



**Agenda for the Regular Meeting of Board of Commissioners
Monday, July 25, 2022 - 7:00 pm
Brentwood City Hall**

Call to Order by Mayor
Roll Call
Invocation by Vice Mayor Andrews
Pledge of Allegiance to the Flag by Commissioner Dunn

Approval or Correction of Minutes

July 11, 2022

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

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

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

Consent Agenda

1. Resolution 2022-69- A RESOLUTION AUTHORIZING THE USE OF A COMPETITIVE SEALED PROPOSALS PROCESS FOR NEXTIVITY CEL-FI TECHNOLOGY AND INSTALLATION SERVICES FOR THE JOHN P. HOLT BRENTWOOD LIBRARY AND THE POLICE HEADQUARTERS FACILITY PURSUANT TO SECTION 2-209 OF THE BRENTWOOD MUNICIPAL CODE, for adoption
2. Resolution 2022-74 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIBRARY IDEAS, LLC FOR FREEGAL MUSIC SUBSCRIPTION AT THE JOHN P. HOLT BRENTWOOD LIBRARY, for adoption

3. Resolution 2022-76 - A RESOLUTION AUTHORIZING AN ADDENDUM TO THE AGREEMENT WITH RJ YOUNG COMPANY FOR CONSOLIDATED COPIER SERVICES, for adoption
4. Resolution 2022-77 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH OCLC, INC. FOR CATALOGING ANNUAL MAINTENANCE FOR THE JOHN P. HOLT BRENTWOOD LIBRARY, for adoption
5. Approval to purchase lighting upgrades at Crockett Park
6. Approval to purchase traffic signal equipment
7. Approval to purchase compact track loader for Water Services Department
8. Approval to purchase SmartNet and ISE renewals
9. Approval to purchase a Mack/Petersen TL-3 grapple truck for the Public Works Department

Old Business

1. Ordinance 2022-06 - AN ORDINANCE ESTABLISHING A R-2 (SUBURBAN RESIDENTIAL) ZONING CLASSIFICATION FOR CERTAIN PROPERTY LOCATED ON THE NORTH AND SOUTH SIDES OF SAM DONALD ROAD, EAST OF ITS INTERSECTION WITH SPLIT LOG ROAD TO INCLUDE THE ADJOINING PORTIONS OF SAM DONALD ROAD, for consideration on second and final reading
2. Other old business

New Business

1. Resolution 2022-43 - A RESOLUTION ANNEXING CERTAIN TERRITORY UPON WRITTEN CONSENT OF THE OWNERS BEING LOCATED ON THE NORTH AND SOUTH SIDES OF SAM DONALD ROAD, EAST OF ITS INTERSECTION WITH SPLIT LOG ROAD TO INCLUDE THE ADJOINING PORTIONS OF SAM DONALD ROAD
2. Resolution 2022-78 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CUNNINGHAM CONSTRUCTION FOR CARONDELET AREA WATER LINE REPLACEMENT PROJECT, for adoption
3. Other new business



Kirk Bednar
City Manager

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

Brentwood City Commission Agenda

Meeting Date: 07/25/2022

Approval or correction of minutes from Regular Scheduled Commission meeting

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the July 11, 2022 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

DRAFT

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, July 11, 2022 at 7:00 pm at Brentwood City Hall.

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

Absent: Commissioner Regina Smithson

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

Present: City Recorder Holly Earls

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

Public Hearing

Public hearing for Ordinance 2022-06 - AN ORDINANCE ESTABLISHING A R-2 (SUBURBAN RESIDENTIAL) ZONING CLASSIFICATION FOR CERTAIN PROPERTY LOCATED ON THE NORTH AND SOUTH SIDES OF SAM DONALD ROAD, EAST OF ITS INTERSECTION WITH SPLIT LOG ROAD TO INCLUDE THE ADJOINING PORTIONS OF SAM DONALD ROAD

Public Hearing was opened on Ordinance 2022-06.

The following persons spoke:

Charmaine Weis, 1536 Underwood Drive, Nolensville, TN

The public hearing was closed.

Approval or Correction of Minutes

June 27, 2022

Moved by Commissioner Mark Gorman for approval of the minutes as written, seconded by Commissioner Susannah Macmillan

Vote: 6 - 0 Approved - Unanimously

Consent Agenda

Resolution 2022-68 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CONVERGINT TECHNOLOGIES FOR DOOR ACCESS SYSTEM FOR FIRE STATION 5, for adoption

Resolution 2022-70 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE GRAYSHIFT, LLC FOR GRAYKEY SOFTWARE SERVICES, for adoption

Resolution 2022-71 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH WINDROW PHILLIPS GROUP FOR GOVERNMENT RELATIONS SERVICES, for adoption

Resolution 2022-73 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH FILEONQ, INC. FOR PROPERTY AND EVIDENCE MANAGEMENT SOFTWARE, for adoption

Resolution 2022-75 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH LEATHERWOOD, INC FOR DECONSTRUCTION SERVICES AT THE BRENTVALE CABIN IN CROCKETT PARK, for adoption

Approval to pay computer-aided dispatch (CAD), RMS, and crime mapping annual maintenance

Approval to purchase Motorola annual maintenance for the radio system

Approval to purchase six portable radios and related accessories for the Fire and Rescue Department

Moved by Vice Mayor Nelson Andrews for approval of the items on the Consent Agenda, seconded by Commissioner Susannah Macmillan

Vote: 6 - 0 Approved - Unanimously

New Business

Ordinance 2022-11 - AN ORDINANCE AMENDING SECTION 78-42(a) OF THE MUNICIPAL CODE RELATIVE TO ADMINISTRATIVE APPROVALS, for consideration on first reading

Moved by Commissioner Ken Travis for passage of Ordinance 2022-11, seconded by Commissioner Mark Gorman

Vote: 6 - 0 Approved - Unanimously

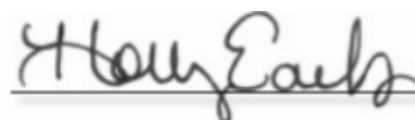
Resolution 2022-72 - A RESOLUTION AUTHORIZING PARTICIPATION IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)/TENNESSEE EMERGENCY MANAGEMENT AGENCY (TEMA) HAZARD MITIGATION GRANT PROGRAM (HMGP), COMMONLY REFERRED TO AS THE FLOOD BUY-OUT PROGRAM, FOR PURCHASE OF A DWELLING SUBSTANTIALLY DAMAGED IN THE MARCH, 2021 FLOOD, for adoption

Moved by Commissioner Anne Dunn for approval, seconded by Commissioner Susannah Macmillan

Vote: 6 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:36 pm.

APPROVED _____



Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 07/25/2022

Res 2022-69 - Approval to Use a Competitive Sealed Proposals Process for the Procurement of Nextivity Cel-Fi Technology and Installation Services

Submitted by: Sarah VanWormer, Technology

Department: Technology

Information

Subject

Res 2022-69 - Staff requests approval to use a competitive sealed proposals process for procurement of Nextivity Cel-Fi technology and installation services for the Library and Police Headquarters.

Background

The John P. Holt Brentwood Library and the Police Department Headquarters (PDHQ) have poor cellular service inside the buildings. The sparse availability of cellular service presents accessibility and safety issues for customers and employees.

The Technology department recently procured an engineered design for the Nextivity Cel-Fi system for the library and PDHQ. Nextivity has a Service Organization Control (SOC) 2 Type 1 certification in Security and Availability for the administration software application. Although staff has determined the appropriate technology needed, it is important to find a vendor appropriately qualified for the installation. Therefore, staff now recommends the issuance of a request for proposals to solicit a vendor to provide the Nextivity Cel-Fi equipment and installation services for the recommended design.

Because qualifications, experience, and technical competence are important factors in this procurement, staff is requesting City Commission approval to use a competitive sealed proposal process to find the best vendor for these services. Once a vendor is selected a contract for the required services will be submitted to the Commission for approval.

Please direct any questions to the Technology Department.

Staff Recommendation

Staff recommends approval.

Fiscal Impact

Amount : N/A

Source of Funds:

Account Number:

Fiscal Impact:

Attachments

Resolution 2022-69

RESOLUTION 2022-69

AN RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE USE OF A COMPETITIVE SEALED PROPOSALS PROCESS FOR NEXTIVITY CEL-FI TECHNOLOGY AND INSTALLATION SERVICES FOR THE JOHN P. HOLT BRENTWOOD LIBRARY AND THE POLICE HEADQUARTERS FACILITY

WHEREAS, state law and Section 2-209 of the Brentwood Municipal Code acknowledge that there are occasions when the use of competitive bids may not be practical or advantageous to the City when qualifications, experience, or competence are more important than price in making a purchase; and

WHEREAS, in such cases, the use of a competitive sealed proposal procurement method will assist in choosing the best solution; and

WHEREAS, the City seeks to purchase Nextivity Cel-Fi technology and installation services for the John P. Holt Brentwood Library and the Police Headquarters Facility, and qualifications, experience, and competence are important factors in this procurement, necessitating the use of a competitive sealed proposal procurement process.

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

SECTION 1. That City staff are hereby authorized to use a competitive sealed proposal process for the procurement of the purchase of Nextivity Cel-Fi technology and installation services for the John P. Holt Brentwood Library and the Police Headquarters Facility.

SECTION 2. Such process shall be undertaken in accordance with the provisions of Tenn. Code Ann. § 12-3-1207 and Section 2-209 of the Brentwood Municipal Code.

SECTION 3. 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

Brentwood City Commission Agenda

Meeting Date: 07/25/2022

Resolution 2022-74 - Approval to Purchase Freegal Music From Library Ideas, LLC

Submitted by: Susan Earl, Library

Department: Library

Information

Subject

Resolution 2022-74 - Approval to Purchase Freegal Music From Library Ideas, LLC

Background

The John P. Holt Brentwood Library provides Freegal Music as a service to patrons seeking streaming and downloadable music. Music available on Freegal is accessible both from their website and Android/iPhone mobile apps, ranges from the Chicago Symphony Orchestra and Frank Sinatra to Bruce Springsteen and Pink Floyd. Playlists can also be tailored to a library program or service to augment our service to the public. Freegal Music is very popular with patrons and has been offered for several years. The number of users has increased 34% since last year.

They have not increased their prices since 2014. This year they are asking for a price increase; however, staff negotiated a three-year agreement with no increase for FY 23 and a 1% increase in FY 24 and FY 25. Therefore, the annual cost for FY23 will be \$20,085; the cost for FY24 will be \$20,285.85; and the cost for FY25 will be \$20,488.71.

Staff Recommendation

Staff requests approval of the attached resolution adopting an agreement with Library Ideas, LLC for Freegal Music.

Previous Commission Action

On July 14, 2021, the City Commission approved the renewal of Freegal Music from Library Ideas, LLC.

Fiscal Impact

Amount : \$20,085.00

Source of Funds: General Fund

Account Number: 110-44800-82331

Fiscal Impact:

Funding is available for this purpose in the Library's FY 2023 adopted budget.

Attachments

Resolution 2022-74

COB Contract No. 2022-104

Freegal Invoice

RESOLUTION 2022-74

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND LIBRARY IDEAS, LLC FOR FREEGAL MUSIC SUBSCRIPTION AT THE JOHN P. HOLT BRENTWOOD LIBRARY, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Library Ideas, LLC for freegal music subscription at the John P. Holt Brentwood Library, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn



library ideas

Library Ideas, LLC

P.O. Box 9

Vienna, Virginia 22183

I hereby agree to extend the library's subscription for the services indicated, for the term indicated, and at the price indicated below. **These renewals are subject to the terms and conditions of the agreement between the parties dated July 13, 2020.**

<u>Service Name</u>	<u>Term</u>	<u>Pricing</u>	<u>Cardholder Limit</u>
Freegal Music	7/1/22-6/30/23	\$20,085.00	7 DLs/Week 24 Hours Streaming/Day
Freegal Music	7/1/23-6/30/24	\$20,285.85	7 DLs/Week 24 Hours Streaming/Day
Freegal Music	7/1/24-6/30/25	\$20,488.71	7 DLs/Week 24 Hours Streaming/Day
Total:		\$60,859.56	

An invoice will be sent at the beginning of each subscription term.

The library understands this renewal is irrevocable as of signature, and payment is due by the terms of the invoice or as otherwise agreed to.

Library:

BRENTWOOD LIBRARY

By: _____
Authorized Agent/Representative

Print Name/Title

Date: _____

Address:

BRENTWOOD LIBRARY

Dustin Goforth

8109 Concord Road

Brentwood, TN 37027

dustin.goforth@brentwoodtn.gov

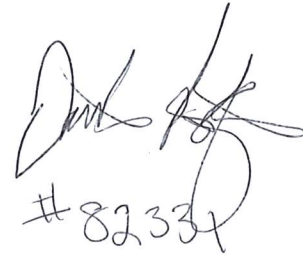
Library Renewal Agreement v12/28/2016

Library Ideas LLC
P.O. Box 9
Vienna, VA 22183

Invoice

Date	Invoice #
6/14/2022	90443

Bill To
BRENTWOOD LIBRARY Dustin Goforth 8109 Concord Road Brentwood, TN 37027



Please remit payment within 30 days to the address above.

THANK YOU for your business!

P.O. Number	Rep
	TH

Quantity	Description	Amount
1	Freegal Music and Streaming Subscription - 7/1/22 - 6/30/23	20,085.00
		Total USD 20,085.00
Phone #	571-730-4300	E-mail
Fax #	571-730-4305	orders@libraryideas.com
		Payments/Credits USD 0.00
		Balance Due USD 20,085.00

Brentwood City Commission Agenda

Meeting Date: 07/25/2022

Resolution 2022-76 - Authorizing an Addendum to the Agreement with RJ Young for Consolidated Copier Services

Submitted by: Karen Harper, Finance

Department: Finance

Information

Subject

Resolution 2022-76 - Authorizing an Addendum to the Agreement with RJ Young for a One-Year Renewal of Consolidated Copier Services

Background

On August 13, 2018, City Commission approved a contract for consolidated copier services with RJ Young. The initial term of the service agreement was for three years ending August 2021, with the option, subject to mutual agreement, to renew the contract for two additional terms of one year each. The August 2022 renewal will be the second year of the two additional allowable renewals.

In 2018, upon performing price comparisons, it was determined that leasing through the U.S. Communities Purchasing Cooperative with RJ Young provided the greatest savings while allowing the City to continue to use the current software functionality. Because these same advantages still apply, City Staff is recommending to renew the contract with RJ Young for one additional year.

Monthly costs under this renewal are to remain the same at \$1,812 per month for a total annual cost of \$21,744.00. The per click cost for copies will also remain the same at .0069 per copy for black and white and .049 per copy for color. No other changes are being made to the SMP (Supply Maintenance Plan) portion of this agreement.

Please contact the Finance Director if you have any questions.

Staff Recommendation

Staff recommends approval of the accompanying RJ Young addendum to resolution 2018-65.

Previous Commission Action

2018-65 - Approval of Contracts for Consolidated Copier Services with RJ Young

2018-79 - Recommendation to Authorize an Addendum to the RJ Young Agreement

2019-76 - Recommendation to Authorize Addendums to the RJ Young Copier and Software Agreements

2021-94 - Recommendation to Authorize Addendum to the RJ Young Copier Agreement

Fiscal Impact

Amount : \$21,744.00

Source of Funds:

Account Number: Various

Fiscal Impact:

Copier expenses are paid from the various departmental budgets. See Attachment A. The monthly cost will remain the same at \$1,812 per month. The devices on this contract will continue to be billed per copy cost as described below:

B/W copies are 0.0069 per copy

Color copies are 0.049 per copy

Attachments

Resolution 2022-76

Addendum

FY 2023 RJ Young Cost by Department

RESOLUTION 2022-76

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN ADDENDUM TO THE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND RJ YOUNG COMPANY FOR CONSOLIDATED COPIER SERVICES, A COPY OF SAID ADDENDUM 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 addendum to the agreement by and between the City of Brentwood and RJ Young Company for consolidated copier services, a copy of said addendum 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



ADDENDUM

**RJ Young Company, Inc.
809 Division Street
Nashville, TN 37203**

7/12/2022

**City of Brentwood
PO Box 788
Brentwood, TN 37024**

This serves as an addendum to CPC agreement FYE300 dated 8/07/2018 between City of Brentwood and RJ Young Company, Inc.

All terms and conditions remain in effect with the following amendments:

Effective 8/07/2022, this contract will be extended 12 months. The remaining payments will continue to be \$1,812.00 per month (tax not included). The existing devices on this contract will continue to bill per click as described below. No other changes are being made to the SMP portion of this agreement.

B/W copies = per click at a rate of 0.0069/ copy

Color copies = per click at a rate of 0.049/ copy

Customer Signature

RJ Young Sales Rep Signature

Customer Print Name

RJ Young Sales Rep Print Name

Date

Date

RJ Young	Attachment A		
Lease Cost			
FY 2023			
		Lease	
Location	GL Account	Agreement	
Finance	110-41500-82605	149.00	
P&C	110-41700-82605	149.00	
Library	110-44800-82605	395.00	
City Recorder	110-41510-82605	136.00	
Police	110-42100-82605	614.00	
Technology	110-41640-82605	105.00	
Service Center	110-43170-82605	180.00	
ECD-Communication	450-91100-82605	84.00	
Total	Total	1,812.00	

Brentwood City Commission Agenda

Meeting Date: 07/25/2022

Resolution 2022-77 - Approval of Agreement with OCLC, Inc. for Cataloging Annual Maintenance

Submitted by: Susan Earl, Library

Department: Library

Information

Subject

Resolution 2022-77 - authorizing renewal of OCLC Cataloging Annual Maintenance

Background

Online Computer Library Center (OCLC) is a nonprofit membership, computer library service, and research organization dedicated to the public purposes of furthering access to the world's information and reducing information costs. The John P. Holt Brentwood Library has been subscribing to the service for over a decade receiving information on cataloging costs for sharing the Library's catalog records with others across the world and vice versa. Their service provides Library of Congress records that can be adapted to local communities. This year, OCLC changed how they bill their clients. Instead of a monthly charge, libraries are now charged annually, and there is a slight discount for this new arrangement. The cost for FY23 is \$26,825.91 as shown in the attached agreement.

Should you have any questions, please contact the Library Director.

Staff Recommendation

Staff requests approval of the attached resolution authorizing an agreement with OCLC for the renewal of cataloging annual maintenance.

Fiscal Impact

Amount : \$26,825.91

Source of Funds: General Funds

Account Number: 110-44800-82599

Fiscal Impact:

Funding is available for this purpose in the Library's FY 2023 adopted budget.

Attachments

Resolution 2022-77

Contract No. 2022-109

RESOLUTION 2022-77

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND OCLC, INC. FOR CATALOGING ANNUAL MAINTENANCE FOR THE JOHN P. HOLT BRENTWOOD LIBRARY, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and OCLC, Inc. for cataloging annual maintenance for the John P. Holt Brentwood Library, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn



Invoice 1000227326

Invoice Date: 7/01/2022
Total Amount Due
\$26,825.91
Due Date: 8/15/2022

6565 Kilgour Pl
Dublin OH 43017-3315
United States
P: +1-833-491-1304 • Int: +1-614-764-6011
Federal Tax ID: 31-0734115
DUNS: 06-358-7745
UEI: F2CMCKN6DAD7

OCLC Symbol
BRENT

Terms:
Net 45

Customer Account ID
21609

Bill To

Susan Earl
The John P. Holt Brentwood Library
8109 Concord Rd
Brentwood TN 37027
United States

Ship To

The John P. Holt Brentwood Library
8109 Concord Rd
Brentwood TN 37027
United States
OCLC (ship to) symbol: BRENT

Item Code	Item	Amount
3000030	Cataloging and Metadata Subscription Custom Service dates: 7/01/2022 - 6/30/2023	\$26,960.71
3000259	Automatic Payment Incentive Service dates: 7/01/2022 <i>One time discount of 0.5% for change to annual invoice frequency</i>	\$-134.80

Subtotal USD	\$26,825.91
Tax Total USD	\$0.00
Total USD	\$26,825.91

Remit Address:
OCLC Inc
PO Box 714746
Cincinnati, OH 45271-4746

For Electronic Payment:
Account Name: OCLC Inc
Bank Name and Address: KeyBank National Association
127 Public Sq. Cleveland OH 44114
FOR ACH (US Only):
Routing No: 021052053
Account No: 61654527
Type: Checking
FOR WIRE/EFT:
Routing No: 041001039
Account No: 359681487344

We also accept payment by major credit card. For a credit card payment, we may impose a surcharge of up to 2.75%. The actual surcharge will not be greater than our cost of acceptance.

For questions regarding your invoice or payment please contact: acctsrc@oclc.org

See Next Page for Terms and Conditions governing this transaction.



Invoice 1000227326

Invoice Date: 7/01/2022
Total Amount Due
\$26,825.91
Due Date: 8/15/2022

6565 Kilgour Pl
Dublin OH 43017-3315
United States
P: +1-833-491-1304 • Int: +1-614-764-6011
Federal Tax ID: 31-0734115
DUNS: 06-358-7745
UEI: F2CMCKN6DAD7

OCLC Symbol
BRENT

Terms:
Net 45

Customer Account ID
21609

This transaction is subject to the relevant OCLC Framework Agreement ("FA") and the Schedules related to each product listed on this notice, found at: <http://oclc.org/service-agreements>, unless a signed agreement governing the transaction has been entered into by the parties. OCLC's acceptance of Customer's order is expressly conditional on Customer's assent to such terms and conditions, which Customer will manifest through its acceptance of OCLC Products and/or Services.

Brentwood City Commission Agenda

Meeting Date: 07/25/2022

Approval to purchase Lighting Upgrades at Crockett Park from Musco Sports Lighting, Inc.

Submitted by: Dave Bunt, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Approval to purchase Lighting Upgrades at Crockett Park from Musco Sports Lighting, Inc.

Background

The adopted FY 2023 Annual Budget includes funding within the Capital Projects Fund for the installation of sports lighting to the baseball and multipurpose fields behind Woodland Middle School the City acquired from the Williamson County School System a few years ago. It also included funding within the Facilities Maintenance Fund for the Control Link retrofit to all eight baseball fields at Crockett Park. The total amount budgeted for this project is \$425,000 (\$375,000 for the new lights and \$50,000 for the control link work).

Attached is Musco's quote which includes the new light installation at \$376,665 and the Control Link retrofit at \$42,000, for a total of \$418,665, which is within the amount budgeted in the Capital Projects Fund.

Musco is a sole source provider for this project, but they also were awarded a contract with Sourcewell purchasing cooperative. It is important that the new lighting system and the control link retrofit be compatible with the Musco Control Link system already in place elsewhere in the park system. Therefore, no competitive bids were solicited. However, based on prior purchases and staff's experience with lighting systems, the quoted price is considered fair and reasonable. The Sourcewell contract and price quote sheet are attached for review.

Please contact Parks and Recreation Director Dave Bunt if you have any questions.

Staff Recommendation

Staff recommends approval of this purchase with Musco. Staff also recommends City Commission authorization of the remaining budgeted allocation for this project (\$6,335) as a contingency allowance should additional minor equipment additions be necessary during the lighting installation. If approved, the project will begin 10-12 weeks after approval and should be completed within 30 days of the start date.

Fiscal Impact

Amount : \$418,665

Source of Funds: Capital Projects Fund

Account Number: 311-44400-3001

Fiscal Impact:

A total of \$425,000 is allocated in the FY 2023 Capital Projects Fund budget for this project. Staff recommends the remaining \$6,335 be authorized as a project contingency if needed.

Attachments

Musco Quote

Sourcewell Contract

Woodland Middle School
Brentwood, Tennessee
June 30, 2022

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Baseball – 237'/303'/272'

Multipurpose – 300' x 180' \$ 376,665.00

Control Link® Retrofit at Crockett Park..... \$ 42,000.00

Pricing furnished is effective for 30 days unless otherwise noted and is considered confidential.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 Footcandles Infield, 20 Footcandles Outfield for Baseball and 30 Footcandles for Multipurpose

System Description

- (42) Factory aimed and assembled luminaries, including BallTracker® luminaires
- (10) Galvanized steel poles
- (10) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures

Control Systems and Warranty Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

See attached scope of work



Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

**All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL**

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- Structural code and wind speed = 2015 IBC, 115 MPH, Exposure C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Confirmation of pole locations prior to production.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Greg Gilley
Sales Representative
Musco Sports Lighting, LLC
Phone: 641-660-2362
E-mail: greg.gilley@musco.com



**Woodland Middle School
Brentwood, Tennessee
Turnkey Scope of Work**

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.



Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 10 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 10 dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to install new 200 AMP electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control System:

1. Provide labor, equipment, and materials to install 1 Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide labor, equipment, and materials to retrofit Crockett Park with Control-Link® (Adder)
3. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
4. Check all zones to make sure they work in both auto and manual mode.
5. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



**Solicitation Number: #071619****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and, Musco Sports Lighting LLC, 100 1st Ave West PO Box 808, Oskaloosa IA 52577 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 27, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/28/2019 | 8:39 AM CDT

Musco Sports Lighting LLC

DocuSigned by:
By: James M. Hansen
B16F9CCB78A0420...
James M. Hansen
Title: Secretary
Date: 8/29/2019 | 9:33 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/27/2019 | 3:22 PM CDT

RFP #071619 - Sports Lighting with Related Supplies and Services

Vendor Details

Company Name:	Musco Sports Lighting, LLC
Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Email:	musco.contracts@musco.com
Phone:	800-825-6030
Fax:	641-672-1996
HST#:	42-1511754

Submission Details

Created On:	Thursday May 30, 2019 11:07:29
Submitted On:	Friday July 12, 2019 13:23:35
Submitted By:	Jim Hansen
Email:	jim.hansen@musco.com
Transaction #:	62e6e5f5-5e56-45ba-b461-305cf2583830
Submitter's IP Address:	216.248.100.66

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Musco Sports Lighting, LLC
2	Proposer Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
3	Proposer website address:	www.musco.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Hudnut Funding Resource Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Tighe Lead Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com

Company Information and Financial Strength

Line Item	Question	Response *
-----------	----------	------------

7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Since 1976, Musco Sports Lighting, LLC (Musco/Musco Sports Lighting) has been providing sports lighting systems. Musco's mission has been to provide sports field and large area lighting solutions for public and private entities throughout the United States of America and internationally.</p> <p>Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.</p> <p>Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with Little League International and the United States Soccer Foundation, to name a couple.</p> <p>Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.</p> <p>At Musco, we ensure that every member of our Lighting Services team is a sports lighting expert so you don't have to be. With more than 40 years as the sports-lighting industry leader, our Team Members will bring our vast experience to your fields. Regionally based for quick response, they specialize in routine maintenance, repairs, and analysis of any sports-lighting system.</p> <p>Along with our Lighting Services team, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect. Another key part of our team is Control-Link Central™. Staffed 24/7, this team oversees on/off control, monitoring, and management of sports fields around the USA and globally.</p>
---	---	---

8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Light-Structure System™ with Total Light Control – TLC for LED® is for new outdoor lighting applications. It is engineered as 5 Easy Pieces™ designed to customer's needs utilizing our Light-Structure System™. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. This system includes our Control-Link® Control System and is covered by Musco's Constant 25™ Product Assurance & Warranty Program.</p> <p>SportsCluster® System with Total Light Control – TLC for LED® or Total Light Control – TLC for LED® Retrofit System is for outdoor and indoor applications. It is a modular photometric unit, factory aimed and tested, to perform from a customer's existing structures, making an easy retrofit lighting solution. This system includes our Control-Link® Control System and is covered by Musco's Constant 10™ Product Assurance & Warranty Program, contingent upon Musco's inspection and approval of existing structure and electrical wiring.</p> <p>Control-Link® Control System is for new and existing facilities. Control-Link® is a reliable, cost effective system that helps control, monitor, and manage your new or existing recreation facility lighting or any other electrically operated equipment. The Control-Link® System includes our exclusive Control-Link Central™ team, staffed 24/7 to assist you with your scheduling and reporting needs. Our system can save you time, hassle, energy, and staff costs. Control-Link® makes your job easier and provides ongoing savings for your operating budget. Through the use of Musco's Control-Link® system we have ability to remotely monitor the lighting system. The system monitors the amperage of each individual pole at a specified facility. This gives Musco the ability to know when an issue occurs.</p> <p>Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.</p> <p>Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.</p> <p>Along with our Lighting Services and Control-Link Central™ teams, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect.</p>
9	What are your company's expectations in the event of an award?	Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letters from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.
11	What is your US market share for the solutions that you are proposing?	Currently, Musco's sports lighting systems & solutions make up approximately 80% of the US market share.
12	What is your Canadian market share, if any?	Currently, Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceeding.

14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Musco Sports Lighting is a manufacturer of sports lighting and large area lighting systems. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). These team members are employed by Musco.</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada and complies with applicable federal, state, local, and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information.</p> <p>As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificates for all subcontractors whom work with us.</p> <p>Musco Sports Lighting, LLC has UL Product Certifications for:</p> <ul style="list-style-type: none"> High-Intensity Discharge Surface-Mounted Luminaires: UL Number E33316 Management Equipment, Energy: UL Number E139944 Industrial Control Panels: UL Number E204954 Emergency Lighting and Power Equipment: UL Number E311491 Luminaire Fittings: UL Number E132445 Luminaire Poles in Excess of 12 ft (3.7m): UL Number E325078 Devices, Scaffolding: UL Number SA7004 Lightning Conductors, Air Terminals, and Fittings: UL Number E337467 Light-Emitting-Diode Surface-Mounted Luminaires: UL Number E338094 <p>Luminaries have been reviewed by UL to UL and CSA standards.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>Musco Sports Lighting, LLC has not been the subject of any suspensions or disbarments.</p>
17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest.</p> <p>Below is a list of keywords that best describe Musco's product and services.</p> <p>Sports Lighting, lighting, Musco, Musco Lighting, LED, lamp, LED lighting, fixtures, light fixtures, flood lights, flood light, light poles, field lighting, football lighting, soccer lighting, baseball lighting, softball lighting, tennis lighting, basketball lighting, arena lighting, parking lighting, transportation lighting, infrastructure lighting</p>

Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>During Musco's 43 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past.</p> <p>NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018)</p> <p>David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018)</p> <p>1st Prize of Lighting Design from the China Lighting Awards for China Tennis Center Diamond Court (2017)</p> <p>2nd Prize Lighting Design from the China Lighting Awards for Xinjiang Hongshan Basketball Arena (2017)</p> <p>The Excellence Award from the China Lighting Awards for Shanton University Sports Park (2017)</p> <p>Award for Merit from the IES® for the lighting design at the University of Arizona McKale Center (2015)</p> <p>Excellent Performer Award from DP World (2014)</p> <p>Sports Emmy® Award from the ten Academy of Television Arts & Sciences for lighting ESPN's telecast of the Winter X-Games (2012)</p> <p>Paul Waterbury Award of Excellence for Outdoor lighting from the IES™ for the innovative lighting design at Charlotte Motor Speedway (1993)</p> <p>Scientific and Engineering Award from the Academy of Motion Picture Arts and Services® (1985)</p> <p>Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)</p>	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 44% of Musco's current national sales are to government sector.	*
20	What percentage of your sales are to the education sector in the past three years	Approximately 46% of Musco's current national sales are to education sector	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperatives and approximate sales for 2016, 2017 and 2018.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Asheville Asheville, NC	Pete Wall Program Manager - Parks & Recreation	Phone 828-259-5815 Email pwall@ashevillenc.gov	*
Buffalo State SUNY Buffalo, NY	Michael Bonfante Assistant Design & Construction Coordinator Facilities Office	Phone 716-570-4034 Email bonfanmv@buffalostate.edu	*
City of Chesapeake Chesapeake, VA	Mike Barber Director - Parks, Recreation and Tourism	Phone 757-382-6411 Email mbarber@cityofchesapeake.net	*
Denver Public Schools Denver, CO	Josh Griesbach Facility Planner	Phone 720-423-1913 Email joshua_griesbach@dpsk12.org	
University of Nebraska Lincoln Lincoln, NE	Amy Lanham Senior Associate Director Campus Recreation	Phone 402-472-9481 Email alanham2@unl.edu	

Top Five Government, Education or Non-profit Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Local Government	Government	California - CA	Materials only	Approximately \$2.8M/project	Approximately \$8.5M	*
K-12 Public Education	Education	Texas - TX	Materials only	Approximately \$1.3M/project	Approximately \$6.6M	*
Local Government	Government	Virginia - VA	GC Turnkey	Approximately \$276K/project	Approximately \$5.7M	*
Local Government	Government	Nevada - NV	Materials Only	Approximately \$600K/project	Approximately \$5.4M	*
Local Government	Government	North Carolina - NC	GC Turnkey	Approximately \$596K/project	Approximately \$5.3M	*

Ability to Sell and Deliver Service to Sourcewell Members

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. These team members are employed by Musco.	*
26	Dealer network or other distribution methods.	Musco Sports Lighting has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
27	Service force.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.	*
29	Identify any geographic areas that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting will be able to fully serve all Sourcewell Members through the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA.	*

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Musco has several brochures available to market our product to Sourcewell members. A sampling of what we can supply is listed below and attached.</p> <ul style="list-style-type: none"> • World Class Leaders brochure • Always Ready to Play brochure • Light-Structure System™ with Total Lighting Control – TLC for LED® brochure • Retrofit Lighting Solutions TLC for LED® brochure • Large Area Lighting brochure • Indoor Sports Lighting Solutions brochure • Control-Link® Control System brochure <p>Musco Sports Lighting markets our products through tradeshow, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions. Our National Sales Team would promote Sourcewell by informing qualified customers of this available resource for their use in purchasing their sports lighting system.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our team, product, services and projects via our web site (www.musco.com) & social media accounts (Twitter, Facebook & LinkedIn). In addition to the company ran social media accounts, our sales representatives each have a Twitter account that they post updates to on a regular basis.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco would anticipate that Sourcewell promotes Musco products and services to their Members through their web site, social media, tradeshow and publications. Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our products. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training.

