



**Agenda for the Regular Meeting of Board of Commissioners
Tuesday, January 9, 2024 - 7:00 pm
Brentwood City Hall**

Call to Order by Mayor
Roll Call
Invocation by Commissioner Dunn
Pledge of Allegiance to the Flag by Mayor Gorman
Oath of Office for Police Officer - Jazmine Valdez

Approval or Correction of Minutes

December 11, 2023

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. A sign-in sheet will be provided fifteen (15) minutes prior to the start of the meeting. Anyone wishing to speak may, but are not required to, sign in.*

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 2024-02 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION FOR RELOCATION OF ELECTRIC FACILITIES FOR THE RAGSDALE ROAD WIDENING PROJECT, for adoption
2. Resolution 2024-03 - A RESOLUTION ACCEPTING CERTAIN STREETS WITHIN THE CITY LIMITS AS PUBLIC STREETS

3. Resolution 2024-04 - A RESOLUTION AUTHORIZING A CHANGE ORDER WITH AMERICAN CONSTRUCTORS, INC. FOR FIRE STATION 5 CONSTRUCTION, for adoption
4. Resolution 2024-05 - A RESOLUTION ACCEPTING A PUBLIC ACCESS EASEMENT FROM ANNA HOLDINGS, LLC FOR A TRAIL SEGMENT LOCATED IN THE ARTERIAL ROAD BUFFER AND THE PERMANENT OPEN SPACE FOR THE ANNA SUBDIVISION, for adoption
5. Resolution 2024-06 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH FRANKLIN MARRIOTT COOL SPRINGS FOR 2024 ANNUAL EMPLOYEE RECOGNITION DINNER, for adoption
6. Approval to purchase seven (7) vehicles for the Police Department
7. Approval to purchase portable radio batteries

Old Business

1. Other old business

New Business

1. Other new business
 - a. Notice of future appointment of two (2) members to the Board of Zoning Appeals (for information only)



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: 01/09/2024

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 December 11, 2023 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, December 11, 2023 at 7:00 pm at Brentwood City Hall.

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

Absent: Commissioner Anne Dunn

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

Present: City Recorder Holly Earls

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

Approval or Correction of Minutes

November 27, 2023

Moved by Commissioner Susannah Macmillan for approval of the minutes as written, seconded by Commissioner Allison Spears

Vote: 6 - 0 Approved - Unanimously

Consent Agenda

Resolution 2023-123 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH BRIGHTVIEW LANDSCAPES, LLC FOR LANDSCAPE MAINTENANCE SERVICES AT POLICE DEPARTMENT HEADQUARTERS, for adoption

Resolution 2023-124 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH HOMESTEAD TIMBER FRAMES FOR DESIGN AND CONSTRUCTION OF A PAVILION AT CROCKETT PARK, for adoption

Resolution 2023-125 - A RESOLUTION AUTHORIZING A CHANGE ORDER WITH CUNNINGHAM CONSTRUCTION FOR WATER TANK IMPROVEMENT PROJECT, for adoption

Cancellation of Board of Commissioners' meeting scheduled for December 18, 2023

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

Vote: 6 - 0 Approved - Unanimously

New Business

Resolution 2023-126 - A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH BRENTWOOD BASEBALL, INC., FOR TURF FIELD II INSTALLATION AT CROCKETT PARK, for adoption

Moved by Vice Mayor Ken Travis for approval, seconded by Mayor Mark Gorman

Vote: 6 - 0 Approved - Unanimously

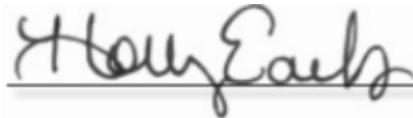
Approval to purchase synthetic turf fields for Crockett Park

Moved by Commissioner Nelson Andrews for approval, seconded by Vice Mayor Ken Travis

Vote: 6 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:25 pm.

APPROVED _____

A handwritten signature in cursive script, reading "Holly Earls", written over a horizontal line.

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 01/09/2024

Res 2024-02 - Agreement with Middle Tennessee Electric for Relocation of Electric Facilities for Ragsdale Road Widening

Submitted by: Sarah Totty, Engineering

Department: Engineering

Information

Subject

Resolution 2024-02 - Authorizing Agreement with Middle Tennessee Electric (MTE) for Relocation of Electric Facilities for the Ragsdale Road Widening Project.

Background

The City is in the right-of-way acquisition phase of preparations to begin work on the Ragsdale Road widening project. During the construction phase of most roadway projects, utilities must be relocated and moved in order to build the project as designed.

Middle Tennessee Electric (MTE) has poles that are in conflict with the proposed road improvements. The MTE lines and poles are presently partially outside the existing right-of-way along Ragsdale Road. Therefore, it is the City's responsibility to cost share in the MTE relocation. The easement acquisition costs are to be reimbursed 100% due to the location of easements needed, and the construction relocation costs reimbursed at 43% based on the new line and poles proposed in the exhibit within the relocation agreement. The easement cost is estimated at \$20,000.00 and the reimbursable construction cost \$104,232.83 for a total estimated City portion due to MTE of \$124,232.83.

The exhibit shows the poles and lines to be installed (shown in red on the exhibit map). The green poles and lines shown in the exhibit are to be removed. Approving the agreement prior to construction will allow the easements to be obtained and relocation plans approved. This will assist in streamlining construction to mitigate delays.

Staff believes it is in the City's best interest to enter into the proposed agreement with MTE.

Please contact the Engineering Director if you have any questions about this matter.

Staff Recommendation

Staff recommends approval of the agreement with Middle Tennessee Electric (MTE).

Previous Commission Action

The Ragsdale Road Improvement project is included in the current Capital Improvements Program budget, and the original design services agreement for the Ragsdale Road Widening Project was passed with Resolution 2021-108 on September 27, 2021. Right-of-way acquisition for the project is underway as approved by Resolution 2022-62, June of 2022.

Fiscal Impact

Amount : \$124,232.83

Source of Funds: Capital Projects Fund

Account Number: 311-43100-1050

Fiscal Impact:

Funds are available in the FY 2024 adopted Capital Projects Fund budget for this purpose.

