years from the date of approval.

**SECTION 4.** That sections 78-205, 78-225 and 78-245, subsections (12)(a)(b) and (c) of Chapter 78, Article III, Divisions 6, 7 and 8, of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- a. The planning commission may approve a master plan for the overall development of two or more tracts of land in separate ownership as a planned development as defined in section 78-3, provided that the minimum requirements set forth in section 78-11 for frontage to a public street or private access easements are met. The approved master plan shall show the location and placement of all proposed lots, buildings and open space for the entire development and shall also show any area within the development which is proposed to be arranged or grouped so as to allow for common parking, vehicle access and internal circulation, storm drainage, and signage. No site plan or subdivision plat that is inconsistent with the approved master plan shall be approved unless an amended master plan is first submitted to and approved by the planning commission.
- b. In a planned commercial development characterized by a single structure or two or more adjoining structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.
- c. In a planned commercial development characterized by a single structure or two or more tracts in separate ownership and with separate structures, each lot shall meet the minimum technical standards for green space as provided in this section. If a lot in such a development is created without frontage to a public street, the planning commission shall determine which yards shall be treated as the front, rear and side yards after review and recommendation of the planning department. No lot in such a development may be created in such a way as to leave any tract of land without frontage on and/or designated access to a public street.

**SECTION 5.** That section 78-255, subsection (8)(b) of Chapter 78, Article III, Division 9, of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- b. In a planned commercial development characterized by a single structure or two or more adjoining structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green

space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.

**SECTION 6.** That section 78-417 of Chapter 78, Article V, Division 16, of the Code of Ordinances of the City of Brentwood shall be amended by revising the following definitions inserted in the appropriate alphabetical order:

*Banner* means any sign made of fabric or other flexible material that is mounted to a pole or otherwise mounted to allow movement caused by wind, or mounted on the ground and supported by poles. Flags, as defined herein, shall not be considered as banners under this article. Banners may be mounted on interior parking lot light poles within commercial and service institution districts, as permitted herein, and may display generic, seasonal or holiday graphics, and/or the name or logo of the development only. Banners shall not contain a commercial message. Banners must be made of weather resistant materials and mounted using rust proof materials. All banners shall be maintained in good repair and uniform in appearance and theme.

*Commercial message* means any wording or other representation that directly or indirectly names, advertises or calls attention to an individual business, product, service or other commercial activity, including wording such as "open," "grand opening", "sale" or "closing" in order to draw attention to a business.

*Directory sign* means a sign located at a driveway intersection within a service institution district property or a commercial subdivision, including signs with such information as the names and locations of the occupants and facilities located within the property.

**SECTION 7.** That section 78-419 of Chapter 78, Article V, Division 16, subsection (n) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (n) Any commercial sign located in a service institution or residential district unless otherwise provided for in this article.

**SECTION 8.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (c) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (c) *Signs allowed in service institution districts :*

**SECTION 9.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (c)(2)(c) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- c. *Temporary signs, except banners.* Temporary freestanding signs shall be limited to two per lot at any given time. Such signs include but are not limited to construction signs, political preference signs and social/special event announcements.

**SECTION 10.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (c)(4) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (4) *Athletic field signs and scoreboards.* Such signs and scoreboards shall be erected or mounted in a safe and secure manner. Scoreboard illumination shall comply with applicable lighting requirements for the underlying service institution district. Electronic message displays that are incorporated into scoreboards shall be operated at no other time except one hour prior to an athletic event until 30 minutes after the event has concluded, and during maintenance and testing periods, provided that no such electronic message display shall be operated between 10:30 p.m. and 7:00 a.m. Commercial messages shall not be displayed on any scoreboard other than on an electronic message display.

*Specifications:* Athletic field signs other than scoreboards shall be limited to a height of six feet and an area of 60 square feet each. A scoreboard, including any electronic message display, may not exceed a height of 30 feet. An electronic message display incorporated into a scoreboard may not exceed 200 square feet in area.

**SECTION 11.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (c) of the Code of Ordinances of the City of Brentwood shall be amended by inserting a new subsection (6), to read as follows:

- (6) *Decorative banners.* Decorative banners may be displayed on interior parking lot light poles within a service institution district. Such banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. Banners shall not contain a commercial message.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total of ten (10) square feet in area per banner. Up to a maximum of two banners mounted on opposite sides of the light pole may be permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if banners do not extend over a paved accessway, sidewalk or parking area. Banners may be displayed on no more than twenty-five percent (25%) of the interior light poles within the project.

**SECTION 12.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (d) of the Code of Ordinances of the City of Brentwood shall be amended by inserting a new subsection number (6), to read as follows:

- (6) *Decorative banners.* Decorative banners may be displayed on light poles within a planned commercial office development. Such banners may display generic, seasonal or holiday graphics. Banners shall not contain a commercial message.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total of ten (10) square feet in area per banner. A maximum of two banners mounted on opposite sides of the light pole are permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if banners do not extend over a paved accessway, sidewalk or parking area. Banners



may be displayed on no more than twenty-five percent (25%) of the interior light poles within the project.

**SECTION 13.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (e)(9) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (9) *Decorative banners.* Decorative banners may be displayed on interior parking lot light poles within a planned commercial retail or mixed use development. Such banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. Banners shall not contain a commercial message.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total area of ten (10) square feet per banner. A maximum of two banners mounted on opposite sides of the light pole are permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if they do not extend over a paved accessway, sidewalk or parking area.

**SECTION 14.** That section 78-420 of Chapter 78, Article V, Division 16, subsection (f)(6) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (6) *Decorative banners.* Decorative banners may be displayed on interior parking lot light poles within a planned commercial retail or mixed use development. Such banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. Banners shall not contain a commercial message.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total area of ten (10) square feet per banner. A maximum of two banners mounted on opposite sides of the light pole are permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if the banners do not extend over a paved accessway, sidewalk or parking area.

**SECTION 15.** That section 78-421 of Chapter 78, Article V, Division 16, subsection (d) of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

- (d) *Letter of compliance.* Prior to erecting or displaying a sign or banner, a property owner or tenant or the agent of a property owner or tenant may submit a written request to the sign administrator for verification that the sign or banner as proposed complies with the requirements of this article. The sign administrator may require that any person requesting such verification complete such forms or submit such information as may be needed by the sign administrator to make a determination.

**SECTION 16.** 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 17.** 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 18.** That this ordinance shall take effect on September 1, 2019, or upon publication of notice of final 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:	<u>Williamson A.M.</u>
PUBLIC HEARING			Date of publication:	_____
	Notice published in:	_____n/a		
	Date of publication:	_____		
	Date of hearing:	_____	EFFECTIVE DATE	_____9/1/2019

\_\_\_\_\_  
MAYOR Rhea E. Little, III

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

*Approved as to form:*

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

**DECORATIVE BANNERS ON PARKING LOT LIGHT POLES  
JUNE 2019**

<b>PROJECT NAME</b>	<b>LOCATION</b>	<b>ZONING</b>	<b># BANNERS</b>	<b>PROJECT AREA (AC)</b>	<b>BANNR SIZE EST.</b>	<b>SIZE (SF)</b>	<b># OF LIGHT POLES</b>	<b>COMMENTS</b>
Brentwood Academy	219 Granny White Pike	SI-2	22	49.21	18"x36"	4.50	40	BA 50th Anniversary banner
Brentwood Baptist Church	7777 Concord Rd.	SI-1	10	57.65	24"x60"	10.00	97	BBC 50th Anniversary banner
Brentwood Place SC	330 Franklin Rd.	C-2	56	29.95	24"x60"	10.00	37	Double Banners on 28 Light Poles - Commercial Message
Brentwood United Methodist Church	309 Franklin Rd	SI-1	12	13.09	18"x30"	3.75	25	Single Banners on Light Poles -- Church Name on Banners
CityPark Brentwood	Executive Ctr. Dr.	C-2	10	4.75	18"x24"	3.00	29	Single Banners on Light Poles -- Commercial Message
Creekside Crossing	101 Creekside Crossing	C-2	22	8.72	24"x48"	8.00	27	Double Banners on 10 Light Poles ** - Holiday/Winter Design
Hill Center Brentwood	201 Franklin Rd.	C-2	8	17.00	18"x42"	5.25	142	Double Banners on Four Light Poles - Commercial Message Logo
Jordan Elementary School	9714 Split Log Rd.	SI-2	8	71.00	24"x48"	8.00	5	Single Banners on Eight Light Poles
Lakeside Center	214 Ward Circle	C-2	8	3.07	24"x42"	7.00	10	Double Banners on Four Light Poles - Commercial Message
Tapestry	300/400 Centerview Dr.	C-4	4	7.03	18"x36"	4.50	5	Single Banners on Light Poles -- Commercial Message -- Along entrance drive only
Tractor Supply	5401 Virginia Way	C-1/SR	6	17.33	18"x60"	7.50	46	Single Banners on Light Poles -- Commercial Message
** Four Banners on Two Light Poles in Metro								

### SUMMARY OF PROPOSED AMENDMENTS -- ORDINANCE 2019-07

<b>ZONING ORDINANCE SECTION</b>	<b>ORDINANCE 2019-07 REFERENCE</b>	<b>EXPLANATION</b>
78--3	Section 1	Amendment to Definition "Planned Development" -- addition of the words " <i>a single structure</i> " in the second sentence.
78-43(a)6	Section 2	Clean-up item -- Corrected the reference for Section 78-255(8) changing from subsection 7.
78-43(b)3a	Section 3	Clean-up item -- Corrected the reference for Section 78-255(8) changing from subsection 7.
78-205(12)a, b & c 78-225(12)a, b & c and 78-245(12)a, b & c	Section 4	Amend the three subsections deleting " <i>in excess of five acres</i> " in subsection (a). Amends subsections (b & c) by adding " <i>a single structure</i> " to the first sentence of each
78-255(8)b	Section 5	Amends subsection (b) by adding " <i>a single structure</i> " to the first sentence
78-417	Section 6	Amends the definition of Banner by adding the last four sentences; Amends the definition of Commercial message by removing "logo, symbol, image"; clean up the definition of directory sign changing the word " <i>institution al to Institution</i> " to reflect the correct name of the SI district
78-419(n)	Section 7	Clean up -- Correct the reference to the name of the SI zoning district from " <i>institution al to institution</i> "
78-420(C)	Section 8	Clean up -- Correct the reference to the name of the SI zoning district from " <i>institution al to institution</i> "
78-420(c)2c	Section 9	Amend Temporary Sign requirements removing the word " <i>including</i> " and replacing with the word " <i>except</i> "
78-420(c)4	Section 10	Clean up -- Correct the reference to the name of the SI zoning district from " <i>institution al to institution</i> "
78-420(c)6	Section 11	Amend section by inserting a new subsection (6) to allow banners on parking lot light poles in SI districts
78-420(d)6	Section 12	Amend section by inserting a new subsection (6) to allow banners on parking lot light poles in C-1 districts.
78-420(e)9	Section 13	Amend section by expanding the requirements for banners on parking lot light poles in C-2 & C-3 districts.
78-420(f)6	Section 14	Amend section by expanding the requirements for banners on parking lot light poles in C-4 districts.
78-421(d)	Section 15	Amend section inserting the words " <i>or banner</i> " in two places within the paragraph.

BANNER CODE COMPARISON			
Zoning District	Existing Code	Proposed Code	Proposed Size
C-1	No allowance for banners	Banners may display generic, seasonal or holiday graphics. No commercial message or name of specific product or individual business is permitted. <b><i>Allow banners on up to 25% of interior light poles.</i></b>	10 sq. ft.
C-2	Decorative banners may be displayed on light poles in a planned commercial retail or mixed use development. Commercial messages are prohibited. <b><i>No limit on number of poles, or size of banners</i></b>	Banners may be displayed on interior parking lot light poles in a planned commercial retail or mixed use development. Banners may display generic, seasonal or holiday graphics and/or the name or logo of the development. No commercial message or name of a specific product or individual business is permitted. <b><i>No limit on number of light poles.</i></b>	10 sq. ft.
C-3	Same as C-2	Same as C-2	10 sq. ft.
C-4	Same as C-2	Same as C-2	10 sq. ft.
SI-1	Temporary signs, including banners are limited to two per lot at any given time. The signs include but are not limited to construction signs, political preference signs and social/special event announcements. Size requirements -- 32 sf, banners with 2 sign faces shall not exceed 16 sf each side. <b><i>No allowance for banners mounted on light poles</i></b>	Banners may be displayed on interior parking lot light poles within an SI district. Banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. No commercial messages. <b><i>Allow banners on up to 25% of interior light poles.</i></b>	10 sq. ft.
SI-2	Same as SI-1	Same as SI-1	10 sq. ft.
SI-3	Same as SI-1	Same as SI-1	10 sq. ft.
SI-4	Same as SI-1	Same as SI-1	10 sq. ft.

**Sec. 78-3. Definitions. (Ordinance 2019-07 – Section 1)**

*Planned development* means an interrelated development adhering to a master development plan and located on a single tract of land, or on two or more tracts of land which may be separated only by a street or other right-of-way. A planned development may be characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines or by two or more tracts in separate ownership and with separate structures.

**Sec. 78-43. Timeline for approval; vested rights. (78-43)(a) (Ordinance 2019-07 – Section 2)**

- (6) A master plan for a planned commercial development approved by the planning commission pursuant to section 78-205(12), section 78-225(12), section 78-245(12) or section 78-255(~~78~~) herein; or

**Sec. 78-43(b)(3)(a) Planned commercial development master plans. (Ordinance 2019-07 – Section 3)**

- a. Approval by the planning commission of a master plan for a planned commercial development pursuant to section 78-205(12), section 78-225(12), section 78-245(12) or section 78-255(~~78~~) herein shall become effective upon the date the planning commission votes to approve the master plan. An approved master plan shall be vested for a period of three years from the date of approval.

**Sec. 78-205(12). Technical standards – C-1. (Ordinance 2019-07 – Section 4)**

Planned commercial developments:

- a. The planning commission may approve a master plan for the overall development of a tract of land ~~in excess of five acres~~ as a planned development as defined in section 78-3, provided that the minimum requirements set forth in section 78-11 for frontage to a public street or private access easements are met. The approved master plan shall show the location of all proposed lots, buildings and green space for the entire development and shall also show any area within the development which is proposed to be arranged or grouped so as to allow for common parking, vehicle access and internal circulation, storm drainage, and signage. No site plan or subdivision plat that is inconsistent with the approved master plan shall be approved unless an amended master plan is first submitted to and approved by the planning commission.
- b. In a planned commercial development characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.
- c. In a planned commercial development characterized by a single structure or two or more tracts in separate ownership and with separate structures, each lot shall meet the minimum technical standards for green space as provided in this section. If a lot in such a development is created without frontage to a public street, the planning commission shall determine which yards shall be treated as the front, rear and side yards after review and recommendation of

the planning department. No lot in such a development may be created in such a way as to leave any tract of land without frontage on and/or designated access to a public street.

**Sec. 78-225(12). Technical standards – C-2 (Ordinance 2019-07 – Section 4)**

- a. The planning commission may approve a master plan for the overall development of a tract of land ~~in excess of five acres~~ as a planned development as defined in section 78-3, provided that the minimum requirements set forth in section 78-11 for frontage to a public street or private access easements are met. The approved master plan shall show the location of all proposed lots, buildings and green space for the entire development and shall also show any area within the development which is proposed to be arranged or grouped so as to allow for common parking, vehicle access and internal circulation, storm drainage, and signage. No site plan or subdivision plat that is inconsistent with the approved master plan shall be approved unless an amended master plan is first submitted to and approved by the planning commission.
- b. In a planned commercial development characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.
- c. In a planned commercial development characterized by a single structure or two or more tracts in separate ownership and with separate structures, each lot shall meet the minimum technical standards for green space as provided in this section. If a lot in such a development is created without frontage to a public street, the planning commission shall determine which yards shall be treated as the front, rear and side yards after review and recommendation of the planning department. No lot in such a development may be created in such a way as to leave any tract of land without frontage on and/or designated access to a public street.