37	Describe any technological advances that your proposed products or services offer.	<p>At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.</p> <p>Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components.</p> <p>For nearly a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights.</p> <p>LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense, "rifle shot" of light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision, to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows).</p> <p>The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood.</p> <p>With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically-operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs.</p> <p>Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25 year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems.</p> <p>Product:</p> <ul style="list-style-type: none"> • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. <p>Manufacturing:</p> <ul style="list-style-type: none"> • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. <p>Office:</p> <ul style="list-style-type: none"> • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S.A. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period.</p> <p>At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Musco Sports Lighting, LLC has the ability and willingness to provide our products and services to Sourcewell Member agencies in Canada. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, any associated rental equipment cost & disposal cost for the replaced equipment.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	With Musco's TLC for LED®, there is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program but we do ask for expected usage hours to meet design criteria of the project.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of trained technical employees specializing in sports lighting that provide field maintenance, warranty work, consulting and temporary lighting. They are regionally based to effectively provide service in every state & Canada. Musco also has a network of contractors located throughout the United States and Canada that we utilize to install and maintain our lighting systems per Musco Constant 25™ and Musco Constant 10™ documents.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of the Musco sports lighting design, Musco will cover warranty service for those items.	*
48	What are your proposed exchange and return programs and policies?	Due to Musco's custom designed, engineered to order lighting systems, therefore does not require an exchange and return program. Any defective on arrival product or repairs are covered by the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program.	*
49	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Musco's payment terms are Net 30. A service charge of 1 ½% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America.</p> <p>The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A known set expense can be budgeted annually; freeing entities from budget uncertainties and lowering cash flow impact.</p>	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<ul style="list-style-type: none"> Establish the value & price for the lighting solution with which the customer is comfortable. Present information about Sourcewell as a means by which they can purchase what they want at a beneficial price without having to go through the public bid process. Educate the customer about Sourcewell benefits and the ease of using this cooperative purchasing agreement. Provide the customer with the link to become a Sourcewell Member, if not already. Provide quote reflecting the Sourcewell contract number and award expiration date to customer. Receive PO from customer reflecting that the purchase was utilizing the Sourcewell contract (contract number stated on PO). On a quarterly basis, pull report of Sourcewell purchases, submit & remit payment to Sourcewell. To be submitted using the reporting template provided by Sourcewell. 	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Musco Sports Lighting currently does not accept P-card procurement cards.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2012, 115 mph, Exposure C.</p> <p>Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices offered under this RFP is 5%. The attached price list already takes into account the 5% discount.
56	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco will work with the Sourcwell member with the regard to pricing and delivery of any open market and/or non-standard options which would be desired, agree upon desired outcome, reflect this in the customer quote for customer use in issuing a purchase order.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regards to Alaska, Hawaii, Canada, or any offshore delivery.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a complete lighting system from Musco, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. <ul style="list-style-type: none"> • Sales Administrator pulls quarterly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Funding Resource Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 2% administrative fee calculated as a percentage of the customer contract sales price.

Industry Specific Questions

Line Item	Question	Response *
65	Describe the average life span of your sports lighting systems?	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.
66	Describe your process for evaluating on field and off site glare for your sports lighting products?	Musco measures both on field & off site glare by looking at luminous intensity (candela) at various locations. This evaluation is done during the design state of the project. On field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off site – Musco strives to achieve candela equal to or less than 7,000 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.
67	How many LED sports lighting fixtures, within approx. 1,000 fixtures, do you currently have installed in the marketplace?	Musco Sports Lighting has been developing LED lighting solutions since 2008. Musco's first LED sports application was installed on a soccer field in 2010. Since that time, Musco has installed hundreds of thousands of LED sports lighting fixtures. This is more than any other sports lighting manufacturer in the marketplace.
68	Are there any additional or on-going fees in regards to the operation of your lighting control system?	With Musco's Control-Link®System, there are no additional or on-going fees (including cellular and/or data charges) in regards to the control, monitoring, remote connectivity and alerts of your sports lighting system during the warranted period (25 or 10 years).
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.

Exceptions to Terms, Conditions, or Specifications Form

Line Item 67. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial.zip - Tuesday July 09, 2019 14:14:13
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday July 09, 2019 08:09:48
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Tuesday July 09, 2019 08:09:56
 - [Pricing](#) - Musco Sports Lighting Sourcewell RFP #071619 Pricing.pdf - Friday July 12, 2019 08:38:03
 - [Additional Document](#) - Company & Product Information.zip - Tuesday July 09, 2019 10:03:41

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer’s Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- James Hansen, Secretary

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Brentwood City Commission Agenda

Meeting Date: 07/25/2022

Approval to Purchase Traffic Signal Equipment from Southern Lighting & Traffic Systems

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Approval to Purchase Traffic Signal Equipment from Southern Lighting & Traffic Systems.

Background

As part of a continued practice to keep traffic signal equipment current and avoid equipment from becoming obsolete/unserviceable, the Traffic Division of the Public Works Department has budgeted \$180,000 in the Traffic Signal Upgrades line item of the Capital Projects Fund.

The majority of equipment included in this purchase is to upgrade aging traffic signal controllers at the 38 signalized intersections that are not covered under the CMAQ grant program. The current controllers range in age, parts are becoming harder to source, and the electronics have deteriorated significantly within traffic cabinets that have varying internal temperatures between 15-130+ degrees. Additionally, the 38 Guardian Ped Stations will allow us to stay in compliance with the ADA audible instruction requirements for pedestrian crossing signals.

The Autoscope Camera System is to replace the 5-way camera system at Moores Lane and Gordon Petty Drive, which also accounts for Rue De Grande and a private driveway across from Gordon Petty. The current system is still operational, however we have lost the ability to service and upgrade the current system, due to obsolete hardware. If the current system fails, there would be no active detection in place at this location.

Lastly, the bypass switches are being ordered as inventory items. We have never stocked these in the past; however, increasingly frequent lightning damage often causes trouble with traffic signals and these switches. We have been very creative in borrowing parts from another traffic cabinet to resolve urgent issues while we have hurried to order replacement parts. Going forward, we believe inventorying this item is a smart investment for more efficient repairs in the future.

All items are being purchased through Southern Lighting & Traffic Systems who is the authorized distributor for this equipment. While there are other equipment manufacturers, we strive to keep consistency across our large traffic signal network to parts and inventory interchangeable, while remaining current on training necessary to program, set-up, troubleshoot, and repair these complex systems. Therefore, this purchase is being recommended as a sole-source proprietary purchase.

Staff Recommendation

The total cost of the proposed equipment is \$197,159, which is \$17,159.00 over the budgeted amount. The primary reason for this overage is the fact the controllers have increased \$500 each (17%) since January when the quote used for budgeting purposes was obtained. Despite this budget overage, staff recommends the approval to order the listed equipment from Southern Lighting & Traffic Systems for a total cost of \$197,159.00. By ordering this equipment now, we avoid any further cost increases, and we anticipate current lead times to range from 4-20 weeks, depending on the item. Once received, the Traffic Division of Public Works will program and install the items.

Please direct any questions to the Public Works Director or Traffic Operations Coordinator.

Fiscal Impact

Amount : \$197,159.00

Source of Funds: Capital Projects Fund

Account Number: 311-43100-1007

Fiscal Impact:

The Traffic Signal Upgrades line item of the Capital Projects Fund allocates \$180,000.00 for the proposed equipment. While the cost has increased since the budget was first proposed, staff recommends proceeding with this equipment purchase to avoid any further unanticipated cost increases or supply chain delays.

Attachments

Southern Lighting & Traffic Systems Equipment Quote

Southern Lighting & Traffic Systems
113 Industrial Park Drive
Cumming, GA 30040

Quote

Date	Quote #
7/6/2022	22070704

Customer

City of Brentwood
Public Works
PO Box 788
Brentwood, TN 37024

Project Details

City of Brentwood

Project Number[illegible]

	Sales Tax (0.0%)	\$0.00
	Total	\$197,159.00

Brentwood City Commission Agenda

Meeting Date: 07/25/2022

Approval to purchase compact track loader for Water Services Dept.

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Approval to purchase compact track loader for Water Services Dept.

Background

The Water Services Department capital equipment budget approved for FY2023 includes the purchase of a compact track loader, sometimes referred to as a skid steer. The compact track loader is replacing a 2007 model that has reached the end of its useful life. The compact loader is proposed to be used primarily by maintenance crews in repairing water and sewer lines in confined areas (see attached photo of a typical unit).

Thompson Machinery, which represents Caterpillar brand equipment, is a provider of excavation equipment awarded a low-bid contract by the State of Tennessee with pricing and provisions specified in the contract for purchase of all goods and services made available to all local governmental agencies. Accordingly, the Water Services Department has received pricing of \$81,704.48 via Tennessee Statewide Contract 225 (#072878) for a Caterpillar, model 289D3 compact track loader (skid steer) machine which meets our operational requirements. This compares favorably to a market price of approximately \$91,000. Staff is recommending approval to purchase the Caterpillar machine in the amount not to exceed \$81,704.48. The purchase will be funded from the department's capital equipment fund and is within the budgeted amount for FY2023. If you have any questions, please contact Chris Milton.

Staff Recommendation

Staff recommends approval of this purchase from Thompson Machinery.

Fiscal Impact

Amount : \$81,704.48

Source of Funds: Water & Sewer Fund

Account Number: 412-16430

Fiscal Impact:

Attachments

Thompson Machinery Proposal

TN State Contract #SWC225

Equipment Photo



July 6, 2022

CITY OF BRENTWOOD
PO BOX 788

BRENTWOOD, TENNESSEE 37024-0788

Dear Valued Customer,

We are pleased to present the following quotation for one new 289D3, equipped as follows:

289D3 CTL DCA6A 289D3 COMPACT TRACK LOADER CAB PACKAGE, ULTRA HYDRAULICS, PERFORMANCE, (H3) CONTROL, ISO, PROP, WT LIGHTS, LED RUBBER BELT, 2 SPD, TF IDLERS ROPS, ENCLOSED WITH A/C (C3) DISPLAY, ADVANCED, LCD, CAMERA FAN, COOLING, DEMAND QUICK COUPLER, HYDRAULIC SEAT,AIR SUSPENSION,CLOTH,HEAT FILM,TWO SPEED W/HIGH FLOW XPS STANDARD RADIO(12V),BLUETOOTH RIDE CONTROL, NONE BATTERY,EXTRA HD,DISC,1000 CCA REAR LIGHTS DOOR, CAB, POLYCARBONATE SEAT BELT, 2" PRODUCT LINK, CELLULAR PL243 CERTIFICATION ARR, P65 HEATER, ENGINE COOLANT, 120V INSTRUCTIONS, ANSI, USA FILM, SELF LEVEL, ANSI SERIALIZED TECHNICAL MEDIA KIT PACK, DOMESTIC TRUCK LANE 2 ORDER PACK, DOMESTIC TRUCK NEW CAT 48" PALLET FORKS NEW CAT 86" GP BUCKET W/ BOLT ON CUTTING EDGE	WARRANTY	
	Months:	24
	Hours:	2000
	Description:	PREMIER
	Additional:	Thompson Machinery provides complimentary travel time and mileage for warrantable repairs in the field for the first 6 Months of use.

Purchase Price *(plus applicable taxes)*: \$81,704.48 – TN STATE CONTRACT PRICING – CONTRACT NUMBER 72878

Thank you for the opportunity to submit this quotation, which will remain valid for 30 days. Should you have any questions, please feel free to contact me. We look forward to earning your business!

Sincerely,

Brandon Cotter

Sales Representative
Thompson Machinery



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

Statewide Multi-Year Contract Issued to:

THOMPSON MACHINERY COMMERCE CORPORATION
1245 BRIDGESTONE BLVD
LA VERGNE, TN 37086

Vendor ID: 0000001025

Contract Number: 0000000000000000000072878

Title: SWC2525 Highway & Heavy Equip

Start Date : November 24, 2021 End Date: November 14, 2024

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: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID:

1000197268 Tack Oil Distributor, Generic SWC asset-Weiler- 10% off APCAT- Regions 3,4

Unit of Measure: EA

Line 2

Item ID:

1000172847 Rollers Steel Wheel, SWC 225 Highway Equipment - Caterpillar, Weiler- 27.5% off APCAT- Regions 3,4

Unit of Measure: EA

Line 3

Item ID:

1000172848 Excavator Boom Truck, SWC 225 Highway Equipment- Caterpillar- 27.5% off APCAT- Regions 3,4

Unit of Measure: EA

Line 4

Item ID:

1000172850 Excavator, Compact, SWC 225 Highway Equipment- Caterpillar- 27.5% off APCAT- Regions 3,4

Unit of Measure: EA

Line 5

Item ID:

1000172851 Skid Loader Wheel, SWC 225 Highway Equipment- Caterpillar - 26.5% off APCAT- Regions 3,4

Unit of Measure: EA

Line 6

Item ID:

Skid Loader Track Compact , SWC 225 Highway Equipment- Caterpillar - 26.5% off APCAT- Regions 3,4

Unit of Measure: EA

Line 7

Item ID:

Force Feed Loader - SWC Generic Asset - Weiler - 14% off APCAT- Regions 3, 4

Unit of Measure: EA

Line 8

Item ID:

1000171676 Backhoe - SWC225 Heavy Equipment - Generic Asset- Caterpillar- Regions 3, 4 Small- 33% off APCAT Medium - 36.5% off APCAT Large- 34.5% off APCAT

Unit of Measure: EA

Line 9

Item ID:

1000156890 Bulldozer - SWC225 Heavy Equipment - Generic Asset- Caterpillar- Regions 3, 4 Small- 30% off APCAT Medium - 28% off APCAT Large - 25.5% off APCAT

Unit of Measure: EA

Line 10

Item ID:

1000156097 Excavator (Track and Rubber Tire) -SWC225 Heavy Equipment - Generic Asset - Caterpillar- 25% off APCAT-Regions 3,4

Unit of Measure: EA

Line 11

Item ID:

1000171679 Loaders (Articulated Rubber Tire) - SWC225 Heavy Equipment - Generic Asset - Caterpillar - Regions 3,4 Small - = 31.5% off APCAT Medium - 35.5% off APCAT Large- 22.5% off APCAT

Unit of Measure: EA

Line 12

Item ID:

1000156926 Graders, Motorized - SWC225 Heavy Equipment - Generic Asset- Caterpillar- 46% off APCAT- Regions 3,4

Unit of Measure: EA

Line 13

Item ID:

Accessories/Options- Highway - 10% off APCAT

Unit of Measure: EA

Line 14

Item ID:

Parts - Highway - 0% off APCAT

Unit of Measure: EA

Line 15

Item ID:

Accessories/Options- Heavy - 10% off

Unit of Measure: EA

Line 16

Item ID:

Parts - Heavy - 0% off APCAT

Unit of Measure: EA

Line 17

Item ID:

Shop Labor Rate - \$145

Unit of Measure: HR

Line 18

Item ID:

Field Labor Rate = \$165

Unit of Measure: HR

Line 19

Item ID:

Afterhours Shop Labor Rate - \$181

Unit of Measure: HR

Line 20

Item ID:

Afterhours Field Labor Rate - \$206

Unit of Measure: HR

APPROVED: _____ BY: _____
CHIEF PROCUREMENT OFFICER PURCHASING AGENT DATE



Brentwood City Commission Agenda

Meeting Date: 07/25/2022

Approval of Purchase of SmartNet and ISE Renewals from Presidio

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Approval of Purchase of SmartNet and ISE Renewal from Presidio

Background

The City uses Cisco for our networking and phone equipment. SmartNet is the technical maintenance/warranty we have on essential networking equipment which provides for 24/7 support and advanced replacement equipment, if needed. ISE stands for Identity Services Engine and is the software and tool set used on each network switch port. This keeps unauthorized equipment and users from gaining access to our network from a physical aspect.

Presidio is on the NASPO ValuePoint purchasing cooperative, and the renewal of this software is \$31,943.45, which has been budgeted in the Technology budget as well as each facility's budget.

Please see the Technology Director with any questions.

Staff Recommendation

Staff recommends approval of the SmartNet and ISE renewals from Presidio.

Fiscal Impact

Amount : \$31,943.45

Source of Funds: general fund

Account Number: various

Fiscal Impact:

\$16,600 for ISE will come from 110-41640-82501 with the remainder being divided among City Buildings:

Municipal Center - \$6,866.19

Fire Station 2 - \$652.10

Safety Center East - \$652.10

Service Center - \$1,841.21

Library - \$2,109.72

Police HQ - \$3,222.13

Attachments

Quote

TO: City of Brentwood
Michele Kramer
5211 Maryland Way
Brentwood, TN 37027

michele.kramer@brentwoodtn.gov
(p) 6153717000

FROM: Presidio Networked Solutions
Eddie Orfale
12 Cadillac Drive
Suite 130
Brentwood, TN 37027

eorfale@presidio.com
(p) +1.407.641.0550

BILL TO: City of Brentwood

PO BOX 788
Brentwood, TN 37024

SHIP TO: City of Brentwood

5211 Maryland Way
Brentwood, TN 37027

Customer#: CITYO509

Contract Vehicle: Tennessee NASPO ValuePoint Cisco AR3227 TN# 65778

Account Manager: Jeff Hodges

Inside Sales Rep: Eddie Orfale

Title: City of Brentwood SMARTnet to 31JUL2023

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL Comments: Q# 311900455 CCW-R	\$15,343.45	1	\$15,343.45
ISE-SEC-SUB		Initial Term: 12 months Auto-Renewal Term: Do Not Renew	Billing Model: Prepaid Requested Start Date: 07/18/2022		
Recurring Charges					
2	ISE-A-LIC	Cisco Identity Service Engine Advantage Subscription	\$6.64	2500 Licenses for 12 months	\$16,600.00
Total Recurring Charges:					\$16,600.00
Total:					\$16,600.00

Sub Total:	\$31,943.45
Grand Total:	\$31,943.45

TERMS AND CONDITIONS OF THE CISCO NASPO AR3227 TENNESSEE 65778 SHALL GOVER THIS QUOTE

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
CISCO NASPO AR3227 TENNESSEE 65778

Tax ID# 58-1667655; Size Business: Large; CAGE Code: 0KD05; DUNS#15-405-0959

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

Brentwood City Commission Agenda

Meeting Date: 07/25/2022

Approval to Purchase a Mack/Petersen TL-3 Grapple Truck from CMI Equipment Sales, Inc.

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Approval to purchase a Mack/Petersen TL-3 grapple truck from CMI Equipment Sales, Inc., using the Sourcewell Purchasing Cooperative (Contract #040621).

Background

On July 11, 2022, one of our existing fleet grapple trucks was hit head-on along Old Hillsboro Road while returning from the Williamson County Landfill. Although the police report has not yet become available from the Williamson County Sheriff's Department, all indications are that the other driver was at fault. Thankfully, no one was seriously injured in this serious accident. Unfortunately, both our grapple truck and the other vehicle are presumed totaled. Additionally, there was some subsequent property damage caused by the truck coming to a rest. It appears that the other driver was uninsured, but we anticipate that our coverage under Public Entity Partners will cover the value of the lost truck.

The reality of losing an integral part of our brush collection fleet is that service will be delayed. We are trying to supplement the grapple truck collection with some old chippers; however, this method is slower and requires significantly more staff members. While we have a fifth grapple truck on order, this unit was intended to be an enhancement to the chipper service fleet and is not expected to be delivered until late fall. Unfortunately, it would now become a replacement to the one lost, leaving us with a zero gain. Thankfully, we have been able to locate a truck that is currently in production that the ordering dealership had canceled. CMI Equipment Sales of Nashville had assumed the responsibility for the canceled order with the intent to use the truck as a demo vehicle.

Delivery of this slightly larger Mack/Petersen grapple truck is anticipated in August 2022, and it is available for immediate purchase for the cost of \$196,095.00. This purchase is made through the Sourcewell Purchasing Cooperative (contract # 040621).

By authorizing this purchase, we would be able to replace the lost truck at a pricing level that was guaranteed several months ago when the truck was ordered by another dealership. Additionally, we will be able to take delivery much sooner than the current lead time of approximately 18 months, allowing us to better serve the brush collection program provided to Brentwood residents. We are confident that this price is fair and reasonable, and replacing a lost unit with another Petersen truck allows us to inventory repair and replacement parts and reduce employee training time by maintaining consistency within our brush collection fleet.

Please direct any questions to the Public Works Director.

Staff Recommendation

Staff recommends immediate approval to purchase the available Mack/Petersen TL-3 Grapple trucks from CMI Equipment Sales, Inc. for \$196,095.00.

Fiscal Impact

Amount : \$196,095.00

Source of Funds: Equipment Replacement Fund

Account Number: 310-43120-89520

Fiscal Impact:

While the replacement expense is unanticipated and unbudgeted, we fully expect that a significant portion of this expense will be reimbursed through our fleet insurance. The cost difference between the replacement value and the appraised value will be charged to the Equipment Replacement Fund and may require a yearend transfer to cover the unanticipated additional expense.

Attachments

Brentwood Mack/Petersen Quote 7.12.22



CMI Equipment Sales, Inc.

P.O. Box 1528

Goodlettsville, TN 37070

www.cmiequip.com 615-227-7800

QUOTE - DO NOT PAY

Quote: 01-3724

Date: 7/12/2022

PO:

CustId: C/ BRENTWOOD

Valid through: 7/25/2022

Cust Email: cindy.cannon@brentwoodtn.gov

Phone: (615) 371-0080

Salesperson: NickC

User: AlexA

Bill To:

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

Ship To:

City of Brentwood

Sourcewell Contract #040621-PII

Unit currently being build. Unit expected in August

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
TL3	QU	Petersen TL3	1.0000		\$196,095.00		
		PT - Mounted on Mack MD7					
		Dump Body: Body Color: Black					
		Dump Body: Amber LED Flashers in Rear Corner Post					
		Dump Body: ANSI Z245 Package					
		Dump Body: Model HDX-2030 Hardox Body 1/8" Sides, 3/16" Floor					
		Dump Body: Standard Barn Doors for Body					
		Dump Body: Wire Loom for Body Wiring					
		Dump Body: LED type Body Lights, 15 EA.					
		Dump Body: Tarp					
		Loader: HDHI Outtrigger Strobe					
		Loader: Grating Heat Shield					
		Loader: Flash Drive Manual					
		Loader: Tandem Pump in Lieu of Single 18 GMP					
		Loader: Single Color PI Orange					
		Loader: Hose Guards-Head & Valve Bank					
		Loader: Pilot Hydraulic Joysticks for Dual Walk-thru					
		Loader: Heavy Duty Swing Motor					
		Loader: Standard Bucket 60"					
		Loader: Boom-Up Warning Light/Audible Alarm					
		Loader: Standard Height Pedestal					
		Loader: HD Control Box; Throttle Engine Kill & Horn					
		Loader: Tool Box					
Total TL3							\$196,095.00
Total:							\$196,095.00

Totals							
					Sub Total:		\$196,095.00
					Total Tax:		\$0.00
					Invoice Total:		\$196,095.00

Brentwood City Commission Agenda**Meeting Date:** 07/25/2022

Second and Final Reading of Ordinance 2022-06, Assigning R-2 Zoning to Properties Lying North and South of Sam Donald Rd

Submitted by: Jeff Dobson, Planning & Codes**Department:** Planning & Codes**Information****Subject**

Second and final reading of Ordinance 2022-06, which requests the assignment of the R-2 (Suburban Residential) zoning district to properties lying north and south of Sam Donald Road, located approximately 0.20 miles east of its intersection with Split Log Road.

Background

The attached ordinance requests the assignment of the R-2 (Suburban Residential) zoning district to \approx 184 acres lying within the City's Urban Growth Boundary (UGB) and located on the north and south sides of Sam Donald Road, adjacent to the City Limits. The properties proposed for annexation about the area annexed pursuant to Resolution 2022-33 (Rosebrooke East). Resolution 2022-33 was approved by the Board of Commissioners on May 23, 2022.

More specifically, the properties for which annexation is requested are detailed in the table below. The total combined area of the subject properties is \approx 184 acres.

<i>PROPERTY DESCRIPTION -- SCALES ET AL. PROPERTY</i>			
<i>OWNER</i>	<i>ADDRESS</i>	<i>PARCEL #</i>	<i>AREA (AC)</i>
Clark & Tamara Presley	9814 Sam Donald Rd.	056 09402	12.25
James & Sherri Newsom	9813 Sam Donald Rd.	056 09404	15.07
Beth Bradley	9817 Sam Donald Rd.	056 09405	15.12
Beth Bradley O'Connell	9821 Sam Donald Rd.	056 09407	15.13
Randall & Delores Hunnicutt	Clovercroft Rd.	059 00202	23.08
Larry & Eric Scales & Phyllis Sanford	Sam Donald Rd.	059 00204	103.38
TOTAL			184.03 +/-

According to the Property Assessor there is one home and several outbuildings located on Parcel Numbers 056 09402 (Presley) and 056 09404 (Newsom). There is one mobile home and a shed located on Parcel Number 056 09405 (Bradley). Parcel Numbers 056 09407 (O'Connell), 059 00204 (Scales/Sanford) and the affected portion of Parcel Number 056 00202 (Hunnicut) are vacant.

The Scales and Hunnicutt properties abut the Nolensville Town limits. The Hunnicutt tract abuts Phases One and Two of the Scales Farmstead Subdivision in Nolensville. No portion of the area proposed for annexation extends into Nolensville or outside the Brentwood UGB.

A portion of the Scales property, which includes ≈ 14.30 acres and a portion of the Hunnicutt property including ≈ 6.90 acres, (totaling $21.20 \pm$ acres), extends beyond the UGB and lie within the County's rural area between the Brentwood UGB and Nolensville. The remnant tracts are zoned in the County as Rural Development - 5 (RD-5), which requires a five-acre lot density. The proposed plan does **not** include these areas, but the developer does plan to request annexation when/if the UGB is modified either by the Coordinating Committee or via referendum. The area proposed for annexation also includes four other parcels that are not controlled or owned by the developer, totaling 57.57 acres. Staff requests that the entire area proposed for annexation be assigned the R-2 (Suburban Residential) zoning district. The area would also include that portion of Sam Donald Road from the northwesterly corner of Parcel 056 09404 to the northeasterly corner of parcel 056 09405, that fronts these properties. See the survey attached below. Utility service for the properties is provided by the Nolensville/College Grove Utility District (water) and Metro Water Services (sewer). The project will **not** impact the City's water/sewer infrastructure.

The proposed sketch plan includes a total of 76 lots situated on the Scales and Hunnicutt properties only. The area that lies outside the Brentwood UGB would be used for access only to the future subdivision until such time that the UGB changes and revised development plan incorporating these areas is approved. The subject properties are currently zoned Municipal Growth Area 1 (MGA-1) by Williamson County. The tracts can be developed under the existing zoning classification in the County. The district standards require a minimum lot area of one acre and a gross density of one dwelling unit per acre. However, there are differences in the technical standards related to accessory uses and structure standards. MGA-1 allows the following:

1. Accessory dwelling units within an existing dwelling unit (interior apartment) or as a separate structure -- converted garage, carriage house or stable;
2. Only one accessory dwelling unit, regardless of the number of principal dwellings located on a single parcel are permitted;
3. Accessory dwellings shall be limited to 750 sq. ft. or 25% of the square footage of the principal structure, whichever is greater. In no case shall the accessory dwelling be more than 75% of the square footage of the principal dwelling; and
4. Interior apartments may be contained within the existing house or attached onto the exterior. They must be constructed so that the exterior appearance of the home is maintained. A second front door is not permitted.

TRAFFIC IMPACTS

Mr. Greg Judy, with Neel-Schaffer was consulted related to the development of a traffic impact

study for the proposal. His comments follow.

- *The project falls below the city's established threshold for a TIS, which is either 1,000 trips per day or 100 in peak hour. The land use and size come up short by about 25%. See attached trip generation sheet – the PM peak shows about 77 trips.*
- *Also, since the Split Log Rd widening improvement is moving ahead with full commitment from the city, and the corridor study was just completed – I don't have much worry about a project of this land use type or size causing issues – including the intersection of Sam Donald Rd/Split Log Rd. The corridor study anticipated projects like this coming on-line and the improvements recommended in the corridor study for Sam Donald/Split Log (turn lanes and signalization) should manage this development. So, Neel-Schaffer staff does not see a need to have a specific traffic study prepared for this project.*
- *A Traffic Access Review (TAR) should be completed. The scope of a TAR would be much more limited and focused than a full-blown TIS. The TAR could be prepared in memo format by the applicant's engineer. The analysis would focus on the subdivision's connection to Sam Donald Rd. The assessment would include:*
 - *Bi-directional 24-hour traffic count at/near site access on Sam Donald Rd.*
 - *Trip generation.*
 - *Trip distribution & assignment (at the access intersection only).*
 - *Capacity analysis under proposed conditions only.*
 - *Assessment for the need of exclusive right-turn and left-turn lanes at the access intersection.*
 - *Intersection sight distance at the access.*

The developer's Traffic Engineer has been made aware of the recommendations from Neel-Schaffer.

Ordinance 2022-06 was approved on first reading on June 13, 2022. The request will follow the schedule shown in the following table. The required community meeting was conducted by the developer on June 30, 2022. A total of 21 residents, the developer, and one Planning Commission member attended the meeting. The meeting notes taken by staff and the sign-in sheet are attached below.

The Planning Commission voted unanimously to forward a recommendation of approval of Ordinance 2022-06 to the Board of Commissioners at their regular meeting of July 5, 2022.

The public hearing was conducted by the Board of Commissioners on July 11, 2022.

REMAINING HEARING SCHEDULE -- SAM DONALD ESTATES (revised)	
3/28/2022	Consideration by the Board of Commissioners to Schedule a Public Hearing on the POS & annexation of the properties -- Resolution 2022-20
6/13/2022	Board of Commissioners -- Public Hearing on the proposed Plan of Services and Annexation
6/13/2022	Board of Commissioners -- First Reading of Ordinance 2022-06 Assigning R-2 to the Properties
6/30/2022	Required Community Meeting -- Annex Room -- 6:00 pm
7/5/2022	Planning Commission -- Review & Recommendation of Ordinance 2022-06 Assigning R-2 to the Properties
7/11/2022	Board of Commissioners -- Public Hearing on Ordinance 2022-06 Assigning R-2 to the Properties

7/25/2022	Board of Commissioners – Second and Final Reading of Ordinance 2022-06 Assigning R-2 to the Properties
7/25/2022	Board of Commissioners will consider the proposed annexation -- Resolution 2022-43, which includes the POS.

Resolution 2022-43 will also be included as part of the July 25, 2022 agenda, which, if approved will annex the properties into the City.

Should you have any questions, please contact the staff with the Planning and Codes Department.

Staff Recommendation

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

Previous Commission Action

On July 11, 2022, the Board of Commissioners conducted the required public hearing for Ordinance 2022-06. One resident spoke as part of the public hearing. Her concerns are also listed below.

Charmaine Weis -- 1536 Underwood Drive, Nolensville

1. Construction Noise;
2. Construction Traffic, and
3. Preservation of trees (buffer) along the common property line.

Also, on June 13, 2022, the Board of Commissioners voted unanimously five for and zero against (5-0) to recommend approval of Ordinance 2022-06 on first reading.

On June 13, 2022, the Board of Commissioners conducted the required public hearing for the proposed annexation of territory by owner consent and the plan of services for said territory located on the North and South sides of Sam Donald Road within the Urban Growth Boundary. No one spoke either for or against the proposed annexation.

On March 28, 2022, the Board of Commissioners voted to approve Resolution 2022-20, which called for the scheduling public hearing on the proposed annexation, by owner consent, for property located on the north and south sides of Sam Donald Road and directing staff to prepare a Plan of Services.

Fiscal Impact

Attachments

Ordinance 2022-06

Attachment B -- Ordinance 2022-06

Vicinity Map

Survey

Survey Highlighting area Outside UGB

Owner Authorizations

Randalll Hunnicutt Propertry -- Plat

Community Meeting Notes

Community Meeting Sign In Sheet

PC Review Memo -- Ordinance 2022-06

ORDINANCE 2022-06

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AMEND THE ZONING ORDINANCE, SAME BEING CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD, TO ESTABLISH A CERTAIN ZONING CLASSIFICATION, SAME BEING THE R-2 (SUBURBAN RESIDENTIAL) FOR CERTAIN PROPERTIES LOCATED ON THE NORTH AND SOUTH SIDES OF SAM DONALD ROAD, EAST OF ITS INTERSECTION WITH SPLIT LOG ROAD TO INCLUDE THE ADJOINING PORTIONS OF SAM DONALD ROAD, BEING MORE SPECIFICALLY DESCRIBED IN THE PROPERTY DESCRIPTION ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE, AND SHOWN ON THE MAP ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE; AND TO AMEND THE OFFICIAL ZONING MAP ACCORDINGLY

WHEREAS, the City of Brentwood intends to annex certain territory, adjacent to and including a certain section Split Log Road into its corporate limits by Resolution 2022-43, pursuant to Tennessee Code Annotated Section 6-51-101 *et seq.*; and

WHEREAS, it is in the best interest of the City of Brentwood and the said annexed territory that a zoning classification be established for said territory: and

WHEREAS, the City of Brentwood intends to establish a zoning classification for the properties lying north and south of Sam Donald Road, adjacent to property annexed into the City pursuant to Resolution 2022-33 same being the R-2 Suburban Residential zoning district; and

WHEREAS, the zoning of the property shall be contingent upon approval of the proposed annexation, pursuant to Resolution 2022-43.

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

SECTION 1. That the R-2 (Suburban Residential) zoning district, as defined by the zoning ordinance of the City of Brentwood, Tennessee, be and the same is hereby established for the properties identified by the Williamson County Property Assessor as Map 056, Parcel 09402, 056 Parcel 09404, Map 056 Parcel 009405, Map 056 Parcel 09407, Map 059 Parcel 00202 and Map 059 Parcel 00204 said properties being more particularly described in the property description attached hereto as Attachment “A,” and being more particularly shown on Attachment “B,” said attachments being made a part of this ordinance by reference.

SECTION 2. That approval of the zoning shall be contingent upon approval of the proposed annexation of the property, pursuant to Resolution 2022-43.

SECTION 3. That the official zoning map be and the same is hereby amended accordingly.