Attachments

Resolution 2024-02

COB Contract # 2023-183

RESOLUTION 2024-02

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND THE MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION FOR RELOCATION OF ELECTRIC FACILITIES FOR THE RAGSDALE ROAD WIDENING 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 Middle Tennessee Electric Membership Corporation for relocation of electric facilities for the Ragsdale Road Widening 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 Mark W. Gorman

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

**MTE RELOCATION AGREEMENT
FOR THE CITY OF BRENTWOOD;
Ragsdale Rd Road Widening
Contract No.: 16154677
COB Contract No.**

THIS AGREEMENT is made and entered into on this the ___ day of _____, 2023, by and between the City of Brentwood, Tennessee ("City") and Middle Tennessee Electric Membership Corporation ("MTE").

WITNESSETH:

WHEREAS, the City plans to construct roadway widening to Ragsdale Rd, Brentwood, Tennessee (the "Project"), as shown on construction plans prepared by Middle Tennessee Electric Membership Corp. (attached hereto as Exhibit A); and

WHEREAS, the Electric Facilities must be relocated to accommodate the Project; and

WHEREAS, pursuant to the Project, 57 percent of the Electric Facilities are located on public highway right-of-way and 43 percent are located on private utility right-of-way; and

WHEREAS, the relocation of Electric Facilities will be designed and constructed by MTE or MTE's contractor; and

WHEREAS, the City will approve final design plans to ensure the Electric Facilities are relocated in a manner to accommodate the Project.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. MTE shall be solely responsible for acquiring all MTE easements outside of the available public rights-of-way as may be needed to construct its Electric Facilities (the "Easement Acquisitions"). The City agrees to occasionally assist when requested by MTE in the acquisition of such easements by facilitating discussions with certain landowners.
3. The City will reimburse MTE for 100% of the costs of the Easement Acquisitions, which shall include survey, appraisal, and condemnation costs, and any other cost related to the acquisition of necessary easements.
4. The City will reimburse MTE for all other costs related to the relocation of its facilities on private right-of-way, in an amount estimated to be \$124,232.83 which is the City's proportionate share (43%) of the total construction costs, including but not limited to

labor, materials, engineering, and inspection ("Construction Costs"). Costs reimbursed by the City pursuant to this Section 4 shall be actual costs expended by MTE, regardless of whether such costs are more or less than the estimated cost as shown in Exhibit B - Estimated Total Construction Costs. The Construction Costs shall not include costs for labor, materials, or engineering incurred to provide a betterment to the MTE system, except as may be required to comply with applicable codes and regulations, or in accordance with MTE Electrical Service Guidelines.

5. The City acknowledges and agrees that no construction will commence until: a.) the City has approved MTE's relocation plans and all cost estimates associated therewith, and any related amendments thereto; and b.) all Easement Acquisitions have been completed in MTE's sole discretion.
6. MTE shall have the responsibility to inspect all items of installation of MTE's new facilities to be performed by its Contractor to ensure that the installation of the new Electric Facilities is completed in accordance with this Agreement, the approved plans, MTE's technical specifications and all applicable specifications and safety codes.
7. This Agreement is subject to the appropriation and availability of City funds. In the event that the funds are not appropriated or are otherwise unavailable or the City cancels the Project for any reason, the City reserves the right to terminate this Agreement upon written notice to the MTE. Said termination shall not be deemed a breach of contract by the City. Upon such termination, the City will reimburse MTE for the actual cost(s) incurred through the date of termination, of the Easement Acquisitions and Construction Costs, whether incurred for public or private right-of-way, but only if MTE provides reasonable documentation for all such cost(s).
8. This Agreement may be modified by the parties only by a written amendment specifically citing the paragraph within this Agreement to be amended.
9. MTE shall comply with all applicable federal, state and local laws and regulations in the performance of its duties under this Agreement.
10. MTE may submit periodic invoices to the City during the course of the relocation, which invoices shall be payable within thirty (30) days after receipt of same by the City. Within one (1) year of completion of the relocation of Electric Facilities, MTE and the City shall settle on a final billing. MTE will provide reasonable documentation for all such costs.
11. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition, or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
12. MTE agrees to timely review the plans as provided by the City. MTE approvals of such plans will not be unreasonably withheld.


13. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
14. If any terms, covenants, conditions, or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
15. The City and MTE agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), or by nationally recognized overnight delivery service (such as FedEx or UPS), addressed to the respective party at the appropriate address as set forth below or to such other party or address as may be hereafter specified by written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF BRENTWOOD, TENNESSEE

MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION

By: _____
 Print: _____
 Mayor
 Date: _____

By:  _____
 Print: Brad Gibson
 Title: Chief Operating Officer
 Date: 12/1/2023

Attest

By:
 Print
 Title:
 Date:

Estimate

Date: 10/25/2023

Project No.:

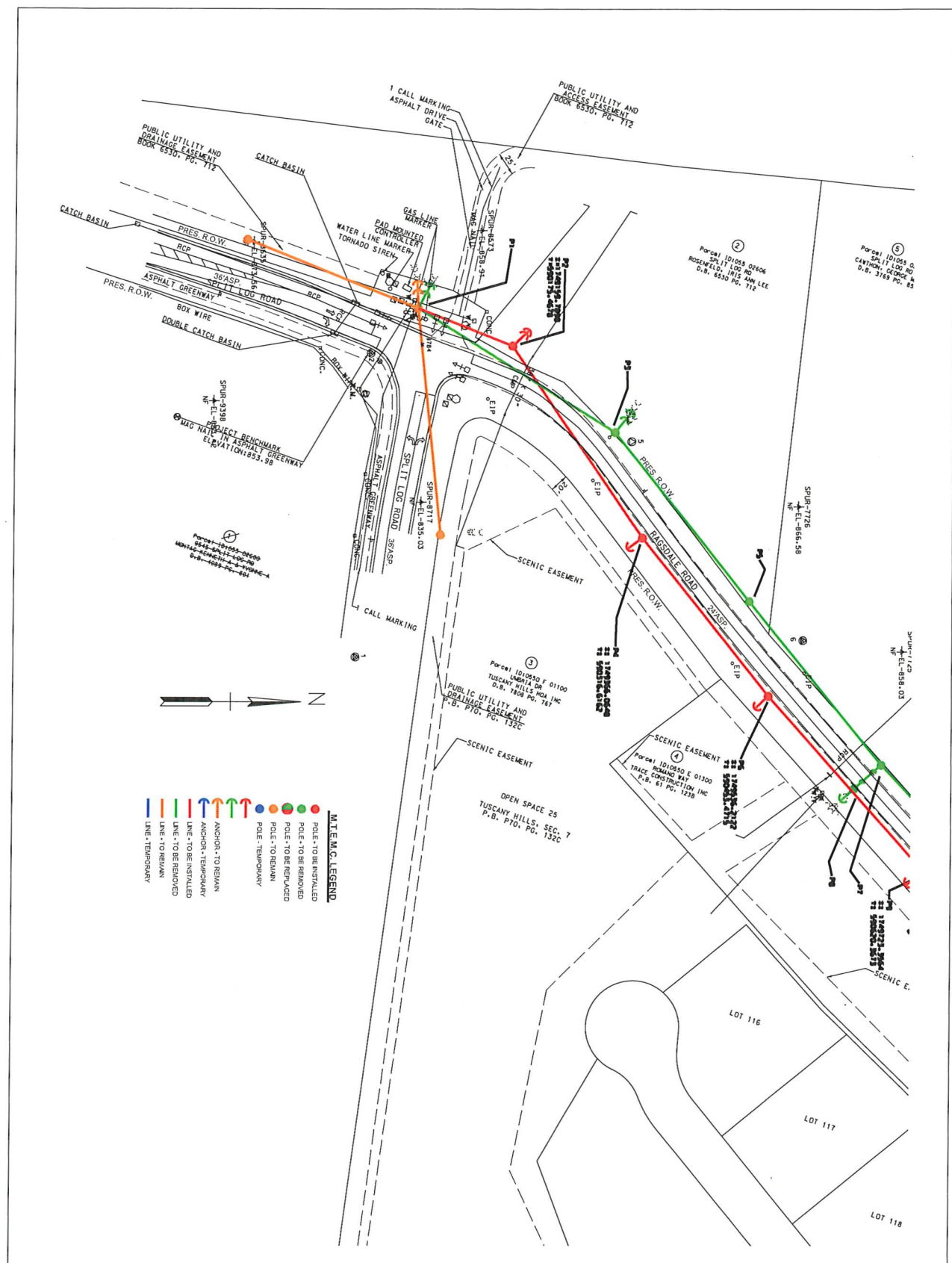
County: Williamson County

Relocation of lines to clear construction:

City of Brentwood - Ragsdale Rd

W.O. 16154677

Number of Poles on Private Right of Way		6
Number of Poles on Public Right of Way		8
Total		<u>14</u>
(A) 1. Engineering	\$	11,000.00
2. Labor and Engineering Overhead	\$	8,573.40
3. Contractor Labor	\$	92,375.31
4. Transportation	\$	300.00
5. Right of Way (Tree Trimming)	\$	65,000.00
6. Material	\$	65,153.23
	<u>Total A</u>	<u>\$ 242,401.94</u>
<u>Less Betterment</u>		
(B) 1. Less Material Used	\$ -	
Less Betterment Labor	\$ -	
	<u>Total B</u>	<u>\$ -</u>
Grand Total A - B		<u>\$ 242,401.94</u>
43% of Total Engineering Cost due Middle Tennessee EMC		<u>\$ 104,232.83</u>
Estimated Easement Costs		<u>\$ 20,000.00</u>
Total Estimated Due Middle Tennessee EMC		<u>\$ 124,232.83</u>



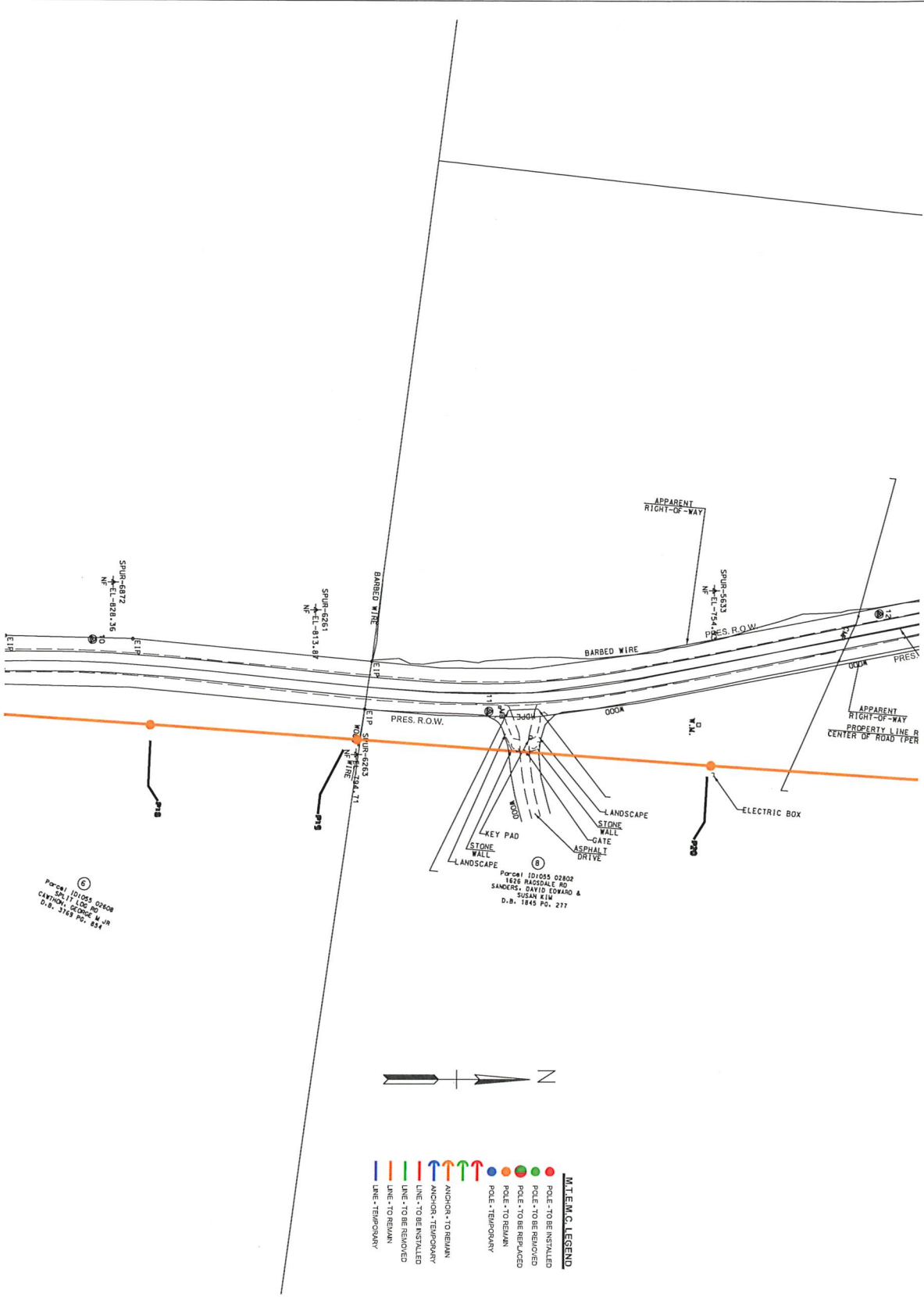
- M.I.T.E.M.C. LEGEND**
- POLE - TO BE INSTALLED
 - POLE - TO BE REMOVED
 - POLE - TO BE REPLACED
 - POLE - TO REMAIN
 - POLE - TEMPORARY
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 - ▲ ANCHOR - TEMPORARY