**Sec. 78-245. Technical standards – C-3 (Ordinance 2019-07 – Section 4)**

- a. The planning commission may approve a master plan for the overall development of a tract of land ~~in excess of five acres~~ as a planned development as defined in section 78-3, provided that the minimum requirements set forth in section 78-11 for frontage to a public street or private access easements are met. The approved master plan shall show the location of all proposed lots, buildings and green space for the entire development and shall also show any area within the development which is proposed to be arranged or grouped so as to allow for common parking, vehicle access and internal circulation, storm drainage, and signage. No site plan or subdivision plat that is inconsistent with the approved master plan shall be approved unless an amended master plan is first submitted to and approved by the planning commission.
- b. In a planned commercial development characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.
- c. In a planned commercial development characterized by a single structure or two or more tracts in separate ownership and with separate structures, each lot shall meet the minimum

technical standards for green space as provided in this section. If a lot in such a development is created without frontage to a public street, the planning commission shall determine which yards shall be treated as the front, rear and side yards after review and recommendation of the planning department. No lot in such a development may be created in such a way as to leave any tract of land without frontage on and/or designated access to a public street.

**Sec. 78-255. Technical standards – C-4 (Ordinance 2019-07 – Section 5)**

- b. In a planned commercial development characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.

**Sec. 78-417. Definitions. (Ordinance 2019-07 – Section 6)**

*Banner* means any sign made of fabric or other flexible material that is mounted to a pole or otherwise mounted to allow movement caused by wind, or mounted on the ground and supported by poles. Flags, as defined herein, shall not be considered as banners under this article. Banners may be mounted on parking lot light poles within commercial or service institution districts, as permitted herein, and may display, generic seasonal or holiday graphics and/or the name or logo of the development only. Banners shall not contain a commercial message or promote a specific product or individual business. Banners must be made of weather resistant materials and mounted using rust-proof materials. All banners shall be maintained in good repair and be uniform in appearance and theme.

*Commercial message* means any wording, ~~logo, symbol, image~~ or other representation that directly or indirectly names, advertises or calls attention to a business, product, service or other commercial activity, including wording such as "open," "grand opening", "sale" or "closing" in order to draw attention to a business.

*Directory sign* means a sign located at a driveway intersection within a service institution~~a~~ district property or a commercial subdivision, including signs with such information as the names and locations of the occupants and facilities located within the property.

**Sec. 78-419. Prohibited signs. (Ordinance 2019-07 – Section 7)**

- (n) Any commercial sign located in a service institution~~a~~ or residential district unless otherwise provided for in this article.

**Sec. 78-420(c). Allowable signs by zoning district. (Ordinance 2019-07 – Section 8)**

- (c) *Signs allowed in service institution~~a~~ districts :*

**Sec. 78-420(c)(2)(c). (Ordinance 2019-07 – Section 9)**

- d. *Temporary signs, ~~including except~~ banners .* Temporary freestanding signs shall be limited to two per lot at any given time. Such signs include but are not limited to construction signs, political preference signs and social/special event announcements.



**Sec. 78-420(c)(2)(c). (Ordinance 2019-07 – Section 10)**

- (4) *Athletic field signs and scoreboards* . Such signs and scoreboards shall be erected or mounted in a safe and secure manner. Scoreboard illumination shall comply with applicable lighting requirements for the underlying service institution~~al~~ district. Electronic message displays that are incorporated into scoreboards shall be operated at no other time except one hour prior to an athletic event until 30 minutes after the event has concluded, and during maintenance and testing periods, provided that no such electronic message display shall be operated between 10:30 p.m. and 7:00 a.m. Commercial messages shall not be displayed on any scoreboard other than on an electronic message display.

**Sec. 78-420(c). (Ordinance 2019-07 – Section 11)**

- (6) *Decorative banners.* Decorative banners may be displayed on interior parking lot light poles within a service institution district. Such banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. Banners shall not contain a commercial message.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total of eight (8) square feet in area per banner. Up to a maximum of two banners mounted on opposite sides of the light pole may be permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if banners do not extend over a paved accessway, sidewalk or parking area. Banners may be displayed on no more than twenty-five percent (25%) of the interior light poles within the project.

**Sec. 78-420(d)(6). (Ordinance 2019-07 – Section 12)**

- (6) *Decorative banners.* Decorative banners may be displayed on light poles within a planned commercial office development. Such banners may display generic, seasonal or holiday graphics. Banners shall not contain a commercial message or promote an individual business.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total of eight (8) square feet in area per banner. A maximum of two banners mounted on opposite sides of the light pole are permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if banners do not extend over a paved accessway, sidewalk or parking area. Banners may be displayed on no more than twenty-five percent (25%) of the interior light poles within the project.

**Sec. 78-420(e)(9). (Ordinance 2019-07 – Section 13)**

- (9) *Decorative banners.* Decorative banners may be displayed on interior parking lot light poles within a planned commercial retail or mixed use development. Such banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. Banners shall not contain a commercial message or promote a specific product or individual business.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total area of ten (10) square feet per banner. A maximum of two banners mounted on opposite sides of the light pole are permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom

of the banner. Alternate heights may be approved by staff, if they do not extend over a paved accessway, sidewalk or parking area.

**Sec. 78-420(f)(6). (Ordinance 2019-07 – Section 14)**

(6) *Decorative banners.* Decorative banners may be displayed on interior parking lot light poles within a planned commercial retail or mixed use development. Such banners may display generic, seasonal or holiday graphics, and/or the name or logo of the development. Banners shall not contain a commercial message or promote a specific product or individual business.

*Specifications:* Banners having two faces may be installed on interior parking lot light poles, not to exceed a total area of ten (10) square feet per banner. A maximum of two banners mounted on opposite sides of the light pole are permitted. Banners must be mounted a minimum of twelve (12) feet above the surface of the parking lot, as measured from the bottom of the banner. Alternate heights may be approved by staff, if they do not extend over a paved accessway, sidewalk or parking area.

**Sec. 78-421(d). Administration and enforcement. (Ordinance 2019-07 – Section 15)**

- (d) *Letter of compliance.* Prior to erecting or displaying a sign or banner, a property owner or tenant or the agent of a property owner or tenant may submit a written request to the sign administrator for verification that the sign or banner as proposed complies with the requirements of this article. The sign administrator may require that any person requesting such verification complete such forms or submit such information as may be needed by the sign administrator to make a determination.

RHEA E. LITTLE, III  
MAYOR  
  
KEN TRAVIS  
VICE MAYOR  
  
KIRK BEDNAR  
CITY MANAGER



COMMISSIONERS


NELSON ANDREWS  
ANNE DUNN  
MARK GORMAN  
SUSANNAH MACMILLAN  
REGINA SMITHSON

CITY OF BRENTWOOD  
PLANNING AND CODES DEPARTMENT

**PLANNING AND CODES DEPARTMENT MEMORANDUM  
2019-17**

**TO:** Honorable Mayor and City Commission Members

**THROUGH:** Kirk Bednar, City Manager

**FROM:** Jeff Dobson, Planning and Codes Director 

**SUBJECT:** **ORDINANCE 2019-07 AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY REVISING SECTIONS 78-3, 78-43, 78-205, 78-225, 78-245, 78-417, 78-419, 78-420, AND 78-421 IN REGARD TO DECORATIVE BANNERS ON INTERIOR PARKING LOT LIGHT STANDARDS IN COMMERCIAL AND SERVICE INSTITUTION ZONING DISTRICTS**

**DATE:** August 6, 2019

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At its August 5, 2019 regular meeting, the Planning Commission voted nine for and zero against (9-0) to forward a recommendation of approval of Ordinance 2019-07 to the Board of Commissioners.

## **Brentwood City Commission Agenda**

**Meeting Date:** 08/26/2019

Resolution 2019-84 - Amendment to Agreement with Sullivan Engineering for Engineering Design Services for Maryland Farms Greenway Trail

**Submitted by:** Kirk Bednar, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Resolution 2019-84 - Amendment to Agreement with Sullivan Engineering for Engineering Design Services for Maryland Farms Greenway Trail

#### **Background**

In April of 2018, the Board of Commissioners authorized an agreement with Sullivan Engineering, Inc. (SEI) for engineering design services associated with the Maryland Farms Greenway trail in the amount of \$89,263.50. With construction of the trail now underway, an amendment to this agreement is needed to address 1.) additional services required due to the decision to reduce the scope of the trail project and rebid; and, 2.) the addition of construction engineering services. Construction engineering services include construction observation, responding to contractor requests for information, issuance of construction directives, verification of materials quantities, and invoice review and approval. The total cost of these additional services is \$15,200.

With construction of the trail well underway, indications are that the actual construction costs will be below the bid amount, primarily because of favorable soil conditions. As a result, these additional engineering services will not require any increase in the overall project budget.

If you have any questions, please contact the City Manager.

#### **Staff Recommendation**

Staff recommends approval of Resolution 2019-84.

#### **Previous Commission Action**

The Board of Commissioners approved the initial agreement with Sullivan Engineering via Resolution 2018-33 on April 23, 2018.

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### **Fiscal Impact**

**Amount :** \$15,200

**Source of Funds:** Capital Projects Fund

**Account Number:** 311-43100-1001

**Fiscal Impact:**

Sufficient funds are available in the FY 2020 Capital Projects Fund budget for this trail project.

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### **Attachments**

Resolution 2019-84

Amendment No. 1 to COB Contract 2018-011

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**RESOLUTION 2019-84**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND SULLIVAN ENGINEERING, INC. FOR DESIGN SERVICES RELATED TO THE MARYLAND FARMS GREENWAY TRAIL, 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 amendment to the agreement by and between the City of Brentwood and Sullivan Engineering, Inc. for design services related to the Maryland Farms Greenway Trail, a copy of said amendment 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

\_\_\_\_\_  
Rhea E. Little, III

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

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

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

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



**August 8, 2019**

Mr. Todd Hoppenstedt, Brentwood Public Works Director  
P.O. Box 788  
Brentwood, TN 37027

RE: Contract Amendment for Construction Administration  
Maryland Farms Trail  
Project length 4,3140+/- L.F.  
SEI #18-001

Dear Todd:

May 2018 the City of Brentwood and Sullivan Engineering, Inc. (SEI) entered into an agreement for the design of Maryland Farms Trail. Based on historical data it is often difficult to ascertain an estimated budget for Construction Administration prior to award of a Construction Contract, as time involvement can vary significantly from contractor to contractor, as some contractor's requires more hands on than others. Oversight of a roadway or trail as it relates to Contract Administration and Construction Observations contains many variables in time required with field visits, site observations and construction management administering contract. SEI's Construction Administration estimate is based on a 4 month (16 week) construction time line, with 4 to 5 hours allocated per week. I feel with cooperation of all parties (contractor, City Staff and SEI), time allocation estimated for Construction Administration hopefully can be reduced resulting in a savings to the City. The Table below indicates the estimated Man-hours required.

<b>Construction Administration and Observation</b>	<b>Hourly Fee</b>	<b>Hours Complete</b>	<b>Fee Completed</b>
Professional Engineer	\$175.69	12.00	\$2,108.28
Staff Assoc/Project Coordinator	\$130.26	55.00	\$7,164.30
Roadway Designer II	\$111.40	8.09	\$900.96
Cadd Tech	\$99.41	0.00	\$0.00
Stormwater Inspection	\$94.10	0.00	\$0.00
Reproduction/Computer Plots/Mileage			\$0.00
<b>Total</b>			<b>\$10,173.54</b>

As you are aware after the initial bid was received and evaluated, various issues arose and it was determined that in the best interest of all involved to shorten the project length and Advertise for new Bids. To do this it required modification of the design documents, recalculation of quantities and updates to the Project Manual. To keep the project moving and try to maintain earlier agreed upon project completion dates SEI, made the necessary modifications prior to a contract Amendment. Therefore, as part of this Budget Amendment, SEI would request reimbursement for the time it took to make the required modifications to rebid the project. The Table below indicates the Man-hours required to make the changes.

<b>Re-Design for Shortened Project</b>	<b>Hourly Fee</b>	<b>Hours Complete</b>	<b>Fee Completed</b>
Professional Engineer	\$175.69	2.00	\$351.38
Staff Assoc/Project Coordinator	\$130.26	24.00	\$3,126.24
Roadway Designer II	\$111.40	12.00	\$1,336.80
Cadd Tech	\$99.41	0.00	\$0.00
Stormwater Inspection	\$94.10	0.00	\$0.00
Reproduction/Computer Plots/Mileage			\$212.04
<b>Total</b>			<b>\$5,026.46</b>

The Table below summarizes SEI's additional services request be added as a Supplemental services Agreement to the original Design & Construction Budget. The variables associated with Construction Administration make it difficult to ascertain actual cost, however; the estimated budget analysis provided by SEI, is what we consider to be a worst case scenario. Therefore, Construction Administration, would be a "Not to Exceed" and services performed would be as requested by City Staff.



<b>SUMMARY OF ADDITIONAL SERVICES</b>		
<b>Re-Design for Shortened Project</b>	<b>SUB. Budget</b>	<b>Budget</b>
Supplemental engineering services required to prepare Fiber Communications Design documents, estimated quantities and technical engineering	<b>\$0.00</b>	<b>\$5,026.46</b>
<b>Construction Administration and Observation</b>	<b>SUB. Budget</b>	<b>Budget</b>
Construction Administration Services	<b>\$0.00</b>	<b>\$10,173.54</b>
Field Observations (Weekly)		
Review pays request monthly		
Prepare Change Orders and Directives		
Prepare Proposal Request		
Prepare Supplemental Instructions		
Review and approve all submittals and shop drawings		
Project and Contract Management		
Final Walkthrough:		
Project Closure Documents		
<b>TOTAL BUDGET THIS AGREEMENT</b>		<b>\$15,200.00</b>

I hope this proposal meets with your approval. Please phone after you have had a chance to review this proposal or if there are any questions.

Sincerely,

**Sullivan Engineering, Inc.**

*Paul Collins*

Paul V. Collins, Jr.

Vice President

Cc: Mr. Kirk Bednar, Brentwood City Manager  
Mr. Jeff Donegan, City of Brentwood

Supplement to

“Agreement between OWNER and ENGINEER for Professional Services”

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Covered Transactions:**

**The Consultant certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible , or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
  - 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
  - 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  - 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
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**Equal Employment Opportunity:**

- a) In connection with the performance of any work on this project, the Consultant shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
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**Title VI- Civil Rights Act of 1964:**

- a) The Consultant shall comply with all the requirements imposed by the Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Consultant shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964m 49 C.F.R., Part 21, and related statutes and regulations.
- 

**Conflicts of Interest:**

No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, employee, sub-contractor, or consultant to the City in connection with any work contemplated or performed relative to this Agreement.

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**D.20 Inspection:**

- a) The Consultant shall permit, and shall require its sub-contractor(s) or materials vendor to permit, the TN Department of Transportation's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, record and to audit the books, record and accounts pertaining to the financing and development of the Project.

## **Exhibit “A”**

Exhibit A, C.O.B. work order \_\_\_\_\_, Maryland Farms Trail

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated October 27, 1998.

**Initial:**  
OWNER \_\_\_\_\_  
ENGINEER *PC*

## **ENGINEER's Services**

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Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties.  
ENGINEER shall provide Basic and Additional Services as set forth below.

### **PART 1 -- BASIC SERVICES**

#### **A1.01 Study and Report Phase**

**A. ENGINEER shall:**

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate up to three alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.

**B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.**

#### **A1.02 Preliminary Design Phase (includes Right-of-Way Phase)**

**A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:**

1. On the basis of the above acceptance, selection, and authorization, prepares Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written

descriptions of the Project.

2. Provide the following services:
    - Preliminary Design and Right-of-Way Design in accordance with Tennessee's Department of Transportation (T.D.O.T.) Design Guidelines.
    - Prepare Water Quality Permit
    - Property Acquisition Descriptions
  2. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services. The following will be included in the Engineer's Basic Services:
    - Utility mapping will be based upon information obtained from utility owners.
    - Computer plots and Reproduction cost
  4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.
  5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
  6. Furnish the Preliminary Design Phase documents to and review them with OWNER.
  7. Submit to OWNER 3 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost in accordance with the attached schedule after authorization to proceed with this phase.
- B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

#### *A1.03 Final Design Phase (Construction Design Phase)*

A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute and T.D.O.T. Standard Drawings and Specifications.
2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any

adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.

4. In accordance to T.D.O.T. Guidelines, perform or provide the following additional Final Design Phase tasks or deliverables:

5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.

6. Submit two final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER in accordance with the attached schedule after authorization to proceed with this phase.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one.