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

PASSED:	1st reading	_____	PLANNING COMMISSION	_____
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	_____
PUBLIC HEARING			Date of publication:	_____
	Notice published in:	<u>Williamson A.M.</u>		
	Date of publication:	_____		
	Date of hearing:	_____	EFFECTIVE DATE	_____

MAYOR Rhea E. Little, III

RECORDER Holly Earls

Approved as to form:

CITY ATTORNEY Kristen L. Corn

**ATTACHMENT A
ORDINANCE 2022-06
ANNEXED TERRITORY
PROPERTY DESCRIPTION
SAM DONALD ROAD**

**MAP 056 PARCEL 09402, MAP 056 PARCEL 09404, MAP 056 PARCEL 09405, MAP
056 PARCEL 09407, MAP 059 PARCEL 00202 AND MAP 059 PARCEL 00204**

**CLARK A. PRESLEY AND
TAMARA C. PRESLEY PROPERTY
MAP 056, PARCEL 094.02
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

21-0337

Being a certain tract or parcel of land lying and being in the Sixteenth (16th) Civil District of Williamson County, Tennessee. Being bounded on the north by the Deborah Moskal, Trustee of the Robert H. Adcock Marital Trust property of record in Book 5792, Page 540, Register's Office of Williamson County (R.O.W.C.T.); on the east by the Daniel R. Vasta and Victoria L. Vasta, property of record in Book 7552, Page 3, R.O.W.C.T.; on the south by Sam Donald Road; on the west by the John J. Albright and wife, Margaret C. Albright property of record in Book 1256, Page 429, R.O.W.C.T., and being more particularly described as follows:

Beginning in the north right-of-way of said Sam Donald Road, at the southeast corner of said Albright and the southwest corner of the herein described tract;

Thence, leaving said right-of-way, with the east line of said Albright the following three (3) calls:

1. North 07 degrees 33 minutes 18 seconds East, 278.45 feet to an iron rod (old) no cap;
2. North 05 degrees 57 minutes 23 seconds East, 203.67 feet to a 1/2 inch iron rod (old) no cap;
3. North 06 degrees 26 minutes 01 seconds East, 443.50 feet to a 1/2 inch iron rod (old) at the southwest corner of said Deborah Moskal, Trustee of the Robert H. Adcock Marital Trust property, the northwest corner of the herein described tract;

Thence, leaving the east line of said Albright, with the south line of said Moskal, South 82 degrees 36 minutes 15 seconds East, 579.44 feet to the northwest corner of said Vasta Property, the northeast corner of the herein described tract;

Thence, with the west line of said Vasta, South 11 degrees 54 minutes 37 seconds West, 1100.89 feet to the north right-of-way of said Sam Donald Road, the southeast corner of the herein described tract;

Thence, with the north right-of-way of said Sam Donald Road the following five (5) calls:

1. North 58 degrees 31 minutes 56 seconds West, 74.69 feet;
2. North 59 degrees 55 minutes 10 seconds West, 100.49 feet;
3. North 61 degrees 29 minutes 44 seconds West, 100.99 feet;
4. North 64 degrees 29 minutes 54 seconds West, 101.51 feet;
5. North 67 degrees 31 minutes 41 seconds West, 134.00 feet to the **Point of Beginning** containing 533,659 square feet or **12.25** acres, more or less, according to deeds of record.

Being the same property conveyed to Clark A. Presley and Tamara C. Presley by Warranty Deed of record in Book 1250, Page 463, Register's Office for Williamson County, Tennessee.

**JAMES D. NEWSOM AND
SHERRI L. NEWSOM PROPERTY
MAP 056, PARCEL 094.04
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

21-0337

Being a certain tract or parcel of land lying and being in the Sixteenth (16th) Civil District of Williamson County, Tennessee. Being bounded on the north by Sam Donald Road, on the east by the Beth Bradley property of record in Book 4769, Page 346, Register's Office of Williamson County (R.O.W.C.T.); on the south by the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T.; on the west by Lot 1 as shown on the plan entitled "Anderton Realty Partners Property" of record in Plat Book P34, Page 75, R.O.W.C.T., and being more particularly described as follows:

Beginning in the south right-of-way of said Sam Donald Road, at the northeast corner of said Lot 1, said corner being the northwest corner of herein described tract;

Thence, with the south right-of-way of said Sam Donald Road, the following five (5) calls:

1. South 74 degrees 41 minutes 15 seconds East, 159.25 feet;
2. South 72 degrees 51 minutes 34 seconds East, 73.94 feet;
3. South 72 degrees 15 minutes 45 seconds East, 223.60 feet;
4. South 69 degrees 29 minutes 39 seconds East, 228.79 feet;
5. South 64 degrees 45 minutes 52 seconds East, 98.14 feet to the northwest corner of said Beth Bradley property, the northeast corner of the herein described tract;

Thence, leaving the south right-of-way of said Sam Donald Road, with the west line of said Bradley the following three (3) calls:

1. South 21 degrees 21 minutes 39 seconds West, 480.00 feet;
2. South 37 degrees 34 minutes 59 seconds West, 796.91 feet to the southeast corner of the herein described tract;

3. South 85 degrees 10 minutes 49 seconds West, 123.46 feet to the east line of said Lot 1 as shown on plan entitled "Anderton Realty Partners Property", the southwest corner of the herein described tract;

Thence, with the east line of said Lot 1 the following eight (8) calls:

1. North 04 degrees 49 minutes 11 seconds West, 127.00 feet;
2. North 00 degrees 34 minutes 51 seconds West, 161.34 feet;
3. North 00 degrees 16 minutes 19 seconds East, 360.82 feet;
4. North 03 degrees 01 minutes 59 seconds East, 107.45 feet;
5. North 01 degrees 58 minutes 39 seconds East, 163.43 feet;
6. North 03 degrees 39 minutes 39 seconds East, 116.01 feet;
7. North 06 degrees 29 minutes 41 seconds East, 289.76 feet;
8. North 07 degrees 43 minutes 58 seconds East, 20.06 feet the **Point of Beginning** and containing 656,270 square feet or **15.07** acres, more or less, according to the current deeds of record.

Being the same property conveyed to James D. Newsom and Sherri L. Newsom, husband and wife by Warranty Deed of record in Book 6898, Page 61, Register's Office for Williamson County, Tennessee.

BETH BRADLEY (O'CONNELL) PROPERTY
MAP 056, PARCEL 094.05
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION

21-0337

Being a certain tract or parcel of land lying and being in the Sixteenth (16th) Civil District of Williamson County, Tennessee. Being bounded on the north by Sam Donald Road; on the east by the Beth F. Bradley O'Connell property of record in Book 1827, Page 769, Register's Office of Williamson County (R.O.W.C.T.); on the south by the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T.; on the west by: the James D. Newsom and Sherri L. Newsom property of record in Book 6898, Page 61, R.O.W.C.T., Lot 1 as shown on plan entitled "Errico Estates" of record in Plat Book P52, Page 23, R.O.W.C.T. and Lot 1 as shown on the plan entitled "Anderton Realty Partners Property" of record in Plat Book P34, Page 75, R.O.W.C.T. and being more particularly described as follows:

Beginning in the south right-of-way of said Sam Donald Road, at the northwest corner of said Beth F. Bradley O'Connell and the northeast corner of the herein described tract;

Thence, leaving the south right-of-way of said Sam Donald Road, with the west line of said Beth F. Bradley O'Connell, South 20 degrees 21 minutes 06 seconds West, 1582.96 feet to a 1/2 inch iron rod (old) no cap in the north line of said Larry Scales, Phyllis Sanford and Eric Scales property, said iron rod being the southeast corner of the herein described tract;

Thence, with the north line of said Scales, etal the following five (5) calls:

1. North 81 degrees 50 minutes 11 seconds West, 28.24 feet to an iron rod (old) with cap stamped RLS #1529;
2. North 76 degrees 52 minutes 38 seconds West, 32.51 feet to a 1/2 inch iron rod (old) no cap;
3. North 81 degrees 48 minutes 30 seconds West, 67.51 feet a 1/2 inch iron rod (old) no cap;
4. North 75 degrees 00 minutes 35 seconds West, 38.30 feet a 1/2 inch iron rod (old) no cap;
5. North 81 degrees 03 minutes 53 seconds West, 295.95 feet a 1/2 inch iron rod (old) no cap at the southeast corner of said Lot 1 as shown on plan entitled "Errico Estates", the southwest corner of the herein described tract;

Thence, with the east line of said Lot 1 as shown on plan entitled "Errico Estates" and Lot 1 as shown on plan entitled "Anderton Realty Partners Property" the following three (3) calls:

1. North 02 degrees 47 minutes 09 seconds East, 63.50 feet;
2. North 00 degrees 46 minutes 21 seconds West, 228.26 feet;
3. North 04 degrees 49 minutes 11 seconds West, 161.36 feet to the southwest corner of said James D. Newsom and Sherri L. Newsom property;

Thence, with the south and east lines of said Newsom the following three (3) calls:

1. North 85 degrees 10 minutes 49 seconds East, 123.46 feet;
2. North 37 degrees 34 minutes 59 seconds East, 796.91 feet;
3. North 21 degrees 21 minutes 39 seconds East, 480.00 feet to the south right-of-way of said Sam Donald Road;

Thence, with the south right-of-way of said Sam Donald Road the following three (3) calls:

1. South 61 degrees 45 minutes 42 seconds East, 98.99 feet;
2. South 60 degrees 11 minutes 08 seconds East, 99.19 feet;
3. South 58 degrees 47 minutes 53 seconds East, 73.29 feet to the **Point of Beginning**, containing 658,677 square feet or **15.12** acres, more or less, according to the current deeds of record.

Being the same property conveyed to Beth Bradley by Special Warranty Deed of record in Book 4769, Page 346, Register's Office for Williamson County, Tennessee.

**BETH BRADLEY PROPERTY
MAP 056, PARCEL 094.07
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

21-0337

Being a certain tract or parcel of land lying and being in the Sixteenth (16th) Civil District of

Williamson County, Tennessee. Being bounded on the north by Sam Donald Road; on the east by the Keith E. Shults and Debra G. Shults property of record in Book 1270, Page 64, Register's Office of Williamson County (R.O.W.C.T.); on the south by the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T. and on the west by the Beth Bradley property of record in Book 4769, Page 346, R.O.W.C.T. and being more particularly described as follows:

Beginning in the south right-of-way of said Sam Donald Road, at the northeast corner of said Beth Bradley property and the northwest corner of the herein described tract;

Thence, with the south right-of-way of said Sam Donald Road the following six (6) calls:

1. South 56 degrees 57 minutes 23 seconds East, 123.87 feet;
2. South 49 degrees 21 minutes 00 seconds East, 195.77 feet;
3. South 40 degrees 46 minutes 59 seconds East, 97.04 feet;
4. South 36 degrees 30 minutes 28 seconds East, 98.34 feet;
5. South 33 degrees 52 minutes 00 seconds East, 98.56 feet;
6. South 30 degrees 36 minutes 24 seconds East, 50.82 feet to the northwest corner of said Keith E. Shults and Debra G. Shults property, the northeast corner of the herein described tract;

Thence, leaving said right-of-way line of Sam Donald Road with the west line of Shults, South 33 degrees 53 minutes 23 seconds West, 1269.43 feet to a 1/2 inch iron rod (old) no cap in the north line of said Larry Scales, Phyllis Sanford and Eric Scales, said iron rod being the southeast corner of the herein described tract;

Thence, with the north line of said Scales, etal the following two (2) calls:

1. North 86 degrees 22 minutes 11 seconds West, 18.59 feet to a 1/2 inch iron rod (old) no cap;
2. North 81 degrees 31 minutes 15 seconds West, 282.29 feet to a 1/2 inch iron rod (old) no cap at the southeast corner of said Beth Bradley property, the southwest corner of the herein described tract;

Thence, with the east line of said Bradley, North 20 degrees 21 minutes 06 seconds East, 1582.96 feet to the **Point of Beginning**, containing 659,103 square feet or **15.13** acres, more or less, according to the current deeds of record.

Being the same property conveyed to Beth F. Bradley O'Connell by Special Warranty Deed of record in Book 4769, Page 346, Register's Office for Williamson County, Tennessee.

**GORDON R. HUNNICUTT, JR AND WIFE,
DOLORES THIEMAN HUNNICUTT PROPERTY
PORTION OF MAP 059, PARCEL 002.02
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

Being a certain tract of land lying in the Seventeenth Civil District of Williamson County, Tennessee. Being Lot 1 and a portion of an "Unbuildable Lot at this time" as labeled on the plat entitled, Hunnicutt Randall Subdivision of record in Plat Book P37, Page 148, R.O.W.C.T. Said tract is located south of Sam Donald Road and being more particularly described, by metes and bounds, as follows:

Commencing at an iron rod (new) with a cap stamped Ragan Smith & Associates in the southerly right-of-way of Sam Donald Road at the northeasterly corner of the Keith E. Shults and Debra G. Shults property of record in Book 1270, Page 64, Register's Office for Williamson County, Tennessee (R.O.W.C.T.) and being the most northerly corner of the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T.;

Thence, leaving said right-of-way with the common line of said Shults property and said Larry Scales, Phyllis Sanford and Eric Scales property the following two (2) calls:

- 1) South 09 degrees 25 minutes 00 seconds West, 11.76 feet to a 1/2" iron rod (old);
- 2) South 05 degrees 47 minutes 10 seconds West, 510.64 feet to a 1/2" iron rod (old) in a woven wire fence;

Thence, crossing said Larry Scales, Phyllis Sanford and Eric Scales property, South 05 degrees 47 minutes 10 seconds West, 1,190.20 feet to a point in the north line of an "Unbuildable Lot," as shown on the plat entitled, Hunnicutt Randall Subdivision, of record in Plat Book P37, Page 148, R.O.W.C.T. and being the **Point of Beginning**;

Thence, crossing said Unbuildable Lot, South 05 degrees 47 minutes 10 seconds West, 738.52 feet to the north line of Open Space F as shown on plat entitled, Scales Farmstead, Phase One, of record in Plat Book P65, Page 77, R.O.W.C.T.;

Thence, with said north line of Open Space F, the north line of Open Space N and the north terminus of Spruell Drive (50 foot right-of-way width) as shown on plat entitled, Scales Farmstead, Phase Two, of record in Plat Book P70, Page 34, R.O.W.C.T., North 82 degrees 42 minutes 54 seconds West, 403.52 feet to a 8" Cedar;

Thence, continuing with said north terminus of Spruell Drive and the north line of Open Space A as shown on said plat entitled, Scales Farmstead, Phase Two, North 82 degrees 38 minutes 43 seconds West, 213.40 feet to a 40" Walnut at the northeast corner of the Steven B. Lucks and wife, Julia C. Lucks property of record in Book 664, Page 997, R.O.W.C.T.;

Thence, with the north line of said Lucks property and the north line of the Gordon R.

Hunnicut, Jr. and Dolores Theiman Hunnicutt property of record in Book 796, Page 30, R.O.W.C.T., North 84 degrees 24 minutes 37 seconds West, 667.50 feet to an iron rod (old) with cap stamped "RLS 1869" at a southeast corner of said Scales, Sanford and Scales property;

Thence, leaving the north line of Hunnicutt with the common lines of said Scales, Sanford and Scales property and Lot 1 and an "Unbuildable Lot" on said plat entitled, Randall Hunnicutt Property, the following eight (8) calls:

- 1) North 06 degrees 13 minutes 38 seconds East, 751.56 feet to 18" Maple;
- 2) South 81 degrees 35 minutes 43 seconds East, 449.69 feet to an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 3) South 83 degrees 53 minutes 37 seconds East, 311.63 feet to a 20" Hackberry;
- 4) South 84 degrees 51 minutes 04 seconds East, 102.64 feet to a ½ inch iron rod (old) with no cap at the common corner of Lot 1 and an "Unbuildable Lot" on said plat entitled, Randall Hunnicutt Property;
- 5) South 85 degrees 30 minutes 46 seconds East, 122.48 feet to a 14" Hackberry;
- 6) South 82 degrees 11 minutes 40 seconds East, 170.92 feet an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 7) South 84 degrees 35 minutes 26 seconds East, 169.95 feet to a 12" Hackberry;
- 8) South 82 degrees 42 minutes 25 seconds East, 39.42 feet to the **Point of Beginning** and containing 1,005,149 square feet or **23.08** acres, more or less.

Being a portion of the same property conveyed to Gordon R. Hunnicutt, Jr. and wife, Dolores T. Hunnicutt by Quitclaim Deed from Steven L. Bagsby and wife, Erin E. Bagsby of record in Book 4168, Page 754, Register's Office for Williamson County, Tennessee.

Also being a portion of the same property conveyed to Gordon R. Hunnicutt, Jr. and wife, Dolores Thieman Hunnicutt by Quitclaim Deed from Arleen Hunnicutt Hicks, etal of record in Book 3165, Page 273, Register's Office for Williamson County, Tennessee.

**LARRY SCALES, PHYLLIS SANFORD
AND ERIC SCALES PROPERTY
MAP 059, PARCEL 002.04
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

Being a certain tract of land lying in the Seventeenth Civil District of Williamson County, Tennessee. Said tract is located south of Sam Donald Road and being more particularly described, by metes and bounds, as follows:

Commencing at an iron rod (new) with a cap stamped Ragan Smith & Associates in the southerly right-of-way of Sam Donald Road at the northeasterly corner of the Keith E. Shults and Debra G. Shults property of record in Book 1270, Page 64, Register's Office for Williamson County, Tennessee (R.O.W.C.T.) and being the most northerly corner of the

Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T.;

Thence, leaving said right-of-way with the common line of said Shults property and said Larry Scales, Phyllis Sanford and Eric Scales property, South 05 degrees 47 minutes 10 seconds West, 510.64 feet to a 1/2" iron rod (old) in a woven wire fence and being the **Point of Beginning**;

Thence, crossing said Larry Scales, Phyllis Sanford and Eric Scales property, South 05 degrees 47 minutes 10 seconds West, 1,190.20 feet to a point in the northerly line of an "Unbuildable Lot at this Time," as labeled on the plat entitled, Hunnicutt Randall Subdivision, of record in Plat Book P37, Page 148, R.O.W.C.T.;

Thence, with the northerly line of said "Unbuildable Lot" of said subdivision, and generally along a woven wire fence, for the next four (4) calls:

- 1) North 82 degrees 42 minutes 25 seconds West, 39.42 feet an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 2) North 84 degrees 35 minutes 26 seconds West, 169.95 feet to an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 3) North 82 degrees 11 minutes 40 seconds West, 170.92 feet to a 14" Hackberry tree;
- 4) North 85 degrees 30 minutes 46 seconds West, 122.48 feet to a 1/2" iron rod (old) with no cap at the northeasterly corner of Lot 1 of said subdivision.

Thence, with the northerly and westerly line of Lot 1 of said subdivision, and generally along the woven wire fence, for the next four (4) calls:

- 1) North 84 degrees 51 minutes 04 seconds West, 102.64 feet to a 20" Hackberry tree;
- 2) North 83 degrees 53 minutes 37 seconds West, 311.63 feet to an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 3) North 81 degrees 35 minutes 43 seconds West, 449.69 feet to an 18" Maple tree;
- 4) South 06 degrees 13 minutes 38 seconds West, 751.56 feet to an iron rod (old) with a cap stamped RLS#1869 in the northerly line of the Gordon R. Hunnicutt, Jr and Dolores Theiman Hunnicutt property of record in Book 796, Page 30, R.O.W.C.T.;

Thence, with said northerly line and the northerly line of the Kenneth G. Gaidos and Susan H. Gaidos property of record in Book 1379, Page 480, R.O.W.C.T., North 83 degrees 07 minutes 08 seconds West, 1678.82 feet to a wood fence post in the southeasterly corner of Oliver H. Rutherford, Jr., of record in Book 4456, Page 876, R.O.W.C.T.;

Thence, leaving said Gaidos property with the easterly line of said Rutherford property, generally along the woven wire fence, North 01 degrees 31 minutes 23 seconds East, 1262.32 feet to an iron rod (new) with a cap stamped Ragan Smith & Associates;

Thence, continuing with said Rutherford, North 31 degrees 01 minutes 37 seconds East, 46.20 feet to an iron rod (old) with a cap stamped RLS Byrd in the southerly line of Lot Three on the plat entitled, Anderton Realty Partners Subdivision, of record in Plat Book P34, Page 73, R.O.W.C.T.;

Thence, with said southerly line of Lot Three and with the southerly line of Lot Two as shown on plat entitled Anderton Realty Partners Subdivision of record in Plat Book P34, Page 74, R.O.W.C.T., for the next two (2) calls:

- 1) South 82 degrees 04 minutes 09 seconds East, 327.78 feet to a 30" Oak tree;
- 2) North 58 degrees 13 minutes 52 seconds East, 304.36 feet to an iron rod (old) with a cap stamped RLS#1127 at the southwesterly corner of Lot 2 as shown on the plat entitled, Errico Estates Subdivision, of record in Plat Book P52, Page 23, R.O.W.C.T.;

Thence, with said Lot 2 and Lot 1 of said subdivision, for the next three (3) calls:

- 1) North 58 degrees 16 minutes 35 seconds East, 224.78 feet to a wood fence post;
- 2) North 61 degrees 42 minutes 06 seconds East, 543.95 feet to a 20" Cedar tree;
- 3) South 86 degrees 44 minutes 29 seconds East, 163.86 feet to a 1/2" iron rod (old) with no cap, at the southwesterly corner of the Beth Bradley property of record in Book 4769, Page 346, R.O.W.C.T.;

Thence, with said Bradley, along the woven wire fence, for the next five (5) calls:

- 1) South 81 degrees 03 minutes 53 seconds East, 295.95 feet to a 1/2" iron rod (old) with no cap;
- 2) South 75 degrees 00 minutes 35 seconds East, 38.30 feet to a 1/2" iron rod (old) with no cap;
- 3) South 81 degrees 48 minutes 30 seconds East, 67.51 feet to a 1/2" iron rod (old) with no cap;
- 4) South 76 degrees 52 minutes 38 seconds East, 32.51 feet to an iron rod (old) with a cap stamped RLS#1529;
- 5) South 81 degrees 50 minutes 11 seconds East, 28.24 feet to a 1/2" iron rod (old) with no cap at the southwesterly corner of the Beth Bradley O'Connell property of record in Book 1827, Page 769, R.O.W.C.T.;

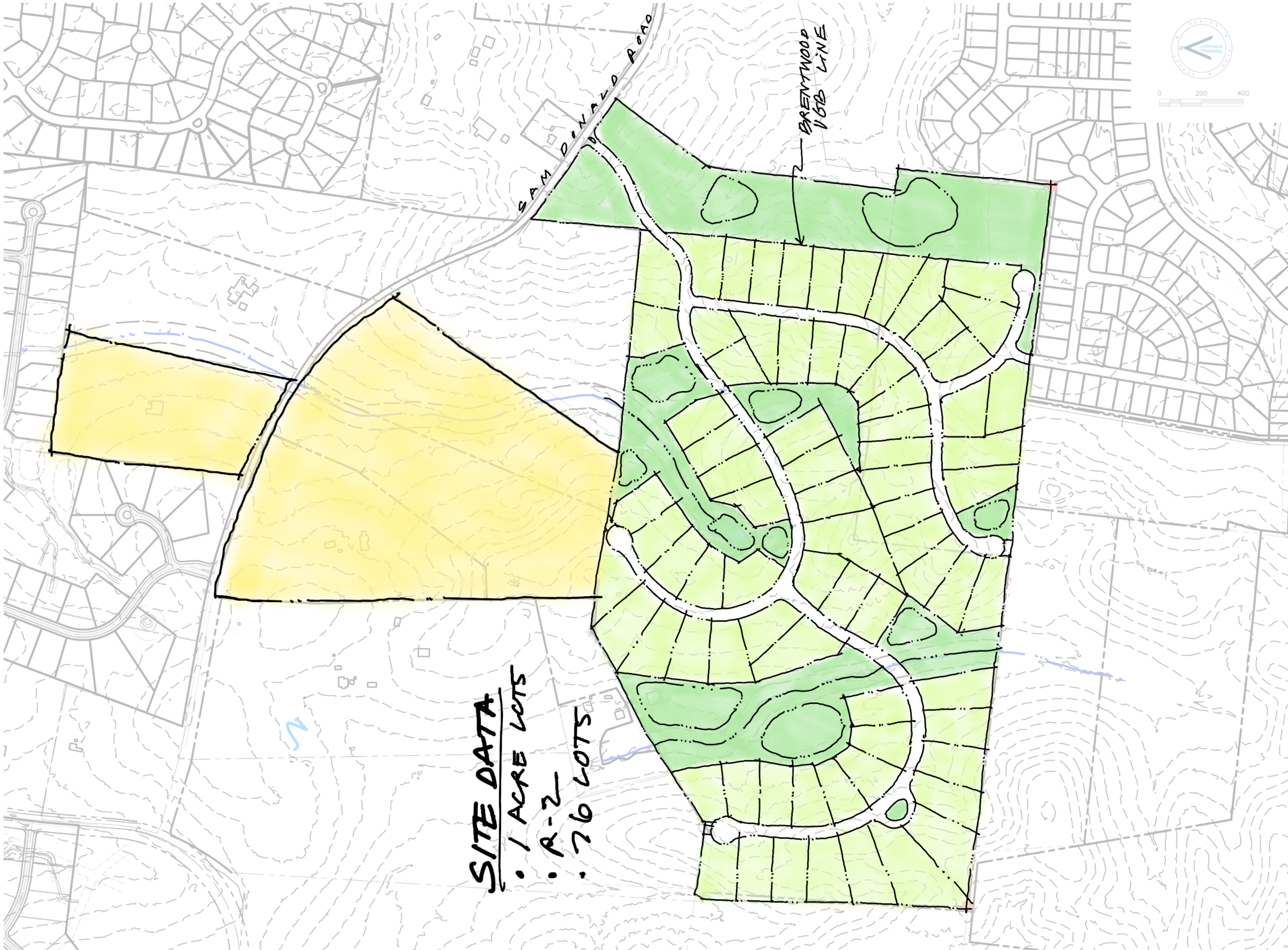
Thence, with said O'Connell property, for the next two (2) calls:

- 1) South 81 degrees 31 minutes 15 seconds East, 282.29 feet to a 1/2" iron rod (old) with no cap;
- 2) South 86 degrees 22 minutes 11 seconds East, 18.59 feet to a 1/2" iron rod (old) with no cap at the Southwesterly corner of said Shults property;

Thence, with the south line of Shults, South 84 degrees 14 minutes 56 seconds East, 936.50 feet to the **Point of Beginning** and containing 4,503,357 square feet or **103.38** acres, more or less.

Being a portion of the same property conveyed to Larry Scales, Phyllis Sanford and Eric Scales by quitclaim deed from Phyllis Sanford, Rayford Scales, Larry Scales and Eric Scales of record in Book 7168, Page 844, Register's Office for Williamson County, Tennessee.

The area to be annexed shall include a portion of the right-of-way of Sam Donald Road extending from the northwest corner of property identified by the Williamson County Property Assessor as Map 056 Parcel 09404 to the northeast corner of property identified by the Williamson County Property Assessor as Map 056 Parcel 09405.



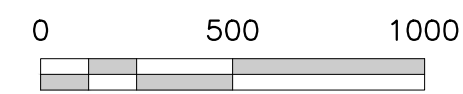
SITE DATA
• 1 ACRE LOTS
• R-2
• 76 LOTS



'SAM DONALD ESTATES'
CPS LAND (CPS)

16th CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF BRENTWOOD, TENNESSEE

Scale:	1"=200'
Date:	JANUARY 12, 2022
Approved By:	TF
Drawn By:	TF
Revisions:	



Nashville - Murfreesboro - Chattanooga
ragansmith.com

**SAM DONALD ROAD
LARRY SCALES, PHYLLIS SANFORD
AND ERIC SCALES PROPERTY**

17th CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=500'

Date: FEBRUARY 11, 2022

Approved By: _____ TF

Drawn By: TF

Revisions:

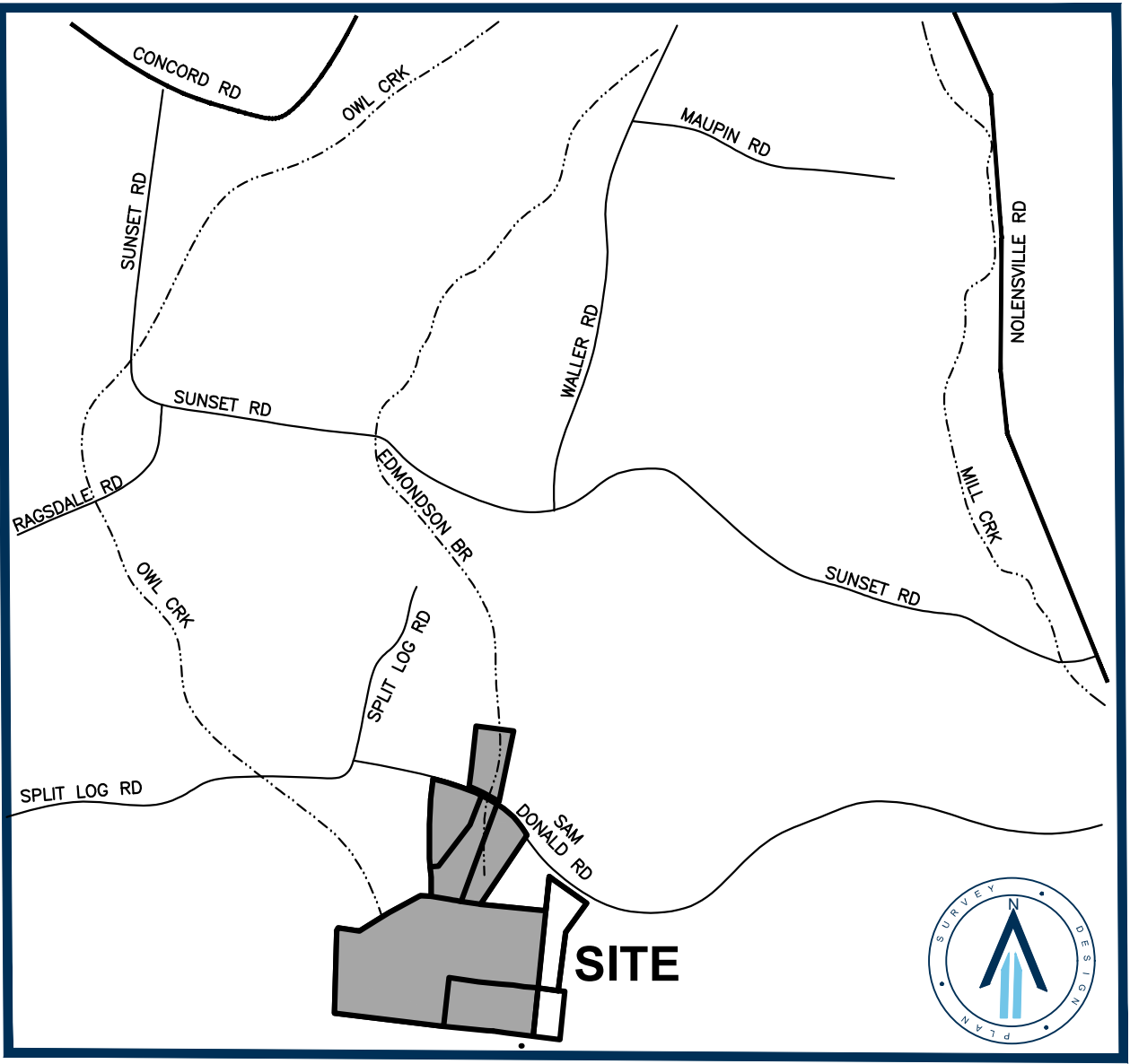
Drawing Title:
EXHIBIT

Drawing No.

VICINITY MAP

Project No.
21-0337

121-03371-5 SURVEY EXHIBIT 554M DONALD ANNEXATION EXHIBIT VICINITY MAP 21-037 VICINITY MAP-SANFORD-SCALE 5 DWG
 PLOTTED BY AMANDA REED ON: 2/10/2022 8:46 PM LAST UPDATED BY AREED ON: 2/19/2022 8:45 PM



GENERAL NOTES

1. THE PURPOSE OF THIS EXHIBIT IS TO SHOW PROPERTY TO BE ANNEXED TO THE CITY OF BRENTWOOD.

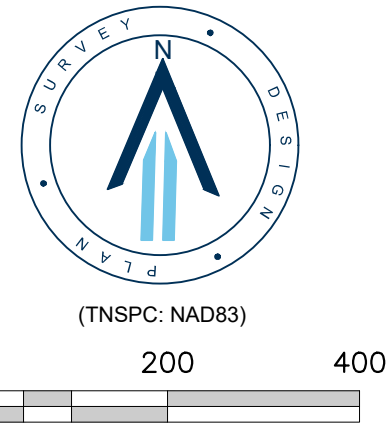
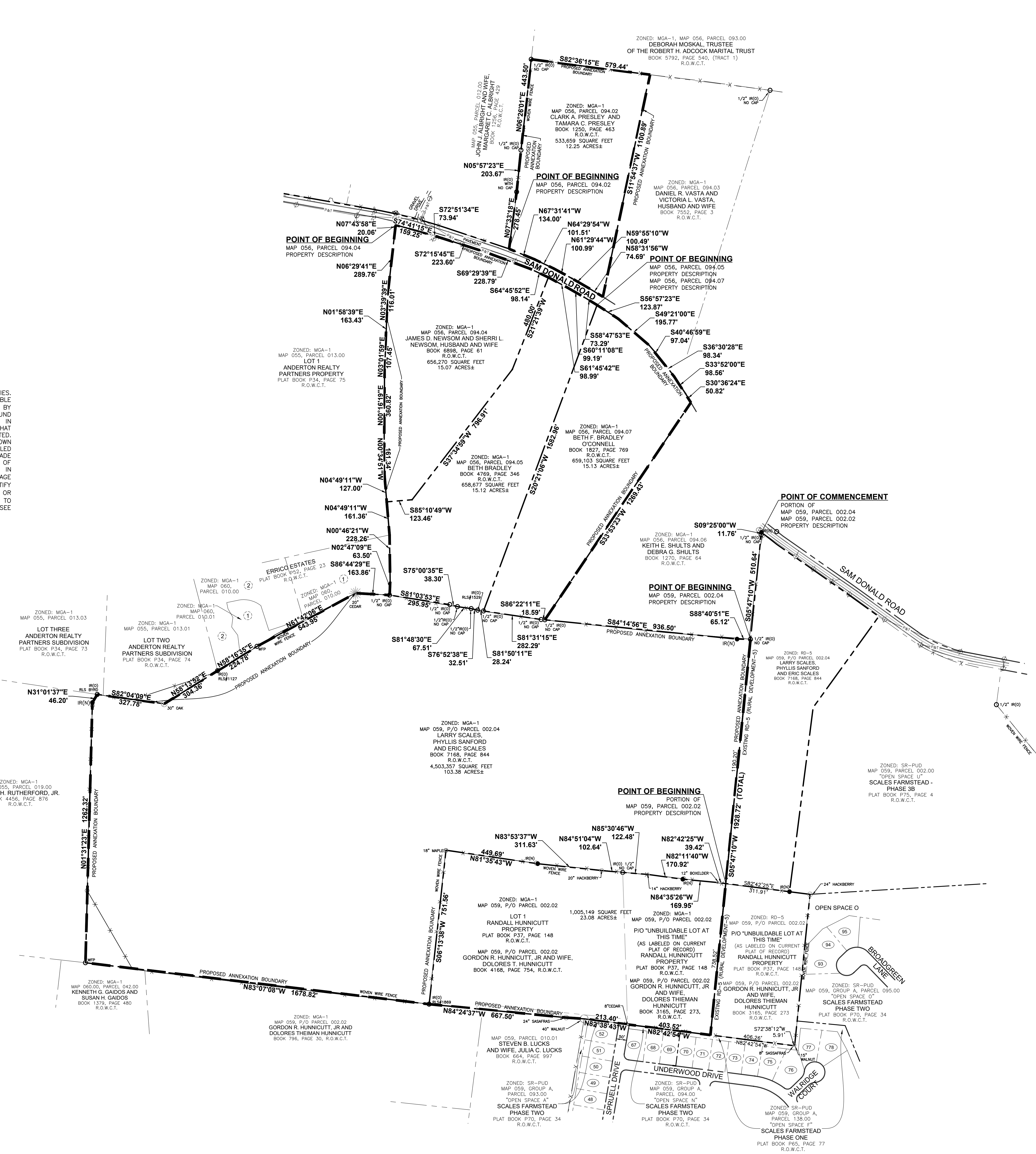
2. THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7.