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2023	18022045	001

CITY OF BRENTWOOD
PROPOSED LAYOUT
 SCALE: 1"=100'
 COORDINATES AND ELEVATIONS ARE REFERENCED TO THE NORTH DATUM AND THE TOBN, TO THE NATIONAL DATUM (NAD 83).
 ALL ELEVATIONS ARE REFERENCED TO THE NATIONAL DATUM (NAD 83).
 SEALED BY _____
 DATE _____

TYPE	YEAR	PROJECT NO.	SHEET
R.O.W.	2023	18022045	003

- M.T.E.M.C. LEGEND**
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 - POLE - TO BE REMOVED
 - POLE - TO BE REPLACED
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 - POLE - TEMPORARY
 - POLE - TEMPORARY
 - ANCHOR - TO REMAIN
 - ANCHOR - TEMPORARY
 - LINE - TO BE INSTALLED
 - LINE - TO BE REMOVED
 - LINE - TEMPORARY



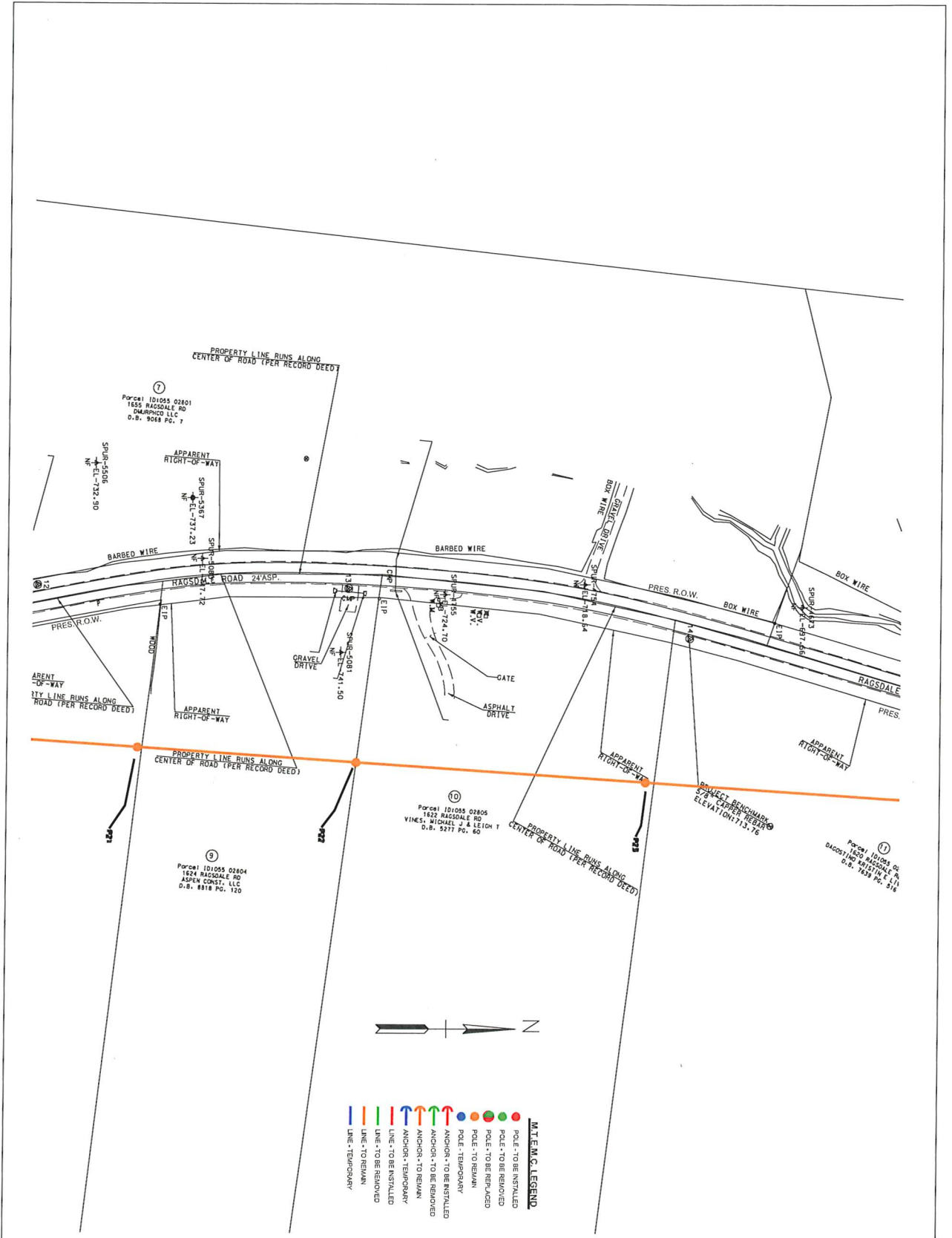
SEAL BY

COORDINATES ARE NAD 83(2011), ARE OF 1000000 AND SHOWN TO 5 DECIMALS. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 83(2011) GEOD 17M.