D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

#### *A1.04 Bidding or Negotiating Phase*

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

#### A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.

4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.



b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an

independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by

the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.

c. ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

#### A1.06 *Post-Construction Phase*

A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Together with Owner, visit the project to observe any apparent defects in the work, assist OWNER in consultations and discussions with Contractor concerning corrections of any such defects, and make recommendations as to replacement or corrections of Defective Work, if present
2. Perform or provide the following additional Post-Construction Phase tasks or deliverables:

3. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring OWNER's Authorization in Advance*

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

#### A2.02 *Required Additional Services*

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing

promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

## **Exhibit “C”**

Exhibit C, C.O.B. work order \_\_\_\_\_, Maryland Farms Trail

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated October 27, 1998.

**Initial:**  
OWNER \_\_\_\_\_  
ENGINEER *PC*

#### **Payments to ENGINEER for Services and Reimbursable Expenses**

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Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

#### **ARTICLE 4 -- PAYMENTS TO THE ENGINEER**

##### **C4.01 For Basic Services Having A Determined Scope --Lump Sum Method of Payment**

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum (Budgeted/Authorized) amount of \$827,000.00 based on the following assumed distribution of compensation:

### **Authorized Budget**

<b>Task Required</b>	<b>2018 Budget</b>
Survey Task 1 (Topographic Data, Owners, Deed Research, Property Lines, Acquisition Table) Compatible with the GIS Coordinate System	\$29,842.50
Survey Task 2 (Stake centerline and existing property corners)	\$6,428.50
Survey Task 3 (Supplemental topographic field work to provide ingress/egress design data)	\$4,542.50
<b>SUB-TOTAL SURVEY</b>	<b>\$40,813.50</b>
Preliminary Design Documents (A determination will need to be made prior to initiating design on termini's)	\$16,000.00
Property owner Involvement (Meetings and Displays for ingress/egress agreements, Safety Concerns, and Design Questions)	\$7,500.00
R-O-W Design Documents (No State Involvement)	\$8,500.00
Construction Documents (No State Involvement, One bid Package)	\$10,000.00
Final quantities, details, notes and standard drawings	\$2,000.00
Construction project manual (EJCDC Bid Documents, with TDOT Material Specifications)	\$1,000.00
Distribution of Design Documents to Existing Utilities', for relocation purposes. (Does not include design or survey services)	\$250.00
<b>SUB-TOTAL ROADWAY</b>	<b>\$45,250.00</b>
Reproduction (PDF's, & 7 copies of Bid Documents)	\$700.00
Preparation and Attendance at a Public Meeting (Public Meeting Display, 2 copies), (Court Reporter and additional Printing of Documents by the City)	\$2,500.00
<b>SUB-TOTAL MISCELLANEOUS</b>	<b>\$3,200.00</b>
<b>TOTAL</b>	<b>\$89,263.50</b>



**Sub-Total Authorized Budgeted                      \$89,263.50**

The following Tables address project changes as related to the Engineering Design Budget inclusive of estimated permit and mitigation fees.

**Supplement One**

**Table “A”**

<b>SUMMARY OF ADDITIONAL SERVICES</b>		
<b>Re-Design for Shortened Project</b>	<b>SUB. Budget</b>	<b>Budget</b>
Supplemental engineering services required to prepare Fiber Communications Design documents, estimated quantities and technical engineering	<b>\$0.00</b>	<b>\$5,026.46</b>
<b>Construction Administration and Observation</b>	<b>SUB. Budget</b>	<b>Budget</b>
Construction Administration Services	<b>\$0.00</b>	<b>\$10,173.54</b>
Field Observations (Weekly)		
Review pays request monthly		
Prepare Change Orders and Directives		
Prepare Proposal Request		
Prepare Supplemental Instructions		
Review and approve all submittals and shop drawings		
Project and Contract Management		
Final Walkthrough:		
Project Closure Documents		
<b>TOTAL BUDGET THIS AGREEMENT</b>		<b>\$15,200.00</b>

**Sub-Total Authorized Budgeted                      \$15,200.00**

**Total Budgeted/Authorized                      \$104,463.50**

(Original Authorized Budget, and Table “A”)

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.

3. The Lump Sum includes compensation for ENGINEER’s services and services of ENGINEER’s

Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

5. The Lump Sum is conditioned on Contract Times to complete the Work not exceeding 6 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

6. This Exhibit C may be replaced or supplemented for future projects authorized by OWNER.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated October 27, 1998

**Initial:**  
OWNER \_\_\_\_\_  
ENGINEER *PC*

### **Reimbursable Expenses Schedule**

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Fax	\$0.25	Page
8" x 11" Copies/Impressions	\$0.25	Page
11"x17" Copies/Impression	\$0.50	Page
24" x 36" Prints	\$0.50	Sq. Ft.
Minimum setup time	\$10.00	Per Plot
Reproducible Copies (Mylar)	\$5.00	Sq. Ft.
Reproducible B/W Copies (Paper)	\$3.00	Sq. Ft.
Reproducible Color Copies Paper)	\$4.00	Sq. Ft.
Mileage (auto)	\$0.54	Mile

### **Standard Hourly Rates Schedule**

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

Billing Class 9	Professional Engineer II	\$175.69
Billing Class 8	Professional Engineer I	\$158.36
Billing Class 7	Staff Associate/Project Coordinator	\$130.26
Billing Class 6	Project Manager	\$115.30
Billing Class 5	Roadway Designer II	\$111.40
Billing Class 4	Roadway Designer I	\$102.79
Billing Class 3	CADD Technician	\$96.99
Billing Class 2	Secretary	\$96.39
Billing Class 1	Office Helper	\$62.52

## **Brentwood City Commission Agenda**

**Meeting Date:** 08/26/2019

Issuance of Certificate of Compliance to Ann Brinkmann/Grape and Grain, LLC for Retail Sale of Alcoholic Beverages at Lighthouse Liquors of Brentwood

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Request for Issuance of a Certificate of Compliance to Ann Brinkmann/Grape and Grain, LLC for Retail Sale of Alcoholic Beverages at the Lighthouse Liquors of Brentwood (7110 Town Center Way)

#### **Background**

Ann Brinkmann, a Franklin resident, is acquiring the Lighthouse liquor store located at 7110 Town Center Way. The liquor license must be transferred into her name. The Tennessee Alcoholic Beverage Commission requires the applicant to present a certificate of compliance from the local government as a prerequisite. The items to be certified by the City are shown on the attached certificate, which must be signed by the Mayor or a majority of the City Commission members.

As to the three items to be certified, the following information should be noted:

1. A check of the applicant's records reveals no felony violations.
2. The proposed location of the liquor store, within the C-4 zoning district, presents no conflicts with the location restrictions established by the City. (Liquor stores within the City must be within a C-2, C-3 or C-4 district, and may not be within 300 feet of a religious institution, school, public library, governmental office, or a private residence which is in a residential district.)
3. The City's ordinances allow one (1) liquor store for every 6,000 residents, according to the most recent official census. The 2018 special census count of 43,889 would allow a maximum of seven (7) liquor stores within Brentwood. However, the Brentwood Municipal Code further provides that no more than three (3) liquor stores may be located at either the northern or southern commercial districts of the City, effectively limiting the total number of liquor stores to six (6). There are currently six (6) liquor stores doing business in Brentwood, with three (3) in the southern commercial district and three (3) in the northern commercial district of the City. The location of Lighthouse Liquors is in the northern district.

The applicant meets all of the City of Brentwood requirements for the issuance of a certificate of compliance.

**Staff Recommendation**

Staff recommends approval of the certificate of compliance.

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**Fiscal Impact**

**Attachments**

Certificate of Compliance  
Application  
Map

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**CERTIFICATE OF COMPLIANCE  
FOR RETAIL PACKAGE STORE**

Pursuant to Tennessee Code Annotated, Title 57, Sections 57-3-208 and 57-3-213, this is to certify that Ann S. Brinkmann / Grape and Grain, LLC (name of applicant) has made application for a Certificate of Compliance to sell retail alcoholic beverages in the City of Brentwood, Williamson County, State of Tennessee, at 7110 Town Center Way (street address of liquor store) and that an investigation has been undertaken of the applicant's criminal record and of the compliance of said business with local law, ordinances or resolutions, and from said investigation the undersigned certifies:

1. That the applicant or applicants who are to be in actual charge of said business have not been convicted of a felony within a ten-year period immediately preceding the date of the application and, if a corporation or other business entity, that the executive officers or those in control have not been convicted of a felony within a ten year period immediately preceding the date of the application;
2. That the applicant has secured a location which complies with all restrictions of the laws, ordinances and resolutions duly adopted by the City of Brentwood;
3. That the issuance of this license will not exceed the numerical limit established by the City of Brentwood.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Applicant's Home Address: 419 Beauchamp Circle City: Franklin, TN

Date of Birth: 8/20/68

(Note: If the applicant is other than an individual, the above information should be shown on the attachment hereto.)

Issued by: \_\_\_\_\_  
Mayor

Or a majority of City Commission Members:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

This certificate of compliance shall expire and become void \_\_\_\_\_, 20\_\_\_\_ (six months after issuance) if the applicant has not applied for a license from the Alcoholic Beverage Commission by such date. This certificate shall expire and become void \_\_\_\_\_, 20\_\_\_\_ (12 months after issuance) if the retail store for which it is granted is not in operation by such date, unless an extension has been granted by the City of Brentwood.

*Attachment to Certificate of Compliance for Retail Package Store*

Complete the following information for each individual applicant or, if the applicant is a corporation or other business entity, for each executive officer:

Name: Ann S. Brinkmann / Grape and Grain, LLC  
Position or Title in Applicant: President  
Home Address: 419 Beauchamp Circle City/State/Zip: Franklin, TN 37067  
Date of Birth: 8/20/68

Name: \_\_\_\_\_  
Position or Title in Applicant: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_  
Position or Title in Applicant: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_  
Position or Title in Applicant: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_  
Position or Title in Applicant: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_  
Position or Title in Applicant: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_



APPLICATION TO SELL ALCOHOLIC BEVERAGES AT RETAIL  
IN THE CITY OF BRENTWOOD, TENNESSEE

Part 1 - Information About the Business

1. Name of Applicant Ann S. Brinkmann / Grape and Grain LLC  
Applicant is a(n): ☒ individual ☐ partnership ☐ corporation ☐ limited partnership  
☒ limited liability corporation ☐ other (describe: \_\_\_\_\_)
2. Name and location of proposed store Lighthouse Liquors 7110 Town Center Way, Brentwood, TN 37027 - will be changing name to Brinkmann's Wine & Spirits
3. Name and address of property owner Brian Randolph 7110 Town Center Way, Brentwood, TN 37027
4. If the business is not a sole proprietorship, list the name and title of each officer below (or list on an additional sheet if necessary)  
N/A - sole Proprietorship  
Ann S. Brinkmann
5. Names and addresses of all persons who will invest in the business or share in the profits of the business and their interest (may be listed on an additional sheet if necessary)  
N/A - Ann S. Brinkmann  
419 Beauchamp Circle  
Franklin, TN 37067
6. Who will be in active control of the management of this business? Ann S. Brinkmann, Timothy Brinkmann
7. Does any person having any interest in this business, directly or indirectly, either proprietary or by means of any loan, mortgage or lien, or participation in the profits in any way, hold a national, state, city or county public office, either appointed or elected? NO If so, provide details: N/A
8. A completed questionnaire form is to be provided for each person who is to be an executive officer of the business, and for each person who will have an ownership interest or will share in the profits of the business. Does a completed questionnaire form accompany this application for each such person? yes
9. A copy of a deed, bill of sale, lease, letter of intent or other type of document which shows that the applicant is actually leasing or is in possession of the property, must accompany this application. Is the document provided? yes

The undersigned hereby solemnly swears that each and every statement in this application (and on the pages attached to this application) is true and correct. The undersigned certifies that he/she has read and is familiar with the laws of the City of Brentwood governing the retail sale of alcoholic beverages, and promises to be in compliance therewith. The undersigned acknowledges that any change in any part of the ownership or profit participation in this business other than as shown in this application must be fully disclosed to the City Manager. If the applicant is other than an individual, the undersigned affirms that he/she is a representative of the applicant duly authorized to submit the foregoing application.



Subscribed and sworn to before me this 31 day of July, 2019.

My Commission Expires: 08/04/2020

Ann S. Brinkmann  
Signature

Kimberly S. Wilson  
Notary Public



**APPLICATION TO SELL ALCOHOLIC BEVERAGES AT RETAIL  
IN THE CITY OF BRENTWOOD, TENNESSEE  
Part 2 – Questionnaire for Participants in the Business**

To be completed by each person who is to be an executive officer of the business for which this application is submitted, and for each person who will have an ownership interest or will share in the profits of the business.

1. Name: Ann S Brinkmann Date of Birth: 08/20/1968  
Driver's License # TN 062323 647
2. Home Address: 419 Beauchamp Circle, Franklin, TN 37067  
If less than 2 years, list previous home addresses and dates of residency for the last two years:  
N/A
3. Home Phone 615-415-4010 Daytime Phone (Same)
4. Are you an officer of the business for which this application is submitted? Is so, state your title or position: yes, Sole Proprietor
5. Are you an investor in the business? If so, state amount of capital you propose to invest: \$ 85,000 - Sole Proprietor
6. State names, addresses and type of business of your employers for the last five years (including self-employment.)  
Vintage Pursuits LLC (Self employment)  
419 Beauchamp Circle  
Franklin, TN 37067
7. State whether you or any entity in which you were an officer or investor have ever operated a retail liquor store Yes  
If the answer is yes, give details, including dates and locations Brinkmann's Wine & Spirits May 2008 - Nov 2015  
103 International Dr #100, Franklin, TN 37067. opened / created from May 2008  
and sold late November 2015.
8. Give the name and address of any relative that has any interest in the liquor business:  
N/A
9. Are you indebted to the City of Brentwood for any delinquent taxes? NO  
If yes, state the tax and amount. N/A
10. Give the names and addresses of at least three persons who can be used as references.  
DAVE RAMSEY 1011 Beams Flemming Blvd, Franklin, TN 37064  
Mike Glenn 7777 Concord Rd, Brentwood, TN 37027 (Neighbor)  
Robert Collins 9206 Brushboro Dr, Brentwood, TN 37027
11. Have you been convicted of a felony within the past ten (10) years? If yes, explain. NO - N/A
12. Have you been convicted of any offense under the laws of the State of Tennessee or of any other state prohibiting or regulating the sale, possession, transportation, storing, manufacturing or otherwise handling alcoholic beverages? If yes, explain. NO - N/A

I have answered the above questions truthfully. I have read Chapter 6, Article III of the Brentwood Municipal Code and promise to be in compliance therewith.

Signature: Ann S. Brinkmann Date: 7-31-19



Bill Lee  
Governor

TENNESSEE BUREAU OF INVESTIGATION

ATTN: TORIS

901 R.S. Gass Boulevard  
Nashville, Tennessee 37216-2639  
(615) 744-4057  
Facsimile (615) 744-4289



David B. Rausch  
Director

07/25/2019

TIMOTHY P BRINKMANN  
419 BEAUCHAMP CIRCLE  
FRANKLIN TN 37067

Tennessee Criminal History Records Request

NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE PERSON LISTED BELOW.

NOTE: All aliases submitted have been searched.

BRINKMANN, ANN MARIE

**Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested.** A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services

Tennessee Bureau of Investigation

901 R.S. Gass Blvd.

Nashville, TN 37216

Stephen Holman  
Signature

State of Tennessee  
County of Davidson

Subscribed and sworn before me on this 26th day of July, 2019, by Stephen Holman  
who is personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Lydia R Kimbel  
Notary Public

My Commission Expires: 3-3-2020

## Letter of Intent

1. Ann S. Brinkmann, (the "Buyer") agrees to purchase certain assets from Brian Randolph, dba Lighthouse Liquors of Brentwood (Collectively the "Seller"), the business known as Lighthouse Liquors of Brentwood located at 7110 Town Center Way, Brentwood TN, 37027.
2. **The Purchase Price is \$59,000 (FIFTY-NINE THOUSAND DOLLARS), as follows:**

Customer Lists, web site, social media names, telephone number and the name "Lighthouse Liquors of Brentwood"	\$57,000.00
Furniture & Fixtures except as noted and credit card machine	<u>\$ 2,000.00</u>
<b>TOTAL PURCHASE PRICE</b>	<b><u>\$59,000.00</u></b>

**The Purchase Price will be paid as follows:**

Deposit / Earnest money at the signing of this agreement (Refundable only if Liquor License is denied for any reason)	\$ 5,000.00
Balance Due at Closing (Cashier's Check)	\$54,000.00

3. The Purchase Price of the "Inventory" will be based on the calculated value derived from a physical inventory on the date of Closing. The Inventory balance shall be paid in full at the Closing.
4. The closing shall take place on or before 6:00 o'clock p.m. on or before September 1, 2019 to be held at any location acceptable to Buyer and Seller.
5. The full purchase price shall include all salable inventory, assets and goodwill, excluding cash on hand or cash to be deposited and personal memorabilia. The purchase price shall also include the exclusive right to use the name "Lighthouse Liquors of Brentwood".
6. Seller represents and warrants that at the time physical possession is delivered to Buyer, all equipment will be in working order and the premises will pass all reasonable and required inspections necessary to conduct such business. All Accounts Receivable and Accounts Payable shall be retained by Seller.
7. The Buyer and Seller agree to execute all documents necessary to consummate this transaction including the Definitive Agreement (Purchase Agreement), and where applicable, such documents as are necessary to comply with the Bulk Transfer provisions of the Uniform Commercial Code.