UTILITY NOTE

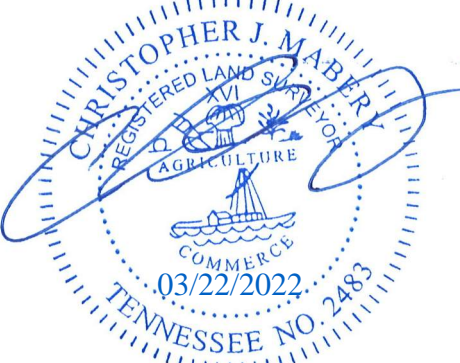
THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.



- LEGEND**
- (R(N)) IRON ROD (NEW)
0.5" x 16" W/ CAP STAMPED
(WAGON SMITH & ASSOCIATES)
 - (R(O)) IRON ROD (OLD)
 - UTILITY POLE
 - P&T- OVERHEAD POWER AND
TELEPHONE LINES
 - UTILITY POLE W/ ANCHOR
 - X-X- FENCE
 - CMP- CORRUGATED METAL PIPE
 - MGA-1 MUNICIPAL GROWTH AREA DISTRICT 1
 - RD-5 RURAL DEVELOPMENT-5
 - SR-PUD SUBURBAN RESIDENTIAL/OVERLAY PLANNED DEVELOPMENT
 - R.O.W.C.T. REGISTER'S OFFICE FOR
WILLIAMSON COUNTY, TENNESSEE



Nashville - Murfreesboro - Chattanooga
ragansmith.com



SAM DONALD ROAD PROPERTIES MAP 56 - PARCELS 94.02, 94.04, 94.05, 94.07 AND MAP 59 P/O PARCEL 2.02 & 2.04

16th and 17th CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=200'

Date: February 16, 2022

Approved By: CJM

Revisions: SLL

1 3/2/2022: Revised per staff comments.

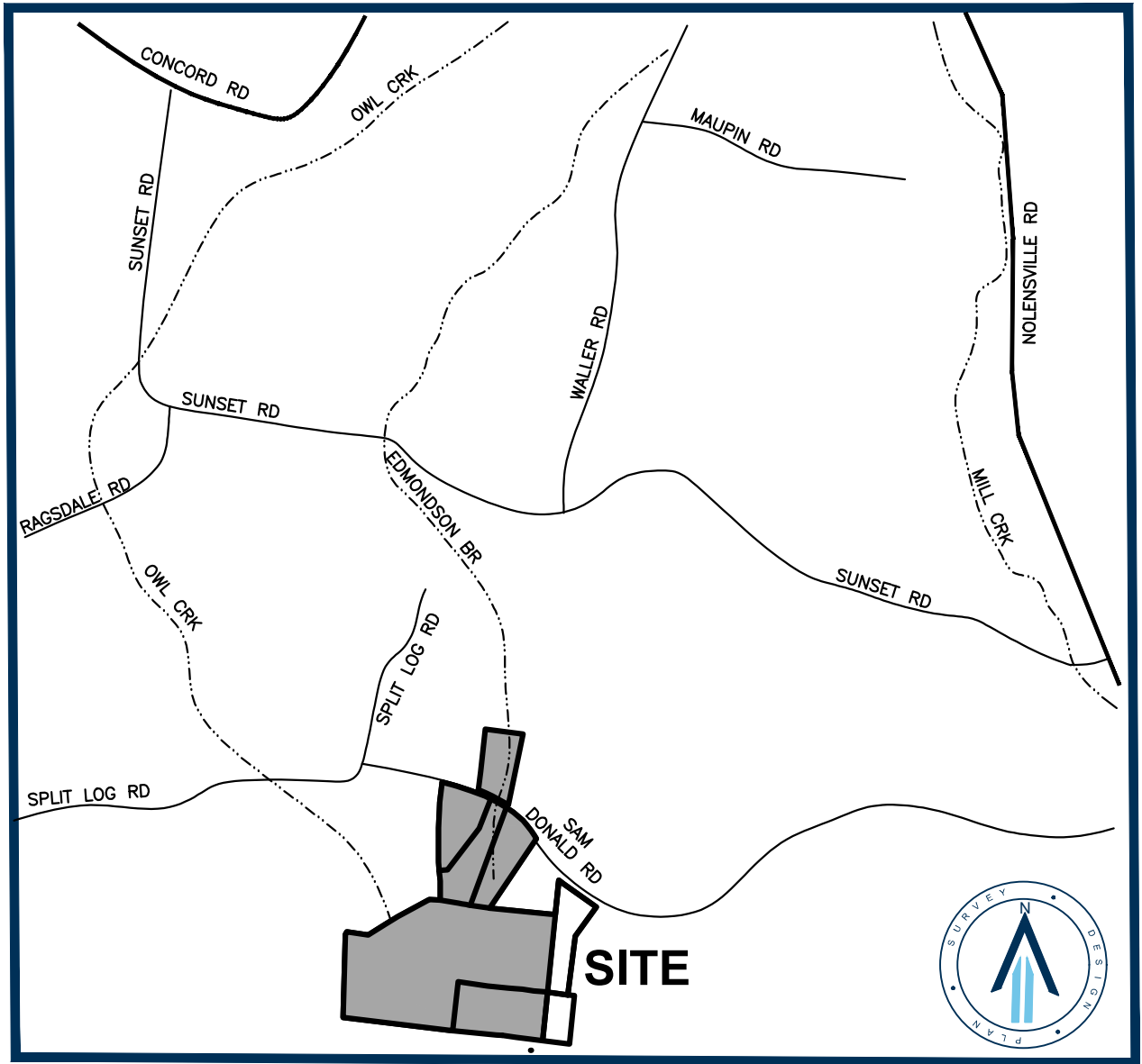
2 3/9/2022: Added Hunnicutt Tract.

3 3/22/2022: Revised per staff comments.

Drawing Title:
**ANNEXATION
EXHIBIT**

Drawing No.
1 of 1

Project No.
22-0058



GENERAL NOTES

1. THE PURPOSE OF THIS EXHIBIT IS TO SHOW PROPERTY TO BE ANNEXED TO THE CITY OF BRENTWOOD.
2. THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7.

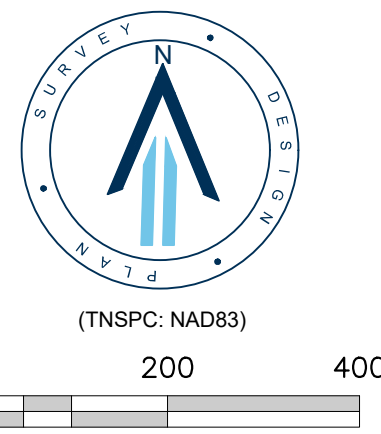
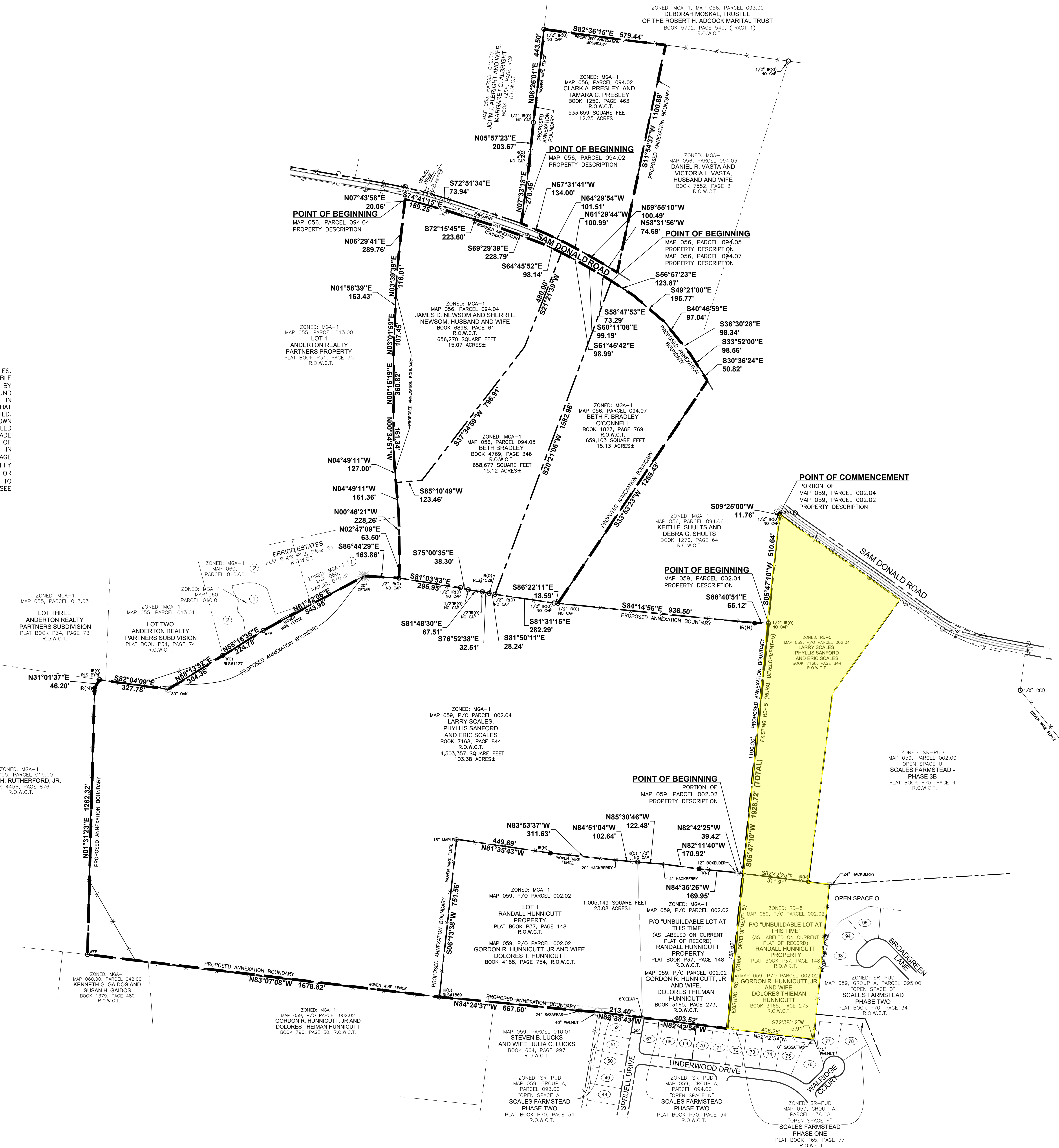
UTILITY NOTE

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.

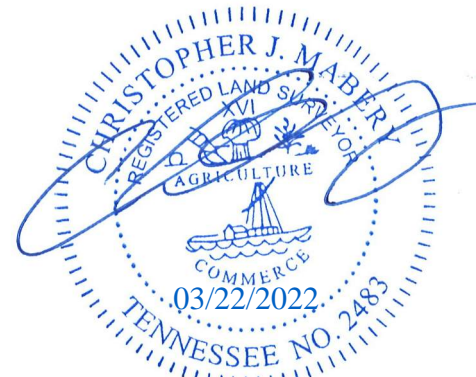


LEGEND

- (R(N)) IRON ROD (NEW)
0.5" x 1.0" W/ CAP STAMPED
(WAGON SMITH & ASSOCIATES)
- (R(O)) IRON ROD (OLD)
- UTILITY POLE
- P&T- OVERHEAD POWER AND TELEPHONE LINES
- UTILITY POLE W/ ANCHOR
- X- FENCE
- CMP- CORRUGATED METAL PIPE
- MGA-1 MUNICIPAL GROWTH AREA DISTRICT 1
- RD-5 RURAL DEVELOPMENT-5
- SR-PUD SUBURBAN RESIDENTIAL/OVERLAY PLANNED DEVELOPMENT
- R.O.W.C.T. REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE



Nashville - Murfreesboro - Chattanooga
ragansmith.com



SAM DONALD ROAD
PROPERTIES
MAP 56 - PARCELS 94.02, 94.04,
94.05, 94.07 AND MAP 59 P/O PARCEL 2.02 & 2.04

16th and 17th CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=200'

Date: February 16, 2022

Approved By: CJM

Revisions: SLL

- 1 3/2/2022: Revised per staff comments.
- 2 3/9/2022: Added Hunnicutt Tract.
- 3 3/22/2022: Revised per staff comments.

Drawing Title:
ANNEXATION
EXHIBIT

Drawing No.
1 of 1

Project No.
22-0058

February 11, 2022

James D. Newsom
9813 Sam Donald Road
Nolensville, TN 37135

Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

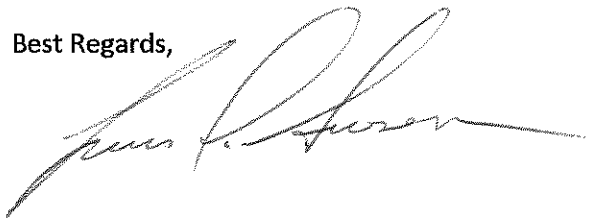
Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates, Inc., Sam Donald Investment Partners, and representatives to submit the **Annexation Request** for the property located at "9813 Sam Donald Road, Nolensville TN 37135" Map 56 - Parcel 94.04 on my behalf.

Thank you for your consideration of our request.

Best Regards,

A handwritten signature in black ink, appearing to read "James D. Newsom", written over a horizontal line.

February 11, 2022

Beth Bradley O'Connell
914 Sam Auburn LN
Brentwood, TN 37027

Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates, Inc., Sam Donald Investment Partners, and representatives to submit the **Annexation Request** for the property located at "9817 & 9821 Sam Donald Road, Nolensville TN 37135" Map 56 - Parcel 94.05 & 94.07, on our behalf.

Thank you for your consideration of our request.

Best Regards,



February 10, 2022

Clark Presley
Tamara Presley
2503 White Ave
Nashville, TN 37204

Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

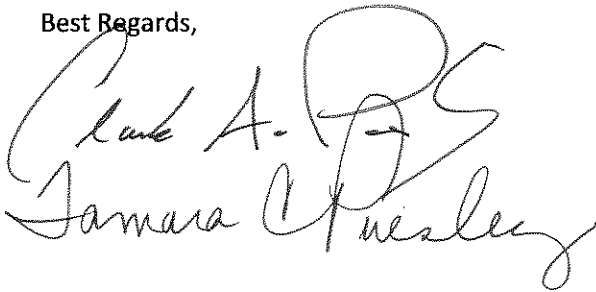
Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates, Inc., Sam Donald Investment Partners, and representatives to submit the **Annexation Request** for the property located at "9814 Sam Donald Road, Nolensville TN 37135", on our behalf.

Thank you for your consideration of our request.

Best Regards,

Handwritten signatures of Clark A. Presley and Tamara Presley. The signature of Clark A. Presley is written in a large, stylized cursive script, with the first name 'Clark' and the last name 'Presley' clearly visible. Below it, the signature of Tamara Presley is written in a similar cursive script, with the first name 'Tamara' and the last name 'Presley' clearly visible.

February 7, 2022

Eric Scales
1756 Lewisburg Pike
Franklin, TN 37064

Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates, Inc., Sam Donald Investment Partners, and representatives to submit the **Annexation Request** for the property located at "Sam Donald Road, Nolensville TN 37135" Map 59 - Parcel 2.04, on our behalf.

Thank you for your consideration of our request.

Best Regards,

A handwritten signature in black ink, appearing to read "Eric Scales", written in a cursive style.

February 7, 2022

Larry Scales
1436 Irl Scott Road
Auburn, Ky 42206

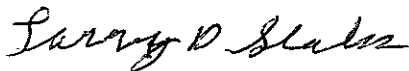
Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates, Inc., Sam Donald Investment Partners, and representatives to submit the **Annexation Request** for the property located at "Sam Donald Road, Nolensville TN 37135" Map 59 - Parcel 2.04, on our behalf.

Thank you for your consideration of our request.

Best Regards, 

February 7, 2022

Phyllis Sanford
P.O. Box 193
Nolensville Tn, 37135

Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, Tn 37027

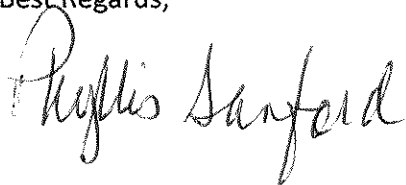
Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates Inc., Sam Donald Investment Partners, and representatives to submit the **Annexation Request** for the property located at "Sam Donald Road, Nolensville TN 37135 Map 59 – Parcel 2.04 on our behalf.

Thank you for your consideration of our request.

Best Regards,

A handwritten signature in cursive script that reads "Phyllis Sanford". The signature is written in dark ink and is positioned below the typed name "Phyllis Sanford".

PETITION FOR ANNEXATION

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

Phyllis Sanford
Printed Name

Phyllis Sanford
Signature

Larry Scales
Printed Name

Larry O. Scales
Signature

Eric Scales
Printed Name

Eric Scales
Signature

Property address: Sam Donald Road, Nolensville TN, 37135

Tax map/parcel number: Map 59, Parcel 2.04

STATE OF TENNESSEE

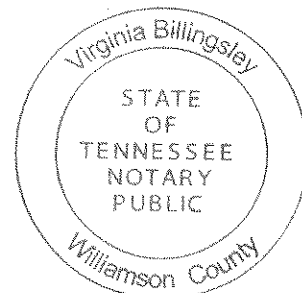
COUNTY OF Williamson

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

Witness my hand, at office, this 9 day of February, 2022

Virginia Billingsley
Notary Public

My commission expires: 10/25/2022



Gordon R Hunnicutt, Jr
Dolores T Hunnicutt
9618 Clovercroft Road
Nolensville, TN 37135

March 8, 2022

Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

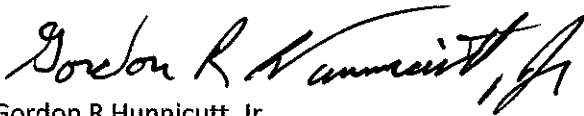
Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates, Inc., Sugar Maple Investment Partners, and representatives to submit the **Annexation Request** for a portion of the property located at "9816 Clovercroft Road, Nolensville TN 37135" Map 59 - Parcel 00202 on my behalf.

Thank you for your consideration of our request.

Best Regards,



Gordon R Hunnicutt, Jr



Dolores T Hunnicutt

PETITION FOR ANNEXATION

We, the undersigned property owners, having sole interest in the below referenced property hereby request that a portion of our property, as identified below, be annexed into the corporate limits of the City of Brentwood.

Gordon R Hunnicutt, Jr
Printed Name

Gordon R Hunnicutt, Jr
Signature

Dolores T. Hunnicutt
Printed Name

Dolores T. Hunnicutt
Signature

Property address: 9618 Clovercroft Road, Nolensville, TN 37135

Tax map/parcel number: Map 59, Parcel 00202 (a portion of)

STATE OF TENNESSEE

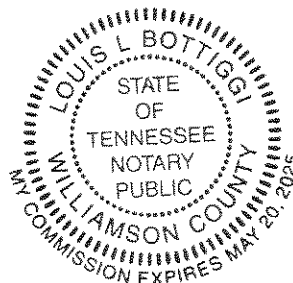
COUNTY OF WILLIAMSON

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

Witness my hand, at office, this 9TH day of MARCH, 2022

[Signature]
Notary Public

My commission expires: MAY 20, 2025

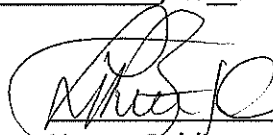


STATE OF TENNESSEE

COUNTY OF WILLIAMSON

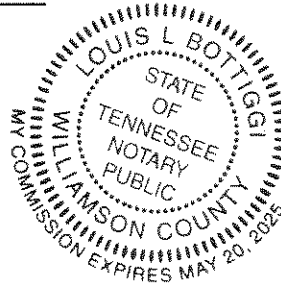
Personally appeared before me, RANDALL HUNNICUTT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

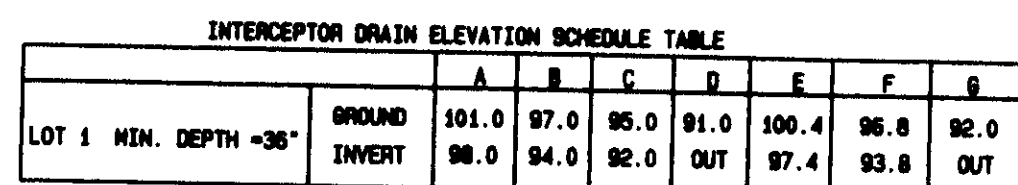
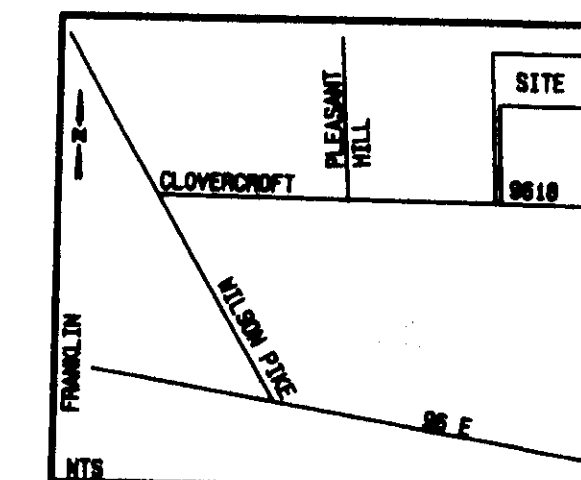
Witness my hand, at office, this 8th day of MARCH, 2022



Notary Public

My commission expires: MAY 20, 2025





CURRENT ZONING: SUBURBAN ESTATE (SE)		
WILLIAMSON COUNTY REGIONAL PLANNING COMMISSION		
STATE OF TENNESSEE		
MINOR SUBDIVISION		
LOT 1		
RANDALL HUNNICUTT PROPERTY		
TOTAL ACRES = 30.04		TOTAL LOTS = 2
MILES NEW ROADS = 0.00		ACRES NEW ROADS = 0.00
PROPERTY OWNER: RANDALL & DOLORIS HUNNICUTT		
PARCEL 2.02 OF TAX MAP 50		DEED BOOK 108, PAGE 127
CIVIL DISTRICT: 16TH		
DATE: 3/22/2004	SCALE: 1" = 100'	CLOSURE: 1/10,000

ARROWHEAD SURVEY
4150 OLD HILLSBORO RD
FRANKLIN, TN 37064
615-599-7347

STATE of TENNESSEE, WILLIAMSON COUNTY
SADIE WADE

D-623

ALL LOTS SHALL CONFORM TO THE FOLLOWING SETBACKS				
All lots have a minimum area of 40,000 sq. ft.				
Lot Size	Setback	Front	Side	Rear
> 40,000 but < 80,000	130'	75'	20'	50'
> 80,000 but < 160,000	160'	75'	25'	50'
> 160,000 but < 320,000	160'	75'	40'	75'
> 320,000 but < 640,000	175'	90'	45'	85'
> 640,000 but < 1,280,000	200'	100'	50'	100'

LEGEND

- IRON PIN FOUND
- IRON PIN SET
- UTILITY POLE
- ▲ WATER METER
- E— ELECTRIC LINE
- X— FENCE LINE
- DRAIN PIPE
- × LIGHT POLE
- T— TELEPHONE LINE

MBS

Sam Donald Community Meeting

Annexation and Rezoning

Thursday, June 30, 2022

Annex Room – City Hall

6:00PM – 7:00PM

Brett Smith, Ragan Smith Associates

Tylor Fischer, Ragan Smith Associates

Rob Pease, CPS Land

21 residents in attendance

John Vitucci – Planning Commission

The construction will begin in late spring or early summer of next year.

There will be 76 lots.

The concept plan is not being voted on as part of the annexation and rezoning.

This property will either be zoned R-2 or OSRD.

The homes will range from \$1 million to \$2 million.

This will not be a gated community.

Meeting Notes:

- The Scales Farmstead community was provided a different version of the plan. This plan was the first concept plan for the development. Since R-2 rezoning is non-binding, the current plan is also subject to change.
- The Scale Farmstead community is concerned about runoff issues on the backside of Underwood Drive. CPS Land and Ragan Smith agreed to take a look at those issues. They assured the residents that Brentwood has strict stormwater regulations that will not allow an increase in runoff from the development.
- The Scales Farmstead community asked the developer not to use the dead end at Spruell Drive as a construction entrance. CPS Land assured them that they would not use that as a construction entrance.
- The residents on Underwood Drive that back up to the Hunicutt property had a concern about the existing tree line being removed. They asked if there was a buffer requirement between subdivisions. The City of Brentwood does not have a buffer requirement for one-acre lots. The trees will be removed based on impact to the development. There is certain caliber inches required for the subdivision.

- The Scales Farmstead community had a concern about the existing wildlife that comes through the Hunicutt property. CPS Land told them that there will be around 40 acres of open space for the new development with wetlands and green space.
- The residents had a concern about the increase of water that could end up in Mill Creek which causes flooding in the Town of Nolensville. Ragan Smith mentioned again that the City of Brentwood has strict stormwater regulations. The development will have several detention ponds that will hold stormwater and be released at a pre-determined rate. The runoff is not allowed to exceed what is already existing for the current undeveloped site.
- The Scales Farmstead community is concerned about the connectivity from the new subdivision into their own. They are concerned that it will create a cut through to Clovercroft and increase travel speeds. They asked if there were any traffic calming measures proposed. Ragan Smith mentioned that there were no traffic calming measures being proposed. The design of the streets in the new subdivision will insure that the travel speeds are not high with several turns that will need to be made before a car can exit onto Sam Donald Road.
- The residents wanted to know if there were any amenities proposed for the subdivision. CPS Land told them that there will be walking trails in the open space, a pavilion around the existing pond, and sidewalks. It will be more of a passive development due to the number of lots.
- The residents wanted to know what was all included in the green space. The green space consists of streams, ponds, wetlands, and detention.
- The residents wanted to know what the length of construction for the project would be. The subdivision will be developed in a couple of phases. The build out will be around 3-4 years.
- The Scales Farmstead community asked if there could be a barricade between the two subdivisions until the last Certificate of Occupancy was issued. CPS Land told them that they couldn't keep the barricade up that long but insured there would be one there until a certain point in the construction process.
- A resident wanted to know how utilities were going to be extend. The utilities will come from Rosebrooke East and will follow along Edmonson Branch. TDEC will have approve the stream buffer for the utilities to be extended.
- The residents wanted to know why there were other properties being annexed as part of the development plan. CPS Land told them that those property owners wanted to be annexed into Brentwood from Williamson County and it also allowed the development to be contiguous to the city limits. In order to be annexed, property owners have to request the annexation.
- The proposed entrance to Sam Donald Road will remain where it is. The piece of property is currently located outside of Brentwood's Urban Growth Boundary (UGB) and will be annexed at a later time.



BRENTWOOD PLANNING AND CODES

Scales / Sam Donald
Community Meeting
Thursday, June 30, 2022

Name	Address	Phone Number	Email
Sonya Scales	1756 Lewisburg Pl Franklin	615-533-1934	sonja@sontoscales.com
Johna Viques	1747 Lubbock Dr	615 484 8936	-
Sam Bilton	1044 Jackson Ln	720 885 1424	-
Mark Pry	1524 Underwood Dr	615-364-6318	birdie3399@gmail.com
Phyllis Sanford	7669 Nol. Rd.	615-390-2763	
Myke Weis	1536 Underwood Dr	303-981-7918	mykeweis@gmail.com
Pat Gilliam	728 Carver Lane Nille	615-707-2987	thegilliams08@comcast.net



BRENTWOOD PLANNING AND CODES

Scales / Sam Donald
Community Meeting
Thursday, June 30, 2022

Name	Address	Phone Number	Email
Shirley McGlen	1532 Madeline Dr.	615 310-9703	shirleymcglen@gmail.com
Joe Ann Briggs	Brentwood TN 37027 9805 Solit Lo Rd	615-776-3776	
Corbie Ischard	4145 Vickery Ave Nashville TN	620-610-8700	
Bill Hooks	1504 Underwood Dr Nashville TN	615-839-4348	hooks.bill@yahoo.com
Jennifer Birk	1044 Lawsum Ln Nashville TN	770-883-2527	
Debra Edwards	9832 Sam Donald Rd	(615) 635-1683	
Charmaine Weiss	1536 Underwood Dr	303 910 4810	Charmaine Weiss@gmail.com
Vicki Van Natta	9816 Sam Donald Road	708-218-1566	candyman35@yahoo.com
Adam Pridle	1200 Spaul Dr Nashville	615-268-8655	

Jeff Dobson
PLANNING AND CODES DIRECTOR

Michael Rinehart
CHIEF BUILDING OFFICIAL



Todd Petrowski
SENIOR CITY PLANNER

Allison Roberts
PLANNER

BRENTWOOD PLANNING AND CODES

PLANNING AND CODES DEPARTMENT MEMORANDUM 2022-011

TO: Honorable Mayor and City Commission Members

THROUGH: Kirk Bednar, City Manager

FROM: M. Todd Petrowski, Interim Planning and Codes Director *mtp*

SUBJECT: **ORDINANCE 2022-06 AN ORDINANCE TO AMEND THE ZONING ORDINANCE, OF THE CODE OF ORDINANCES, TO ESTABLISH A CERTAIN ZONING CLASSIFICATION, SAME BEING THE R-2 (SUBURBAN RESIDENTIAL) FOR CERTAIN PROPERTY LOCATED ON THE NORTH AND SOUTH SIDES OF SAM DONALD ROAD, EAST OF ITS INTERSECTION WITH SPLIT LOG ROAD TO INCLUDE THE ADJOINING PORTIONS OF SAM DONALD ROAD**

DATE: July 7, 2022

At its July 5, 2022, regular meeting, the Planning Commission voted ten for and zero against (10-0) to recommend approval of Ordinance 2022-06 to the Board of Commissioners.

Brentwood City Commission Agenda

Meeting Date: 07/25/2022

Resolution 2022-43 -- Annexation of 184 +/- Acres of Land Located North and South of Sam Donald Road

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Resolution 2022-43 authorizes the annexation of ≈ 184 acres of land located along the north and south sides of Sam Donald Road, approximately 0.20 miles east of its intersection with Split Log Road, including a Plan of Services.

Background

At its regular meeting of March 28, 2022, the Board of Commissioners voted to approve Resolution 2022-20, which called for the scheduling of a public hearing on the proposed Plan of Services (POS) for six properties located along the north and south sides of Sam Donald Road within the City's Urban Growth Boundary (UGB) and abutting the current City limits. The resolution is a result of a request for the voluntary annexation of the properties by the owners into the City. The public hearing for the plan of services before the Board of Commissioners took place on June 13, 2022.

The agenda for the July 25, 2022, meeting will also include second and final reading of Ordinance 2022-06, which proposes to establish the R-2 zoning classification to the areas to be annexed.

The property proposed for annexation is currently zoned MGA-1 by Williamson County. Please refer to the Zoning Exhibit attached below, which details the boundaries of the areas discussed here. The tracts in the City adjacent to the subject property are predominantly zoned OSRD and are already receiving municipal services. The following six properties having a combined area of ≈ 184 acres are included as part of the proposed annexation.

<i>PROPERTY DESCRIPTION -- SCALES ET AL. PROPERTY</i>			
<i>OWNER</i>	<i>ADDRESS</i>	<i>PARCEL #</i>	<i>AREA (AC)</i>
Clark & Tamara Presley	9814 Sam Donald Rd.	056 09402	12.25
James & Sherri Newsom	9813 Sam Donald Rd.	056 09404	15.07
Beth Bradley	9817 Sam Donald Rd.	056 09405	15.12
Beth Bradley O'Connell	9821 Sam Donald Rd.	056 09407	15.13
Randall & Delores Hunnicutt	Clovercroft Rd.	059 00202	23.08

Larry & Eric Scales & Phyllis Sanford	Sam Donald Rd.	059 00204	103.38
TOTAL			184.03 +/-

The tracts can be developed under the existing zoning classification in the County. The MGA-1 district was established in 2013 and assigned to all properties outside municipal boundaries and within the various UGBs around the County. The district standards require a minimum lot area of one acre and a gross density of one dwelling unit per acre, similar to the City's Suburban Residential (R-2) district. However, there are differences in the technical standards related to accessory uses and structure standards. MGA-1 allows the following accessory uses/structure standards:

1. Accessory dwelling units within an existing dwelling unit (interior apartment) or as a separate structure -- converted garage, carriage house or stable;
2. Only one accessory dwelling unit, regardless of the number of principal dwellings located on a single parcel are permitted;
3. Accessory dwellings shall be limited to 750 sq. ft. or 25% of the square footage of the principal structure, whichever is greater. In no case shall the accessory dwelling be more than 75% of the square footage of the principal dwelling; and
4. Interior apartments may be contained within the existing house or attached onto the exterior. They must be constructed so that the exterior appearance of the home is maintained. A second front door is not permitted.