CITY OF BRENTWOOD

PROPOSED LAYOUT

SCALE: 1"=100'



- UTILITY LEGEND**
- POLE - TO BE INSTALLED
 - POLE - TO BE REMOVED
 - POLE - TO BE REPLACED
 - POLE - TO REMAIN
 - POLE - TEMPORARY
 - ANCHOR - TO BE INSTALLED
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 - ANCHOR - TO REMAIN
 - ANCHOR - TEMPORARY
 - LINE - TO BE INSTALLED
 - LINE - TO BE REMOVED
 - LINE - TO REMAIN
 - LINE - TEMPORARY



TYPE	YEAR	PROJECT NO.	SHEET
R.O.W.	2023	18022045	004

SEAL BY _____

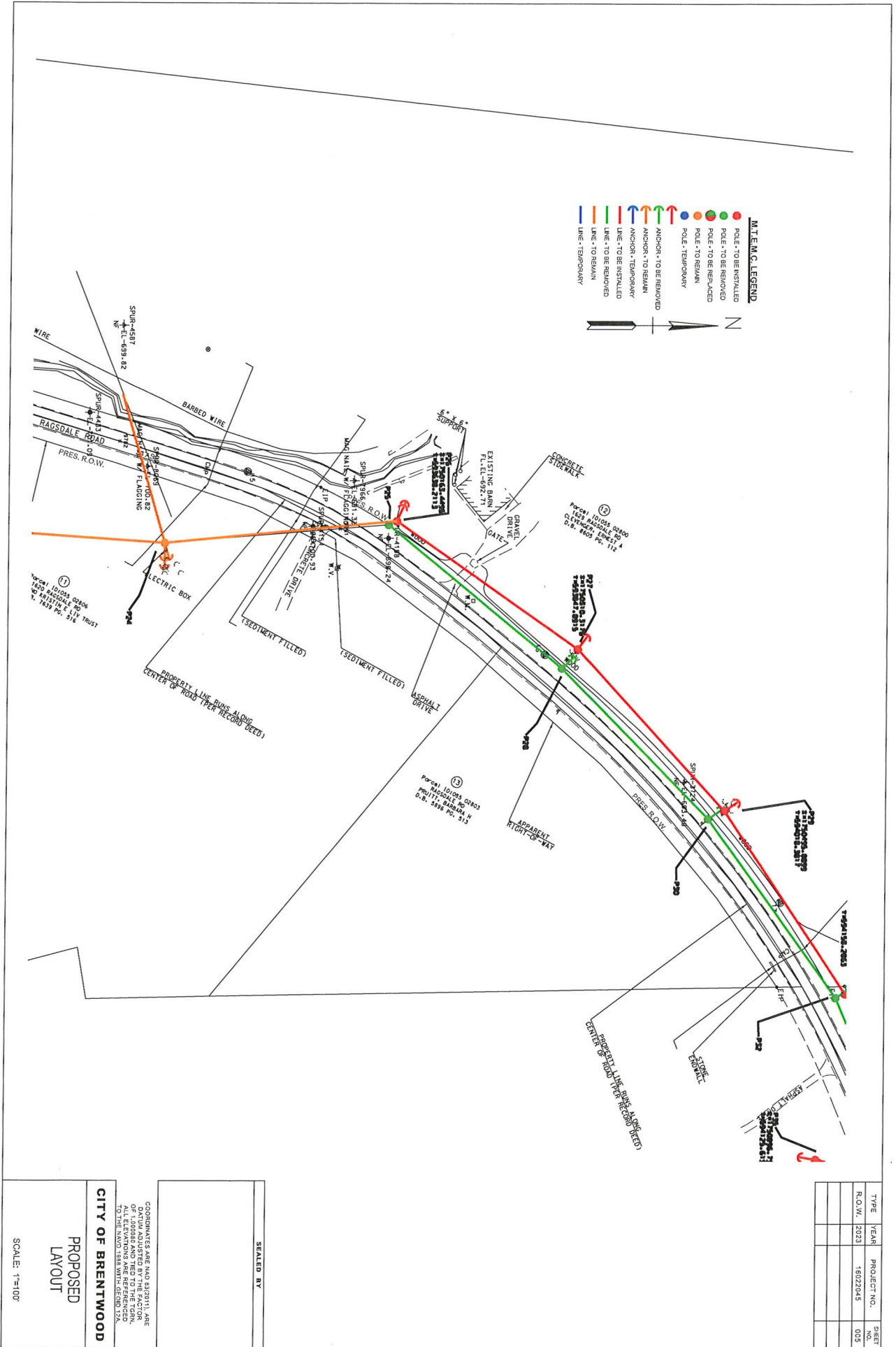
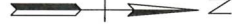
COORDINATES ARE NAD 83(2011), ARE OF 1,000,000 AND TIED TO THE CORNER OF 1,000,000 AND REFERENCED TO THE BOUNDARY WITH GRID 12A.