Initials



8. This Agreement contains the entire understanding of the parties and supersedes any and all agreements, understandings or representations of the Buyer and Seller relating to the purchase of the business listed above. Any modifications must be in writing and signed by all parties.
9. The Seller represents and warrants that it has a good, clear and marketable title to the business being sold, and agrees to convey the business to Buyer free and clear of all liens and encumbrances.
10. The following adjustments and pro-rations shall be made at closing or as soon thereafter as possible: Rent, Security Deposits, Taxes, Utilities, Phone, Payroll, and any other expense accepted in writing by Buyer.
11. This Offer to Purchase is subject to acceptance by Seller no later than 5:00 o'clock P.M. on August 9, 2019. If not accepted by such date, the offer shall be revoked.
12. Seller agrees that neither they nor any of their affiliates will pursue, solicit or discuss any opportunities for any party other than Buyer to acquire or otherwise control the capital stock or assets of "Lighthouse Liquors of Brentwood" until this Letter is terminated by Buyer, or mutually by Buyer and Seller, and Seller notifies Buyer in writing that they are pursuing other potential offers for the capital stock or assets of the business.
13. Unless otherwise noted herein, the purchase price shall include any non-compete agreement, all equipment, furniture, fixtures, use of "Lighthouse Liquors" trade name, business telephone number, goodwill, and other intangible assets, but shall not include the business liabilities or otherwise noted herein.
14. **Contingencies:**
  - a. This Offer is contingent upon the landlord consummating a lease agreement from date of Closing (Sept.1, 2019) through February 29, 2020, at a Net Lease Rate of \$2,000 per month.
  - b. Seller must agree to a Non-Compete Agreement at terms and conditions acceptable to both parties.
  - c. This Offer is contingent upon Buyer receiving approval from the Tennessee Alcoholic Beverage Commission for a liquor license. Buyer agrees to make proper application for the liquor license.
15. The parties acknowledge that this Letter of Intent is a binding contract. and that a Final Contract will not exist unless and until the parties have executed a formal Asset Purchase Agreement approved by their respective counsel covering the terms of this letter and all other essential terms of this transaction. The parties acknowledge that they have attempted to set forth herein all essential terms or contingencies relating to the subject matter of this transaction, and that those essential terms have been agreed upon by the parties and are not subject to further negotiations.

Initials Bob en

16. Buyer and Seller individually acknowledge receipt of a copy of this agreement.

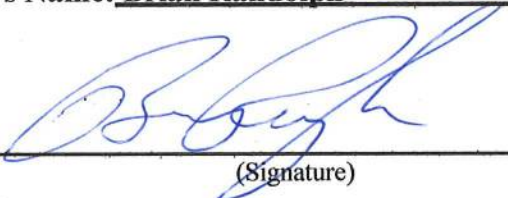
Buyer hereby agrees to buy on the terms set forth as described on these 3 pages attached hereto on this 9th day of August, 2019.

Buyer's Name: Ann S. Brinkmann

BY:  Phone: 615-415-4101  
(Signature)

Seller hereby accepts the offer set forth on these 3 pages attached hereto on this 9th day of August, 2019.

Seller's Name: Brian Randolph

BY:  Phone: 615-373-2002  
(Signature)

Initials 



**Brian W Randolph**  
6322 Johnson Chapel Rd  
Brentwood, TN 37027  
(615) 373-2002

## Lease

### 1. Parties

This agreement made this 9th day of August, 2019 between Brian W. Randolph, hereinafter called "Lessor", and Ann Brinkmann, hereinafter called the "Lessee".

### Witnesseth

### 2. Premises

That Lessor for and in consideration of the rents hereinafter reserved to be paid and of the covenants and agreements hereinafter mentioned, has and does hereby grant, demise and lease unto the said Lessee the following described premises, hereinafter called the "Demised Premises" being part of the land and improvements constructed thereon (such real estate and improvements thereon being referred to as the "Building") situated in Williamson County, State of Tennessee, described in Exhibit "A" attached hereto. The Demised Premises consist of interior space crosshatched on the site plan hereto as Exhibit "B". Said Demised Premises shall be measured to the centerline of all party or common walls, and to the exterior faces of all other walls, and containing approximately 761 square feet.

Exhibit "B" sets forth the general layout of the building but shall not be deemed to be a warranty, representation to agreement on the part of the Lessor that said building will be or will continue to be exactly as indicated in the diagram. Notwithstanding Exhibits "A" or "B" or anything else in the Lease contained, Lessor reserves the right to change or modify or add to or subtract from the size and dimensions of the building or any part thereof, the number of floors in the building, the location, size, and number of tenant's spaces which may be erected in or fronting the building, the identity, type, and location of other tenants, and the size, shape, location, or arrangement of Common Areas, and to design and decorate any portion of the building and the approximate location of the Premises shall not be substantially changed.

The exhibits listed below and attached to this Lease are incorporated herein by this reference:

Exhibit "A" Legal description of real estate upon which is to be located on the building and the attendant improvements and appurtenances in the city of Brentwood, TN.

Exhibit "B" Site Plan of the floor of the improvements upon which is located the interior space herein leased to Lessee, which space is crosshatched thereon and is hereafter referred to as the "Demised Premises".

### 3. Term

The term of this lease (hereinafter called the "Lease Term") shall be for Six Months commencing on September 1, 2019 and shall end on February 29, 2020

Lessee

Lessor

#### 4. Extensions and Renewals

NO LATER THAN 30 DAYS PRIOR TO THE EXPIRATION OF THE TERM OF THIS LEASE, THE LESSEE SHALL GIVE THE LESSOR WRITTEN NOTICE OF WHETHER THE DEMISED PREMISES WILL BE VACATED OR WHETHER THE LESSEE DESIRES TO EXTEND THE OCCUPANCY. ANY EXTENSION OF THIS LEASE SHALL BE AT THE OPTION OF THE LESSOR. FAILURE TO GIVE NOTICE WILL RESULT IN THE AUTOMATIC RENEWAL OF THIS LEASE UNLESS OTHERWISE NOTIFIED. THE TERM OF THE RENEWAL SHALL BE IDENTICAL IN LENGTH TO THE ORIGINAL TERM. ANY EXTENSIONS OR RENEWALS SHALL BE GOVERNED AND CONTROLLED BY THE TERMS OF THIS LEASE.

Any changes or extensions made by the Lessor to this Lease shall be in the form of a written supplement to this Lease in recordable form and will be presented no later than 30 days prior to the expiration of the Lease.

#### 5. Rent and Method of Payment

In consideration of the demised and leasing of the premises aforesaid by the Lessee covenants that from and after the Commencement Date of Lease Term, lessee shall be indebted to Lessor for the amount of Twelve Thousand dollars (\$12000.00) for the term of the Lease. Said amount shall be paid in the following manner:

\$2000 (two thousand dollars) per month. First and last months rent at lease signing.

All of said payments shall be paid in legal tender (lawful money of the United States of America) to the Lessor on the first day of each month of the Lease Term. Any rent or other amounts to be paid by Lessee which are not paid by the fifth of the month shall bear a service charge of ten percent (10%) of the monthly payment added to the monthly payment.

The burden of proof of payment of any monthly installment in the case of controversy shall be upon the Lessee.

#### 6. Security Deposit

Lessee has this day deposited with Lessor the sum equal to the first Lease payment of Two thousand dollars (\$2000.00) as security for the performance by Lessee of all the terms, covenants and conditions of this Lease on Lessee's part to be performed. This sum shall be returned to the Lessee 30 days after the expiration of the term hereof, provided Lessee has fully performed hereunder and all keys returned. Lessor shall have the right to apply any part of said deposit to cure any default of Lessee and if Lessor does so, Lessee shall, upon demand, deposit with Lessor the amount so applied so that the Lessor shall have the full amount of the deposit at any time on hand during the term of the Lease. In the event of the sale of the building or a portion thereof, Lessor shall have the right to transfer the security deposit to the purchaser and Lessor shall thereupon be released from all liability for the return of such security deposit and Lessee shall look solely to the new lessor for the return of said security.

#### 7. Keys

Lessor will issue keys to the Demised Premises to the Lessee. Keys may not be duplicated or locks of the Demised Premises changed without written approval from the Lessor. Any additional keys needed must come from the Lessor. Such action will result in the immediate termination of the Lease and forfeiture of the security deposit.

Lessee  Lessor 



## 8. Common Area Usage

Lessee and its business invitees, employees, and customers shall have the nonexclusive right, in common with Lessor and all others to whom Lessor has granted or may hereafter grant rights, to use the Common Areas subject to such reasonable regulations as Lessor may from time to time impose and the rights of Lessor set out in this lease including, without limitation, Lessor's right to change the size, shape and location of Common Areas. Lessee shall abide by all the rules and regulations and cause its concessionaires, officers, employees, agents, customers, and invitees to abide thereby. The Lessor shall have the right from time to time, to establish, modify, and enforce reasonable rules and regulations with respect to all Common Areas. Lessee shall keep all adjacent sidewalks areas and all vestibules clear of merchandise, multisigns, placards, advertising, and other similar matter. Lessee covenants and agrees to require all its employees to restrict their parking to areas designated from time to time by the Lessor. The Lessee will be obligated to enforce forthwith the parking imposed by the Lessor. The Brentwood Lighthouse is a NON-SMOKING building and no smoking by the Lessee or any of its concessionaires, officers, employees, agents, customers, and invitees is allowed in the Common Areas as well as the Demised Premises. Lessee will be obligated to enforce forthwith the non-smoking policy.

## 9. Improvements

All improvements, additions, and repairs made to the Demised Premises during the term of the Lease shall be at the expense of the Lessee and at the expiration date become the property of the Lessor without cost to it; is agreed however that all Trade Fixtures installed by the Lessee shall remain the property of the Lessee, and that such Trade Fixtures may be removed at the expiration of this Lease, provided this Lease be not in default, and provided that any damage caused by such removal shall be repaired by the Lessee at its own expense and the premises left in good condition, ordinary wear and tear excepted. Lessor shall approve all improvements before being made.

## 10. Purpose

The herein Demised Premises are leased by Lessor only for the purpose of, and Lessee covenants and warrants that it will continually operate and use same throughout the term herein as a Liquor Store.

Lessee shall conduct no other business activity upon the premises during the term hereof without the prior written consent of Lessor. In agreeing to this provision, Lessee hereby acknowledges that the building is a material consideration between Lessor and Lessee entering into this agreement and in Lessor being able to induce other lessees of the building to enter lease agreements.

## 11. Doing Business and Manner of Conducting Business

In consideration of Lessor leasing the Demised Premises to Lessee and recognizing the vital importance of the same Lessor's overall development and to other tenants therein, Lessee covenants it will continuously operate in the Demised Premises as set forth herein. Except as herein provided, Lessee shall open its business (as identified in Article 10 above) in the Demised Premises at the beginning of the term of this Lease, and diligently and continuously conduct such business during the entire term hereof.

No conduct or manner of occupancy by other lessee of the building of which the Demised Premises are a part shall give rise to any claim against Lessor for damages or constitute a total or partial eviction, constructive or otherwise.

## 12. Quiet Possession as To Title

The Lessor hereby covenants that of Lessee shall keep and perform all of the covenants of this Lease on the part of the Lessee to perform, Lessor will guarantee to Lessee the quiet, peaceful and uninterrupted possession of the said premises during the entire term hereof.

Lessee  Lessor 



### 13. Lien on Leasehold

A first lien is hereby expressly reserved by the Lessor and granted by the Lessee upon the terms of this Lease and upon all interest of the Lessee in this leasehold for the payment of the Lessor and also for the satisfaction of any cause of any action that may accrue to the Lessor by the provisions of this instrument. A first lien is also expressly reserved by the Lessor and granted by the Lessee upon all fixtures, building improvements, light fixtures and air conditioning equipment, erected or put into place upon the premises by or through the Lessee or other occupants for the payment to Lessor, and also for the satisfaction of any causes of action which may accrue to the Lessor by provisions of this instrument, except that the lien herein reserved shall be waived and subordinated in the favor of the Lessee in connection with the original purchase of any fixtures and equipment used or installed in the Demised Premises. Lessee shall promptly pay all contractors and materialmen, and not permit or suffer any lien to attach to the Demised Premises or the Real Estate or improvements of which they are a part thereof, and indemnify and save harmless Lessor against the same, such indemnity to include, without limitation, attorney fees incurred by Lessor as Lessor shall deem necessary to protect its interest. Lessor shall have the right to require Lessee to furnish a bond or other indemnity satisfactory to Lessor prior to the commencement of any work by Lessee on the Demised Premises, or of any lien attaches or is claimed, to require such a bond or indemnity in addition to all other remedies. Should Lessee fail to furnish such a bond or other indemnity within (10) ten days after Lessor's demand thereof, Lessor may, but shall not be obligated to, obtain such a bond or other indemnity or to pay the full amount of, or otherwise compromise, said lien, and all costs incurred by Lessor in exercising such remedies shall be considered additional rent payable by Lessee with the next installation of Minimum Monthly Rent due hereunder.

### 14. Assignment and Subletting

Lessee covenants and agrees not to assign or sublet said Demised Premises or any part of same, or in any other manner transfer the Lease Agreement, leasehold or Demised Premises, without the written consent of the Lessor.

### 15. Lawful and Moral Uses

That the premises and all building improvements thereon shall during the term of this Lease be used only and exclusively for lawful and moral purposes, and no part of the premises or improvements thereon shall be used for any purpose in violation of the laws of the United States, the State of Tennessee, and the Lessee save and hold the Lessor harmless of any such violations.



No public or private auction or any fire, "going out of business", bankruptcy or similar sales or auctions shall be conducted in or from the Demised Premises and the Demised Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of business and merchandising in the Building.

### 16. Waste and Nuisances

Lessee covenants not to commit or permit to be committed any waste whatsoever on the Demised Premises. Lessee covenants not to create or allows to be created any nuisance to exist on the said premises, and to abate any nuisance that may arise promptly and free of expense to the Lessor. The Brentwood Lighthouse is a NON-SMOKING building and no smoking by the Lessee or any of its concessionaires, officers, employees, agents, customers, and invitees is allowed in the Demised Premises.

### 17. Invalidity of Insurance

Lessee covenants not to offer anything to be or remain upon or about the premises, which will invalidate any policy of insurance, which Lessor may have now or hereafter have upon said building.

Lessee  Lessor 

#### 18. Increased Premiums

Lessee covenants not to suffer anything to be or remain upon or about the premises nor carry on or permit upon the premises any trade or occupation or suffer to be done anything which may render an increase or extra premium payable for the insurance of the premises against fire, or other perils included under standard extended coverage insurance, unless consented to in writing by the Lessor and if so consented to, the Lessee shall pay such increase or extra premium within (10) ten days after the Lessee has been advised of the amount thereof.

#### 19. Damages, Accidents, Etc.

The Lessee agrees to carry at its own expense both public liability and property damage insurance in the amount not less than One Million Dollars (\$1,000,000) with a general aggregate of not less than Two Million Dollars (2,000,000).

Irrespective of the adequacy of said insurance, the Lessee shall save the Lessor free and harmless from all liability for injury (including death) to any persons, firm or corporation, occurring on or about the Demised Premises, causing injuries (including death) to any persons, whatsoever, or damage to the person or property due directly or indirectly to the use of said Demised Premises or any part thereof by the Lessee, its agents, subleases or signees, and not caused by Lessor, its agents or employees.