Please note that the County does not regulate the existence or operation of Short Term Rentals in the MGA-1 district. Requirements are that each operator must register with the County and collect the applicable Hotel/Motel taxes, which are charged to the occupant and collected by the property owner.

Sewer service to the property is provided by Metro Water Services, while water service is provided by the Nolensville College Grove Utility District. The project will not impact the City's water/sewer infrastructure.

Under Tennessee law, a written plan of services (POS) for the annexed area is required, detailing the provision of services to residents and property owners in the newly incorporated areas. These services include emergency services (police, fire and emergency communications), street maintenance, water and sewer services, brush pick-up, planning, zoning and codes services, parks and recreation and library services.

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

Staff Recommendation

Staff recommends approval of the attached resolution and plan of services to annex the subject property.

Previous Commission Action

On July 11, 2022, the Board of Commissioners conducted the required public hearing for Ordinance 2022-06. One resident spoke as part of the public hearing. Her concerns are also listed below.

Charmaine Weis -- 1536 Underwood Drive, Nolensville

1. Construction Noise;
2. Construction Traffic, and
3. Preservation of trees (buffer) along the common property line.

Also, on June 13, 2022, the Board of Commissioners voted unanimously five for and zero against (5-0) to recommend approval of Ordinance 2022-06 on first reading.

On June 13, 2022, the Board of Commissioners conducted the required public hearing for the proposed annexation of territory by owner consent and the plan of services for said territory located on the North and South sides of Sam Donald Road within the Urban Growth Boundary. No one spoke either for or against the proposed annexation.

On March 28, 2022, the Board of Commissioners voted to approve Resolution 2022-20, which called for the scheduling public hearing on the proposed annexation, by owner consent, for property located on the north and south sides of Sam Donald Road and directing staff to prepare a Plan of Services.

Fiscal Impact

Attachments

Resolution 2022-43 -- Legals & POS
Vicinity Map -- Scales Et Al Properties
Sketch Plan -- Sam Donald Estates
Survey
Owner Authorizations
Resolution 2022-20 -- Signed

RESOLUTION 2022-43

A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON WRITTEN CONSENT OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF BRENTWOOD, TENNESSEE, SAID TERRITORY BEING LOCATED ON THE NORTH AND SOUTH SIDES OF SAM DONALD ROAD, EAST OF ITS INTERSECTION WITH SPLIT LOG ROAD TO INCLUDE THE ADJOINING PORTIONS OF SAM DONALD ROAD, AND LYING WITHIN THE BRENTWOOD URBAN GROWTH BOUNDARY

WHEREAS, the City of Brentwood, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundary; and

WHEREAS, the owners of the property within the territory proposed for annexation have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this Resolution, describing the territory proposed for annexation, was promptly sent by the City of Brentwood to the last known address listed in the office of the Williamson County Property Assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this Resolution was also published by posting copies of it in at least three (3) public places in the City of Brentwood (it being noted that there are no “public places” in the territory proposed for annexation) and by publishing notice of the Resolution at or about the same time in the “Williamson” section of *The Tennessean*, a newspaper of general circulation in such territory and the City of Brentwood; and

WHEREAS, a Plan of Services for the area proposed for annexation is attached as *Exhibit A* hereto, which Plan of Services addresses the same services and timing of services as required in *Tennessee Code Annotated* § 6-51-102; and

WHEREAS, the proposed annexation and Plan of Services were submitted to the Brentwood Planning Commission for study, and the Planning Commission has recommended approval of the same; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed annexation and the Plan of Services was published in the “Williamson” section of *The Tennessean*, a newspaper of general circulation in the City of Brentwood, not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed Plan of Services was held by the governing body on June 13, 2022.

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

SECTION 1. That the following territory is hereby annexed and incorporated into boundaries of the City of Brentwood, to be effective as of July 25, 2022, to wit:

**CLARK A. PRESLEY AND
TAMARA C. PRESLEY PROPERTY
MAP 056, PARCEL 094.02
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

21-0337

Being a certain tract or parcel of land lying and being in the Sixteenth (16th) Civil District of Williamson County, Tennessee. Being bounded on the north by the Deborah Moskal, Trustee of the Robert H. Adcock Marital Trust property of record in Book 5792, Page 540, Register's Office of Williamson County (R.O.W.C.T.); on the east by the Daniel R. Vasta and Victoria L. Vasta, property of record in Book 7552, Page 3, R.O.W.C.T.; on the south by Sam Donald Road; on the west by the John J. Albright and wife, Margaret C. Albright property of record in Book 1256, Page 429, R.O.W.C.T., and being more particularly described as follows:

Beginning in the north right-of-way of said Sam Donald Road, at the southeast corner of said Albright and the southwest corner of the herein described tract;

Thence, leaving said right-of-way, with the east line of said Albright the following three (3) calls:

1. North 07 degrees 33 minutes 18 seconds East, 278.45 feet to an iron rod (old) no cap;
2. North 05 degrees 57 minutes 23 seconds East, 203.67 feet to a 1/2 inch iron rod (old) no cap;
3. North 06 degrees 26 minutes 01 seconds East, 443.50 feet to a 1/2 inch iron rod (old) at the southwest corner of said Deborah Moskal, Trustee of the Robert H. Adcock Marital Trust property, the northwest corner of the herein described tract;

Thence, leaving the east line of said Albright, with the south line of said Moskal, South 82 degrees 36 minutes 15 seconds East, 579.44 feet to the northwest corner of said Vasta Property, the northeast corner of the herein described tract;

Thence, with the west line of said Vasta, South 11 degrees 54 minutes 37 seconds West, 1100.89 feet to the north right-of-way of said Sam Donald Road, the southeast corner of the herein described tract;

Thence, with the north right-of-way of said Sam Donald Road the following five (5) calls:

1. North 58 degrees 31 minutes 56 seconds West, 74.69 feet;
2. North 59 degrees 55 minutes 10 seconds West, 100.49 feet;
3. North 61 degrees 29 minutes 44 seconds West, 100.99 feet;
4. North 64 degrees 29 minutes 54 seconds West, 101.51 feet;
5. North 67 degrees 31 minutes 41 seconds West, 134.00 feet to the **Point of Beginning** containing 533,659 square feet or **12.25** acres, more or less, according to deeds of record.

Being the same property conveyed to Clark A. Presley and Tamara C. Presley by Warranty Deed of record in Book 1250, Page 463, Register's Office for Williamson County, Tennessee.

**JAMES D. NEWSOM AND
SHERRI L. NEWSOM PROPERTY
MAP 056, PARCEL 094.04
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

21-0337

Being a certain tract or parcel of land lying and being in the Sixteenth (16th) Civil District of Williamson County, Tennessee. Being bounded on the north by Sam Donald Road, on the east by the Beth Bradley property of record in Book 4769, Page 346, Register's Office of Williamson County (R.O.W.C.T.); on the south by the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T.; on the west by Lot 1 as shown on the plan entitled "Anderton Realty Partners Property" of record in Plat Book P34, Page 75, R.O.W.C.T., and being more particularly described as follows:

Beginning in the south right-of-way of said Sam Donald Road, at the northeast corner of said Lot 1, said corner being the northwest corner of herein described tract;

Thence, with the south right-of-way of said Sam Donald Road, the following five (5) calls:

1. South 74 degrees 41 minutes 15 seconds East, 159.25 feet;
2. South 72 degrees 51 minutes 34 seconds East, 73.94 feet;
3. South 72 degrees 15 minutes 45 seconds East, 223.60 feet;
4. South 69 degrees 29 minutes 39 seconds East, 228.79 feet;

5. South 64 degrees 45 minutes 52 seconds East, 98.14 feet to the northwest corner of said Beth Bradley property, the northeast corner of the herein described tract;

Thence, leaving the south right-of-way of said Sam Donald Road, with the west line of said Bradley the following three (3) calls:

1. South 21 degrees 21 minutes 39 seconds West, 480.00 feet;
2. South 37 degrees 34 minutes 59 seconds West, 796.91 feet to the southeast corner of the herein described tract;
3. South 85 degrees 10 minutes 49 seconds West, 123.46 feet to the east line of said Lot 1 as shown on plan entitled "Anderton Realty Partners Property", the southwest corner of the herein described tract;

Thence, with the east line of said Lot 1 the following eight (8) calls:

1. North 04 degrees 49 minutes 11 seconds West, 127.00 feet;
2. North 00 degrees 34 minutes 51 seconds West, 161.34 feet;
3. North 00 degrees 16 minutes 19 seconds East, 360.82 feet;
4. North 03 degrees 01 minutes 59 seconds East, 107.45 feet;
5. North 01 degrees 58 minutes 39 seconds East, 163.43 feet;
6. North 03 degrees 39 minutes 39 seconds East, 116.01 feet;
7. North 06 degrees 29 minutes 41 seconds East, 289.76 feet;
8. North 07 degrees 43 minutes 58 seconds East, 20.06 feet the **Point of Beginning** and containing 656,270 square feet or **15.07** acres, more or less, according to the current deeds of record.

Being the same property conveyed to James D. Newsom and Sherri L. Newsom, husband and wife by Warranty Deed of record in Book 6898, Page 61, Register's Office for Williamson County, Tennessee.

BETH BRADLEY (O'CONNELL) PROPERTY
MAP 056, PARCEL 094.05
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION

21-0337

Being a certain tract or parcel of land lying and being in the Sixteenth (16th) Civil District of Williamson County, Tennessee. Being bounded on the north by Sam Donald Road; on the east by the Beth F. Bradley O'Connell property of record in Book 1827, Page 769, Register's Office of Williamson County (R.O.W.C.T.); on the south by the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T.; on the west by: the James D. Newsom and Sherri L. Newsom property of record in Book 6898, Page 61, R.O.W.C.T., Lot 1 as shown on plan entitled "Errico Estates" of record in Plat Book P52, Page 23, R.O.W.C.T. and Lot 1 as shown on the plan entitled "Anderton Realty Partners

Property” of record in Plat Book P34, Page 75, R.O.W.C.T. and being more particularly described as follows:

Beginning in the south right-of-way of said Sam Donald Road, at the northwest corner of said Beth F. Bradley O’Connell and the northeast corner of the herein described tract;

Thence, leaving the south right-of-way of said Sam Donald Road, with the west line of said Beth F. Bradley O’Connell, South 20 degrees 21 minutes 06 seconds West, 1582.96 feet to a 1/2 inch iron rod (old) no cap in the north line of said Larry Scales, Phyllis Sanford and Eric Scales property, said iron rod being the southeast corner of the herein described tract;

Thence, with the north line of said Scales, etal the following five (5) calls:

1. North 81 degrees 50 minutes 11 seconds West, 28.24 feet to an iron rod (old) with cap stamped RLS #1529;
2. North 76 degrees 52 minutes 38 seconds West, 32.51 feet to a 1/2 inch iron rod (old) no cap;
3. North 81 degrees 48 minutes 30 seconds West, 67.51 feet a 1/2 inch iron rod (old) no cap;
4. North 75 degrees 00 minutes 35 seconds West, 38.30 feet a 1/2 inch iron rod (old) no cap;
5. North 81 degrees 03 minutes 53 seconds West, 295.95 feet a 1/2 inch iron rod (old) no cap at the southeast corner of said Lot 1 as shown on plan entitled “Errico Estates”, the southwest corner of the herein described tract;

Thence, with the east line of said Lot 1 as shown on plan entitled “Errico Estates” and Lot 1 as shown on plan entitled “Anderton Realty Partners Property” the following three (3) calls:

1. North 02 degrees 47 minutes 09 seconds East, 63.50 feet;
2. North 00 degrees 46 minutes 21 seconds West, 228.26 feet;
3. North 04 degrees 49 minutes 11 seconds West, 161.36 feet to the southwest corner of said James D. Newsom and Sherri L. Newsom property;

Thence, with the south and east lines of said Newsom the following three (3) calls:

1. North 85 degrees 10 minutes 49 seconds East, 123.46 feet;
2. North 37 degrees 34 minutes 59 seconds East, 796.91 feet;
3. North 21 degrees 21 minutes 39 seconds East, 480.00 feet to the south right-of-way of said Sam Donald Road;

Thence, with the south right-of-way of said Sam Donald Road the following three (3) calls:

1. South 61 degrees 45 minutes 42 seconds East, 98.99 feet;
2. South 60 degrees 11 minutes 08 seconds East, 99.19 feet;
3. South 58 degrees 47 minutes 53 seconds East, 73.29 feet to the **Point of Beginning**, containing 658,677 square feet or **15.12** acres, more or less, according to the current deeds of record.

Being the same property conveyed to Beth Bradley by Special Warranty Deed of record in Book 4769, Page 346, Register's Office for Williamson County, Tennessee.

**BETH BRADLEY PROPERTY
MAP 056, PARCEL 094.07
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

21-0337

Being a certain tract or parcel of land lying and being in the Sixteenth (16th) Civil District of Williamson County, Tennessee. Being bounded on the north by Sam Donald Road; on the east by the Keith E. Shults and Debra G. Shults property of record in Book 1270, Page 64, Register's Office of Williamson County (R.O.W.C.T.); on the south by the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T. and on the west by the Beth Bradley property of record in Book 4769, Page 346, R.O.W.C.T. and being more particularly described as follows:

Beginning in the south right-of-way of said Sam Donald Road, at the northeast corner of said Beth Bradley property and the northwest corner of the herein described tract;

Thence, with the south right-of-way of said Sam Donald Road the following six (6) calls:

1. South 56 degrees 57 minutes 23 seconds East, 123.87 feet;
2. South 49 degrees 21 minutes 00 seconds East, 195.77 feet;
3. South 40 degrees 46 minutes 59 seconds East, 97.04 feet;
4. South 36 degrees 30 minutes 28 seconds East, 98.34 feet;
5. South 33 degrees 52 minutes 00 seconds East, 98.56 feet;
6. South 30 degrees 36 minutes 24 seconds East, 50.82 feet to the northwest corner of said Keith E. Shults and Debra G. Shults property, the northeast corner of the herein described tract;

Thence, leaving said right-of-way line of Sam Donald Road with the west line of Shults, South 33 degrees 53 minutes 23 seconds West, 1269.43 feet to a 1/2

inch iron rod (old) no cap in the north line of said Larry Scales, Phyllis Sanford and Eric Scales, said iron rod being the southeast corner of the herein described tract;

Thence, with the north line of said Scales, et al the following two (2) calls:

1. North 86 degrees 22 minutes 11 seconds West, 18.59 feet to a 1/2 inch iron rod (old) no cap;
2. North 81 degrees 31 minutes 15 seconds West, 282.29 feet to a 1/2 inch iron rod (old) no cap at the southeast corner of said Beth Bradley property, the southwest corner of the herein described tract;

Thence, with the east line of said Bradley, North 20 degrees 21 minutes 06 seconds East, 1582.96 feet to the **Point of Beginning**, containing 659,103 square feet or **15.13** acres, more or less, according to the current deeds of record.

Being the same property conveyed to Beth F. Bradley O'Connell by Special Warranty Deed of record in Book 4769, Page 346, Register's Office for Williamson County, Tennessee.

**GORDON R. HUNNICUTT, JR AND WIFE,
DOLORES THIEMAN HUNNICUTT PROPERTY
PORTION OF MAP 059, PARCEL 002.02
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

Being a certain tract of land lying in the Seventeenth Civil District of Williamson County, Tennessee. Being Lot 1 and a portion of an "Unbuildable Lot at this time" as labeled on the plat entitled, Hunnicutt Randall Subdivision of record in Plat Book P37, Page 148, R.O.W.C.T. Said tract is located south of Sam Donald Road and being more particularly described, by metes and bounds, as follows:

Commencing at an iron rod (new) with a cap stamped Ragan Smith & Associates in the southerly right-of-way of Sam Donald Road at the northeasterly corner of the Keith E. Shults and Debra G. Shults property of record in Book 1270, Page 64, Register's Office for Williamson County, Tennessee (R.O.W.C.T.) and being the most northerly corner of the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T.;

Thence, leaving said right-of-way with the common line of said Shults property and said Larry Scales, Phyllis Sanford and Eric Scales property the following two (2) calls:

- 1) South 09 degrees 25 minutes 00 seconds West, 11.76 feet to a 1/2" iron rod (old);
- 2) South 05 degrees 47 minutes 10 seconds West, 510.64 feet to a 1/2" iron rod (old) in a woven wire fence;

Thence, crossing said Larry Scales, Phyllis Sanford and Eric Scales property, South 05 degrees 47 minutes 10 seconds West, 1,190.20 feet to a point in the north line of an "Unbuildable Lot," as shown on the plat entitled, Hunnicutt Randall Subdivision, of record in Plat Book P37, Page 148, R.O.W.C.T. and being the **Point of Beginning**;

Thence, crossing said Unbuildable Lot, South 05 degrees 47 minutes 10 seconds West, 738.52 feet to the north line of Open Space F as shown on plat entitled, Scales Farmstead, Phase One, of record in Plat Book P65, Page 77, R.O.W.C.T.;

Thence, with said north line of Open Space F, the north line of Open Space N and the north terminus of Spruell Drive (50 foot right-of-way width) as shown on plat entitled, Scales Farmstead, Phase Two, of record in Plat Book P70, Page 34, R.O.W.C.T., North 82 degrees 42 minutes 54 seconds West, 403.52 feet to a 8" Cedar;

Thence, continuing with said north terminus of Spruell Drive and the north line of Open Space A as shown on said plat entitled, Scales Farmstead, Phase Two, North 82 degrees 38 minutes 43 seconds West, 213.40 feet to a 40" Walnut at the northeast corner of the Steven B. Lucks and wife, Julia C. Lucks property of record in Book 664, Page 997, R.O.W.C.T.;

Thence, with the north line of said Lucks property and the north line of the Gordon R. Hunnicutt, Jr. and Dolores Theiman Hunnicutt property of record in Book 796, Page 30, R.O.W.C.T., North 84 degrees 24 minutes 37 seconds West, 667.50 feet to an iron rod (old) with cap stamped "RLS 1869" at a southeast corner of said Scales, Sanford and Scales property;

Thence, leaving the north line of Hunnicutt with the common lines of said Scales, Sanford and Scales property and Lot 1 and an "Unbuildable Lot" on said plat entitled, Randall Hunnicutt Property, the following eight (8) calls:

- 1) North 06 degrees 13 minutes 38 seconds East, 751.56 feet to 18" Maple;
- 2) South 81 degrees 35 minutes 43 seconds East, 449.69 feet to an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 3) South 83 degrees 53 minutes 37 seconds East, 311.63 feet to a 20" Hackberry;
- 4) South 84 degrees 51 minutes 04 seconds East, 102.64 feet to a 1/2 inch iron rod (old) with no cap at the common corner of Lot 1 and an "Unbuildable Lot" on said plat entitled, Randall Hunnicutt Property;
- 5) South 85 degrees 30 minutes 46 seconds East, 122.48 feet to a 14" Hackberry;

- 6) South 82 degrees 11 minutes 40 seconds East, 170.92 feet an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 7) South 84 degrees 35 minutes 26 seconds East, 169.95 feet to a 12" Hackberry;
- 8) South 82 degrees 42 minutes 25 seconds East, 39.42 feet to the **Point of Beginning** and containing 1,005,149 square feet or **23.08** acres, more or less.

Being a portion of the same property conveyed to Gordon R. Hunnicutt, Jr. and wife, Dolores T. Hunnicutt by Quitclaim Deed from Steven L. Bagsby and wife, Erin E. Bagsby of record in Book 4168, Page 754, Register's Office for Williamson County, Tennessee.

Also being a portion of the same property conveyed to Gordon R. Hunnicutt, Jr. and wife, Dolores Thieman Hunnicutt by Quitclaim Deed from Arleen Hunnicutt Hicks, et al of record in Book 3165, Page 273, Register's Office for Williamson County, Tennessee.

**LARRY SCALES, PHYLLIS SANFORD
AND ERIC SCALES PROPERTY
MAP 059, PARCEL 002.04
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

Being a certain tract of land lying in the Seventeenth Civil District of Williamson County, Tennessee. Said tract is located south of Sam Donald Road and being more particularly described, by metes and bounds, as follows:

Commencing at an iron rod (new) with a cap stamped Ragan Smith & Associates in the southerly right-of-way of Sam Donald Road at the northeasterly corner of the Keith E. Shults and Debra G. Shults property of record in Book 1270, Page 64, Register's Office for Williamson County, Tennessee (R.O.W.C.T.) and being the most northerly corner of the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T.;

Thence, leaving said right-of-way with the common line of said Shults property and said Larry Scales, Phyllis Sanford and Eric Scales property, South 05 degrees 47 minutes 10 seconds West, 510.64 feet to a 1/2" iron rod (old) in a woven wire fence and being the **Point of Beginning**;

Thence, crossing said Larry Scales, Phyllis Sanford and Eric Scales property, South 05 degrees 47 minutes 10 seconds West, 1,190.20 feet to a point in the northerly line of an "Unbuildable Lot at this Time," as labeled on the plat entitled, Hunnicutt Randall Subdivision, of record in Plat Book P37, Page 148, R.O.W.C.T.;

Thence, with the northerly line of said "Unbuildable Lot" of said subdivision, and generally along a woven wire fence, for the next four (4) calls:

- 1) North 82 degrees 42 minutes 25 seconds West, 39.42 feet an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 2) North 84 degrees 35 minutes 26 seconds West, 169.95 feet to an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 3) North 82 degrees 11 minutes 40 seconds West, 170.92 feet to a 14" Hackberry tree;
- 4) North 85 degrees 30 minutes 46 seconds West, 122.48 feet to a 1/2" iron rod (old) with no cap at the northeasterly corner of Lot 1 of said subdivision.

Thence, with the northerly and westerly line of Lot 1 of said subdivision, and generally along the woven wire fence, for the next four (4) calls:

- 1) North 84 degrees 51 minutes 04 seconds West, 102.64 feet to a 20" Hackberry tree;
- 2) North 83 degrees 53 minutes 37 seconds West, 311.63 feet to an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 3) North 81 degrees 35 minutes 43 seconds West, 449.69 feet to an 18" Maple tree;
- 4) South 06 degrees 13 minutes 38 seconds West, 751.56 feet to an iron rod (old) with a cap stamped RLS#1869 in the northerly line of the Gordon R. Hunnicutt, Jr and Dolores Theiman Hunnicutt property of record in Book 796, Page 30, R.O.W.C.T.;

Thence, with said northerly line and the northerly line of the Kenneth G. Gaidos and Susan H. Gaidos property of record in Book 1379, Page 480, R.O.W.C.T., North 83 degrees 07 minutes 08 seconds West, 1678.82 feet to a wood fence post in the southeasterly corner of Oliver H. Rutherford, Jr., of record in Book 4456, Page 876, R.O.W.C.T.;

Thence, leaving said Gaidos property with the easterly line of said Rutherford property, generally along the woven wire fence, North 01 degrees 31 minutes 23 seconds East, 1262.32 feet to an iron rod (new) with a cap stamped Ragan Smith & Associates;

Thence, continuing with said Rutherford, North 31 degrees 01 minutes 37 seconds East, 46.20 feet to an iron rod (old) with a cap stamped RLS Byrd in the southerly line of Lot Three on the plat entitled, Anderton Realty Partners Subdivision, of record in Plat Book P34, Page 73, R.O.W.C.T.;

Thence, with said southerly line of Lot Three and with the southerly line of Lot Two as shown on plat entitled Anderton Realty Partners Subdivision of record in Plat Book P34, Page 74, R.O.W.C.T., for the next two (2) calls:

- 1) South 82 degrees 04 minutes 09 seconds East, 327.78 feet to a 30" Oak tree;
- 2) North 58 degrees 13 minutes 52 seconds East, 304.36 feet to an iron rod (old) with a cap stamped RLS#1127 at the southwesterly corner of Lot 2 as shown on the plat entitled, Errico Estates Subdivision, of record in Plat Book P52, Page 23, R.O.W.C.T.;

Thence, with said Lot 2 and Lot 1 of said subdivision, for the next three (3) calls:

- 1) North 58 degrees 16 minutes 35 seconds East, 224.78 feet to a wood fence post;
- 2) North 61 degrees 42 minutes 06 seconds East, 543.95 feet to a 20" Cedar tree;
- 3) South 86 degrees 44 minutes 29 seconds East, 163.86 feet to a 1/2" iron rod (old) with no cap, at the southwesterly corner of the Beth Bradley property of record in Book 4769, Page 346, R.O.W.C.T.;

Thence, with said Bradley, along the woven wire fence, for the next five (5) calls:

- 1) South 81 degrees 03 minutes 53 seconds East, 295.95 feet to a 1/2" iron rod (old) with no cap;
- 2) South 75 degrees 00 minutes 35 seconds East, 38.30 feet to a 1/2" iron rod (old) with no cap;
- 3) South 81 degrees 48 minutes 30 seconds East, 67.51 feet to a 1/2" iron rod (old) with no cap;
- 4) South 76 degrees 52 minutes 38 seconds East, 32.51 feet to an iron rod (old) with a cap stamped RLS#1529;
- 5) South 81 degrees 50 minutes 11 seconds East, 28.24 feet to a 1/2" iron rod (old) with no cap at the southwesterly corner of the Beth Bradley O'Connell property of record in Book 1827, Page 769, R.O.W.C.T.;

Thence, with said O'Connell property, for the next two (2) calls:

- 1) South 81 degrees 31 minutes 15 seconds East, 282.29 feet to a 1/2" iron rod (old) with no cap;
- 2) South 86 degrees 22 minutes 11 seconds East, 18.59 feet to a 1/2" iron rod (old) with no cap at the Southwesterly corner of said Shults property;

Thence, with the south line of Shults, South 84 degrees 14 minutes 56 seconds East, 936.50 feet to the **Point of Beginning** and containing 4,503,357 square feet or **103.38** acres, more or less.

Being a portion of the same property conveyed to Larry Scales, Phyllis Sanford and Eric Scales by quitclaim deed from Phyllis Sanford, Rayford Scales, Larry Scales and Eric Scales of record in Book 7168, Page 844, Register's Office for Williamson County, Tennessee.

The area to be annexed shall include a portion of the right-of-way of Sam Donald Road extending from the northwest corner of property identified by the Williamson County Property Assessor as Map 056 Parcel 09404 to the northeast corner of property identified by the Williamson County Property Assessor as Map 056 Parcel 09405.

SECTION 2. That the Plan of Services for this territory which is attached as *Exhibit A* hereto is approved and the same is hereby adopted.

SECTION 3. That the City Recorder will cause a copy of this Resolution to be forwarded to the Mayor of Williamson County including the Plan of Services.

SECTION 4. That a copy of this Resolution shall be recorded with the Williamson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Williamson County Assessor of Property.

SECTION 5. That a copy of this Resolution, as well as the portion of the Plan of Services related to emergency services and a detailed map of the annexed area, shall be filed with the Brentwood Emergency Communication District.

SECTION 6. 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

EXHIBIT "A"
RESOLUTION 2022-43
VOLUNTARY ANNEXATION
PROPOSED PLAN OF SERVICES
SCALES ET AL. PROPERTIES ANNEXATION
MAP 056 PARCEL 09402, MAP 056 PARCEL 09404, MAP 056 PARCEL 09405, MAP 056
PARCEL 09407, A PORTION OF MAP 059 PARCEL 00202 AND MAP 059 PARCEL 00204

Background

The area to be annexed is located on the north and south sides of Sam Donald Road, approximately 0.20 miles east of its intersection with Split Log Road. The property is currently not contiguous to the existing Brentwood City limits. However, the property will become contiguous should the Board of Commissioners vote to approve the proposed Rosebrook East annexation request.

According to the Williamson County Property Assessor, the properties include a combined area of approximately 184 acres. The majority of the Scales tract (059 00204) is located within the Brentwood Urban Growth Boundary (UGB), however, the easterly portion of the property, which includes 14.40 +/- acres is located outside of the City's UGB in the County Rural Area. Additionally, a portion of the Hunnicutt tract having an area of 6.90 +/- acres also lies outside of the UGB. The easterly boundary of the property is also the westerly boundary of the Town of Nolensville. Cities may annex properties outside of their UGB's, but state law (TCA §6-58-111) requires that the Local Government Planning Advisory Committee approve it OR the City conduct a referendum on any proposed annexation outside the existing UGB.

If approved, staff will request assignment of the Suburban Residential (R-2) zoning district to all six tracts, 184 +/- acres overall.

Police

Regular patrolling, radio responses to calls and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation. Services can be extended to this area. The Brentwood City Hall, located at 5211 Maryland Way is approximately 11.2 miles from the property. The Police Headquarters building, which opened in April 2021, located at 910 Heritage Way and is approximately 9.3 miles from the subject property. The Safety Center East at 1300 Sunset Road is located approximately 3.6, miles from the subject property.

Fire

Fire protection provided by present personnel and equipment of the firefighting force, within the standard limitations of available water and distances from existing fire stations, will be extended to the property on the effective date of annexation. Fire Station No. 4, located at the Safety Center East, is approximately 3.6 miles from the area proposed to be annexed. The property proposed for annexation will be located within the primary response zone for Station No. 5, when it is completed with Station No. 4 providing back-up response as needed.

Fire Station No. 5 will be a state of the art facility, having an area of 10,440 square feet, is currently under construction at 9551 Split Log Road. The station and is expected to open in the

Fall of 2022. The new station is located approximately 2.3 miles from the area proposed for annexation. The station has been designed to serve as a neighborhood facility, housing a single response unit and one crew.

All stations are staffed with full-time firefighters that provide 24 hour/seven days per week fire protection.

Currently, the area to be annexed is served by the Nolensville Fire and Rescue Department, located at 7347 Nolensville Road, and approximately 4.3 miles from the subject property. Note that Nolensville employs a full-time Fire Chief and nine full-time firefighters, supplemented by part-time and volunteer firefighters. A new Fire Station is in the planning stages, which will be located at 7231 Haley Industrial Boulevard, on the north side of Town. The existing station on Nolensville Road will be converted by Williamson County to an ambulance station. Due to improved fire protection offered by the City of Brentwood, the ISO fire insurance rating for the newly constructed residences in the annexed area will be improved.

Emergency Communications

Upon the effective date of the annexation, the property and any existing or future residences will be incorporated into the City's 911 Emergency Communications District and all 911 emergency calls will be routed to the Brentwood emergency dispatch center.

Public Works/ Road Improvements

The property proposed for annexation fronts on Sam Donald Road. This portion of the roadway is not presently within the City, nor within the City's UGB.

The City will work with Williamson County to establish a routine road maintenance service plan for that portion of Sam Donald Road that will remain within the County. The future streets constructed within the proposed subdivision will become public streets in accordance with the City's normal development process and will be maintained in the same manner (resurfacing, pot-hole repair, striping, signs, mowing and snow removal) as existing neighborhood streets within the City, following the effective date of annexation. Brush pickup service will be provided to all future residences in accordance with City policy.

The City does not provide refuse collection services. Future residents will have the option to contract with private haulers in a manner consistent with collection inside the city limits.

Planning and Development Oversight

All planning, zoning and development regulations and standards of the City will extend to the annexed area upon the effective date of annexation. Existing personnel will handle oversight and enforcement of existing regulations.

Zoning and Subdivision Plan Approvals in Area

The applicant will be requesting that the properties to be annexed be assigned the Suburban Residential (R-2) zoning classification. The adjacent properties, further north, south and east south of the area proposed for annexation are located in the Town of Nolensville and are zoned Suburban Residential (SR). Existing developed subdivisions in the area include the

Scaled Farmstead Subdivision. As noted above the easterly 21.60 +/- acres of the subject property are zoned by the County as Rural Development - 5 (RD-5) and within the County's Rural Area.

The installation/extension of the underground public utilities within annexed area, as authorized by the Brentwood Planning Commission will be completed by the property owner at his expense under the City's current Subdivision Regulations and construction standards. The final platting of tract(s), infrastructure, security, and future acceptance of public improvements for perpetual maintenance shall be carried out in accordance with applicable codes and ordinances.

Code Enforcement

Using existing personnel, all inspection services now provided by the City (building, plumbing, mechanical, gas, and other municipal codes and ordinances) will begin in the area with permits issued by the City after the effective date of annexation. The enforcement of nuisance related codes such as high weeds and grass, abandoned vehicles, illegal signs, etc. will be handled on a complaint basis beginning on the effective date of annexation.

Parks and Recreation

New residents in the annexed area will enjoy full access to all existing and future recreational facilities, parks, greenways, bikeways, etc., in the City in a manner similar to other City residents. As now occurs with existing property owners in the City, property owners in the annexed area will be required to pay City property taxes, a portion of which is used to support improvements and upkeep to existing parks and recreation facilities. This will eliminate any requirement for new residents to pay non-resident fees to participate in athletic programs in city parks.

Brentwood residents enjoy over 1,100 acres of parkland, including active and passive parks and greenways.

Public Library

New residents in the annexed area will have access to the John P. Holt Brentwood Library, which is conveniently located at 8109 Concord Road. The full-service library is open seven (7) days a week and currently has a collection in excess of 184,000 items and other materials, including audiobooks, DVD's, music CD's, eBooks, eAudiobooks, video streaming, and online resources. (2020). As now occurs with existing property owners in the city limits, existing and future property owners in the annexed area will be required to pay City property taxes, a portion of which is used to support the operation of the Library including expansion of the collections, materials, and programs and for upkeep of the facility. This will eliminate any requirement for new residents to pay non-resident fees to fully use Library services.

Water and Sewer

Water service within the area proposed to be annexed is provided by the Nolensville College Grove Utility District. The easterly portion of the property lies within the Metro Water Services Sewer Basin while the westerly portion lies within the Brentwood Sewer service area.

Coordination with the sewer providers will be necessary. All future residents will be subject to the standard billing and service standards of these utility providers.

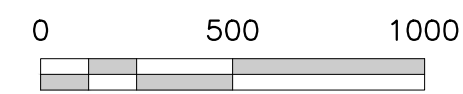
The developer in the annexed area will be responsible for upgrading and extending new sewer/water lines and fire hydrants to serve the property in conformance with the rules and regulations of each utility at the time of construction. Service is currently available in the area and must be extended or upgraded by the developer of the annexed property at their expense from existing gravity sewer lines to serve the new residential development.