CITY OF BRENTWOOD

PROPOSED LAYOUT

SCALE: 1"=100'

- M.I.E.M.C. LEGEND**
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 - POLE - TO BE REMOVED
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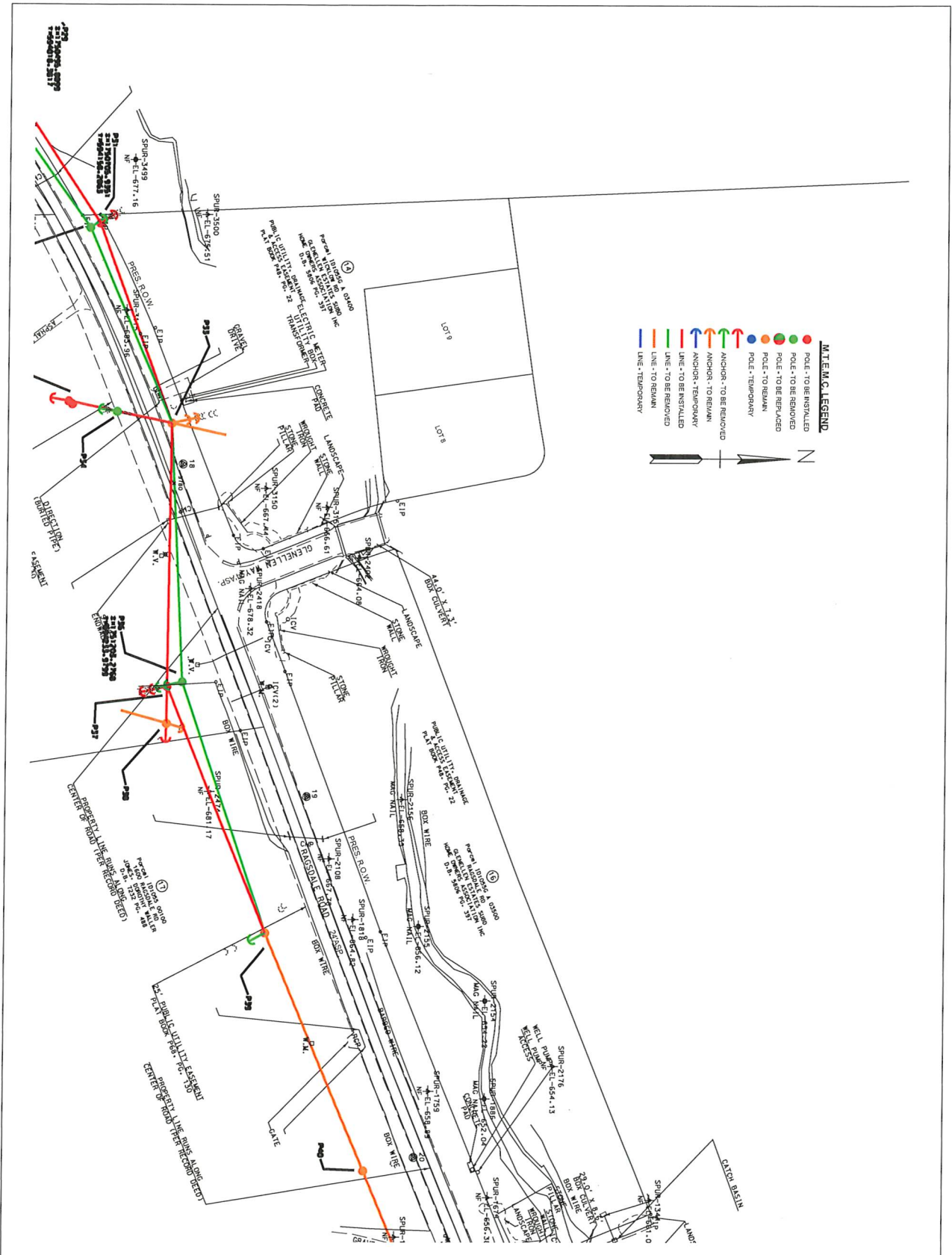


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 TO THE TORN. TORN. ELEV. 1250.125

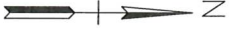
CITY OF BRENTWOOD
PROPOSED
LAYOUT

SCALE: 1"=100'

SEALED BY



- ITEM C LEGEND**
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 - POLE - TO BE REMOVED
 - POLE - TO BE REPLACED
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 - ANCHOR - TO BE REMOVED
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 - ANCHOR - TEMPORARY
 - LINE - TO BE INSTALLED
 - LINE - TO BE REMOVED
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 - LINE - TEMPORARY



TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2023	16022945	006

SEALD BY _____

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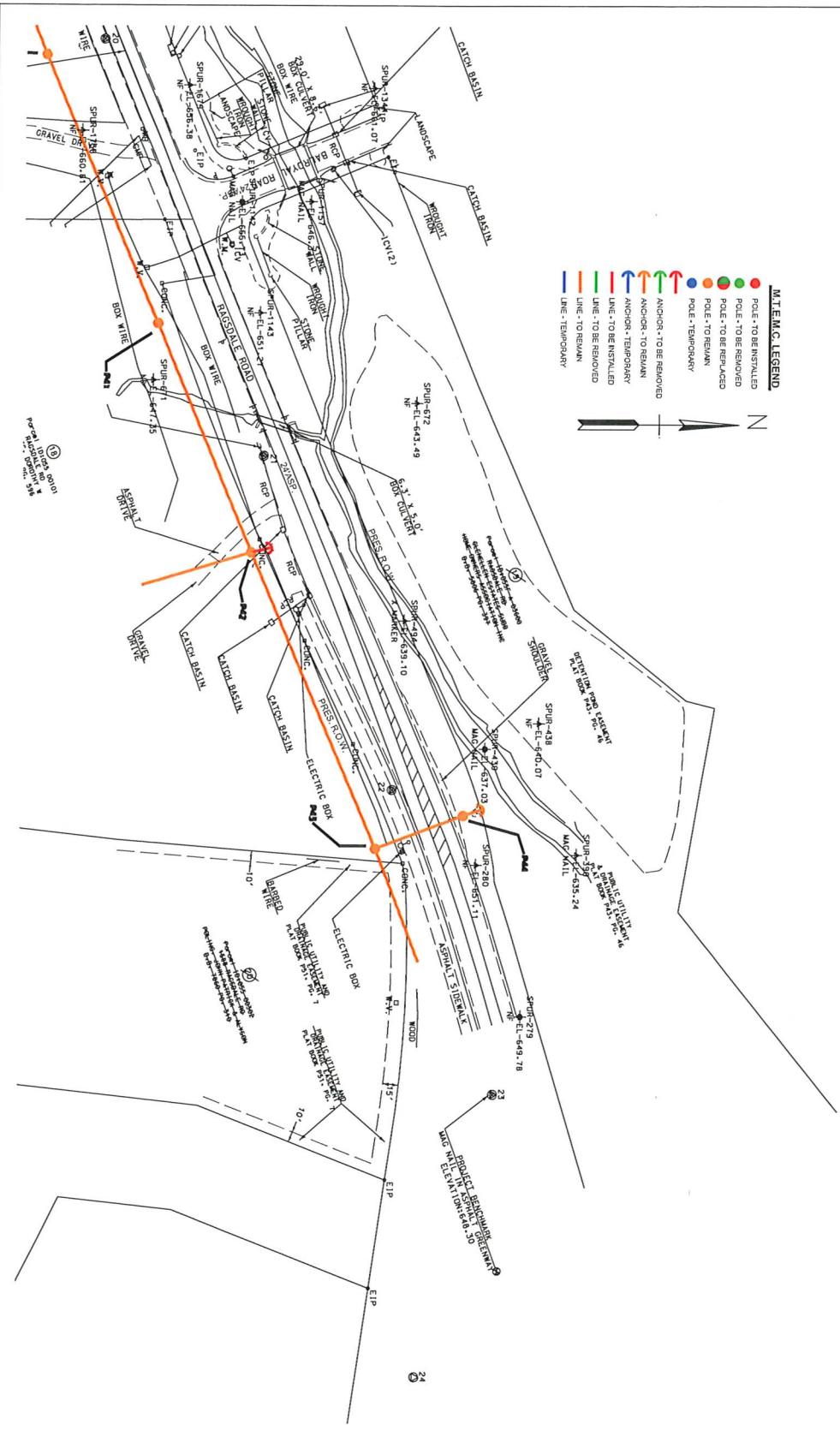
CITY OF BRENTWOOD

PROPOSED LAYOUT

SCALE: 1"=100'

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2023	18022045	007

- M.I.E.M.C. LEGEND**
- POLE - TO BE INSTALLED
 - POLE - TO BE REMOVED
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 - POLE - TO REMAIN
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 - ANCHOR - TO BE REMOVED
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 - ANCHOR - TEMPORARY
 - ANCHOR - TEMPORARY
 - LINE - TO BE INSTALLED
 - LINE - TO BE REMOVED
 - LINE - TEMPORARY
 - LINE - TEMPORARY



SEALD BY _____

COORDINATES AND HAD 8/20/11, ARE
 APPROVED BY THE CITY OF BRENTWOOD
 ALL ELEVATIONS ARE REFERENCED
 TO THE BENCHMARK WITH GRID 12A

CITY OF BRENTWOOD

**PROPOSED
 LAYOUT**

SCALE: 1"=100'

Brentwood City Commission Agenda

Meeting Date: 01/09/2024

Resolution 2024-03 - Authorizing Acceptance of Certain Completed Streets as Public Streets of the City of Brentwood

Submitted by: Sarah Totty, Engineering

Department: Engineering

Information

Subject

Resolution 2024-03 - Acceptance of Certain Completed Streets as Public Streets of the City of Brentwood

Background

Staff is requesting consideration and approval of the accompanying resolution authorizing acceptance of six streets (or sections of streets) per Section 58-12 of the Brentwood Municipal Code. The streets are listed on Attachment A to the resolution and are located within Preserve at Arden Woods, Traditions, The Heights, and Witherspoon subdivisions as described in the attachment.

The street acceptance policy is shown below. The proposed streets have been constructed and inspected for compliance with the requirements of the Brentwood Subdivision Regulations. Final inspections of all improvements have been completed by the Engineering Department staff.

Sec. 58-12. Street acceptance policy.

(a) No street within the city shall be considered as having been accepted by the city as a public street unless:

(1) It has been constructed by the city or under contract with the city and construction is substantially complete; or

(2) The street has been constructed in compliance with the city's subdivision regulations and a resolution accepting the street has been passed by the board of commissioners.

(b) No street within the city shall be accepted or opened as or shall have otherwise received the legal status of a public street without prior inspection and approval by the city engineer.

(c) The owner of any subdivision or his agent shall pay to the city an inspection fee for each linear foot on all streets in any subdivision, in compliance with the current subdivision regulations of the city. The fee shall be paid prior to the laying out, opening, improving, grading or paving of any streets. The amount of such inspection fee shall be established by

the city manager from time to time as deemed appropriate to fully recover the cost of the services.

Please contact the Engineering Director if you have any questions.

Staff Recommendation

Staff recommends acceptance of the referenced streets as public streets.

Previous Commission Action

As new streets are completed, staff periodically presents them to the City Commission for acceptance. This list will update the GIS data to accurately reflect all public streets in the City of Brentwood.

Fiscal Impact

Attachments

Attachment A
Resolution 2024-03

ATTACHMENT A
STREETS PROPOSED FOR ACCEPTANCE AND MAINTENANCE
CITY OF BRENTWOOD
January 2024

STREET NAME	STREET TYPE	SUBDIVISION	ROADWAY CLASS.	FROM	TO	LENGTH IN FEET	PLAT BOOK	PAGE	COST OF INFRASTRUCTURE (RDL)	COST/LINEAR FOOT	RDL COSTS	Lighting (Plans and Bond Amounts)
Ardenwoods	Pl	Preserve at Arden Woods	Local	Arden Wood Pl	Cul-De-Sac	250.00	73	41	\$128,000.00	\$512.00	\$128,000.00	2
Traditions	Cr	Traditions Phase 5	Local	Charity Drive	Tradition Circle	1,300.00	73	25	\$665,600.00	\$512.00	\$665,600.00	3
Parade	Dr	Traditions Phase 3	Local	Charity Drive	Cul-De-Sac	1,980.00	72	39	\$1,013,760.00	\$512.00	\$1,013,760.00	6
Traditions	Cr	Traditions Phase 4	Local	Traditions Circle	Parade	1,940.00	73	89	\$993,280.00	\$512.00	\$993,280.00	9
Heights	Blvd	The Heights	Local	Concord	Cul-De-Sac	360.00	72	19	\$184,320.00	\$512.00	\$184,320.00	2
Witherspoon	Dr	Witherspoon 7	Local	Edenwilde Drive	Cul-De-Sac	1,422.00	75	84	\$728,064.00	\$512.00	\$728,064.00	3
TOTAL LENGTH (FEET)						7,252.00			\$3,713,024.00		\$3,713,024.00	25
TOTAL LENGTH (MILES)						1.37						
<i>Note: All streets shown on this sheet have been constructed and inspected in accordance with the City of Brentwood Subdivision Regulations.</i>												
* Streets within one year maintenance period.												