Lessee hereby agrees that Lessor shall not be responsible for the damage due to physical property of Lessee occasioned by forcible entry or break in of the Demised Premises and repairs for damages or losses resulting from said occurrences to the Demised Premises and Lessee's property shall be paid for by Lessee. Further, Lessee shall bear the responsibility for securing the Demised Premises in the event of forcible entry or break in, and Lessor shall in no manner be responsible for any loss or damages sustained as a result of Lessee's failure to act.

The Lessee agrees to deliver to the Lessor on the inception date or renewal of such policy the usual certificates issued by the insurance carrier certifying that such insurance is in force but the obligation of the Lessee to the Lessor shall not be limited to the limits of such insurance. The said insurance may be included in what is generally known as blanket policy and shall not be canceled without ten (10) days written notice to Lessor.

#### 20. Insolvency, Etc. of Lessee

That in the event of the insolvency of the Lessee, or the adjudication of the Lessee as a bankrupt, voluntarily, or in the event of partial or general assignment for the benefit of a creditor being by the Lessee, or in the event Lessee should be successfully proceeded against in any general creditor's bill, or in the event Lessee makes any offer in or out of court for the compromises or Lessee's debts or any substantial part thereof, by the reduction in the amount or in preference, or security, or by postponement of payment date or dates, or in the event any court proceedings are instituted by, for, or against the Lessee in contemplation of such offer, the Lessor shall have the right and privileges to immediately terminate this lease and declare the then remaining unpaid balance of the total amount indicated in Article 5 above to be paid by Lessee to Lessor, immediately reenter into possession of the premises for the purpose of leasing said premises.

#### 21. Waiver of Breach

It is hereby covenanted and agreed to that no waiver of a breach of any of the covenants of this Lease shall be constructed to be a waiver of any succeeding breach of the same or any other covenants.

Lessee  Lessor 

## 22. Delivery at End of Lease

The Lessee agrees to deliver up to said Lessor, or Lessor's agent or assignee, the said premises at the expiration of this Lease, or any renewal thereof, in good order and original condition and to make good all damages or modifications to said premises, ordinary wear and tear expected. The said delivery to be made on the last day of this Lease, and in the event of failure of Lessee to make delivery of said premises on the last day of this Lease, or any renewal thereof, then it will be optional with Lessor to either hold Lessee liable for renewal of said Lease for a further Lease Term or hold the Lessee for any damages that the said Lessor, or Lessor's heirs or assigns, may have sustained due to the failure of the said Lessee to make proper delivery of premises, with keys to same cleared of all persons or property not belonging to same, or Lessor's heirs or assigns. It is expressly understood and agreed that failure to notify Lessor, as stated in Article 4 above, will result in an automatic renewal of this Lease. Such renewal is at the option of the Lessor. No demand or notice of such delivery shall be necessary.

## 23. Right of Entry, Etc.

The lessor reserves the right during the term of this Lease, to enter said premises at a reasonable hour to show the same to others who may be interested in the property, access the main phone panel, and for the purpose of inspecting the premises, and to make such repairs as Lessor may deem necessary for the protection and preservation of said building and premises; but Lessor is not bound to make any repairs whatsoever, except what is provided in Article 29 of this Lease, nor to be held liable for any damages in consequence of leaks or for the stoppage of water, sewer, gas or drain pipes, by reason of freezing of any other cause of obstruction, nor for any other defect about the building and premises, the Lessee having examined the same and having been satisfied therein, prior to commencement of the term of this Lease. However, should leaks, obstructions, freezing, stoppages, or any other defects about the building and premises occur during the term of this Lease, or while the Lessee is occupying the premises, then the Lessee, except as provided for in Article 29 of this Lease, shall remedy the same promptly at the Lessee's expense unless the Lessor by written agreement undertakes to do the same.

## 24. Default of Payment

All covenants and agreements herein made and obligations assumed are to be construed also as conditions, and these presents are upon the express condition, that if Lessee should fail to perform or observe any of the covenants, agreements or obligations herein made or assumed by said Lessee, and if such default is continued for ten (10) days after written notice by the Lessor to the Lessee that Lessee is in default, then and thenceforth, in any said events, this Lease may be forfeited and thereby null and void at the option of the Lessor, and said Lessor shall have the right and privileges to immediately terminate this Lease and declare the then remaining unpaid balance of the total amount indicated in Article 5 above to be paid by Lessee to Lessor, immediately reenter into possession of the premises for the purpose of leasing said premises.

## 25. Notice

It is expressly understood and agreed that no act, practice, or custom on the part of the Lessor with respect to giving notice of the time that monthly payments are due, shall ever be constructed as an obligation on the part of the Lessor to give such notices.

## 26. No Pets

No animals of any kind shall be allowed in the Demised Premises as well as the Common Areas by the Lessee or any of its concessionaires, officers, employees, agents, customers, and invitees. Lessee will be obligated to enforce forthwith the no pets' policy.

Lessee  Lessor 



27. Right to Terminate Not Exclusive

The right of the Lessor to terminate this Lease as herein set forth is in addition to and not in exhaustion of such other rights that the Lessor has or causes of action that may accrue to the Lessor because of Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease, and the exercise of pursuit by the Lessor of any of the rights or causes of action occurring hereunder shall not be an exhaustion of such other rights or causes of action that the Lessor might otherwise have; and the Lessee shall pay all attorney's fees and expenses of the Lessor because of Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of the Lease, and the exercise of pursuit by the Lessor of any of the rights or causes of action occurring hereunder shall not be an exhaustion of such other rights or causes of action that the Lessor might otherwise have; and the Lessee shall pay all attorney's fees and expenses incurred by the Lessor in enforcing any of the obligations, agreements or covenants hereof. If the premises are vacated prior to the expiration of this lease, the Lessee hereby authorizes the Lessor or the Lessor's agent or assigns to take charge of the premises, having keys made if necessary, and endeavor to sublease to parties acceptable to the Lessor or Lessor's agent or assigns, the payments of the Lease to be collected whichever amount the Lessor is able to collect from such sublease, and is expressly understood that such attempting to sublease or subleasing by the Lessor, shall in no way affect the validity of the Lessee thereunder, and the Lessor does not agree to take charge of the premises, whether it does so or not being at the Lessor's option.

28. Destruction by Fire, Etc.

In the event that said Demised Premises be so injured or damaged by fire or other causes within Lessor's standard fire and extended coverage coinsurance policies to such extent that Lessor cannot make necessary repairs or rebuild within one hundred eighty (180) days from the date of such damage or destruction, this Lease shall terminate and the Lessee shall be allowed an abatement of payments from the date of such damage or destruction. If the premises shall be injured or damaged by fire or other causes within Lessor's standard fire and extended coverage coinsurance policies to such extent that Lessor can make necessary repairs or rebuild within one hundred eighty (180) days from the date of such damage, this Lease shall not be terminate and the demised premises shall be repaired by the Lessor at its own expense, and except to the extent rents are payable under the terms of the business interruption insurance required under this Lease, the rent payments shall abate proportionally until the repairs are completed and possession thereof give the Lessee, and the terms of this Lease shall be extended for a period equal to such period of rent abatement not otherwise affected. Should fifty (50%) percent or more of the floor area of Brentwood Lighthouse at any time be damaged or destroyed by fire or any other cause, or should any mortgage so require, Lessor may elect not to rebuild any may forthwith terminate this Lease by written notice to Lessee or Lessor's election to so terminate. Should the building which the Lessor erect at its expense upon the Demised Premises be damaged or destroyed by causes not within the coverage of the Lessor's above mentioned fire and extended coverage insurance, and not occasioned from the occupancy of the Demised Premises, and the Lessor does not with reasonable dispatch, commence to restore or repair to tenantable condition the premises then in the event, either party may terminate this lease by notice in writing, registered mail, to the other of its election to so terminate; however the Lessor agrees to commence to restore or repair to tenantable condition the demised building then in the event, the Lessor agrees to allow Lessee equitable abatement of the payments to the extent not covered by business interruption insurance in an amount which bears the same portion to the total monthly payment as the number of square feet of damage or destroyed floor space bears to the total number of square feet of floor space in the premises leased to Lessee, which reduction shall continue until such restoration or repairs shall be completed. Lessee shall, on the case of damage or destruction, give immediate notice in writing to the Lessor, in the event of such, Lessor shall give Lessee notice within sixty (60) days thereafter whether the premises can be repaired within one hundred eighty (180) days or whether Lessor will repair the premises, as the case may be and Lessee's rent shall abate as hereinabove provided from the date of casualty.

Lessee  Lessor 

Anything to the contrary contained herein notwithstanding Lessor shall not in any manner be liable to Lessee of Lessee's loss of business by reason of any fire, casualty, interruption of utilities or any other event to the Demised Premises or the building of which the Demised Premises is a part that causes a loss of business for the Lessee.

#### 29. Repairs

The Lessor will make necessary to the roof, roof structure, gutters, downspouts, exterior masonry walls (not including glass) and foundation walls of the demised building during the original or any extended term of this Lease after receiving notice from the Lessee of the need for said repairs and where said repairs are not in any occasioned through the use, neglect or other manner arising out of the occupancy of the Demised Premises by Lessee. Where such repairs are occasioned through the use, neglect or other manner arising out of the occupancy of the Demised Premises by Lessee, its employees and customers, it shall be made promptly by Lessee, at its expense. All other repairs to the premises of any kind shall be made promptly by Lessee at its own expense in such manner as to maintain the premises in good condition and repair. Lessee shall be responsible for the replacement of all light bulbs on the Demised Premises, at Lessee's cost. Lessee shall also be responsible for replacement and repair of all ballast and light fixtures after the expiration date of any applicable warranty period for said items.

#### 30. Utilities

The Lessee is to pay for electrical usage. Lessor will contact Nashville Electric Service and have the meter for the demised premises placed in their name. Lessor will pay for any water used by Lessee. The Demised Premises has separate electric service and is monitored by the above-mentioned meter, and said special fees used on or for the Demised Premises during the original or extended term of this Lease are the Lessee's responsibility. Lessor shall in no way liable for cessation of any of the above services caused by strike, accident, or breakdown, or any other cause beyond Lessor's reasonable control.

HEAT: During the winter months, suite temperatures may not drop below 60 F to protect water pipes that exist in the shared walls.

#### 31. Exterior Signs



It is understood and agreed that no outside walls, roofs, or other exterior portion of the premises or of any of the building shall be used for any advertising purposes whatsoever, unless approved by Lessor. Outdoor identification and inside door signage shall conform to layout set forth in Exhibits C1 & 2. Each tenant will be assigned their specific outdoor location for their sign on street sign. In addition, no sign of any type will be allowed in the parking lot or common areas under any circumstances unless specifically approved by the lesser in writing.

#### 32. Authority

Each individual executing this document on behalf of a corporation, partnership, trust or estate represents and warrants that he/she have full power and authority to bind entity to the terms and conditions hereof.

#### 33. Entire Agreement

This Lease, containing 33 (thirty-three) articles, contains all of the agreements and conditions made between the parties hereto, and no representation or statement claimed to have been made and not herein contained shall vary or modify this contract in any way.

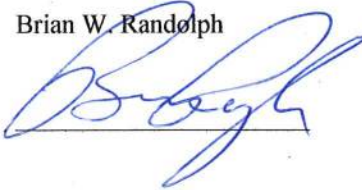
Lessee  Lessor 

This Lease shall be constructed in accordance with the Laws of the State of Tennessee.

IN TESTIMONY WHEREOF, the above-named Lessor and the above-named Lessee have executed this and one other original instrument of identical tenor and date, on the day and year first above written.

Lessor:

Brian W. Randolph



Lessee:

Ann Brinkmann



Lessee



Lessor



**EXHIBIT A**

**DESCRIPTION OF REAL PROPERTY**

Property located in the 15th Civil District of Williamson County, TN, within the corporate limits of the city of Brentwood, and being described according to a survey by Jeffrey Patrick Chandler, R.L.S #2353, 3421 Cooper Nicholson Road, Pleasant View, TN 37146, Dated: 09-15-12, as follows:

Beginning at a point where the north margin of Town Center Way (formerly Frierson Place) intersects the west margin of Frierson Street; Thence S 84 DEGREES 44 MINUTES 37 SECONDS W a distance of 10.52 feet to a set iron rod and being the Point of Beginning of this description; Thence with the north margin of Town Center Way S 84 DEGREES 44 MINUTES 37 SECONDS W a distance of 194.30 feet to a set iron rod; Thence leaving the north margin of Town Center Way and with the line of Jordan Properties, Inc., (Deed Book 855, Page 84, R.O.W.C.) N 09 DEGREES 22 MINUTES 38 SECONDS W a distance of 94.14 feet to a set iron rod; Thence with the line of Mark Ray Davis & Charles Wayne Young (Deed Book 2427, Page 286, R.O.W.C.) and The Brentwood Office Building Partnership (Instrument No. 200908170077032, R.O.D.C.) N 07 DEGREES 47 MINUTES 07 SECONDS W passing an existing iron rod at 59.97 feet and continuing a total distance of 113.04 feet to an existing iron rod; Thence with the United States Postal Service property (Deed Book 5788, Page 836, R.O.D.C.) S 61 DEGREES 44 MINUTES 48 SECONDS E a distance of 255.73 feet to a set iron rod in the west margin of Frierson Street; Thence with the margin S 08 DEGREES 10 MINUTES 53 SECONDS E a distance of 55.21 feet to a set iron rod; Thence with a curve turning to the right with an arc length of 16.22 feet, with a radius of 10.00 feet, with a chord bearing of S 38 DEGREES 16 MINUTES 52 SECONDS W, with a chord length of 14.50 feet, to a set iron rod which is the point of beginning, having an area of 28068 square feet, 0.64 acres.

Being the same property conveyed to Brian W. Randolph and wife, Florence O. Randolph by Quitclaim deed from Brian W. Randolph of record in Book 1481, page 295, Register's Office for Williamson County, Tennessee, dated January 9, 1997 and recorded on January 10, 1997.

Being also known as 7110 Town Center Way Brentwood, Tennessee 37027.

Lessee

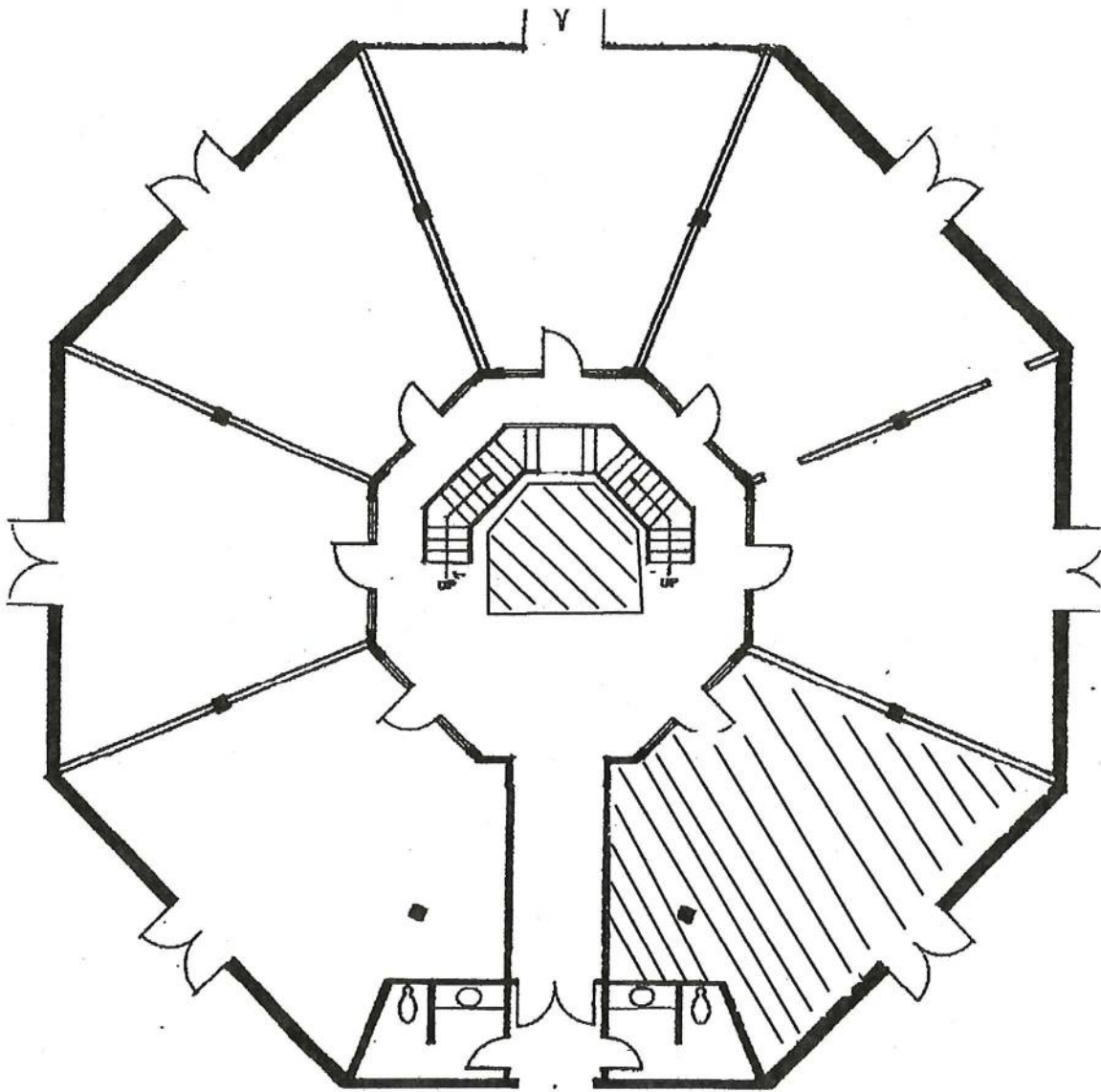


Lessor





EXHIBIT B



Lessee

*[Signature]*

Lessor

*[Signature]*





Lettering is "Mirror Gold Vinyl"



The door is 19.5" in width  
and you can use up to 20"  
in height.