Revenues (Taxes and Fees)

When fully developed, the City expects to generate sufficient new revenue to pay for the cost of service delivery. The primary sources will be the property taxes, state shared taxes distributed to the City on a per capita basis and residential building permits.

The annual tax bill for a house and land valued at \$1,000,000 is projected to be approximately \$725.00 based upon the current City tax rate of \$0.29 cents per \$100 of assessed value. Shared taxes received from the State of Tennessee are projected to average \$157.00 per person annually for the 2021/2022 fiscal year (<https://www.mtas.tennessee.edu/reference/state-shared-taxes-and-appropriations-coming-fiscal-year>), while building permits will average approximately \$2,000.00 per new house, based upon fees received during FY 2021/2022.

Additional one-time revenue will be received from the City's Road impact fee (Public Works Project Fees), which is currently established at \$5,860.00 for each new home constructed within the future subdivision.



**SAM DONALD ROAD
LARRY SCALES, PHYLLIS SANFORD
AND ERIC SCALES PROPERTY**

17th CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=500'

Date: FEBRUARY 11, 2022

Approved By: _____ TF

Drawn By: TF

Revisions:

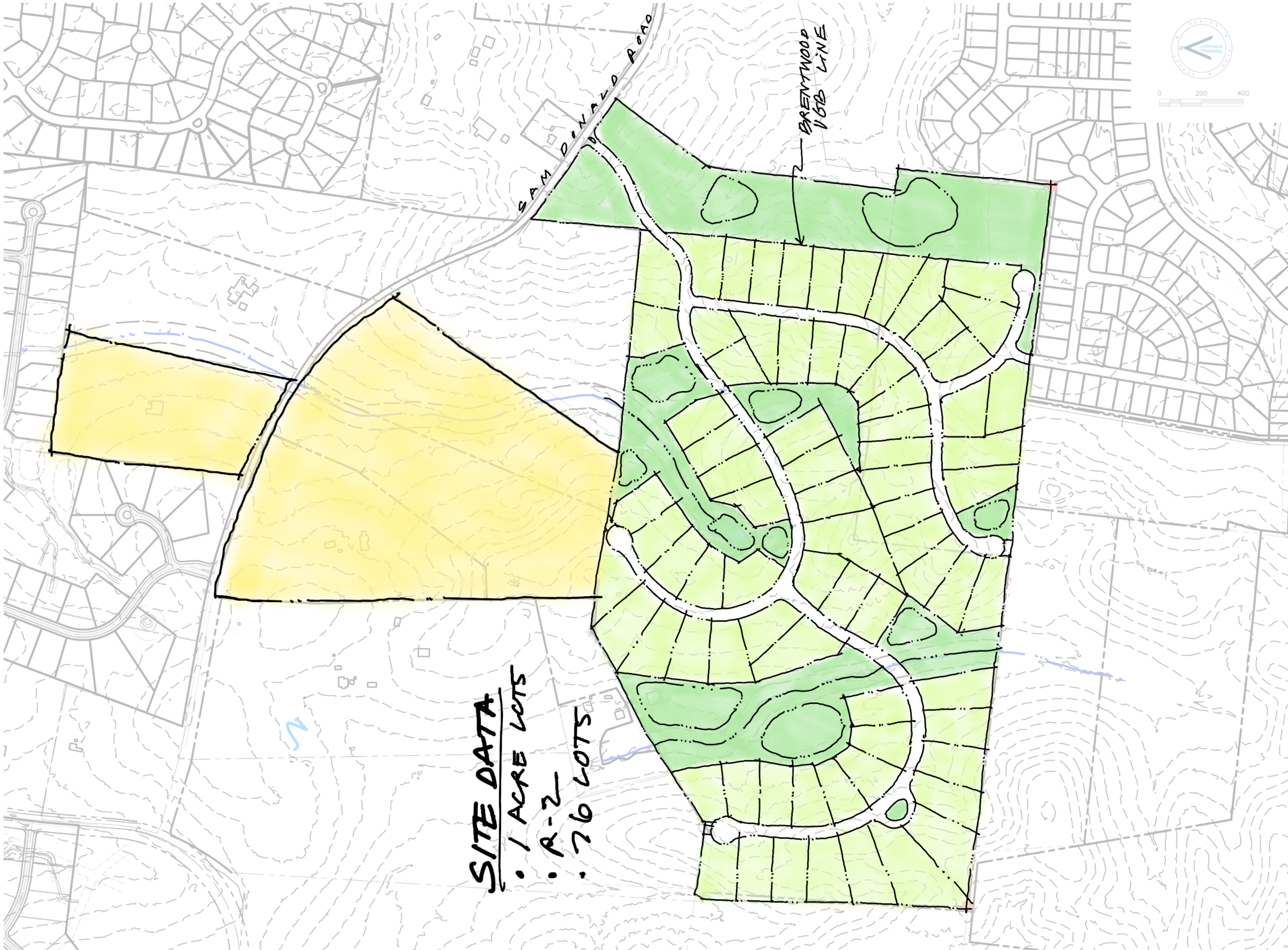
Drawing Title:
EXHIBIT

Drawing No.

VICINITY MAP

Project No.
21-0337

CG-01-03371-SURVEY EXHIBITS 54M DONALD ANNEXATION EXHIBIT VICINITY MAP 21-0337 VICINITY MAP-SAME ORD-SCALES DWG
 1 SET, ISOLATED BY AREA; ONE, 11x17 INCHES, SCALE PM.
 RECD ON: 04/09/2003, 8:46 AM.



Nashville - Murfreesboro - Chattanooga
ragansmith.com

'SAM DONALD ESTATES'

CPS LAND (CPS)

16th CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF BRENTWOOD, TENNESSEE

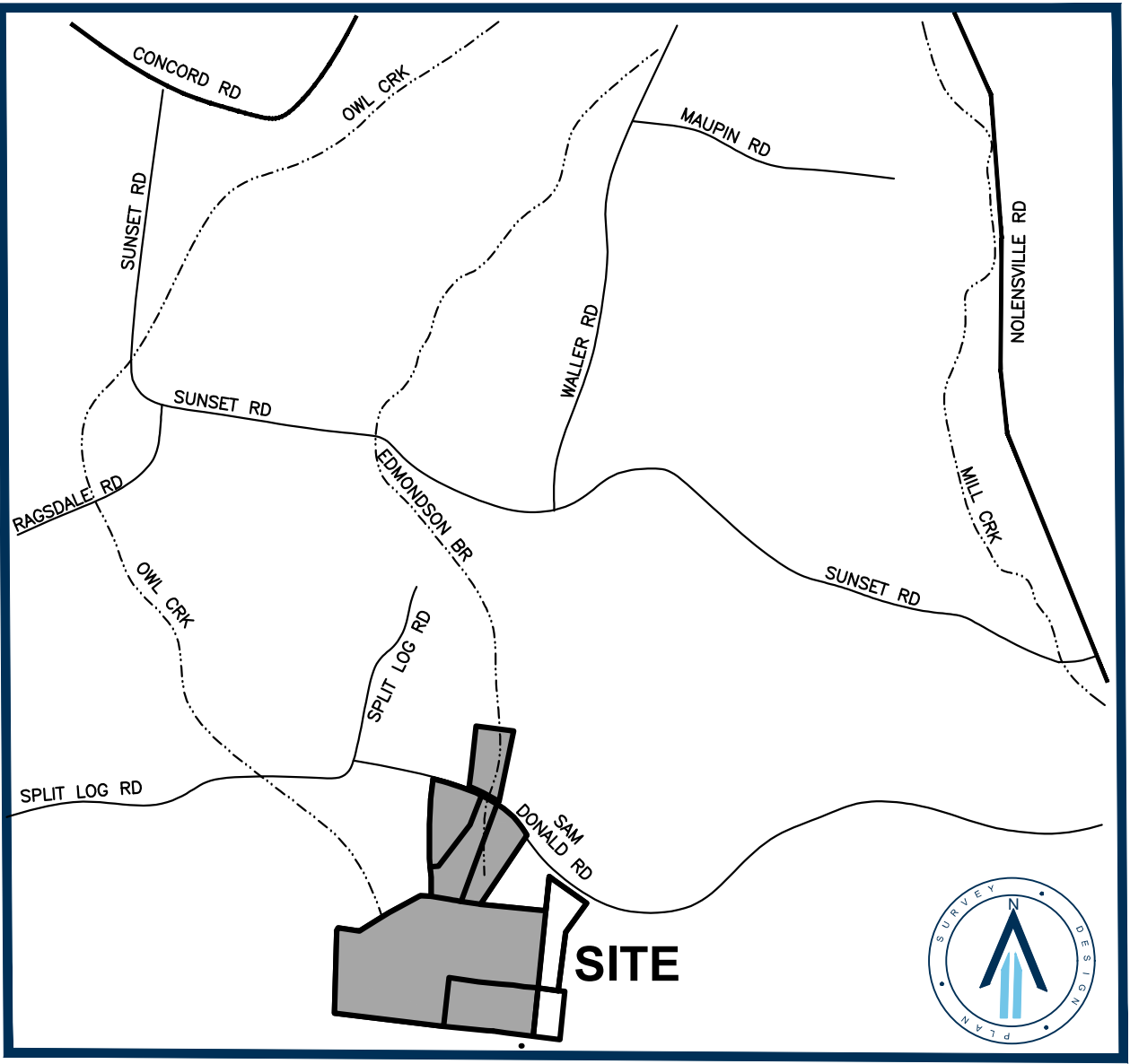
SITE DATA
• 1 ACRE LOTS
• R-2
• 76 LOTS

Scale:	1"=200'
Date:	JANUARY 12, 2022
Approved By:	TF
Drawn By:	TF
Revisions:	

Drawing Title:
EXHIBIT

Drawing No.
BASEMAP

Project No.



GENERAL NOTES

1. THE PURPOSE OF THIS EXHIBIT IS TO SHOW PROPERTY TO BE ANNEXED TO THE CITY OF BRENTWOOD.

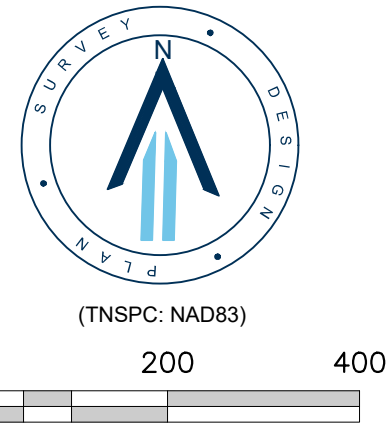
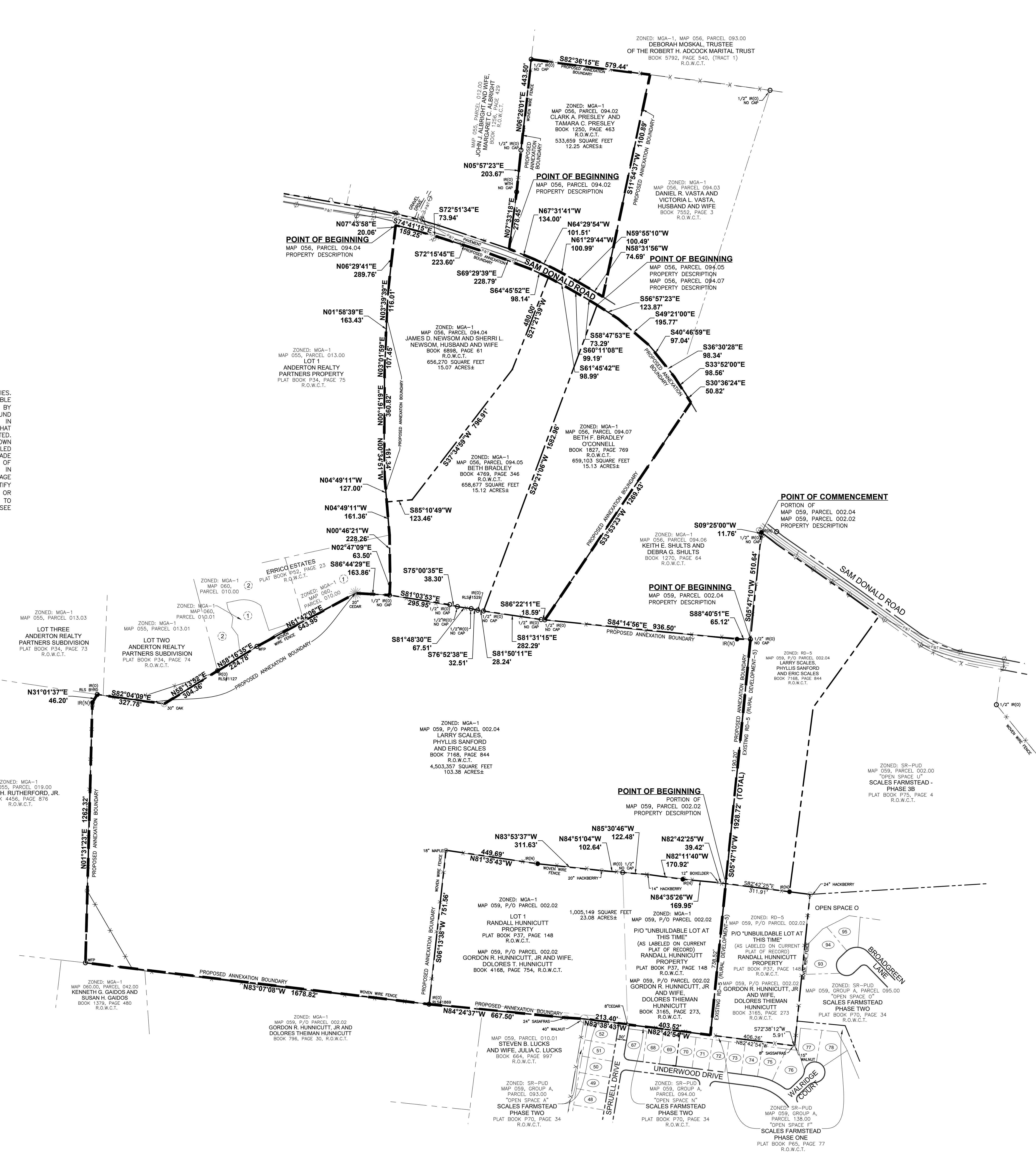
2. THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7.

UTILITY NOTE

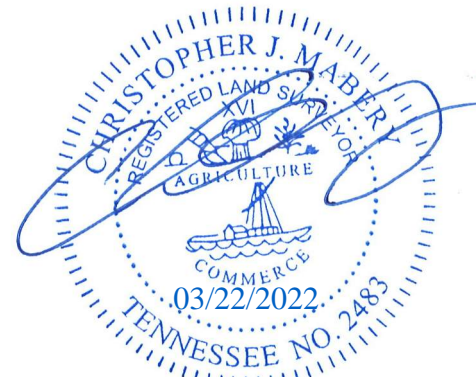
THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.



- LEGEND**
- (R(N)) IRON ROD (NEW)
0.5" x 16" W/ CAP STAMPED
(WAGON SMITH & ASSOCIATES)
 - (R(O)) IRON ROD (OLD)
 - UTILITY POLE
 - P&T- OVERHEAD POWER AND
TELEPHONE LINES
 - UTILITY POLE W/ ANCHOR
 - X-X- FENCE
 - CMP- CORRUGATED METAL PIPE
 - MGA-1 MUNICIPAL GROWTH AREA DISTRICT 1
 - RD-5 RURAL DEVELOPMENT-5
 - SR-PUD SUBURBAN RESIDENTIAL/OVERLAY PLANNED DEVELOPMENT
 - R.O.W.C.T. REGISTER'S OFFICE FOR
WILLIAMSON COUNTY, TENNESSEE



Nashville - Murfreesboro - Chattanooga
ragansmith.com



SAM DONALD ROAD PROPERTIES MAP 56 - PARCELS 94.02, 94.04, 94.05, 94.07 AND MAP 59 P/O PARCEL 2.02 & 2.04

16th and 17th CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=200'

Date: February 16, 2022

Approved By: CJM

Revisions: SLL

1 3/2/2022: Revised per staff comments.

2 3/9/2022: Added Hunnicutt Tract.

3 3/22/2022: Revised per staff comments.

Drawing Title:
**ANNEXATION
EXHIBIT**

Drawing No.
1 of 1

Project No.
22-0058

February 11, 2022

James D. Newsom
9813 Sam Donald Road
Nolensville, TN 37135

Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

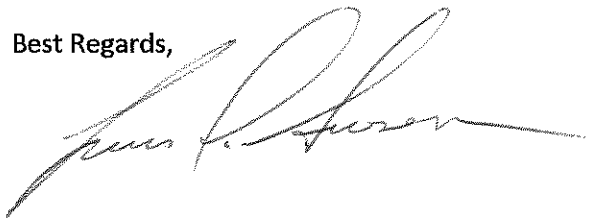
Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates, Inc., Sam Donald Investment Partners, and representatives to submit the **Annexation Request** for the property located at "9813 Sam Donald Road, Nolensville TN 37135" Map 56 - Parcel 94.04 on my behalf.

Thank you for your consideration of our request.

Best Regards,

A handwritten signature in black ink, appearing to read "James D. Newsom", written over a horizontal line.

February 11, 2022

Beth Bradley O'Connell
914 Sam Auburn LN
Brentwood, TN 37027

Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates, Inc., Sam Donald Investment Partners, and representatives to submit the **Annexation Request** for the property located at "9817 & 9821 Sam Donald Road, Nolensville TN 37135" Map 56 - Parcel 94.05 & 94.07, on our behalf.

Thank you for your consideration of our request.

Best Regards,

Beth Bradley O'Connell

February 10, 2022

Clark Presley
Tamara Presley
2503 White Ave
Nashville, TN 37204

Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

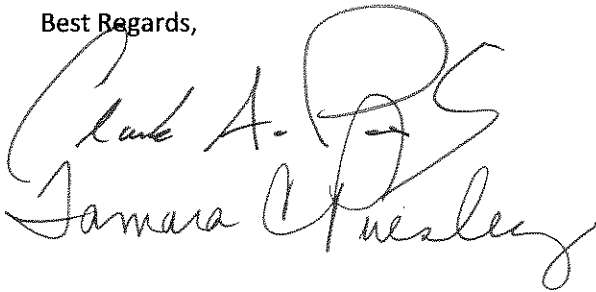
Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates, Inc., Sam Donald Investment Partners, and representatives to submit the **Annexation Request** for the property located at "9814 Sam Donald Road, Nolensville TN 37135", on our behalf.

Thank you for your consideration of our request.

Best Regards,

Handwritten signatures of Clark A. Presley and Tamara Presley. The signature of Clark A. Presley is written in a cursive style, with the first name 'Clark' and the last name 'Presley' clearly visible. The signature of Tamara Presley is written below it, also in a cursive style, with the first name 'Tamara' and the last name 'Presley' clearly visible.

February 7, 2022

Eric Scales
1756 Lewisburg Pike
Franklin, TN 37064

Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates, Inc., Sam Donald Investment Partners, and representatives to submit the **Annexation Request** for the property located at "Sam Donald Road, Nolensville TN 37135" Map 59 - Parcel 2.04, on our behalf.

Thank you for your consideration of our request.

Best Regards,

A handwritten signature in black ink, appearing to read "Eric Scales", written in a cursive style.

February 7, 2022

Larry Scales
1436 Irl Scott Road
Auburn, Ky 42206

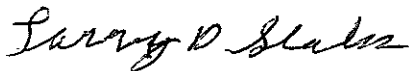
Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates, Inc., Sam Donald Investment Partners, and representatives to submit the **Annexation Request** for the property located at "Sam Donald Road, Nolensville TN 37135" Map 59 - Parcel 2.04, on our behalf.

Thank you for your consideration of our request.

Best Regards, 

February 7, 2022

Phyllis Sanford
P.O. Box 193
Nolensville Tn, 37135

Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, Tn 37027

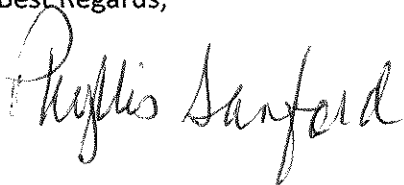
Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates Inc., Sam Donald Investment Partners, and representatives to submit the **Annexation Request** for the property located at "Sam Donald Road, Nolensville TN 37135 Map 59 – Parcel 2.04 on our behalf.

Thank you for you consideration of our request.

Best Regards,

A handwritten signature in cursive script that reads "Phyllis Sanford". The signature is written in dark ink and is positioned below the typed name "Phyllis Sanford".

PETITION FOR ANNEXATION

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

Phyllis Sanford
Printed Name

Phyllis Sanford
Signature

Larry Scales
Printed Name

Larry O. Scales
Signature

Eric Scales
Printed Name

Eric Scales
Signature

Property address: Sam Donald Road, Nolensville TN, 37135

Tax map/parcel number: Map 59, Parcel 2.04

STATE OF TENNESSEE

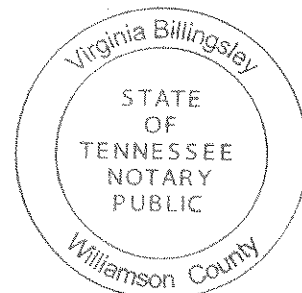
COUNTY OF Williamson

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

Witness my hand, at office, this 9 day of February, 2022

Virginia Billingsley
Notary Public

My commission expires: 10/25/2022



Gordon R Hunnicutt, Jr
Dolores T Hunnicutt
9618 Clovercroft Road
Nolensville, TN 37135

March 8, 2022

Jeff Dobson
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

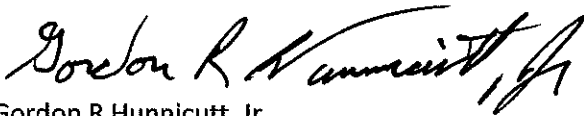
Subject: Authorization for Annexation

Mr. Dobson,

Please allow this letter to serve as authorization for Ragan Smith Associates, Inc., Sugar Maple Investment Partners, and representatives to submit the **Annexation Request** for a portion of the property located at "9816 Clovercroft Road, Nolensville TN 37135" Map 59 - Parcel 00202 on my behalf.

Thank you for your consideration of our request.

Best Regards,



Gordon R Hunnicutt, Jr



Dolores T Hunnicutt

PETITION FOR ANNEXATION

We, the undersigned property owners, having sole interest in the below referenced property hereby request that a portion of our property, as identified below, be annexed into the corporate limits of the City of Brentwood.

Gordon R Hunnicutt, Jr
Printed Name

Gordon R Hunnicutt, Jr
Signature

Dolores T. Hunnicutt
Printed Name

Dolores T. Hunnicutt
Signature

Property address: 9618 Clovercroft Road, Nolensville, TN 37135

Tax map/parcel number: Map 59, Parcel 00202 (a portion of)

STATE OF TENNESSEE

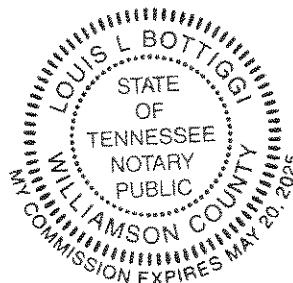
COUNTY OF WILLIAMSON

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

Witness my hand, at office, this 9TH day of MARCH, 2022

[Signature]
Notary Public

My commission expires: MAY 20, 2025

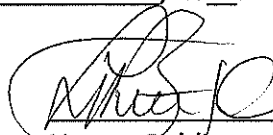


STATE OF TENNESSEE

COUNTY OF WILLIAMSON

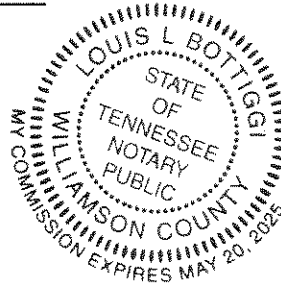
Personally appeared before me, RANDALL HUNNICUTT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand, at office, this 8th day of MARCH, 2022



Notary Public

My commission expires: MAY 20, 2025



RESOLUTION 2022-20

A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF TERRITORY INTO THE CITY OF BRENTWOOD BY OWNER CONSENT AND THE PLAN OF SERVICES FOR SAID TERRITORY, LOCATED ON THE NORTH AND SOUTH SIDES OF SAM DONALD ROAD WITHIN THE URBAN GROWTH BOUNDARY

WHEREAS, the City of Brentwood, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory the majority of which is located within its urban growth boundaries by owner consent; and

WHEREAS, the subject properties include a total of 184.00 +/- acres; and

WHEREAS, the Board of Commissioners desires to conduct a public hearing on the proposed annexation and plan of services.

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

SECTION 1. That a public hearing is hereby scheduled for 7:00 p.m. on May 9, 2022 at the Brentwood City Hall, located at 5211 Maryland Way, on the proposed annexation by owner consent of the territory described within Exhibit A, and the proposed Plan of Services for said territory, as shown in Exhibit B, both of which are attached hereto and made a part of this resolution by reference.

SECTION 2. That a copy of this Resolution, describing the territory proposed for annexation by owner consent, along with the Plan of Services, shall be promptly sent to the last known address listed in the office of the Williamson County property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation.

SECTION 3. That a copy of this Resolution shall also be published by posting copies of it in at least three (3) public places in the City of Brentwood (it being noted that there are no "public places" in the territory proposed for annexation) and by publishing the notice of the Resolution at or about the same time in the "Williamson" section of *The Tennessean*, a newspaper of general circulation in such territory and the City of Brentwood.

SECTION 4. That notice of the time, place and purpose of a public hearing on the proposed annexation by owner consent and the Plan of Services shall be published in the "Williamson" section of *The Tennessean*, a newspaper of general circulation in the City of Brentwood, not less than fifteen (15) days before the hearing, which notice shall include the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing.

SECTION 5. That written notice of the proposed annexation shall be sent to Williamson County Schools as soon as possible, but in no event less than thirty (30) days before the public hearing.

SECTION 6. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

DocuSigned by:

Rhea E. Little, III

CFC5F126234B427...

MAYOR

Rhea E. Little, III

ADOPTED: 03/28/2022

Approved as to form:

DocuSigned by:

Holly Earls

D34408386C664D0...

RECORDER

Holly Earls

DocuSigned by:

Kristen L. Corn

2D82EC2185AB45C...

CITY ATTORNEY

Kristen L. Corn

EXHIBIT A
RESOLUTION 2022-20
LANDS LYING WITHIN WILLIAMSON COUNTY, TENNESSEE
SAM DONALD ROAD
ANNEXATION DESCRIPTIONS

**CLARK A. PRESLEY AND
TAMARA C. PRESLEY PROPERTY
MAP 056, PARCEL 094.02
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

21-0337

Being a certain tract or parcel of land lying and being in the Sixteenth (16th) Civil District of Williamson County, Tennessee. Being bounded on the north by the Deborah Moskal, Trustee of the Robert H. Adcock Marital Trust property of record in Book 5792, Page 540, Register's Office of Williamson County (R.O.W.C.T.); on the east by the Daniel R. Vasta and Victoria L. Vasta, property of record in Book 7552, Page 3, R.O.W.C.T.; on the south by Sam Donald Road; on the west by the John J. Albright and wife, Margaret C. Albright property of record in Book 1256, Page 429, R.O.W.C.T., and being more particularly described as follows:

Beginning in the north right-of-way of said Sam Donald Road, at the southeast corner of said Albright and the southwest corner of the herein described tract;

Thence, leaving said right-of-way, with the east line of said Albright the following three (3) calls:

1. North 07 degrees 33 minutes 18 seconds East, 278.45 feet to an iron rod (old) no cap;
2. North 05 degrees 57 minutes 23 seconds East, 203.67 feet to a 1/2 inch iron rod (old) no cap;
3. North 06 degrees 26 minutes 01 seconds East, 443.50 feet to a 1/2 inch iron rod (old) at the southwest corner of said Deborah Moskal, Trustee of the Robert H. Adcock Marital Trust property, the northwest corner of the herein described tract;

Thence, leaving the east line of said Albright, with the south line of said Moskal, South 82 degrees 36 minutes 15 seconds East, 579.44 feet to the northwest corner of said Vasta Property, the northeast corner of the herein described tract;

Thence, with the west line of said Vasta, South 11 degrees 54 minutes 37 seconds West, 1100.89 feet to the north right-of-way of said Sam Donald Road, the southeast corner of the herein described tract;

Thence, with the north right-of-way of said Sam Donald Road the following five (5) calls:

1. North 58 degrees 31 minutes 56 seconds West, 74.69 feet;
2. North 59 degrees 55 minutes 10 seconds West, 100.49 feet;
3. North 61 degrees 29 minutes 44 seconds West, 100.99 feet;
4. North 64 degrees 29 minutes 54 seconds West, 101.51 feet;
5. North 67 degrees 31 minutes 41 seconds West, 134.00 feet to the **Point of Beginning** containing 533,659 square feet or **12.25** acres, more or less, according to deeds of record.

Being the same property conveyed to Clark A. Presley and Tamara C. Presley by Warranty Deed of record in Book 1250, Page 463, Register's Office for Williamson County, Tennessee.

**JAMES D. NEWSOM AND
SHERRI L. NEWSOM PROPERTY
MAP 056, PARCEL 094.04
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

21-0337

Being a certain tract or parcel of land lying and being in the Sixteenth (16th) Civil District of Williamson County, Tennessee. Being bounded on the north by Sam Donald Road, on the east by the Beth Bradley property of record in Book 4769, Page 346, Register's Office of Williamson County (R.O.W.C.T.); on the south by the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T.; on the west by Lot 1 as shown on the plan entitled "Anderton Realty Partners Property" of record in Plat Book P34, Page 75, R.O.W.C.T., and being more particularly described as follows:

Beginning in the south right-of-way of said Sam Donald Road, at the northeast corner of said Lot 1, said corner being the northwest corner of herein described tract;

Thence, with the south right-of-way of said Sam Donald Road, the following five (5) calls:

1. South 74 degrees 41 minutes 15 seconds East, 159.25 feet;
2. South 72 degrees 51 minutes 34 seconds East, 73.94 feet;
3. South 72 degrees 15 minutes 45 seconds East, 223.60 feet;
4. South 69 degrees 29 minutes 39 seconds East, 228.79 feet;
5. South 64 degrees 45 minutes 52 seconds East, 98.14 feet to the northwest corner of said Beth Bradley property, the northeast corner of the herein described tract;

Thence, leaving the south right-of-way of said Sam Donald Road, with the west line of said Bradley the following three (3) calls:

1. South 21 degrees 21 minutes 39 seconds West, 480.00 feet;
2. South 37 degrees 34 minutes 59 seconds West, 796.91 feet to the southeast corner of the herein described tract;
3. South 85 degrees 10 minutes 49 seconds West, 123.46 feet to the east line of said Lot 1 as shown on plan entitled "Anderton Realty Partners Property", the southwest corner of the herein described tract;

Thence, with the east line of said Lot 1 the following eight (8) calls:

1. North 04 degrees 49 minutes 11 seconds West, 127.00 feet;
2. North 00 degrees 34 minutes 51 seconds West, 161.34 feet;
3. North 00 degrees 16 minutes 19 seconds East, 360.82 feet;
4. North 03 degrees 01 minutes 59 seconds East, 107.45 feet;
5. North 01 degrees 58 minutes 39 seconds East, 163.43 feet;
6. North 03 degrees 39 minutes 39 seconds East, 116.01 feet;
7. North 06 degrees 29 minutes 41 seconds East, 289.76 feet;
8. North 07 degrees 43 minutes 58 seconds East, 20.06 feet the **Point of Beginning** and containing 656,270 square feet or **15.07** acres, more or less, according to the current deeds of record.

Being the same property conveyed to James D. Newsom and Sherri L. Newsom, husband and wife by Warranty Deed of record in Book 6898, Page 61, Register's Office for Williamson County, Tennessee.

BETH BRADLEY (O'CONNELL) PROPERTY
MAP 056, PARCEL 094.05
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION

21-0337

Being a certain tract or parcel of land lying and being in the Sixteenth (16th) Civil District of Williamson County, Tennessee. Being bounded on the north by Sam Donald Road; on the east by the Beth F. Bradley O'Connell property of record in Book 1827, Page 769, Register's Office of Williamson County (R.O.W.C.T.); on the south by the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T.; on the west by: the James D. Newsom and Sherri L. Newsom property of record in Book 6898, Page 61, R.O.W.C.T., Lot 1 as shown on plan entitled "Errico Estates" of record in Plat Book P52, Page 23, R.O.W.C.T. and Lot 1 as shown on the plan entitled "Anderton Realty Partners Property" of record in Plat Book P34, Page 75, R.O.W.C.T. and being more particularly described as follows:

Beginning in the south right-of-way of said Sam Donald Road, at the northwest corner of said Beth F. Bradley O'Connell and the northeast corner of the herein described tract;

Thence, leaving the south right-of-way of said Sam Donald Road, with the west line of said Beth F. Bradley O'Connell, South 20 degrees 21 minutes 06 seconds West, 1582.96 feet to a 1/2 inch iron rod (old) no cap in the north line of said Larry Scales, Phyllis Sanford and Eric Scales property, said iron rod being the southeast corner of the herein described tract;

Thence, with the north line of said Scales, etal the following five (5) calls:

1. North 81 degrees 50 minutes 11 seconds West, 28.24 feet to an iron rod (old) with cap stamped RLS #1529;
2. North 76 degrees 52 minutes 38 seconds West, 32.51 feet to a 1/2 inch iron rod (old) no cap;
3. North 81 degrees 48 minutes 30 seconds West, 67.51 feet a 1/2 inch iron rod (old) no cap;
4. North 75 degrees 00 minutes 35 seconds West, 38.30 feet a 1/2 inch iron rod (old) no cap;
5. North 81 degrees 03 minutes 53 seconds West, 295.95 feet a 1/2 inch iron rod (old) no cap at the southeast corner of said Lot 1 as shown on plan entitled "Errico Estates", the southwest corner of the herein described tract;

Thence, with the east line of said Lot 1 as shown on plan entitled "Errico Estates" and Lot 1 as shown on plan entitled "Anderton Realty Partners Property" the following three (3) calls:

1. North 02 degrees 47 minutes 09 seconds East, 63.50 feet;
2. North 00 degrees 46 minutes 21 seconds West, 228.26 feet;
3. North 04 degrees 49 minutes 11 seconds West, 161.36 feet to the southwest corner of said James D. Newsom and Sherri L. Newsom property;

Thence, with the south and east lines of said Newsom the following three (3) calls:

1. North 85 degrees 10 minutes 49 seconds East, 123.46 feet;
2. North 37 degrees 34 minutes 59 seconds East, 796.91 feet;
3. North 21 degrees 21 minutes 39 seconds East, 480.00 feet to the south right-of-way of said Sam Donald Road;

Thence, with the south right-of-way of said Sam Donald Road the following three (3) calls:

1. South 61 degrees 45 minutes 42 seconds East, 98.99 feet;
2. South 60 degrees 11 minutes 08 seconds East, 99.19 feet;
3. South 58 degrees 47 minutes 53 seconds East, 73.29 feet to the **Point of Beginning**, containing 658,677 square feet or **15.12** acres, more or less, according to the current deeds of record.

Being the same property conveyed to Beth Bradley by Special Warranty Deed of record in Book 4769, Page 346, Register's Office for Williamson County, Tennessee,

**BETH BRADLEY PROPERTY
MAP 056, PARCEL 094.07
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

21-0337

Being a certain tract or parcel of land lying and being in the Sixteenth (16th) Civil District of Williamson County, Tennessee. Being bounded on the north by Sam Donald Road; on the east by the Keith E. Shults and Debra G. Shults property of record in Book 1270, Page 64, Register's Office of Williamson County (R.O.W.C.T.); on the south by the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T. and on the west by the Beth Bradley property of record in Book 4769, Page 346, R.O.W.C.T. and being more particularly described as follows:

Beginning in the south right-of-way of said Sam Donald Road, at the northeast corner of said Beth Bradley property and the northwest corner of the herein described tract;

Thence, with the south right-of-way of said Sam Donald Road the following six (6) calls:

1. South 56 degrees 57 minutes 23 seconds East, 123.87 feet;
2. South 49 degrees 21 minutes 00 seconds East, 195.77 feet;
3. South 40 degrees 46 minutes 59 seconds East, 97.04 feet;
4. South 36 degrees 30 minutes 28 seconds East, 98.34 feet;
5. South 33 degrees 52 minutes 00 seconds East, 98.56 feet;
6. South 30 degrees 36 minutes 24 seconds East, 50.82 feet to the northwest corner of said Keith E. Shults and Debra G. Shults property, the northeast corner of the herein described tract;

Thence, leaving said right-of-way line of Sam Donald Road with the west line of Shults, South 33 degrees 53 minutes 23 seconds West, 1269.43 feet to a 1/2 inch iron rod (old) no cap in the north line of said Larry Scales, Phyllis Sanford and Eric Scales, said iron rod being the southeast corner of the herein described tract;

Thence, with the north line of said Scales, et al the following two (2) calls:

1. North 86 degrees 22 minutes 11 seconds West, 18.59 feet to a 1/2 inch iron rod (old) no cap;
2. North 81 degrees 31 minutes 15 seconds West, 282.29 feet to a 1/2 inch iron rod (old) no cap at the southeast corner of said Beth Bradley property, the southwest corner of the herein described tract;

Thence, with the east line of said Bradley, North 20 degrees 21 minutes 06 seconds East, 1582.96 feet to the **Point of Beginning**, containing 659,103 square feet or **15.13** acres, more or less, according to the current deeds of record.

Being the same property conveyed to Beth F. Bradley O'Connell by Special Warranty Deed of record in Book 4769, Page 346, Register's Office for Williamson County, Tennessee.

**GORDON R. HUNNICUTT, JR AND WIFE,
DOLORES THIEMAN HUNNICUTT PROPERTY
PORTION OF MAP 059, PARCEL 002.02
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

Being a certain tract of land lying in the Seventeenth Civil District of Williamson County, Tennessee. Being Lot 1 and a portion of an "Unbuildable Lot at this time" as labeled on the plat entitled, Hunnicutt Randall Subdivision of record in Plat Book P37, Page 148, R.O.W.C.T. Said tract is located south of Sam Donald Road and being more particularly described, by metes and bounds, as follows:

Commencing at an iron rod (new) with a cap stamped Ragan Smith & Associates in the southerly right-of-way of Sam Donald Road at the northeasterly corner of the Keith E. Shults and Debra G. Shults property of record in Book 1270, Page 64, Register's Office for Williamson County, Tennessee (R.O.W.C.T.) and being the most northerly corner of the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T.;

Thence, leaving said right-of-way with the common line of said Shults property and said Larry Scales, Phyllis Sanford and Eric Scales property the following two (2) calls:

- 1) South 09 degrees 25 minutes 00 seconds West, 11.76 feet to a 1/2" iron rod (old);
- 2) South 05 degrees 47 minutes 10 seconds West, 510.64 feet to a 1/2" iron rod (old) in a woven wire fence;

Thence, crossing said Larry Scales, Phyllis Sanford and Eric Scales property, South 05 degrees 47 minutes 10 seconds West, 1,190.20 feet to a point in the north line of an "Unbuildable Lot," as shown on the plat entitled, Hunnicutt Randall Subdivision, of record in Plat Book P37, Page 148, R.O.W.C.T. and being the **Point of Beginning**;

Thence, crossing said Unbuildable Lot, South 05 degrees 47 minutes 10 seconds West, 738.52 feet to the north line of Open Space F as shown on plat entitled, Scales Farmstead, Phase One, of record in Plat Book P65, Page 77, R.O.W.C.T.;

Thence, with said north line of Open Space F, the north line of Open Space N and the north terminus of Spruell Drive (50 foot right-of-way width) as shown on plat entitled, Scales Farmstead, Phase Two, of record in Plat Book P70, Page 34, R.O.W.C.T., North 82 degrees 42 minutes 54 seconds West, 403.52 feet to a 8" Cedar;

Thence, continuing with said north terminus of Spruell Drive and the north line of Open Space A as shown on said plat entitled, Scales Farmstead, Phase Two, North 82 degrees 38 minutes 43 seconds West, 213.40 feet to a 40" Walnut at the northeast corner of the Steven B. Lucks and wife, Julia C. Lucks property of record in Book 664, Page 997, R.O.W.C.T.;

Thence, with the north line of said Lucks property and the north line of the Gordon R. Hunnicutt, Jr. and Dolores Theiman Hunnicutt property of record in Book 796, Page 30, R.O.W.C.T., North 84 degrees 24 minutes 37 seconds West, 667.50 feet to an iron rod (old) with cap stamped "RLS 1869" at a southeast corner of said Scales, Sanford and Scales property;

Thence, leaving the north line of Hunnicutt with the common lines of said Scales, Sanford and Scales property and Lot 1 and an "Unbuildable Lot" on said plat entitled, Randall Hunnicutt Property, the following eight (8) calls:

- 1) North 06 degrees 13 minutes 38 seconds East, 751.56 feet to 18" Maple;
- 2) South 81 degrees 35 minutes 43 seconds East, 449.69 feet to an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 3) South 83 degrees 53 minutes 37 seconds East, 311.63 feet to a 20" Hackberry;
- 4) South 84 degrees 51 minutes 04 seconds East, 102.64 feet to a ½ inch iron rod (old) with no cap at the common corner of Lot 1 and an "Unbuildable Lot" on said plat entitled, Randall Hunnicutt Property;
- 5) South 85 degrees 30 minutes 46 seconds East, 122.48 feet to a 14" Hackberry;
- 6) South 82 degrees 11 minutes 40 seconds East, 170.92 feet an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 7) South 84 degrees 35 minutes 26 seconds East, 169.95 feet to a 12" Hackberry;
- 8) South 82 degrees 42 minutes 25 seconds East, 39.42 feet to the **Point of Beginning** and containing 1,005,149 square feet or **23.08** acres, more or less.

Being a portion of the same property conveyed to Gordon R. Hunnicutt, Jr. and wife, Dolores T. Hunnicutt by Quitclaim Deed from Steven L. Bagsby and wife, Erin E. Bagsby of record in Book 4168, Page 754, Register's Office for Williamson County, Tennessee.

Also being a portion of the same property conveyed to Gordon R. Hunnicutt, Jr. and wife, Dolores Thieman Hunnicutt by Quitclaim Deed from Arleen Hunnicutt Hicks, etal of record in Book 3165, Page 273, Register's Office for Williamson County, Tennessee.

**LARRY SCALES, PHYLLIS SANFORD
AND ERIC SCALES PROPERTY
MAP 059, PARCEL 002.04
SAM DONALD ROAD
WILLIAMSON COUNTY
ANNEXATION DESCRIPTION**

Being a certain tract of land lying in the Seventeenth Civil District of Williamson County, Tennessee. Said tract is located south of Sam Donald Road and being more particularly described, by metes and bounds, as follows:

Commencing at an iron rod (new) with a cap stamped Ragan Smith & Associates in the southerly right-of-way of Sam Donald Road at the northeasterly corner of the Keith E. Shults and Debra G. Shults property of record in Book 1270, Page 64, Register's Office for Williamson County, Tennessee (R.O.W.C.T.) and being the most northerly corner of the Larry Scales, Phyllis Sanford and Eric Scales property of record in Book 7168, Page 844, R.O.W.C.T.;

Thence, leaving said right-of-way with the common line of said Shults property and said Larry Scales, Phyllis Sanford and Eric Scales property, South 05 degrees 47 minutes 10 seconds West, 510.64 feet to a 1/2" iron rod (old) in a woven wire fence and being the **Point of Beginning**;

Thence, crossing said Larry Scales, Phyllis Sanford and Eric Scales property, South 05 degrees 47 minutes 10 seconds West, 1,190.20 feet to a point in the northerly line of an "Unbuildable Lot at this Time," as labeled on the plat entitled, Hunnicutt Randall Subdivision, of record in Plat Book P37, Page 148, R.O.W.C.T.;

Thence, with the northerly line of said "Unbuildable Lot" of said subdivision, and generally along a woven wire fence, for the next four (4) calls:

- 1) North 82 degrees 42 minutes 25 seconds West, 39.42 feet an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 2) North 84 degrees 35 minutes 26 seconds West, 169.95 feet to an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 3) North 82 degrees 11 minutes 40 seconds West, 170.92 feet to a 14" Hackberry tree;
- 4) North 85 degrees 30 minutes 46 seconds West, 122.48 feet to a 1/2" iron rod (old) with no cap at the northeasterly corner of Lot 1 of said subdivision.

Thence, with the northerly and westerly line of Lot 1 of said subdivision, and generally along the woven wire fence, for the next four (4) calls:

- 1) North 84 degrees 51 minutes 04 seconds West, 102.64 feet to a 20" Hackberry tree;
- 2) North 83 degrees 53 minutes 37 seconds West, 311.63 feet to an iron rod (new) with a cap stamped Ragan Smith & Associates;
- 3) North 81 degrees 35 minutes 43 seconds West, 449.69 feet to an 18" Maple tree;
- 4) South 06 degrees 13 minutes 38 seconds West, 751.56 feet to an iron rod (old) with a cap stamped RLS#1869 in the northerly line of the Gordon R. Hunnicutt, Jr and Dolores Theiman Hunnicutt property of record in Book 796, Page 30, R.O.W.C.T.;

Thence, with said northerly line and the northerly line of the Kenneth G. Gaidos and Susan H. Gaidos property of record in Book 1379, Page 480, R.O.W.C.T., North 83 degrees 07 minutes 08 seconds West, 1678.82 feet to a wood fence post in the southeasterly corner of Oliver H. Rutherford, Jr., of record in Book 4456, Page 876, R.O.W.C.T.;

Thence, leaving said Gaidos property with the easterly line of said Rutherford property, generally along the woven wire fence, North 01 degrees 31 minutes 23 seconds East, 1262.32 feet to an iron rod (new) with a cap stamped Ragan Smith & Associates;

Thence, continuing with said Rutherford, North 31 degrees 01 minutes 37 seconds East, 46.20 feet to an iron rod (old) with a cap stamped RLS Byrd in the southerly line of Lot Three on the plat entitled, Anderton Realty Partners Subdivision, of record in Plat Book P34, Page 73, R.O.W.C.T.;

Thence, with said southerly line of Lot Three and with the southerly line of Lot Two as shown on plat entitled Anderton Realty Partners Subdivision of record in Plat Book P34, Page 74, R.O.W.C.T., for the next two (2) calls:

- 1) South 82 degrees 04 minutes 09 seconds East, 327.78 feet to a 30" Oak tree;
- 2) North 58 degrees 13 minutes 52 seconds East, 304.36 feet to an iron rod (old) with a cap stamped RLS#1127 at the southwesterly corner of Lot 2 as shown on the plat entitled, Errico Estates Subdivision, of record in Plat Book P52, Page 23, R.O.W.C.T.;

Thence, with said Lot 2 and Lot 1 of said subdivision, for the next three (3) calls:

- 1) North 58 degrees 16 minutes 35 seconds East, 224.78 feet to a wood fence post;
- 2) North 61 degrees 42 minutes 06 seconds East, 543.95 feet to a 20" Cedar tree;
- 3) South 86 degrees 44 minutes 29 seconds East, 163.86 feet to a 1/2" iron rod (old) with no cap, at the southwesterly corner of the Beth Bradley property of record in Book 4769, Page 346, R.O.W.C.T.;

Thence, with said Bradley, along the woven wire fence, for the next five (5) calls:

- 1) South 81 degrees 03 minutes 53 seconds East, 295.95 feet to a 1/2" iron rod (old) with no cap;
- 2) South 75 degrees 00 minutes 35 seconds East, 38.30 feet to a 1/2" iron rod (old) with no cap;
- 3) South 81 degrees 48 minutes 30 seconds East, 67.51 feet to a 1/2" iron rod (old) with no cap;
- 4) South 76 degrees 52 minutes 38 seconds East, 32.51 feet to an iron rod (old) with a cap stamped RLS#1529;
- 5) South 81 degrees 50 minutes 11 seconds East, 28.24 feet to a 1/2" iron rod (old) with no cap at the southwesterly corner of the Beth Bradley O'Connell property of record in Book 1827, Page 769, R.O.W.C.T.;

Thence, with said O'Connell property, for the next two (2) calls:

- 1) South 81 degrees 31 minutes 15 seconds East, 282.29 feet to a 1/2" iron rod (old) with no cap;
- 2) South 86 degrees 22 minutes 11 seconds East, 18.59 feet to a 1/2" iron rod (old) with no cap at the Southwesterly corner of said Shults property;

Thence, with the south line of Shults, South 84 degrees 14 minutes 56 seconds East, 936.50 feet to the **Point of Beginning** and containing 4,503,357 square feet or **103.38** acres, more or less.

Being a portion of the same property conveyed to Larry Scales, Phyllis Sanford and Eric Scales by quitclaim deed from Phyllis Sanford, Rayford Scales, Larry Scales and Eric Scales of record in Book 7168, Page 844, Register's Office for Williamson County, Tennessee.

Brentwood City Commission Agenda

Meeting Date: 07/25/2022

Resolution 2022-78-Approval of Agreement with Cunningham Construction for Carondelet Area Water Line Replacement Project

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Resolution 2022-78 - Approval of agreement with Cunningham Construction for Carondelet Area Water Line Replacement Project.

Background

The Water Services Department FY 2023 – 2028 Capital Improvements Plan, Annual Pipe Replacement & Renewal Program includes funding for planned, incremental replacement of aging water lines throughout the water distribution system in order to maintain the highest level of distribution service, reduce maintenance costs, and avoid significant future capital costs. Projects are identified using the department's asset management and geographical information system which aids in tracking features such as asset age, maintenance cost and historical performance.

The scope of work identified for this project includes replacing approximately 22,000 feet of mostly 6-inch pipe throughout the Carondelet neighborhood but also includes approximately 2,100 feet of 12-inch pipe along Old Smyrna Road between Wilson Pike and near Ford Drive. The scope of work includes, as is typical for a neighborhood renewal project of this type, replacing all public water lines, customer service lines from the water main to the meter, line valves, and fire hydrants.

On June 28, 2022, Water Services Department and Finance Department staff publicly opened construction bids for the aforementioned work. The City received five competitive bids ranging from a low bid of \$4,924,730 to a high bid of \$11,137,160. Note that only \$535.00 separates the low bid and second low bid. Cunningham Construction LLC, located in Nashville, submitted the low bid. Cunningham Construction has completed numerous projects of similar scope including multiple projects for Brentwood, and they are considered competent to complete this project. The department's construction budget for this project was established as \$5.75 million, so the low bid amount is within the budget.

Accordingly, staff is recommending an award for this contract to Cunningham Construction in an amount not to exceed the low bid amount of \$4,924,730.00 which includes a contingency allowance of \$300,000. Additionally, because of ongoing volatility in the scrap metal market that impacts ductile iron pipe pricing and the length of time needed to complete the work, an iron pipe surcharge allowance has been included. Because pipe manufacturers will not guarantee pricing

for an extended period of time, the iron pipe allowance permits the contractor to increase the pipe price should the pipe manufacturer issue a surcharge on pipe that has not previously shipped. The permissible surcharge is based on the change in the published scrap metal index at the time of award and is capped at \$50,000 for the project. The contract also allows for a CPI increase of all non-pipe-related costs for work performed during Phase 2 and 3 (year two) of the project, and is capped at \$200,000. All of these allowances and potential adjustments are included in the base bid price.

Attached is the project engineer's letter of recommendation, a detailed bid tabulation and site map information for your consideration. Please contact Chris Milton, Director of Water Services, should you have any questions.

Staff Recommendation

Staff is recommending approval of the attached resolution.

Fiscal Impact

Amount : \$4,924,730.00

Source of Funds: Water & Sewer Funds

Account Number: 412-16700-8053

Fiscal Impact:

Attachments

Resolution 2022-78

Contract No. 2022-110

Project Engineer, Letter of Recommendation

Engineer's Bid Tabulation

Project Site Map

RESOLUTION 2022-78

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND CUNNINGHAM CONSTRUCTION FOR CARONDELET AREA WATER LINE REPLACEMENT PROJECT, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Cunningham Construction for Carondelet area water line replacement project, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Brentwood, TN ("Owner") and
Cunningham Construction & Development LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Carondelet Subdivision - Water Line Improvements

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Hethcoat & Davis, Inc.
- 3.02 The Owner has retained Hethcoat & Davis, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 570 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 600 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$600.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$600.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$4,924,730.00

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. bid bond (pages 1 to 2, inclusive).
 - 5. General Conditions (pages 1 to 67, inclusive).
 - 6. Supplementary Conditions (pages 1 to 8, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 17 sheets with each sheet bearing the following general title: Carondelet Subdivision – Water Line Improvements
 - 9. Addenda (numbers 1 to 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).
 - b. Documents submitted by Contractor prior to Notice of Award (pages to inclusive)
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

1. *The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.*

OWNER: City of Brentwood, TN

CONTRACTOR: Cunningham Construction and Development LL

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

5211 Maryland Way

2020 Garfield Street

Brentwood, TN 37027

Nashville, TN 37221

License No.: 37226
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

PERFORMANCE BOND

CONTRACTOR *(name and address):*

Cunningham Construction & Development LLC
2020 Garfield Street
Nashville, TN 37221

SURETY *(name and address of principal place of business):*

OWNER: City of Brentwood, TN
5211 Maryland Way
Brentwood, TN 37027

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$4,924,730.00

Description: Carondelet Subdivision – Water Line Improvements

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

Cunningham Construction & Development LLC
2020 Garfield Street
Nashville, TN 37221

SURETY *(name and address of principal place of business):*

OWNER: City of Brentwood, TN

5211 Maryland Way
Brentwood, TN 37027

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$4,924,730.00

Description: Carondelet Subdivision – Water Line Improvements

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 16. Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

NOTICE OF AWARD

Date of Issuance:

Owner: City of Brentwood, TN

Owner's Contract No.:

Engineer: Hethcoat & Davis, Inc.

Engineer's Project No.: 1052-21

Project: Carondelet Subdivision - Water Line
Improvements

Contract Name:

Bidder: Cunningham Construction & Development LLC

Bidder's Address: 2020 Garfield Street, Nashville, TN 37221

TO BIDDER:

You are notified that Owner has accepted your Bid dated [June 28th, 2022] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Carondelet Subdivision - Water Line Improvements.

The Contract Price of the awarded Contract is: \$ \$4,924,730.00

[4] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [4] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., *performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Brentwood, TN

Authorized Signature

By:

Title:

Copy: Engineer

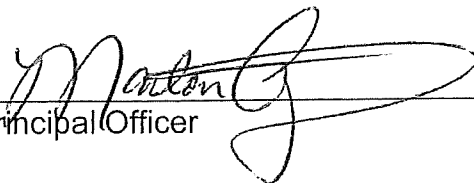
DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF Tennessee

COUNTY OF Williamson

The undersigned, principal officer of Cunningham Construction & Dev. LLC an employer of five (5) or more employees contracting with City of Brentwood government to provide construction services, hereby states under oath as follows:

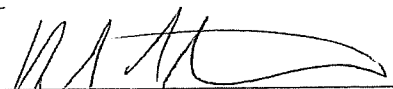
1. The undersigned is a principal officer of Cunningham Construction & Dev. LLC (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
 2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
 3. The Company is in compliance with T.C.A. § 50-9-113.
- Further affiant saith not.


Principal Officer

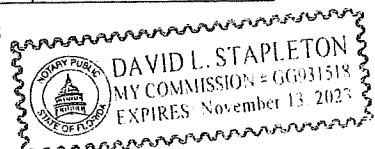
STATE OF Florida

COUNTY OF Walton

Before me personally appeared Marlon Cunningham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained. Witness my hand and seal at office this 25 day of June, 2022


Notary Public

My commission expires: 11/13/2023



**STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that Cunningham Construction & Dev. LLC.
Have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements of Chapter no. 878.

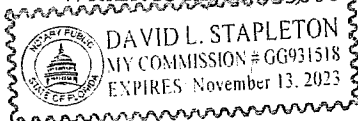
Signed: _____

State of Florida)

County of Walton) ss

Personally appeared before me, David L. Stapleton ^{ph} the undersigned Notary Public, Marlon Cunningham, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the Cunningham Contr. & Dev. LLC, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposed recited therein.

Witness my hand at office, this 25 day of June, 2022.



Notary Public

My commission expires 11/13/2023

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Marlon Cunningham
Printed Respondent Name Printed Name of Authorized Official

[Signature]
Signature of Authorized Official

STATE OF Florida

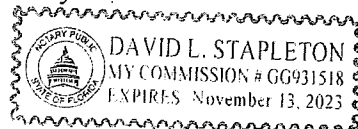
COUNTY OF Walton

Before me personally appeared Marlon Cunningham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 25 day of June, 2023

My commission expires: 11/13/2023

[Signature]
Notary Public



BOYCOTT OF ISRAEL CERTIFICATION

The undersigned, principal officer of _____,

Certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-127.

Principal Officer

**Affidavit of Non-Collusion: a form required of Bidders and Proposers on purchases of supplies,
materials, equipment and services for the City of Brentwood, Tennessee**

State of Tennessee)

) SS

County of Williamson)

Affiant, Marlon Cunningham, deposes and makes oath
that:

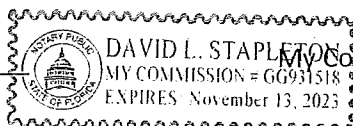
1. He or she is the Member (title, if applicable) of Cunningham Construction, & Dev. LLC
(legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the
attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached
bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this Affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any official or agent of the City of
Brentwood or with any other firm, person, or potential or actual bidder or proposer to submit a
collusive or sham bid or proposal in connection with the contract for which the attached bid or
proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by
agreement, or collusion, or communication, or conference with any other firm, person, or
potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted
or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or
proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any
advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted
by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or
Proposer or any of its agents, representatives, owners, employees, or parties in interest, including
this Affiant; and
6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of
Commissioners, or officer elected by said Board, from being interested in any contract, or work
of any kind whatever, under its control and direction, and any contract in which any such person
shall have an interest shall be void and unenforceable, subjecting any funds received by contractor
to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]
(signature of Affiant)

Member
(title of Affiant)

Sworn and subscribed to before me this 25 day of June, 2023

[Signature]
Notary Public



Commission Expires: 11/13/2023

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: City's eProcurement Portal located at <https://procurenw.com/portal/brentwoodtn>.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Required Bidder Qualification Statement with supporting data;
 - F. Non-Collusion Form;
 - G. Drug-Free Workplace Affidavit;
 - H. Illegal Aliens Compliance form; and
 - I. Iran Divestment Compliance Form.

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

Arondelet Neighborhood Water Line Improvements

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
ARONDELET SUBDIVISION WATER LINE IMPROVEMENTS - PHASES 1A, 1B & 1C					
	Pre-Construction Video (Phase 1A, 1B & 1C Areas)	1	Lump Sum	\$2,000.00	\$2,000.00
	12" Class 52 DIP Water Line, open-cut installation outside roadway including restrained joint pipe where noted on plans or as otherwise directed	1600	Linear Foot	\$170.00	\$272,000.00
	12" Class 52 DIP Water Line, open-cut installation inside roadway including restrained joint pipe where noted on plans or as otherwise directed	525	Linear Foot	\$200.00	\$105,000.00
	6" Class 52 DIP Water Line, open-cut installation outside roadway including restrained joint pipe where noted on plans or as otherwise directed	8300	Linear Foot	\$95.00	\$788,500.00
	6" Class 52 DIP Water Line, open-cut installation inside roadway including restrained joint pipe where noted on plans or as otherwise directed	1360	Linear Foot	\$115.00	\$156,400.00
	Open-cut creek crossing, Davis Drive, complete	1	Lump Sum	\$10,000.00	\$10,000.00
	Bore & Jack 24" dia. steel casing w 12" Class 52 DIP, including casing spacers and end seals, complete	84	Linear Feet	\$1,000.00	\$84,000.00
	2" PVC SDR 21 Pressure Sewer Line including tracer wire	240	Linear Feet	\$35.00	\$8,400.00
	1.25" PVC SDR 21 Pressure Sewer Line including tracer wire	130	Linear Feet	\$30.00	\$3,900.00
0	Ductile Iron Fittings	4000	Pounds	\$8.00	\$32,000.00
1	12-inch Mega-lug style restraint devices	40	Each	\$215.00	\$8,600.00
2	6-inch Mega-lug style restraint devices	200	Each	\$100.00	\$20,000.00
3	12-inch Gate Valve with valve box, complete	5	Each	\$4,800.00	\$24,000.00
4	6-inch Gate valve with valve box, complete	30	Each	\$2,300.00	\$69,000.00
5	2-inch PVC Full Port Sewer Ball Valve with valve box, complete	2	Each	\$1,375.00	\$2,750.00
6	1.5-inch PVC Sewer Flush Valve Assembly with box, complete	1	Each	\$1,300.00	\$1,300.00
7	2-inch Blow-off assembly, complete	2	Each	\$1,800.00	\$3,600.00

complete including installation and removal upon completion of use

9	Fire hydrant assembly including hydrant tee, anchor couplings, 6-inch gate valve with valve box, complete	16	Each	\$7,500.00	\$120,000.00
0	Removal of existing fire hydrant assembly including site restoration	10	Each	\$500.00	\$5,000.00
1	3/4-inch PEXa water service line installed by open-cut	3900	Linear Feet	\$18.00	\$70,200.00
2	3/4-inch PEXa water service line installed by bore and jacking with 2-inch HDPE DR 11 casing pipe beneath S.R. 252 (Wilson Pike)	100	Linear Feet	\$50.00	\$5,000.00
3	Connect to existing 12-inch water line at Line A, Sta. 0+00, complete	1	Lump Sum	\$3,500.00	\$3,500.00
4	Connect to existing 12-inch water line at Line A, at proposed Delfino Drive, complete	2	Each	\$3,800.00	\$7,600.00
5	Connect to existing 12-inch water line at Line A, end of line at Old Smyrna Rd., complete	1	Lump Sum	\$3,800.00	\$3,800.00
6	Connect to existing 6-inch water line at end of Line C, Ford Dr., complete	1	Lump Sum	\$3,500.00	\$3,500.00
7	Connect to existing 6-inch water line at Line D, Carondelet Dr. at Wilson Pike, complete	1	Lump Sum	\$3,500.00	\$3,500.00
8	Connect to existing 6-inch water line at Line E, Hood Place at Wilson Pike, complete	1	Lump Sum	\$3,500.00	\$3,500.00
9	Connect to existing 6-inch water line at intersection Old Smyrna Rd. and Davis Dr., complete	1	Lump Sum	\$3,500.00	\$3,500.00
0	Cut and cap existing 6-inch water line, complete	8	Each	\$1,000.00	\$8,000.00
1	Abandon and remove existing 2-inch meter assembly at existing Cornerstone Property (Old Smyrna Rd.), complete	1	Lump Sum	\$1,000.00	\$1,000.00
2	Reconnect existing residential service line to new water line, provide new meter box, new in-line ball valve and reinstall existing water meter with connection to exiting house service line, complete	112	Each	\$1,200.00	\$134,400.00
3	Furnish and install new line-setter at new meter box assembly where directly by Owner, complete	12	Each	\$1,000.00	\$12,000.00
4	Reconnect existing 1.25-inch PVC pressure sewer line to new 2-inch PVC sewer force	4	Each	\$1,000.00	\$4,000.00

	main to existing force main, complete				
6	Removal of existing valve and valve box including site restoration, complete	15	Each	\$500.00	\$7,500.00
7	Roadway pavement trench repair (6 inches of B-Mod asphaltic binder, placed in 2-3 inch compacted lifts)	1250	Square Yards	\$95.00	\$118,750.00
8	Concrete extruded curb (8")	500	Linear Feet	\$25.00	\$12,500.00
9	Concrete Driveway Repair, plain concrete	1300	Square Feet	\$12.00	\$15,600.00
0	Concrete Driveway Repair, exposed aggregate concrete	3900	Square Feet	\$15.00	\$58,500.00
1	Asphalt Driveway Repair, to match existing driveway asphalt depth	3950	Square Feet	\$8.00	\$31,600.00
2	Seeding (All disturbed area including new water lines and new water service lines)	14000	Linear Feet	\$8.00	\$112,000.00
3	Erosion Control Silt Fence, complete	10700	Linear Feet	\$3.00	\$32,100.00
4	Straw wattle erosion control devices at storm inlets	5	Each	\$200.00	\$1,000.00
5	Stone Check Dam erosion control devices, complete	102	Each	\$50.00	\$5,100.00
6	Erosion Control Phases 1A, 1B & 1C	1	Lump Sum	\$10,000.00	\$10,000.00
7	Concrete encasement	50	Linear Feet	\$100.00	\$5,000.00
8	Fencing for ROW/property line delineation where directed by Owner and Engineer	125	Linear Feet	\$5.00	\$625.00
9	Traffic control and traffic control signage for Phases 1A, 1B & 1C	1	Lump Sum	\$10,000.00	\$10,000.00
0	Casting adjustment (storm inlets, utility valves or manholes) to accommodate pavement repair	8	Each	\$200.00	\$1,600.00
1	Driveway Culvert Replacement (15"dia. or 18" dia., 16 ga. CMP or HDPE N-12 corrugated with smooth interior, complete	375	Linear Feet	\$35.00	\$13,125.00
2	Mobilization and Bonds, all work phases	1	Lump Sum	\$75,000.00	\$75,000.00

ARONDELET SUBDIVISION WATER LINE IMPROVEMENTS - PHASES 2 AND 3

3	Pre-Construction Video (Phases 2 and 3)	1	Lump Sum	\$2,000.00	\$2,000.00
4	8" Class 52 DIP Water Line, open-cut installation outside roadway including restrained joint pipe where noted on plans or otherwise directed	1360	LF	\$95.00	\$129,200.00
5	8" Class 52 DIP Water Line, open-cut installation inside roadway including restrained joint pipe where noted on plans or otherwise directed	180	LF	\$120.00	\$21,600.00

installation outside roadway including restrained joint pipe where noted on plans or as otherwise directed

6" Class 52 DIP Water Line, open-cut installation inside roadway including restrained joint pipe where noted on plans or as otherwise directed

Box Culvert Crossing, Davis Drive, complete

Box Culvert Crossing, Shenandoah Drive, complete

Ductile Iron Fittings

8-inch Mega-lug style restraint devices

6-inch Mega-lug style restraint devices

8-inch Gate Valve with valve box, complete

6-inch Gate Valve with valve box, complete

1-inch or 2-inch temporary test taps, complete including installation and removal upon completion of use

Fire hydrant assembly including hydrant tee, anchor couplings, 6-inch gate valve with valve box, complete

Removal of existing fire hydrant assembly including site restoration

3/4-inch PEXa water service line installed by open-cut

Connect to existing 6-inch water line at Line G, Oden Ct at Wilson Pike., complete

Connect to existing 6-inch water line at Line E, Hedgewood Dr. at Wilson Pike, complete

Cut and cap existing 6-inch water line, complete

Reconnect existing residential service line to new water line, provide new meter box, new in-line ball valve and reinstall existing water meter with connection to exiting house service line, complete

Furnish and install new line-setter at new meter box assembly where directly by Owner, complete

Removal of existing valve and valve box including site restoration, complete

1220

LF

\$115.00

\$140,300.00

1

Lump Sum

\$20,000.00

\$20,000.00

1

Lump Sum

\$20,000.00

\$20,000.00

4000

Pounds

\$8.00

\$32,000.00

30

Each

\$125.00

\$3,750.00

200

Each

\$100.00

\$20,000.00

4

Lump Sum

\$2,800.00

\$11,200.00

25

Lump Sum

\$2,300.00

\$57,500.00

5

Each

\$800.00

\$4,000.00

18

Each

\$7,500.00

\$135,000.00

10

Each

\$500.00

\$5,000.00

3500

LF

\$18.00

\$63,000.00

1

Lump Sum

\$3,000.00

\$3,000.00

1

Lump Sum

\$3,000.00

\$3,000.00

7

Each

\$500.00

\$3,500.00

88

Each

\$1,200.00

\$105,600.00

12

Each

\$800.00

\$9,600.00

15

Each

\$500.00

\$7,500.00

	Emergency pavement patch repair (placement of B-Mod asphaltic binder, placed in 2-3 inch compacted lifts)	500	Square Feet	\$12.00	\$6,000.00
6	Concrete Driveway Repair, plain concrete	1740	Square Feet	\$12.00	\$20,880.00
7	Concrete Driveway Repair, exposed aggregate concrete	5220	Square Feet	\$15.00	\$78,300.00
8	Asphalt Driveway Repair, to match existing driveway asphalt depth	3250	Square Feet	\$8.00	\$26,000.00
9	Seeding (All disturbed area including new water lines and new water service lines)	11600	LF	\$8.00	\$92,800.00
0	Erosion Control Silt Fence, complete	8700	LF	\$3.00	\$26,100.00
1	Straw wattle erosion control devices at storm inlets	2	Each	\$200.00	\$400.00
2	Stone Check Dam erosion control devices, complete	70	Each	\$50.00	\$3,500.00
3	Erosion Control Phases 2 & 3	1	Lump Sum	\$10,000.00	\$10,000.00
4	Fencing for ROW/property line delineation where directed by Owner and Engineer	125	LF	\$5.00	\$625.00
5	Traffic control and traffic control signage for Phases 2 & 3	1	Lump Sum	\$10,000.00	\$10,000.00
6	Casting adjustment (storm inlets, utility valves or manholes) to accommodate pavement repair	4	Each	\$200.00	\$800.00
7	Driveway Culvert Replacement (15" dia. or 18" dia., 16 ga. CMP or HDPE N-12 corrugated with smooth interior, complete	375	LF	\$35.00	\$13,125.00

BARONDELET SUBDIVISION WATER LINE IMPROVEMENTS - ALLOWANCES FOR ALL PHASES

8	Allowances for Approved Work Directives Where Directed by Owner and Engineer	1	Lump Sum	\$300,000.00	\$300,000.00
9	Landscape Allowance for Approved Landscape Replacement Where Directed by Owner and Engineer	1	Lump Sum	\$50,000.00	\$50,000.00
0	Ductile Iron Pipe Surcharge Allowance	1	Lump Sum	\$50,000.00	\$50,000.00
1	US Bureau of Labor Statistics, Consumer Price Index Adjustment Allowance (Phase 2 only)	1	Lump Sum	\$200,000.00	\$200,000.00

WIP SCRAP IRON RATE ADJUSTMENT

2	Fastmarkets - Busheling Chicago #1 Scrap Rate on Bid Date (per ton)	0	\$/long ton	\$700.00	
---	---	---	-------------	----------	--

Total

\$4,924,730.00

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's labor, materials, equipment, fuel, shoring, removal, disposal, insurance, taxes, fees, overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
3. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within **685** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **730** calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
# 1	June 23, 2022

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
7. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Cunningham Construction & Development LLC.
(typed or printed name of organization)

By:



(individual's signature)

Name:

Marlon Cunningham
(typed or printed)

Title:

Member
(typed or printed)

Date:

6-28-2022
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Gina Cunningham
(individual's signature)

Name:

Gina Cunningham
(typed or printed)

Title:

Member
(typed or printed)

Date:

6-28-2022
(typed or printed)

Address for giving notices:

2020 Garfield Street
Nashville, Tn. 37221

Bidder's Contact:

Name:

Marlon Cunningham
(typed or printed)

Title:

Member
(typed or printed)

Phone:

615-533-5204

Email:

Cunninghamconst@comcast.net

Address:

Cunningham Construction & Development LLC.
2020 Garfield Street
Nashville, Tn. 37221

Bidder's Contractor License No. and
classification:

#37226

Active : ^{MU-A} Expiration Date November 30, 2022 Unlimited; MU-C; MU-D

EICDC® C-410, Bid Form for Construction Contract.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Cunningham Construction & Development, LLC
PO Box 218200
Nashville, TN 37221

SURETY (Name, and Address of Principal Place of Business):

United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, IA 52401

OWNER:

City of Brentwood, TN
5211 Maryland Way
Brentwood, TN 37027

BID

Bid Due Date: June 28, 2022
Description: Carondelet Subdivision - Water Line Improvements

BOND

Bond Number: UFG2206281

Date: June 28, 2022

Penal sum Five percent of amount bid \$ 5% of amount bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Cunningham Construction & Development, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Marlon Cunningham
Print Name

Member

Title

Attest:

Signature

Title Member

SURETY

United Fire & Casualty Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Phillip H. Condra

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title Kelly L. Berry, Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

PHILLIP H. CONDRAS, KELLY L. BERRY, GREGORY E. NASH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VII - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of July, 2021



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 21st day of July, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

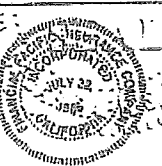
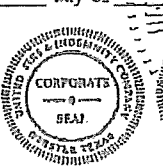


Patti Waddell
 Notary Public

My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereto subscribed my name and affixed the corporate seal of the said Corporations
 this 28th day of June, 2022



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



July 5, 2022

File No. 1052-21

Mr. Chris Milton
Water Services Director
1750 Gen George Patton Dr.
Brentwood, TN 37027

**RE: Recommendation of Award
Carondelet Neighborhood Water Line Improvements**

Dear Mr. Milton:

On Tuesday, June 28, 2022 at 2:00 PM, five (5) separate sealed bids were received for the subject project. The bidders appear to have complied with the Tennessee Licensing Board for General Contractors requirements for submission of a competitively bid project.