Lessee

Lessor

Exhibit C 2

Dark Brown sign to be positioned under Brentwood Lighthouse Street sign to be made by landlord's printer.



Lessee CB Lessor Bob

Exhibit C 3

Dark Brown sign to be positioned under Roof Overhang not to exceed 97 X 30 over doorways and 97 X 32 in front of building. Signs in front will a combination of 32 X 32 signs. (As shown)  
Sign will be attached to wooden trim at top unless otherwise noted. Sign to be made by landlord's printer.

97 inches

30  
inches



Decorative Border is Cream Vinyl (optional)

Lettering is White Vinyl



Lessee

Lessor

## Retail Liquor License Notice

August 15, 2019

Take notice that Grape and Grain LLC, Ann Brinkmann, Managing Member, applied to the City of Brentwood for a certificate of compliance and has or will apply to the Tennessee Alcoholic Beverage Commission at Nashville for a retail liquor license for a store to be named Lighthouse Liquors of Brentwood, and to be located at 7110 Town Center Way, Brentwood, TN 37027 and owned by Ann Brinkmann.

Any persons wishing to be heard on the certificate of compliance through counsel appear or submit their views in writing at the City of Brentwood, on August 26, 2019 (Board Meeting Date) at 7:00 p.m.

The Tennessee Alcoholic Beverage Commission will consider the application at a later date to be set by the Tennessee Alcoholic Beverage Commission in Nashville, Tennessee. Interested persons may personally or through counsel submit their views in writing by the hearing date to be scheduled by the TABC. (Rule 0100-03-09

continued). Anyone with questions concerning this application or the laws relating to it may call or write the Alcoholic Beverage Commission at Davy Crockett Tower, 500 James Robertson Parkway, Nashville, TN 37243, (615) 741-1602.



# 7110 Town Center Way & Vicinity



## **Brentwood City Commission Agenda**

**Meeting Date:** 08/26/2019

Approval to Extend Bulk Salt Purchase Contract for the 2019/2020 Winter Season

**Submitted by:** Todd Hoppenstedt, Public Works

**Department:** Public Works

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### **Information**

#### **Subject**

Approval to extend the Bulk Rock Salt (Sodium Chloride) Purchase through TDOT Contract #54019 for the 2019/2020 winter season.

#### **Background**

For quite some time, City of Brentwood has piggybacked off the Tennessee Department of Transportation (TDOT) contract for bulk rock salt (sodium chloride) purchase. This allows the City to obtain bulk rock salt for winter snow and ice operations at a competitive rate and maintain the flexibility to adjust our actual order volume based on our need each winter. Rock salt has an extremely long shelf life if kept dry and free of debris accumulation.

At this time, the City stockpiles rock salt in two different covered shelters--one large storage shed at the Service Center, where the Public Works Department is based, and one smaller storage shed at Fire Station #4, which is used to improve our efficiency when working on the eastern side of the City. Currently, both stockpiles are nearly full, largely due to the extremely mild winter conditions experienced during the 2018/2019 winter season. Since our ordering needs can vary widely with little to no prediction, selecting a volume of order for the upcoming contract period is largely an educated guess.

We believe that 600 tons of rock salt combined with our current stockpile should suit our needs, even through a more challenging winter. Thankfully, this size of an order on the back of TDOT's much larger volume can be excused if we experience another very mild winter.

The current contract began on June 1, 2017 and was set to expire on May 31, 2019; however, TDOT has negotiated a one-year extension to the existing bulk rock salt purchasing contract with Morton Salt, Inc. The cost is very competitive at only \$71.25/ton for a not-to-exceed purchase cost of \$42,750 for 600 tons. We have paid as much as \$98 per ton on previous independent contracts. As previously mentioned, this partnership affords us a great deal of flexibility that we would be hard pressed to duplicate on our own, especially with our relatively small volume order.

We are requesting City Commission approval to purchase up to 600 tons of bulk rock salt from Morton Salt through statewide contract #54019 on an as-needed basis for \$71.25 per ton, at a total cost not to exceed \$42,750.00.

Please direct any questions to the Director of Public Works.

**Staff Recommendation**

Staff recommends approval to purchase up to 600 tons of bulk rock salt from Morton Salt through statewide contract #54019 on an as-needed basis, at a total cost not to exceed \$42,750.00.

Please direct any questions to the Director of Public Works.

**Previous Commission Action**

The Commission approved the original salt purchase contract at its July 24, 2017 meeting.

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**Fiscal Impact**

**Amount :** \$42,750.00

**Source of Funds:** General Fund

**Account Number:** 110-43120-82643

**Fiscal Impact:**

The actual expenditure may vary depending on the amount of bulk rock salt purchased throughout the entire winter season, therefore we are requesting approval for a not to exceed amount of \$42,750.00. That will give us the flexibility to order up to 600 tons of bulk rock salt at \$71.25/ton.

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**Attachments**

TDOT Bulk Rock Salt Purchase Contract #54019

TDOT Bulk Salt Ordering Memo

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# MORTON SALT

June 22, 2017

City of Brentwood  
P.O. Box 788  
Brentwood, TN 37024-0788

Dear Sir/Madam:

Morton Salt, Inc. is pleased to offer you the following pricing and quantities of Bulk Ice Control Salt for the 2017-2019 winter seasons. To confirm and accept this quotation, please sign the acceptance and return (email or fax) by the date shown below. Purchases and pricing based on Tennessee Statewide Contract # 54019.

Description	Valid From	Valid To		Min Order
Bulk Safe-T-Salt	June 1, 2017	May 31, 2019	Delivered	22 TON
	NASHVILLE STOCKPILE		1200 TON	71.25 USD per TON

Delivered prices are based upon full truckload quantities specific to the delivery address shown below.

Please review your account information and advise if any changes are required.

Delivery Address:

City of Brentwood  
1750 General George Patton Drive  
Brentwood, TN 37027-7901

**Acceptance:**

I accept the Morton Salt, Inc. price for the 17/18 period.

Approved by: Jill Burgin Date: 7/24/2017

This is your confirmation; No further acknowledgement will be sent.

123 North Wacker Drive TEL 312.807.2000  
Chicago, IL 60606-1743 WEB mortonsalt.com

**MORTON SALT, INC.**  
AK+S GROUP COMPANY



**SWC #507 Rock Salt**  
**Edison Contracts 54019/ 54020/ 54021**  
**Contract Information and Usage Instructions**

**Contract Period:**

This is a two (2) year contract term running from June 01, 2017 to May 31, 2019 with an additional one (1) year renewal option. The contract was procured through an ITB- Edison event #32110-9932.

**Summary/Background Information:**

This contract includes product and delivery of Rock Salt for all State agencies, local governmental units, higher education institutions, and eligible 501(c)(3) tax-exempt corporations. It should be noted that purchases fewer than 150 tons may utilize this contract, but are not required to. All orders of 150 tons or larger are required to use this contract.

**State Contract Administrator:**

Jessica Starling

Category Specialist

Central Procurement Office

(615) 532-0352

[Jessica.Starling@tn.gov](mailto:Jessica.Starling@tn.gov)

**Additional State Contacts**

Ken Hampton – TDOT Equipment

Management Director

615-741-3458

[ken.hampton@tn.gov](mailto:ken.hampton@tn.gov)

Terry Farley

ASA 3

615-532-3827

[terry.farley@tn.gov](mailto:terry.farley@tn.gov)

**Contractor Contact Information:**

Morton Salt Inc.

Edison Contract Number: 54019

Vendor Number: 0000115284

Andrew Lorenzini

(312) 807-2859

[alorenzini@mortonsalt.com](mailto:alorenzini@mortonsalt.com)

444 W Lake St. Ste. 3000

Chicago, IL 60606

Compass Minerals America, Inc.

Edison Contract Number: 54020

Vendor Number: 0000000685

Joel Gerdes

(913) 344-9360

[gerdesj@compassminerals.com](mailto:gerdesj@compassminerals.com)

PO Box 277043

Atlanta, GA 30384

Cargill Incorporated

Edison Contract Number: 54021

Vendor Number: 0000000582

Dawn Bekoscke

(440) 716-2581

[dawn\\_bekoscke@cargill.com](mailto:dawn_bekoscke@cargill.com)

402 Weatherridge Dr.

Jackson, TN 38305

### **Usage Instructions:**

#### **1. Specific Ordering Information:**

- Locate the Contractor that is appropriate for your county/bin location through the "SWC 507 Rock Salt TDOT and County Pricing Sheet" listed on the following website;  
<http://www.tn.gov/generalservices/article/cpo-statewide-contract-usage-instructions>
- Contact the appropriate Contractor and submit a purchase order for your needs.
- Please see the contract line items for pricing information
- Orders of 150 tons or more are required to use this contract. Orders below that threshold can use this contract, but are not required to.

#### **2. General Delivery Information:**

- Pick up is not allowed on this contract. All salt must be delivered directly to the purchasing agency by the Contractor.
- Deliveries must be completed during regular State business hours (Monday - Friday, 8:00 AM - 4:30 PM, excluding authorized State holidays), unless otherwise requested by the purchasing agency.
- For every calendar day that the shipment, whether it be partial or full, is late a sum of 1% of the total invoice cost may be deducted from the Contractor's invoice(s). Details of this requirement are listed in the next section labeled Delivery Turnaround Requirements.

#### **3. Delivery Turnaround Requirements:**

- In Season Fill Period – November 1 to April 30
  - a. TDOT: truck loads must be delivered within 7 working days after receipt of a purchase order.
  - b. Non-TDOT: Truck loads must be delivered within 14 working days after receipt of said purchase order.
- Early Fill Period – May 1 to October 31
  - o All users: Truck load deliveries will be mutually agreed upon between the agency and the Contractor. All orders placed between the dates of May 1 to October 17 of each contract year must be filled by October 31 at the latest, unless otherwise agreed upon by the purchasing agency.

#### **4. Minimum Order Requirements:**

Individual orders for less than 150 tons are exempt from purchase from this contract. User agencies will purchase by applicable purchasing procedures.

#### **5. Local Government/Non-TDOT Usage Instructions:**

- All Non-TDOT entities will use the same instructions listed in Section 1 - 4 of this document. Instructions specific to Non-TDOT entities are outlined in each section.
- Non-TDOT entities will purchase salt using the Non-TDOT pricing that is outlined in the "SWC 507 Rock Salt TDOT and County Pricing Sheet."
- Non-TDOT entities must have an *estimated* quantity in to the Contractor by October 1; however, this notice does not commit any user entity to any purchase.
- If a Non-TDOT entity informs their Contractor of their intent to purchase by October 1 of each contract year the Contractor will be obligated to provide service to that respective Non-TDOT entity. However, if a Non-TDOT entity fails to make this notification it will be left to the discretion of the Contractor as to whether or not they will service the requesting Non-TDOT entity.
- Non-TDOT purchases will be capped at 120%. After a Non-TDOT entity purchases 120% of their total estimate, it becomes the discretion of the Contractor as to whether or not they can meet the additional requests. Contractors should make every effort to service Non-TDOT entities that have additional requests, and should not deny requests if they have the capacity to service them.

#### **Requisition and Purchase Order Generation:**

- Requisitions and Purchase Orders should be generated using each agencies specific processes and guidelines.
- For information on how to create a requisition and/or purchase order please click on the "Agency Upgrade User Guide" link on the following page:  
<http://tn.gov/generalservices/article/agency-reference-material>

**Billing and Payment Instructions:**

- All invoices shall be F.O.B. destination- meaning rock salt shall be delivered to the customer and unloaded in-house or on-site by the Contractor. All charges for transportation and unloading are to be prepaid by the Contractor.
- The Contractor shall submit an itemized invoice, with all necessary supporting documentation, to the state agency billing address provided in the PO. The invoice will also include only charges for service described in the PO. Once the agency is in possession of the invoice the timeframe for payment begins and the agency will then follow their normal procedures for invoice payment.
- Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

**Miscellaneous Information:**

- If you have any questions about this contract and the products or services covered please contact the Contract Administrator listed on the first page of this document.

**Brentwood City Commission Agenda**

**Meeting Date:** 08/26/2019

Authorization for Purchase of Replacement Vehicles for Parks Dept. and Water Services

**Submitted by:** Chris Milton, Water & Sewer

**Department:** Water & Sewer

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**Information**

**Subject**

Authorization for Purchase of Replacement Vehicles for Parks Dept. and Water Services.

**Background**

The Parks and Water Services Departments are requesting the purchase of replacement work trucks of varying body styles as approved in the respective departments' capital equipment budgets for FY 2020.

The Water Services Department's budget includes the purchase of two replacement work trucks and the Parks Department's budget includes the purchase of one extended cab pickup truck. The three vehicles include one  $\frac{3}{4}$  ton utility service bed truck for Water Services, one extended cab pickup truck for Water Services and one extended cab pickup for the Parks Department. All three trucks are proposed to be purchased from one vendor, Wilson County Chevrolet of Lebanon, Tennessee, and therefore combined in this agenda item. These trucks will replace older, high mileage vehicles that will be placed on the surplus list or relegated to part-time use.

Pricing is in accordance with the State of Tennessee Statewide Contract (SWC) #209-56443, Light Duty Trucks. SWC agreements are created to provide state and local governments the ability to purchase vehicles from low-bid purchases, offered by the State's General Services Department. Detailed pricing for the individual truck purchases is included for your consideration. The purchase price of the three trucks from Wilson County Motors is outlined in the attached Pricing Summary exhibit and totals \$102,444.54.

Accordingly, Parks and Water Services Departments staff are recommending approval to purchase the three trucks from Wilson County Motor Co. in the amount of \$102,444.54. Please contact Dave Bunt or Chris Milton should you have any questions.

**Staff Recommendation**

Staff Recommends Approval.

**Previous Commission Action**

Board approval of capital equipment purchases for FY2020.

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**Fiscal Impact**

**Amount :** \$102,444.54

**Source of Funds:** Water & Parks

**Account Number:**

**Fiscal Impact:**

Water and Sewer Fund: Amount - \$70,598.94; Account - 412-16430

Parks Department Operating Budget: Amount - \$31,845.60; Account - 110-44400-89520

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**Attachments**

SWC209 Pricing Summary

SWC Parks Pricing & Spec

SWC Water Pricing & Spec

Contract Procurement Letter

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Pricing Summary  
Parks & Water Services  
City of Brentwood, TN

TN State Wide Contract (SWC)  
#209 Light Trucks and Chassis.

Description	TDOT SWC Pricing	No. Of Units	Total Price
2020 Chevy F-250 4x4 With Utility Body	\$39,589.34	1	\$39,589.34
2020 Chevy F-250 4x4 Ext. Cab Pickup (Water)	\$31,009.60	1	\$31,009.60
2020 Chevy F-250 4x4 Ext. Cab Pickup (Parks)	\$31,845.60	1	\$31,845.60
	Total Price		\$102,444.54



## Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountymotors.com

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[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

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**Note:**Photo may not represent exact vehicle or selected equipment.