Cunningham Construction and Development, LLC with a bid of \$4,924,730.00, was the lowest responsive bidder. No bid errors were noted. Cunningham Construction and Development, LLC submitted the required documentation with their bid.

We feel Cunningham Construction and Development, LLC is capable of completing the work as intended and that the bid price is fair and reasonable. Therefore, Hethcoat and Davis, Inc., recommends award of the project to Cunningham Construction and Development, LLC with a bid of \$4,924,730.00

I have sent Cunningham Construction and Development, LLC conformed documents for the project to begin their preparation and preliminary execution. Please let us know the date you need these documents.

Please contact me if you have any questions or need additional information.

Sincerely,

Keith Davis, PE

Enclosure: Bid Tabulation

Copy: H&D File 1052-21

Carondelet Neighborhood Water Line Improvements
City of Brentwood Water Services, Brentwood, Tennessee
H & D Project No. 1052-21
Bid Date: Tuesday, June 28, 2022 at 2:00 p.m. local time

BID TABULATION

				Cunningham Construction & Development LLC Nashville, TN TN LIC #37226		JSJ Construction Springfield, TN TN Lic #67318		Civil Constructors, LLC Franklin, TN TN Lic #34765		Cleary Construction Tompkinsville, KY TN Lic #41957		Norris Bros. Excavating Crossville, TN Tn Lic #48700	
ITEM	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Phases 1A,1B, & 1C													
1	Pre- Construction Video (Phase 1A, 1B & 1C Areas)	1	Lump Sum	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,370.00	\$ 1,370.00	\$ 2,500.00	\$ 2,500.00	\$ 46,000.00	\$ 46,000.00
2	12" Class 52 DIP Water Line, open-cut installation outside roadway including restrained joint pipe where noted on plans or as otherwise directed	1600	Linear Foot	\$ 170.00	\$ 272,000.00	\$ 145.00	\$ 232,000.00	\$ 163.00	\$ 260,800.00	\$ 222.00	\$ 355,200.00	\$ 285.00	\$ 456,000.00
3	12" Class 52 DIP Water Line, open-cut installation inside roadway including restrained joint pipe where noted on plans or as otherwise directed	525	Linear Foot	\$ 200.00	\$ 105,000.00	\$ 200.00	\$ 105,000.00	\$ 193.00	\$ 101,325.00	\$ 260.00	\$ 136,500.00	\$ 520.00	\$ 273,000.00
4	6" Class 52 DIP Water Line, open-cut installation outside roadway including restrained joint pipe where noted on plans or as otherwise directed	8300	Linear Foot	\$ 95.00	\$ 788,500.00	\$ 90.00	\$ 747,000.00	\$ 101.00	\$ 838,300.00	\$ 148.00	\$ 1,228,400.00	\$ 235.00	\$ 1,950,500.00
5	6" Class 52 DIP Water Line, open-cut installation inside roadway including restrained joint pipe where noted on plans or as otherwise directed	1360	Linear Foot	\$ 115.00	\$ 156,400.00	\$ 125.00	\$ 170,000.00	\$ 130.00	\$ 176,800.00	\$ 188.00	\$ 255,680.00	\$ 225.00	\$ 306,000.00
6	Open-cut creek crossing, Davis Drive, complete	1	Lump Sum	\$ 10,000.00	\$ 10,000.00	\$ 11,500.00	\$ 11,500.00	\$ 30,930.00	\$ 30,930.00	\$ 35,000.00	\$ 35,000.00	\$ 136,000.00	\$ 136,000.00
7	Bore & Jack 24" dia. Steel casing w 12" Class 52 DIP, including casing spacers and end seals, complete	84	Linear Feet	\$ 1,000.00	\$ 84,000.00	\$ 1,300.00	\$ 109,200.00	\$ 1,500.00	\$ 126,000.00	\$ 1,000.00	\$ 84,000.00	\$ 550.00	\$ 46,200.00
8	2" PVC SDR 21 Pressure Sewer Line including tracer wire	240	Linear Feet	\$ 35.00	\$ 8,400.00	\$ 80.00	\$ 19,200.00	\$ 74.00	\$ 17,760.00	\$ 115.00	\$ 27,600.00	\$ 80.00	\$ 19,200.00
9	1.25" PVC SDR 21 Pressure Sewer Line including tracer wire	130	Linear Feet	\$ 30.00	\$ 3,900.00	\$ 85.00	\$ 11,050.00	\$ 69.00	\$ 8,970.00	\$ 115.00	\$ 14,950.00	\$ 90.00	\$ 11,700.00
10	Ductile Iron Fittings	4000	Pounds	\$ 8.00	\$ 32,000.00	\$ 5.00	\$ 20,000.00	\$ 8.70	\$ 34,800.00	\$ 1.00	\$ 4,000.00	\$ 8.00	\$ 32,000.00
11	12-inch Mega-lug style restraint devices	40	Each	\$ 215.00	\$ 8,600.00	\$ 215.00	\$ 8,600.00	\$ 433.00	\$ 17,320.00	\$ 275.00	\$ 11,000.00	\$ 110.00	\$ 4,400.00
12	6-inch Mega- lug style restraint devices	200	Each	\$ 100.00	\$ 20,000.00	\$ 100.00	\$ 20,000.00	\$ 258.00	\$ 51,600.00	\$ 110.00	\$ 22,000.00	\$ 90.00	\$ 18,000.00
13	12-inch Gate Valve with valve box, complete	5	Each	\$ 4,800.00	\$ 24,000.00	\$ 4,500.00	\$ 22,500.00	\$ 6,140.00	\$ 30,700.00	\$ 5,000.00	\$ 25,000.00	\$ 6,000.00	\$ 30,000.00
14	6-inch Gate valve with valve box, complete	30	Each	\$ 2,300.00	\$ 69,000.00	\$ 2,000.00	\$ 60,000.00	\$ 2,640.00	\$ 79,200.00	\$ 2,000.00	\$ 60,000.00	\$ 2,200.00	\$ 66,000.00
15	2-inch PVC Full Port Sewer Ball Valve with valve box, complete	2	Each	\$ 1,375.00	\$ 2,750.00	\$ 1,500.00	\$ 3,000.00	\$ 1,110.00	\$ 2,220.00	\$ 525.00	\$ 1,050.00	\$ 1,800.00	\$ 3,600.00
16	1.5-inch PVC Sewer Flush Valve Assembly with box, complete	1	Each	\$ 1,300.00	\$ 1,300.00	\$ 2,250.00	\$ 2,250.00	\$ 1,400.00	\$ 1,400.00	\$ 350.00	\$ 350.00	\$ 2,500.00	\$ 2,500.00
17	2-inch Blow- off assembly, complete	2	Each	\$ 1,800.00	\$ 3,600.00	\$ 2,500.00	\$ 5,000.00	\$ 2,040.00	\$ 4,080.00	\$ 2,500.00	\$ 5,000.00	\$ 2,800.00	\$ 5,600.00
18	1-inch or 2- inch temporary test taps, complete including installation and removal upon completion of use	5	Each	\$ 800.00	\$ 4,000.00	\$ 1,500.00	\$ 7,500.00	\$ 2,970.00	\$ 14,850.00	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00

19	Fire hydrant assembly including hydrant tee, anchor couplings, 6- inch gate valve with valve box, complete	16	Each	\$ 7,500.00	\$ 120,000.00	\$ 8,000.00	\$ 128,000.00	\$ 11,310.00	\$ 180,960.00	\$ 9,000.00	\$ 144,000.00	\$ 6,500.00	\$ 104,000.00
20	Removal of existing fire hydrant assembly including site restoration	10	Each	\$ 500.00	\$ 5,000.00	\$ 750.00	\$ 7,500.00	\$ 2,110.00	\$ 21,100.00	\$ 500.00	\$ 5,000.00	\$ 1,500.00	\$ 15,000.00
21	3/4-inch PEXa water service line installed by open-cut	3900	Linear Feet	\$ 18.00	\$ 70,200.00	\$ 30.00	\$ 117,000.00	\$ 56.00	\$ 218,400.00	\$ 55.00	\$ 214,500.00	\$ 60.00	\$ 234,000.00
22	3/4-inch PEXa water service line installed by bore and jacking with 2-inch HDPE DR 11 casing pipe beneath S.R. 252 (Wilson Pike)	100	Linear Feet	\$ 50.00	\$ 5,000.00	\$ 65.00	\$ 6,500.00	\$ 144.00	\$ 14,400.00	\$ 200.00	\$ 20,000.00	\$ 88.00	\$ 8,800.00
23	Connect to existing 12- inch water line at Line A, Sta. 0+00, complete	1	Lump Sum	\$ 3,500.00	\$ 3,500.00	\$ 17,600.00	\$ 17,600.00	\$ 20,940.00	\$ 20,940.00	\$ 20,000.00	\$ 20,000.00	\$ 6,800.00	\$ 6,800.00
24	Connect to existing 12- inch water line at Line A, at proposed Delfino Drive, complete	2	Each	\$ 3,800.00	\$ 7,600.00	\$ 4,500.00	\$ 9,000.00	\$ 8,570.00	\$ 17,140.00	\$ 5,500.00	\$ 11,000.00	\$ 6,800.00	\$ 13,600.00
25	Connect to existing 12- inch water line at Line A, end of line at Old Smyrna Rd., complete	1	Lump Sum	\$ 3,800.00	\$ 3,800.00	\$ 7,600.00	\$ 7,600.00	\$ 8,570.00	\$ 8,570.00	\$ 5,500.00	\$ 5,500.00	\$ 6,800.00	\$ 6,800.00
26	Connect to existing 6-inch water line at end of Line C, Ford Dr., complete	1	Lump Sum	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,710.00	\$ 5,710.00	\$ 5,000.00	\$ 5,000.00	\$ 6,800.00	\$ 6,800.00
27	Connect to existing 6-inch water line at Line D, Carondelet Dr. at Wilson Pike, complete	1	Lump Sum	\$ 3,500.00	\$ 3,500.00	\$ 8,000.00	\$ 8,000.00	\$ 9,580.00	\$ 9,580.00	\$ 9,500.00	\$ 9,500.00	\$ 6,800.00	\$ 6,800.00
28	Connect to existing 6-inch water line at Line E, Hood Place at Wilson Pike, complete	1	Lump Sum	\$ 3,500.00	\$ 3,500.00	\$ 7,200.00	\$ 7,200.00	\$ 10,520.00	\$ 10,520.00	\$ 10,000.00	\$ 10,000.00	\$ 6,800.00	\$ 6,800.00
29	Connect to existing 6-inch water line at intersection Old Smyrna Rd. and Davis Dr., complete	1	Lump Sum	\$ 3,500.00	\$ 3,500.00	\$ 10,000.00	\$ 10,000.00	\$ 4,570.00	\$ 4,570.00	\$ 8,500.00	\$ 8,500.00	\$ 6,800.00	\$ 6,800.00
30	Cut and cap existing 6-inch water line, complete	8	Each	\$ 1,000.00	\$ 8,000.00	\$ 1,900.00	\$ 15,200.00	\$ 2,790.00	\$ 22,320.00	\$ 1,550.00	\$ 12,400.00	\$ 6,800.00	\$ 54,400.00
31	Abandon and remove existing 2-inch meter assembly at existing Cornerstone Property (Old Smyrna Rd.), complete	1	Lump Sum	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,010.00	\$ 1,010.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
32	Reconnect existing residential service line to new water line, provide new meter box, new in- line ball valve and reinstall existing water meter with connection to exiting house service line, complete	112	Each	\$ 1,200.00	\$ 134,400.00	\$ 895.00	\$ 100,240.00	\$ 3,390.00	\$ 379,680.00	\$ 1,375.00	\$ 154,000.00	\$ 2,500.00	\$ 280,000.00
33	Furnish and install new line-setter at new meter box assembly where directly by Owner, complete	12	Each	\$ 1,000.00	\$ 12,000.00	\$ 950.00	\$ 11,400.00	\$ 1,140.00	\$ 13,680.00	\$ 1,300.00	\$ 15,600.00	\$ 2,500.00	\$ 30,000.00
34	Reconnect existing 1.25- inch PVC pressure sewer line to new 2-inch PVC sewer force main, complete	4	Each	\$ 1,000.00	\$ 4,000.00	\$ 1,500.00	\$ 6,000.00	\$ 3,160.00	\$ 12,640.00	\$ 2,000.00	\$ 8,000.00	\$ 4,500.00	\$ 18,000.00
35	Reconnect new 2-inch PVC sewer force main to existing force main, complete	1	Lump Sump	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,680.00	\$ 3,680.00	\$ 7,000.00	\$ 7,000.00	\$ 6,500.00	\$ 6,500.00
36	Removal of existing valve and valve box including site restoration, complete	15	Each	\$ 500.00	\$ 7,500.00	\$ 350.00	\$ 5,250.00	\$ 1,520.00	\$ 22,800.00	\$ 500.00	\$ 7,500.00	\$ 600.00	\$ 9,000.00
37	Roadway pavement trench repair (6 inches of B- Mod asphaltic binder, placed in 2- 3 inch compacted lifts)	1250	Square Yards	\$ 95.00	\$ 118,750.00	\$ 90.00	\$ 112,500.00	\$ 99.00	\$ 123,750.00	\$ 110.00	\$ 137,500.00	\$ 175.00	\$ 218,750.00
38	Concrete extruded curb (8")	500	Linear Feet	\$ 25.00	\$ 12,500.00	\$ 30.00	\$ 15,000.00	\$ 12.80	\$ 6,400.00	\$ 25.00	\$ 12,500.00	\$ 88.00	\$ 44,000.00
39	Concrete Driveway Repair, plain concrete	1300	Square Feet	\$ 12.00	\$ 15,600.00	\$ 12.00	\$ 15,600.00	\$ 12.23	\$ 15,899.00	\$ 20.00	\$ 26,000.00	\$ 12.00	\$ 15,600.00
40	Concrete Driveway Repair, exposed aggregate concrete	3900	Square Feet	\$ 15.00	\$ 58,500.00	\$ 14.00	\$ 54,600.00	\$ 18.10	\$ 70,590.00	\$ 22.00	\$ 85,800.00	\$ 12.00	\$ 46,800.00
41	Asphalt Driveway Repair, to match existing driveway asphalt depth	3950	Square Feet	\$ 8.00	\$ 31,600.00	\$ 7.00	\$ 27,650.00	\$ 12.00	\$ 47,400.00	\$ 10.00	\$ 39,500.00	\$ 12.00	\$ 47,400.00
42	Seeding (All disturbed area including new water lines and new water service lines)	14000	Linear Feet	\$ 8.00	\$ 112,000.00	\$ 1.75	\$ 24,500.00	\$ 1.80	\$ 25,200.00	\$ 20.00	\$ 280,000.00	\$ 6.00	\$ 84,000.00

43	Erosion Control Silt Fence, complete	10700	Linear Feet	\$ 3.00	\$ 32,100.00	\$ 2.50	\$ 26,750.00	\$ 2.70	\$ 28,890.00	\$ 4.00	\$ 42,800.00	\$ 3.85	\$ 41,195.00
44	Straw wattle erosion control devices at storm inlets	5	Each	\$ 200.00	\$ 1,000.00	\$ 165.00	\$ 825.00	\$ 174.00	\$ 870.00	\$ 600.00	\$ 3,000.00	\$ 300.00	\$ 1,500.00
45	Stone Check Dam erosion control devices, complete	102	Each	\$ 50.00	\$ 5,100.00	\$ 350.00	\$ 35,700.00	\$ 330.00	\$ 33,660.00	\$ 500.00	\$ 51,000.00	\$ 300.00	\$ 30,600.00
46	Erosion Control Phases 1A, 1B & 1C	1	Lump Sum	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 23,670.00	\$ 23,670.00	\$ 5,000.00	\$ 5,000.00	\$ 345,000.00	\$ 345,000.00
47	Concrete encasement	50	Linear Feet	\$ 100.00	\$ 5,000.00	\$ 75.00	\$ 3,750.00	\$ 216.00	\$ 10,800.00	\$ 200.00	\$ 10,000.00	\$ 80.00	\$ 4,000.00
48	Fencing for ROW/property line delineation where directed by Owner and Engineer	125	Linear Feet	\$ 5.00	\$ 625.00	\$ 2.00	\$ 250.00	\$ 6.20	\$ 775.00	\$ 10.00	\$ 1,250.00	\$ 9.00	\$ 1,125.00
49	Traffic control and traffic control signage for Phases 1A, 1B & 1C	1	Lump Sum	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 35,060.00	\$ 35,060.00	\$ 25,000.00	\$ 25,000.00	\$ 335,000.00	\$ 335,000.00
50	Casting adjustment (storm inlets, utility valves or manholes) to accommodate pavement repair	8	Each	\$ 200.00	\$ 1,600.00	\$ 850.00	\$ 6,800.00	\$ 1,820.00	\$ 14,560.00	\$ 1,500.00	\$ 12,000.00	\$ 850.00	\$ 6,800.00
51	Driveway Culvert Replacement (15"dia. or 18" dia., 16 ga. CMP or HDPE N-12 corrugated with smooth interior, complete	375	Linear Feet	\$ 35.00	\$ 13,125.00	\$ 113.00	\$ 42,375.00	\$ 116.00	\$ 43,500.00	\$ 150.00	\$ 56,250.00	\$ 145.00	\$ 54,375.00
52	Mobilization and Bonds, all work phases	1	Lump Sum	\$ 75,000.00	\$ 75,000.00	\$ 76,000.00	\$ 76,000.00	\$ 127,175.00	\$ 127,175.00	\$ 240,000.00	\$ 240,000.00	\$ 468,000.00	\$ 468,000.00
Phase 2 and 3													
53	Pre- Construction Video (Phases 2 and 3)	1	Lump Sum	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,370.00	\$ 1,370.00	\$ 2,500.00	\$ 2,500.00	\$ 46,000.00	\$ 46,000.00
54	8" Class 52 DIP Water Line, open-cut installation outside roadway including restrained joint pipe where noted on plans of otherwise directed	1360	LF	\$ 95.00	\$ 129,200.00	\$ 105.00	\$ 142,800.00	\$ 123.00	\$ 167,280.00	\$ 168.00	\$ 228,480.00	\$ 220.00	\$ 299,200.00
55	8" Class 52 DIP Water Line, open-cut installation inside roadway including restrained joint pipe where noted on plans or otherwise directed	180	LF	\$ 120.00	\$ 21,600.00	\$ 150.00	\$ 27,000.00	\$ 208.00	\$ 37,440.00	\$ 210.00	\$ 37,800.00	\$ 330.00	\$ 59,400.00
56	6" Class 52 DIP Water Line, open-cut installation outside roadway including restrained joint pipe where noted on plans or as otherwise directed	7000	LF	\$ 95.00	\$ 665,000.00	\$ 90.00	\$ 630,000.00	\$ 101.00	\$ 707,000.00	\$ 148.00	\$ 1,036,000.00	\$ 225.00	\$ 1,575,000.00
57	6" Class 52 DIP Water Line, open-cut installation inside roadway including restrained joint pipe where noted on plans or as otherwise directed	1220	LF	\$ 115.00	\$ 140,300.00	\$ 125.00	\$ 152,500.00	\$ 130.00	\$ 158,600.00	\$ 188.00	\$ 229,360.00	\$ 225.00	\$ 274,500.00
58	Box Culvert Crossing, Davis Drive, complete	1	Lump Sum	\$ 20,000.00	\$ 20,000.00	\$ 33,500.00	\$ 33,500.00	\$ 11,420.00	\$ 11,420.00	\$ 32,000.00	\$ 32,000.00	\$ 136,000.00	\$ 136,000.00
59	Box Culvert Crossing, Shenandoah Drive, complete	1	Lump Sum	\$ 20,000.00	\$ 20,000.00	\$ 22,000.00	\$ 22,000.00	\$ 11,420.00	\$ 11,420.00	\$ 32,000.00	\$ 32,000.00	\$ 136,000.00	\$ 136,000.00
60	Ductile Iron Fittings	4000	Pounds	\$ 8.00	\$ 32,000.00	\$ 5.00	\$ 20,000.00	\$ 8.70	\$ 34,800.00	\$ 1.00	\$ 4,000.00	\$ 8.00	\$ 32,000.00
61	8-inch Mega- lug style restraint devices	30	Each	\$ 125.00	\$ 3,750.00	\$ 125.00	\$ 3,750.00	\$ 310.00	\$ 9,300.00	\$ 145.00	\$ 4,350.00	\$ 80.00	\$ 2,400.00
62	6-inch Mega- lug style restraint devices	200	Each	\$ 100.00	\$ 20,000.00	\$ 100.00	\$ 20,000.00	\$ 258.00	\$ 51,600.00	\$ 110.00	\$ 22,000.00	\$ 60.00	\$ 12,000.00
63	8-inch Gate Valve with valve box, complete	4	Lump Sum	\$ 2,800.00	\$ 11,200.00	\$ 2,600.00	\$ 10,400.00	\$ 3,370.00	\$ 13,480.00	\$ 2,800.00	\$ 11,200.00	\$ 3,500.00	\$ 14,000.00
64	6-inch Gate Valve with valve box, complete	25	Lump Sum	\$ 2,300.00	\$ 57,500.00	\$ 2,000.00	\$ 50,000.00	\$ 2,640.00	\$ 66,000.00	\$ 2,000.00	\$ 50,000.00	\$ 2,200.00	\$ 55,000.00
65	1-inch or 2- inch temporary test taps, complete including installation and removal upon completion of use	5	Each	\$ 800.00	\$ 4,000.00	\$ 1,500.00	\$ 7,500.00	\$ 2,970.00	\$ 14,850.00	\$ 1,000.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00

66	Fire hydrant assembly including hydrant tee, anchor couplings, 6- inch gate valve with valve box, complete	18	Each	\$ 7,500.00	\$ 135,000.00	\$ 7,700.00	\$ 138,600.00	\$ 11,310.00	\$ 203,580.00	\$ 9,000.00	\$ 162,000.00	\$ 6,500.00	\$ 117,000.00
67	Removal of existing fire hydrant assembly including site restoration	10	Each	\$ 500.00	\$ 5,000.00	\$ 750.00	\$ 7,500.00	\$ 2,110.00	\$ 21,100.00	\$ 500.00	\$ 5,000.00	\$ 600.00	\$ 6,000.00
68	3/4-inch PEXa water service line installed by open-cut	3500	LF	\$ 18.00	\$ 63,000.00	\$ 30.00	\$ 105,000.00	\$ 56.00	\$ 196,000.00	\$ 55.00	\$ 192,500.00	\$ 60.00	\$ 210,000.00
69	Connect to existing 6-inch water line at Line G, Oden Ct at Wilson Pike., complete	1	Lump Sum	\$ 3,000.00	\$ 3,000.00	\$ 8,500.00	\$ 8,500.00	\$ 10,520.00	\$ 10,520.00	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00
70	Connect to existing 6-inch water line at Line E, Hedgewood Dr. at Wilson Pike, complete	1	Lump Sum	\$ 3,000.00	\$ 3,000.00	\$ 9,500.00	\$ 9,500.00	\$ 11,780.00	\$ 11,780.00	\$ 11,000.00	\$ 11,000.00	\$ 6,500.00	\$ 6,500.00
71	Cut and cap existing 6-inch water line, complete	7	Each	\$ 500.00	\$ 3,500.00	\$ 1,900.00	\$ 13,300.00	\$ 2,790.00	\$ 19,530.00	\$ 1,550.00	\$ 10,850.00	\$ 6,500.00	\$ 45,500.00
72	Reconnect existing residential service line to new water line, provide new meter box, new in- line ball valve and reinstall existing water meter with connection to exiting house service line, complete	88	Each	\$ 1,200.00	\$ 105,600.00	\$ 895.00	\$ 78,760.00	\$ 3,390.00	\$ 298,320.00	\$ 1,375.00	\$ 121,000.00	\$ 2,500.00	\$ 220,000.00
73	Furnish and install new line-setter at new meter box assembly where directly by Owner, complete	12	Each	\$ 800.00	\$ 9,600.00	\$ 950.00	\$ 11,400.00	\$ 1,140.00	\$ 13,680.00	\$ 1,300.00	\$ 15,600.00	\$ 2,500.00	\$ 30,000.00
74	Removal of existing valve and valve box including site restoration, complete	15	Each	\$ 500.00	\$ 7,500.00	\$ 350.00	\$ 5,250.00	\$ 1,520.00	\$ 22,800.00	\$ 500.00	\$ 7,500.00	\$ 1,200.00	\$ 18,000.00
75	Roadway pavement trench repair (6 inches of B- Mod asphaltic binder, placed in 2- 3 inch compacted lifts)	900	Square Yards	\$ 95.00	\$ 85,500.00	\$ 90.00	\$ 81,000.00	\$ 99.00	\$ 89,100.00	\$ 110.00	\$ 99,000.00	\$ 175.00	\$ 157,500.00
76	Concrete Driveway Repair, plain concrete	1740	Square Feet	\$ 12.00	\$ 20,880.00	\$ 12.00	\$ 20,880.00	\$ 12.23	\$ 21,280.20	\$ 20.00	\$ 34,800.00	\$ 12.00	\$ 20,880.00
77	Concrete Driveway Repair, exposed aggregate concrete	5220	Square Feet	\$ 15.00	\$ 78,300.00	\$ 14.00	\$ 73,080.00	\$ 18.10	\$ 94,482.00	\$ 22.00	\$ 114,840.00	\$ 12.00	\$ 62,640.00
78	Asphalt Driveway Repair, to match existing driveway asphalt depth	3250	Square Feet	\$ 8.00	\$ 26,000.00	\$ 7.00	\$ 22,750.00	\$ 12.00	\$ 39,000.00	\$ 10.00	\$ 32,500.00	\$ 12.00	\$ 39,000.00
79	Seeding (All disturbed area including new water lines and new water service lines)	11600	LF	\$ 8.00	\$ 92,800.00	\$ 1.75	\$ 20,300.00	\$ 1.80	\$ 20,880.00	\$ 20.00	\$ 232,000.00	\$ 6.00	\$ 69,600.00
80	Erosion Control Silt Fence, complete	8700	LF	\$ 3.00	\$ 26,100.00	\$ 2.50	\$ 21,750.00	\$ 2.70	\$ 23,490.00	\$ 4.00	\$ 34,800.00	\$ 3.85	\$ 33,495.00
81	Straw wattle erosion control devices at storm inlets	2	Each	\$ 200.00	\$ 400.00	\$ 165.00	\$ 330.00	\$ 174.00	\$ 348.00	\$ 600.00	\$ 1,200.00	\$ 300.00	\$ 600.00
82	Stone Check Dam erosion control devices, complete	70	Each	\$ 50.00	\$ 3,500.00	\$ 350.00	\$ 24,500.00	\$ 330.00	\$ 23,100.00	\$ 500.00	\$ 35,000.00	\$ 300.00	\$ 21,000.00
83	Erosion Control Phases 2 & 3	1	Lump Sum	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 19,720.00	\$ 19,720.00	\$ 5,000.00	\$ 5,000.00	\$ 345,000.00	\$ 345,000.00
84	Fencing for ROW/property line delineation where directed by Owner and Engineer	125	LF	\$ 5.00	\$ 625.00	\$ 2.00	\$ 250.00	\$ 6.20	\$ 775.00	\$ 10.00	\$ 1,250.00	\$ 9.00	\$ 1,125.00
85	Traffic control and traffic control signage for Phases 2 & 3	1	Lump Sum	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 29,050.00	\$ 29,050.00	\$ 25,000.00	\$ 25,000.00	\$ 445,000.00	\$ 445,000.00
86	Casting adjustment (storm inlets, utility valves or manholes) to accommodate pavement repair	4	Each	\$ 200.00	\$ 800.00	\$ 850.00	\$ 3,400.00	\$ 1,820.00	\$ 7,280.00	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00
87	Driveway Culvert Replacement (15" dia. or 18" dia., 16 ga. CMP or HDPE N-12 corrugated with smooth interior, complete	375	LF	\$ 35.00	\$ 13,125.00	\$ 113.00	\$ 42,375.00	\$ 116.00	\$ 43,500.00	\$ 150.00	\$ 56,250.00	\$ 145.00	\$ 54,375.00
Allowances For All Phases													
88	Allowances for Approved Work Directives Where Directed by Owner and Engineer	1	Lump Sum	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00

89	Landscape Allowance for Approved Landscape Replacement Where Directed by Owner and Engineer	1	Lump Sum	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
90	Ductile Iron Pipe Surcharge Allowance	1	Lump Sum	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
91	US Bureau of Labor Statistics, Consumer Price Index Adjustment Allowance (Phase 2 only)	1	Lump Sum	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
DIP Scrap Iron Rate Adjusment													
92	Fastmarkets - Busheling Chicago #1 Scrap Rate on Bid Date (per ton)		\$/long ton	\$ 700.00	\$ 0.00	\$ 539.00	\$ 0.00	\$ 585.00	\$ 0.00	\$ 670.00	\$ 0.00	\$ 0.41	\$ 0.00
Total Base Bid					\$4,924,730.00		\$4,925,265.00		\$6,468,199.20		\$7,467,610.00		\$11,137,160.00

I do hereby certify this to be a true and correct representation of the bids.

Keith Davis, PE



**ANNUAL WATER LINE REPLACEMENT PROG.
CARONDELET AREA, NORTH & SOUTH
PROJECT MAP**

Phase I - North:
Red - Replace 11,765 ft.
of 6" and 12" pipe.

Phase II - South:
Yellow - Replace 9,700 ft.
of 6" pipe.