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

Data Version: 8689. Data Updated: Jun 30, 2019 9:36:00 PM PDT.





## **Wilson County Motors**

Danielle Rodriguez | 615-444-9642 | [danielle@wilsoncountyauto.com](mailto:danielle@wilsoncountyauto.com)

# **City of Brentwood 2500 DBL Cab 2020**

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

**Image Not Available**



## Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

### Price Summary

#### PRICE SUMMARY

	VQ2	MSRP
Base Price	\$35,920.20	\$39,300.00
Total Options	(\$5,669.60)	\$2,530.00
Vehicle Subtotal	\$30,250.60	\$41,830.00
Destination Charge	\$1,595.00	\$1,595.00
<b>Grand Total</b>	<b>\$31,845.60</b>	<b>\$43,425.00</b>

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Data Version: 8857. Data Updated: Jul 22, 2019 9:37:00 PM PDT.



## Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

### ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
CGN	Chevytec spray-on bedliner Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (CMT) Gooseneck/5th Wheel Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Not available with any Ship Thrus EXCEPT (TCE), (TCH), (VSH) or (VTV).)	0.00 lbs	0.00 lbs	\$479.60	\$545.00
DBG	Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs	Inc.	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Deleted when (ZW9) pickup bed delete is ordered.)	0.00 lbs	0.00 lbs	Inc.	Inc.

### ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck/5th Wheel Package.)	0.00 lbs	0.00 lbs	\$242.00	\$275.00
NQH	Transfer case, two-speed active electronic Autotrac with push button control (Requires 4WD models.)	0.00 lbs	0.00 lbs	\$176.00	\$200.00

### ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailing with heated upper glass; (Not available with (PCV) WT Convenience Package. With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)	0.00 lbs	0.00 lbs	\$668.80	\$760.00

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## Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

### RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

### GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
JGC	GVWR, 10,350 lbs. (4695 kg) (STD) (Requires CC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

### ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

### TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

### WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

### TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	VQ2	MSRP
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)	0.00 lbs	0.00 lbs	\$0.00	\$0.00

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[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

### Standard Equipment

#### Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

#### Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,350 lbs. (4695 kg) (STD) (Requires CC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, high-capacity

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

#### Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

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## Wilson County Motors

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### [Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

#### Interior

Seats, front 40/20/40 split-bench (no storage) (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

USB port, located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

#### Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

#### Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

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[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck



**Note:**Photo may not represent exact vehicle or selected equipment.

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## **Wilson County Motors**

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# **City of Brentwood**

**[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck**





## Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountymotors.com

## Wilson County Motors

### Prepared By:

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Wilson County Motors  
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# Wilson County Motors

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[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

## Price Summary

PRICE SUMMARY		
	VQ2	MSRP
Base Price	\$35,920.20	\$39,300.00
Total Options	(\$6,505.60)	\$1,580.00
Vehicle Subtotal	\$29,414.60	\$40,880.00
Destination Charge	\$1,595.00	\$1,595.00
Grand Total	\$31,009.60	\$42,475.00

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[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

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### Technical Specifications

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## Wilson County Motors

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[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

### Selected Model and Options

MODEL			
CODE	MODEL	VQ2	MSRP
CK20753	2020 Chevrolet Silverado 2500HD 4WD Double Cab 149" Work Truck	\$35,920.20	\$39,300.00

COLORS			
CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP			
CODE	DESCRIPTION	VQ2	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00	\$0.00

SEAT TYPE			
CODE	DESCRIPTION	VQ2	MSRP
A52	Seats, front 40/20/40 split-bench (no storage) (STD)	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR			
CODE	DESCRIPTION	VQ2	MSRP
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR			
CODE	DESCRIPTION	VQ2	MSRP
CGN	Chevytec spray-on bedliner Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (CMT) Gooseneck/5th Wheel Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Not available with any Ship Thrus EXCEPT (TCE), (TCH), (VSH) or (VTV).)	\$479.60	\$545.00
DBG	Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Deleted when (ZW9) pickup bed delete is ordered.)	Inc.	Inc.

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### [Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

#### ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	VQ2	MSRP
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck/5th Wheel Package.)	\$242.00	\$275.00

#### ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	VQ2	MSRP
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailing with heated upper glass; (Not available with (PCV) WT Convenience Package. With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)	\$668.80	\$760.00

#### ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	VQ2	MSRP
VQ2	Fleet Processing Option	\$0.00	\$0.00

#### EMISSIONS

CODE	DESCRIPTION	VQ2	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00

#### CUSTOM EQUIPMENT

CODE	DESCRIPTION	VQ2	MSRP
Fed Tire	Federal Tire Fee	\$5.00	\$0.00
Gov Asst	Government Assistance	(\$8,500.00)	\$0.00
Region 3	Region 3 mark up	\$599.00	\$0.00

#### PAINT

CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00

#### AXLE

CODE	DESCRIPTION	VQ2	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00	\$0.00

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### [Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

#### SEAT TRIM

CODE	DESCRIPTION	VQ2	MSRP
H2G	Jet Black, Vinyl seat trim	\$0.00	\$0.00

#### RADIO

CODE	DESCRIPTION	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	\$0.00	\$0.00

#### GVWR

CODE	DESCRIPTION	VQ2	MSRP
JGC	GVWR, 10,350 lbs. (4695 kg) (STD) (Requires CC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)	\$0.00	\$0.00

#### ENGINE

CODE	DESCRIPTION	VQ2	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00	\$0.00

#### TRANSMISSION

CODE	DESCRIPTION	VQ2	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00	\$0.00

#### WHEELS

CODE	DESCRIPTION	VQ2	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	\$0.00	\$0.00

#### TIRES

CODE	DESCRIPTION	VQ2	MSRP
QHQ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00	\$0.00

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[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

SPARE TIRE			
CODE	DESCRIPTION	VQ2	MSRP
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered)	Inc.	Inc.
Options Total		(\$6,505.60)	\$1,580.00

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[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

### Standard Equipment

#### Package

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

#### Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,350 lbs. (4695 kg) (STD) (Requires CC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, high-capacity

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

#### Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

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### [Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

#### Exterior

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered)
Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
Bumpers, front, Black
Bumpers, rear, Black
CornerStep, rear bumper
BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
Moldings, beltline, Black
Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)
Headlamps, halogen reflector with halogen Daytime Running Lamps
Taillamps with incandescent tail, stop and reverse lights
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel.
Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black
Mirror caps, Black
Glass, solar absorbing, tinted
Tailgate and bed rail protection cap, top
Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
Door handles, Black grained

#### Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
Bluetooth for phone connectivity to vehicle infotainment system

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## Wilson County Motors

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### [Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

#### Interior

Seats, front 40/20/40 split-bench (no storage) (STD)
Vinyl seat trim
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double cab model.)
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
Steering wheel, urethane
Steering column, Tilt-Wheel, manual with wheel locking security feature
Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
Windows, power rear, express down (Not available on Regular Cab models.)
Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)
USB port, located on instrument panel
Power outlet, front auxiliary, 12-volt
Air conditioning, single-zone
Air vents, rear, heating/cooling (Not available on Regular Cab models.)
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

#### Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

#### Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

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Data Version: 9011. Data Updated: Aug 13, 2019 10:01:00 PM PDT.



## Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountymotors.com

### [Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

#### Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance (Deleted with (ZW9) pickup bed delete.)

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

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

#### Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

#### WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Data Version: 9011. Data Updated: Aug 13, 2019 10:01:00 PM PDT.



## Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountymotors.com

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[Fleet] 2020 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck

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**Note:**Photo may not represent exact vehicle or selected equipment.

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Data Version: 9011. Data Updated: Aug 13, 2019 10:01:00 PM PDT.



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**Statewide Multi-Year Contract Issued to:**

Wilson County Motor Co LLC  
903 S Hartman Dr

Lebanon, TN 37090

Vendor ID: 0000000869

**Contract Number: 0000000000000000000056443**

Title: SWC# 209 - Vehicles

Start Date : October 05, 2017 End Date: September 30, 2019

Is this contract available to local government agencies in addition to State agencies?: Yes

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.



Note: If "no", attach exemption request addressed to the Central Procurement Officer.

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone:  
Fax: 615-741-0684

**Line Information**

**Line 1**

Item ID: 1000179934  
*Police Vehicles, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-WILS-001  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 2**

Item ID: 1000179935  
*Sedans, Generic SWC209 Asset (Region 3)*  
Unit of Measure: EA  
Vendor Item/Part #:  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 3**

Item ID: 1000179938  
*Light Trucks (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-WILS-005  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 4**

Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-WILS-008  
Manufacturer Item #:  
Unit Price: \$ 0

APPROVED:

  
CHIEF PROCUREMENT OFFICER

BY:

  
PURCHASING AGENT

10/5/17

DATE

**Brentwood City Commission Agenda**

**Meeting Date:** 08/26/2019

Authorization for Purchase of Replacement Vehicle for the Water Services Department

**Submitted by:** Chris Milton, Water & Sewer

**Department:** Water & Sewer

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**Information**

**Subject**

Authorization for Purchase of Replacement Vehicle for the Water Services Department.

**Background**

The Water Services Department is requesting approval to purchase a replacement single axle dump truck as included in the department's capital equipment budget for FY 2020.

This new truck will replace the department's older, high-mileage dump truck that will be placed on the surplus list.

The single axle dump truck is proposed to be purchased from Worldwide Equipment of Lexington, KY. The purchase price and detailed specifications for this equipment are in accordance with the State of Tennessee Statewide Contract (SWC) #209-56450, Heavy Trucks. SWC agreements are created to provide state and local governments the ability to purchase vehicles from low-bid purchases offered by the State's General Services Department. The purchase price of the vehicle is \$98,453, which is within the \$180,000 budget for vehicle purchases this year.

Accordingly, Water Department staff are recommending approval to purchase the single axle dump truck from Worldwide Equipment under state contract in the amount of \$98,453.

Please contact Chris Milton, Water Services Director, should you have any questions.

**Staff Recommendation**

Staff recommends approval.

**Previous Commission Action**

Approval of Capital Equipment Budget for FY 2020.

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**Fiscal Impact**

**Amount :** \$98,453.00

**Source of Funds:** Water/Sewer Capital Equip.

**Account Number:** 412-16430

**Fiscal Impact:**

Funds are available in the Water and Sewer Fund for this purpose.

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**Attachments**

State Contract Pricing & Specifications

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**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES  
CENTRAL PROCUREMENT OFFICE**

**Statewide Multi-Year Contract Issued to:**

Worldwide Equipment Inc  
6614 Wilbanks Rd

Knoxville, TN 37912

Vendor ID: 0000084264

**Contract Number: 0000000000000000000056450**

Title: SWC# 209 - Vehicles

Start Date : October 05, 2017 End Date: September 30, 2019

Is this contract available to local government agencies in addition to State agencies?: Yes

**Authorized Users.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone:  
Fax: 615-741-0684

**Line Information**

**Line 1**

Item ID: 1000179939  
*Medium Trucks (Class 6,7) Chassis Cab, Generic SWC209 Asset (Regions 1-4)*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-WORL-006  
Manufacturer Item #:  
Unit Price: \$ 0

**Line 2**

Item ID: 1000179941  
*Optional Equipment, Generic SWC209 Asset*  
Unit of Measure: EA  
Vendor Item/Part #: SWC209-WORL-008  
Manufacturer Item #:  
Unit Price: \$ 0

APPROVED: **Michael F. Perry - KH**  
CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry - KH  
DN: cn=Michael F. Perry - KH, o=State of  
Tennessee - General Services, ou=Central  
Procurement Office,  
email=MAF.Perry@tn.gov, c=US  
Date: 2017.10.03 14:13:26 -0500

BY:   
PURCHASING AGENT

10/3/2017  
DATE



Worldwide Equipment - Lexington (W008)  
945 Nandino Blvd.  
Lexington, Kentucky 40511

City of Brentwood

Phone: 859 281-5152  
Fax: 8592534639  
Email:

Phone: 6153710080  
Fax:  
Contact Email:

## Customer Quote

### Equipment

Quantity:	1
Truck Price:	\$120,280
Dealer Options:	\$0
Extended Warranty:	\$0
Equipment Price:	\$98,630
Surcharges Not Subject to Discount:	\$0
Options Not Subject to Discount:	\$0
Factory Freight Cost:	\$2,475
Total Equipment Price:	<u>\$101,105</u>

**NET Sale Price:** **\$98,430**

### Miscellaneous

FET Tire Credit:	\$0
Net Chassis FET:	\$0
State Tax:	\$0
Body/Trailer/Accessories FET:	\$0
Fees:	\$0
Other:	\$0

**Quotation Total:** **\$98,430**

This quotation worksheet is provided to aid dealers in their pricing efforts. Since PACCAR Inc and its truck divisions have no control over data input and various transactional circumstances that may affect the FET calculation, it is not to be considered tax advice. The dealer should consult his own tax advisor for the proper calculation of any taxes under the variety of circumstances, which may occur.

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Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed.

Price Level: January 1, 2019

Date: July 02, 2019

Deal: City of Brentwood Dump

Quote Number: QUO-414029-F9M9Y3

Printed On: 7/2/2019 10:06:22 AM

(615) 244-9720

QUOTE SHEET

FAX (615) 244-9719

ROGERS MANUFACTURING CO., INC.

110 Transit Avenue  
Nashville, Tennessee 37210

P.O.Box 100187  
Nashville, Tennessee 37224

Customer #: 859872

Quote Good for 60 Days

Quote #: 006988

Name: WORLDWIDE EQUIP-KNOX

Quote Date: 6/25/19

Address: 6614 WILBANKS RD.

Quoted To: DYLAN CUTSHAW

KNOXVILLE

TN

37912

Quantity:

Phone #: 865/688-4300

Fax #:

Invoice No.:

Order Date:

P.O.#:

Owner: CITY OF BRENTWOOD

Body Model#: 100RM2N5

Truck:

I.D.#:

Body Length: 10'-0"

Truck Cab to Axle: 84"

Height Side: 30"

Width Inside: 7'-4"

Outside: 8'-0"

Height T/G: 36"

Color: BLACK

Cylinder: FRONT MOUNT TELESCOPIC

Cabshield: 20"

Asphalt Lip: 8"

Cab Controls: HOTSHIFT PTO/PUMP

Tarp: ELECTRIC, ALUMINUM ARMS, RUB RAIL SPRINGS, VINYL COVER,

Tailgate: AIR LATCH, STRAIGHT, 10 GA MATERIAL, LONG SPREADER CHAINS,  
PINS INSIDE,

7 GA. FLOOR, 10 GA. SIDES AND FRONT, ALL SHEET STEEL HI TENSILE,

4" @ 5.4 LBS/FT CHANNEL CROSS MEMBERS ON APROX 12" CENTERS,

8" @ 11.5 LBS/FT CHANNEL SUB FRAME FOR BODY AND HOIST FULL CHASSIS LENGTH,

3 1/2" X 3 1/2" X 3/16" TUBING TOP RAILS, FRONT AND REAR BOARD POCKETS,

FLAT BAR STEPS AND WALK ROD EACH SIDE, DEFLECTORS BETWEEN SIDE POST,

LED MARKER LIGHTS TO MEET FMVSS # 108, 6" LED STOP/TURN ON REAR POST,

8" BOARD TOP OF EACH SIDE PAINTED BLACK, 50 TON PINTLE HITCH W/ GLADHANDS &

7 PIN ELECTRICAL CONNECTION (USING DEALER SUPPLIED TRACTOR PACKAGE),

TRANSMISSION: ALLISON AUTOMATIC

Price Each

\*NOTE: DEALER OT HAVE TRACTOR PACKAGE WITH AIRLINES & ELECTRICAL TO REAR OF  
CHASSIS FOR PINTLE HITCH.

FOB NASHVILLE TN

Net Before Taxes 15,950.00

Fed. Excise Tax

QUOTE # 6988

REFER #

QUOTED BY: JB

Total

Expected Completion Date:

TN Sales Tax

Terms:

Total



Worldwide Equipment - Lexington (W008)  
945 Nandino Blvd.  
Lexington, Kentucky 40511

City of Brentwood  
5211 Maryland Way  
Brentwood, Tennessee 37027  
United States of America

Dylan Cutshaw  
Phone:  
Email: dylan.cutshaw@thetruckpeople.com

Phone:  
Email:

## Vehicle Summary

Unit		Chassis	
Model:	T370 SERIES CONVENTIONAL	Fr Axle Load (lbs):	12000
Type:	FULL TRUCK	Rr Axle Load (lbs):	21000
Description 1:	City of Brentwood Dump	G.C.W. (lbs):	33001
Description 2:	City of Brentwood Dump		
Application		Road Conditions:	
Intended Serv.:	Local pickup & delivery: Vehicles which	Class A (Highway)	85
Commodity:	General freight.	Class B (Hwy/Mtn)	10
Body		Class C (Off-Hwy)	5
Type:	End dump.	Class D (Off-Road)	0
Length (ft):	10	Maximum Grade:	6
Height (ft):	12	Wheelbase (in):	153
Max Laden Weight (lbs):	4000	Overhang (in):	63
Trailer		Fr Axle to BOC (in):	68
No. of Trailer Axles:	0	Cab to Axle (in):	85
Type:		Cab to EOF (in):	148
Length (ft):	0	Overall Comb. Length (in):	256.9
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: \_\_\_\_\_

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

**Note: All sales are F.O.B. designated plant of manufacture.**





Std/ Opt	Description	Weight
<b>Model</b>		
O	<b>T370 SERIES CONVENTIONAL</b> Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floormat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.	9,509
S	<b>T370 Class 7: Medium-Duty Conventional.</b>	0
O	<b>Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.</b>	0
O	<b>Medium-duty 4x2 automatic.</b>	0
<b>Engine &amp; Equipment</b>		
O	<b>PACCAR PX-9 330 2017 330@2000 320@2200 1000@1400</b> Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09260 P14 65....Max Vehicle Speed in Top Gea N09440 P11 NO....Engine Protection Shtdwn N09460 P06 NO....Gear Down Protection N09300 P19 65....Max Cruise Control Speed N09720 P230 YES...Enable Hot Ambient Automatic N09500 P02 NO....Cruise Control Auto Resume N09520 P04 NO....Auto Engine Brake in Cruise N09480 P26 1400..Max PTO Speed N09580 P32 5.....Idle Shtdwn Time N09680 P33 NO....Idle Shtdwn Override N09560 P520 YES...Enable Idle Shutdown Park Br N09600 P233 YES...Enable Impending Shutdown Wa N09780 P47 80....High Ambient Temperature Thr N09740 P46 40....Low Ambient Temperature Thre N09200 N205 120...Standard Maximum Speed Limit N09620 P234 60....Timer For Impending Shutdown N09360 N203 252...Reserve Speed Function Reset N09640 P516 35....Engine Load Threshold N09400 N206 10....Maximum Active Distance (N20 N09420 N201 0.....Reserve Speed Limit Offset ( N09760 P56 60....Intermediate Ambient Tempera N09380 N202 0....Maximum Cycle Distance (N202 N09220 N207 0....Expiration Distance (N207) N09540 N209 0....Expiration Distance (N209)	555
S	<b>PremierSpec</b>	0
O	<b>Effective VSL Setting NA</b>	0

Price Level: January 1, 2019  
Deal: City of Brentwood Dump  
Printed On: 6/17/2019 11:17:43 AM

Date: June 17, 2019  
Quote Number: QUO-414029-F9M9Y3

Std/ Opt	Description	Weight
O	Engine Idle Shutdown Timer Enabled	0
O	Enable EIST Ambient Temp Override	0
O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
S	Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0
O	Fan Hub: Horton On/Off for PX-9 or ISLG	0
S	Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0
O	Exhaust: 2017 EPA RH Under Cab DPF/SCR For PX-9 w/ Single Horizontal Tailpipe.	170
O	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	0
O	Run Aid:None *For Fuel Filter	0
S	Start Aid:None *For Fuel Filter	0
O	Engine block heater plug mounted LH fender bracket.	0
O	Block heater, PACCAR 750 watt 120V for PX-6 and PX-7, 1000 watt for PX-8 and PX-9 or ISL9 engines .	2
S	Alternator: PACCAR 160 amp, brush type	0
S	Batteries: 2 PACCAR GP31 threaded post (700-730) 1400-1460 CCA dual purpose.	0
S	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
O	Battery disconnect switches 2, mounted on battery box.	2
O	Multi-function engine connector for body builder interface for Cummins.	0

### Transmission & Clutch

O	Transmission: Allison 3500RDS 6-speed w/PTO drive gear. 5th Gen Controls. Limited to 860 lb.-ft. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	291
O	Driveline: 2 Dana standard-duty; 1 centerbearing. *Standard duty is 1710 series.	77
O	Torque converter included w/Allison Transmission.	0

<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
O	Delete Allison Fuel Sense	0
O	J1939 Park Brake Auto Neutral	0
O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0
<b>Front Axle &amp; Equipment</b>		
S	Meritor MFS12E PLUS 12.5K rated at 12K 3.5in. drop standard track.	0
S	Front brakes included w/ front hub package.	0
S	Drum Brake Knuckle for use on Meritor MFS PLUS Steer Axle	0
S	Air Brake: 14,600 lb. package includes Bendix 16-1/2 x5 brakes, cast drums, aluminum 10-bolt hub pilot Preset hubs, hubcaps, oil seals & automatic slack adjusters. For use w/ 22-1/2in. wheels.	0
S	Front Springs: Taperleaf 12K w/ shock absorber for use on 2010+ chassis w/ 22.5in. wheels only.	0
S	Single power steering gear: 13.2K for air brakes.	0
O	Front frame raised 0.8 inches. for ground clearance with 22.5 in. tires	0
<b>Rear Axle &amp; Equipment</b>		
O	Single Meritor MS21-14x4 rear axle rated at 21K.	15
O	Rear Axle Ratio - 5.57.	0
S	Single rear brakes included w/rear hub package.	0
S	23K air brake package includes 16-1/2x7 in. brakes, cast drums, aluminum 10-bolt hub pilot Preset hubs, automatic slack adjusters and oil seals for use w/ 22.5 in. wheels.	0
S	Spring Brake: 3030 high output single.	0
S	Bendix 4S/4M anti-lock brake system.	0
O	Meritor driver controlled differential lock for single rear axle.	0
O	Rear suspension: single Reyco 79KB taperleaf 21K. Medium-duty. Unladen Height: 9 in. Laden Height: 7.5 in. Not rear air disc brake compatible.	0
<b>Tires &amp; Wheels</b>		
O	Front tires: Bridgestone R268 Ecopia 11R22.5	8



Std/ Opt	Description	Weight
	14PR. 41.5 in. diameter, all position. F-side wall protector bar. 19.3 in. SLR. For P&D & construction vocations. Smartway certified.	
O	<b>Rear tires: Bridgestone L320 11R22.5 16PR.</b> 42.5 in. diameter, all position. 19.8 in. SLR. Code is priced per pair of tires.	0
O	<b>Rear Tire Quantity: 4</b>	0
S	<b>Front Wheel: Accuride 51487 22.5x8.25 steel</b> Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 5-hand hole. Air disc brake compatible.	0
S	<b>Rear Wheel: Accuride 51487 22.5x8.25 steel</b> Steel Armor[TM] powder coat, hub-pilot mount. 7400lb. maximum rating. 5-hand hole. Air disc brake compatible. Code is priced per pair of wheels.	0
O	<b>Powder coat white steel wheel. Use in conjunction</b> with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
O	<b>Rear Wheel/Rim Quantity: 4</b>	0
<b>Frame &amp; Equipment</b>		
S	<b>Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to</b> 308 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in.-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	0
S	<b>Bumper: Aerodynamic, Painted. Requires a</b> bumper setting code.	0
S	<b>40.9 in. Bumper setting. Requires a bumper code.</b>	0
O	<b>Removable Front Tow Hooks: 2.</b>	15
S	<b>Front mudflaps.</b>	0
O	<b>Battery box cantilever aluminum BOC with</b> fiberglass cover.	0
S	<b>Battery box location: LH Side.</b>	0
O	<b>T270/370 Non-polished 2010 or later DPF/SCR cover</b> with cab access step assembly, RH under. End plates will be painted standard black frame color.	0
S	<b>One-piece welded crossmember assembly with 12mm</b> frame fasteners, center and rear frame. Standard crossmember.	0
S	<b>Square end-of-frame w/o crossmember; non-towing.</b>	0

#### Fuel Tanks & Equip

Std/ Opt	Description	Weight
O	<b>Fuel Tank: 56 US gallon 24.5in. aluminum under replace.</b>	-45
O	<b>Small round DEF tank. 11 gallons of</b> usable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
S	<b>Standard DEF to fuel fill ratio: 2:1 or greater.</b>	0
S	<b>DEF tank location is on the LH.</b>	0
O	<b>Location: 56 gal fuel tank LH under cab</b>	0

### Cab & Equipment

S	<b>Cab: Curved Glass Conventional.</b> Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	0
S	<b>Hood: Sloped aerodynamic hood includes</b> grill & separate bumper.	0
S	<b>Cab heater: W/integral defrosters &amp; A/C 45,000</b> btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
S	<b>Adjustable telescoping tilt steering column.</b>	10
O	<b>Two spare switches: Wired to power.</b>	0
S	<b>Instrument package: Includes speedometer,</b> tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
S	<b>Cab interior: Pinnacle. Includes vinyl headliner</b> & cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.	0
S	<b>Driver Seat: Kenworth Air Cushion Plus IB Cloth</b> .Standard features include 7 in. fore and aft slide adjustment with isolator, 6 to 23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide with 2 position tilt and 2 position front cushion extension. Seat material has a horizontal stitch pattern and is 2 tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3 point matching seat belts. Grey seat belts.	0



Std/ Opt	Description	Weight
O	<b>Rider seat: Kenworth Air cushion Plus HB cloth.</b> Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	0
O	<b>Kenworth Radio with AM/FM/WB</b>	4
S	<b>Self cancelling turn signal: W/head light dimmer switch .</b>	0
S	<b>Cab access contoured grabhandles, LH/RH.</b>	0
S	<b>Daylite Door: LH/RH includes RH peeper window</b>	0
O	<b>Single air horn under cab.</b>	3
S	<b>Dual convex mirrors 7-1/2 in. w/ offset mounting, and non-heated.</b>	0
S	<b>Look-Down, Pass. Door, Stainless 8.5x4.4</b>	0
S	<b>Mirror: Dual Prutsmann mirror 7 in. x 16 in. polished stainless steel, and non-heated.</b>	0
S	<b>Mirror brackets 8-1/2 ft load width.</b>	0
S	<b>Rear Cab Stationary Window 17 in. x 36 in.</b>	0
S	<b>Manual LH &amp; electric-powered RH door window.</b> Switch located on door.	0
<b>Lights &amp; Instruments</b>		
S	<b>Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam</b>	0
O	<b>Marker Lights: Five, rectangular, LED</b>	0
S	<b>Turn Signal Lights: Mounted on fender</b>	0
O	<b>LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.</b>	3
<b>Air Equipment</b>		
O	<b>Air dryer: Bendix AD-SP heated.</b> With 2010 engine installations the dryer is mounted under the hood.	0
O	<b>Full truck kit: Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash</b>	15





Std/ Opt	Description	Weight
	mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	
O	<b>Trailer ABS electric supply through SAE J560</b> 7-pin connector per TMC RP137).	0
<b>Extended Warranty</b>		
O	<b>Base Warranty - PACCAR PX-9 Engine</b> 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
S	<b>Base Warranty - Standard Service Medium Duty</b> 12 months / Unlimited miles & km	0
<b>Miscellaneous</b>		
O	<b>Ship to Dealer.</b> W008 945 Nandino Blvd. Lexington 40511	0
O	<b>GHG Secondary Manufacturer: Does Not Apply</b>	0
O	<b>Warning triangle reflector kit: Floor mounted</b> parallel to back wall between seats. Kit consists of 3 triangles in plastic carrying case. For day cab only.	12
O	<b>One 5 lb. dry chemical type fire extinguisher</b> mounted outboard of driver seat. Class ABC.	11
<b>Promotions</b>		
<b>Paint</b>		
O	<b>Paint color number(s).</b> N9702 A - L0006 WHITE N9770 BUMPER L0006 WHITE N9720 FRAME N0001 BLACK	0
S	<b>Bumper Painted Color A</b>	0
O	<b>Day Cab Standard Paint</b>	0
S	<b>1 - Color Paint - Day Cab</b> Color will be White if no other color is specified.	0
S	<b>Base coat/clear coat.</b> The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

## Order Comments

Price Level: January 1, 2019  
Deal: City of Brentwood Dump  
Printed On: 6/17/2019 11:17:43 AM

Date: June 17, 2019  
Quote Number: QUO-414029-F9M9Y3



Total Weight

10,704

## Prices and Specifications Subject to Change Without Notice.

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Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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### **PRICING DISCLAIMER**

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## **Brentwood City Commission Agenda**

**Meeting Date:** 08/26/2019

Appointment of Carol Crigger to serve on the Historic Commission as the Planning Commission representative

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Appointment of Carol Crigger to serve on the Historic Commission as the Planning Commission representative.

#### **Background**

Section 2-177 of the Brentwood Municipal Code (see attached) sets forth the membership composition of the 12-member Brentwood Historic Commission. As you are aware, one member is a member of the Board of Commissioners appointed by the mayor, ten of the members are at-large members appointed by the Board of Commissioners, and one member is a Planning Commissioner. In the past, the Planning Commission has appointed its representative. However, it was recently discovered that the Municipal Code provides that the Board of Commissioners appoints this member as well. This provision of the code is an anomaly compared to the other situations where a member of one board sits on another board. In all of these other situations, the appointing board selects its own member, not the Board of Commissioners.

Carole Crigger has been a member of the Planning Commission since 2007, and has served as the Planning Commission representative to the Historic Commission since that time. Ms. Crigger served on the Historic Commission as an at-large member for several years prior to her becoming the Planning Commission's representative. To be consistent with the Municipal Code, staff is requesting the Board of Commissioners ratify the Planning Commission's designation of Carole Crigger as the Planning Commission Representative to the Brentwood Historic Commission.

Pursuant to Section 2-177(b) of the Code, the term for the appointment will be consistent with Ms. Crigger's term as a member of the Planning Commission.

#### **Staff Recommendation**

N/A

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**Fiscal Impact**

**Attachments**

Section 2-177

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## **Sec. 2-177. - Creation; membership.**

In order to encourage the intent of this division, there is hereby established an advisory board to be known as the Brentwood Historic Commission. Such commission shall consist of 12 members. The members of such commission shall be selected on the following basis:

- (1) One member of such commission shall be a member of the board of commissioners appointed by the mayor to serve a term consistent with his elected term of office.
- (2) One member of such commission shall be a member of the planning commission appointed by the board of commissioners to serve a term consistent with his term as a member of the planning commission.
- (3) Ten at-large members of the historic commission shall be appointed by the board of commissioners pursuant to the following provisions:
  - a. Each of the appointees shall be a resident of the city.
  - b. Terms of the members, after expiration of the initial members' terms, shall be three years.
  - c. Appointees should have a background and experience indicative of a desire to be involved in the recognition and preservation of the city's history.

(Code 1978, § 1-1604(1); Ord. No. 91-65, § 1, 12-18-91; Ord. No. 2000-04, § 1, 2-14-2000; Ord. No. 2004-09, § 1, 2-9-2004)

## **Brentwood City Commission Agenda**

**Meeting Date:** 08/26/2019

Notice of Future Appointment of One (1) Member to the Historic Commission (For Information Only)

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Notice of Future Appointment of One (1) Member to the Historic Commission (For Information Only)

#### **Background**

At the September 23, 2019 meeting, the Board of Commissioners will appoint one (1) member to the Historic Commission. The appointee will serve the unexpired term of Todd Martin ending on February 28, 2021.

Applicants must be residents of the City of Brentwood.

Applications must be submitted by September 13, 2019 to the City Recorder at Brentwood City Hall, 5211 Maryland Way, or by mail to P. O. Box 788, Brentwood, TN 37024-0788, or by an online submittal through the City's website ([www.brentwoodtn.gov](http://www.brentwoodtn.gov)).

Notice of the upcoming appointments and process/deadlines for applications will also be published in the Tennessean Williamson and posted online at the City's web page ([www.brentwoodtn.gov](http://www.brentwoodtn.gov)) and on the Brentwood City Government Cable Channel (BTV on Comcast).

#### **Staff Recommendation**

n/a

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### **Fiscal Impact**

#### **Attachments**

*No file(s) attached.*

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