RESOLUTION 2024-03

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO OFFICIALLY ACCEPT CERTAIN STREETS WITHIN THE CITY LIMITS AS PUBLIC STREETS OF THE CITY OF BRENTWOOD

WHEREAS, the streets listed on Attachment “A” to this Resolution have been constructed in compliance with applicable subdivision regulations and have been inspected and approved by the Engineering Department since September of 2023; and

WHEREAS, said streets should now be accepted as public streets of the City of Brentwood.

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

SECTION 1. That the streets listed on Attachment “A” to this resolution are hereby officially accepted as public streets of the City of Brentwood.

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

Mark W. Gorman

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

Brentwood City Commission Agenda

Meeting Date: 01/09/2024

Resolution 2024-04 - Approving Change Order No. 2 to Agreement with American Constructors, Inc. for Fire Station 5 Construction

Submitted by: Kirk Bednar, Administration

Department: Administration

Information

Subject

Resolution 2024-04 - Approving Change Order No. 2 to Agreement with American Constructors, Inc. for Fire Station 5 Construction

Background

With the completion of the one-year warranty period on the construction of Fire Station 5, the attached change order provides for the final closure of the construction contract with American Constructors, Inc.

The original Guaranteed Maximum Price for the contract was \$6,949,018. Change Order No. 1 approved by the Board of Commissioners on April 11, 2022, increased the Guaranteed Maximum Price by \$200,000 to \$7,149,018. The final cost of the construction project was \$7,148,242, a savings of \$776 under the amended Guaranteed Maximum Price.

In addition to establishing the final cost of this project, this Change Order also formally extends the contracted Substantial Completion date of the project to December 31, 2022. The Commission will recall that the substantial completion was delayed primarily due to extended delivery times associated with several significant electrical system components.

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

Staff Recommendation

Staff recommends approval of the attached resolution.

Previous Commission Action

The original construction management services agreement with American Constructors was approved by the Board of Commissioners via Resolution 2021-49 on April 26, 2021.

Resolution 2021-143 approved on December 13, 2021 amended the Guaranteed Maximum Price of the contract to \$6,949,018.

Change Order #1 increasing the Guaranteed Maximum Price of the contract by \$200,000 to \$7,149,018 was approved via Resolution 2022-42 on April 11, 2022.

Fiscal Impact

Amount : N/A

Source of Funds:

Account Number:

Fiscal Impact:

This change order does not provide for any increase in project costs.

Attachments

Resolution 2024-04

Change Order_#2021-054

RESOLUTION 2024-04

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE A CHANGE ORDER TO THE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND AMERICAN CONSTRUCTORS, INC. FOR FIRE STATION 5 CONSTRUCTION, A COPY OF SAID CHANGE ORDER TO THE AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute a change order to the agreement by and between the City of Brentwood and American Constructors, Inc. for Fire Station 5 construction, a copy of said change order to the 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

Mark W. Gorman

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn



AIA Document G701[®] – 2017

Change Order

PROJECT: *(Name and address)*
Fire Station 5
9551 Split Log Road
Brentwood, Tennessee 37024

CONTRACT INFORMATION:
Contract For: General Construction

Date: April 14, 2021

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: August 9, 2023

OWNER: *(Name and address)*
City of Brentwood
5211 Maryland Way
Brentwood, Tennessee 37027

ARCHITECT: *(Name and address)*
TMPartners, PLLC
211 Franklin Road, Suite 200
Brentwood, Tennessee 37027

CONTRACTOR: *(Name and address)*
American Constructors, Inc.
5203 Maryland Way, Suite 210
Brentwood, Tennessee 37027

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Refund remaining contingency balance to Owner.


The original Guaranteed Maximum Price was	\$	6,949,018.00
The net change by previously authorized Change Orders	\$	200,000.00
The Guaranteed Maximum Price prior to this Change Order was	\$	7,149,018.00
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$	776.00
The new Guaranteed Maximum Price including this Change Order will be	\$	7,148,242.00

The Contract Time will be increased by One Hundred Twenty-Two (122) days.
The new date of Substantial Completion will be December 31, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


TMPartners, PLLC
ARCHITECT *(Firm name)*


SIGNATURE

Jeff Earwood, Principal
PRINTED NAME AND TITLE

8/9/23
DATE

American Constructors, Inc.
CONTRACTOR *(Firm name)*


SIGNATURE

Derek Martin, President and CEO
PRINTED NAME AND TITLE

August 9, 2023
DATE

City of Brentwood
OWNER *(Firm name)*

SIGNATURE

Kirk Bednar, City Manager
PRINTED NAME AND TITLE

DATE

NO.	DATE	DESCRIPTION	SUBCONTRACTOR	COST	TMP Approval	COB Approval	COMMENTS
-		Original Contingency Balance	ACI	\$100,000.00	Approved	Approved	
001	3/22/2022	ASI 01 - Transformer Enclosure	A&R Masonry	\$22,505.00	Approved	Approved	
002	3/22/2022	ASI 02 - Interior & Exterior Insulation Changes	M+G + Dale	\$35,116.00	Approved	Approved	
003	3/22/2022	Rock Removal Overage	Southern Site	\$9,250.00	Approved	Approved	Original allowance - \$10,000
004	3/22/2022	RFI 005 - Elevator Power	CO Christian	\$8,333.00	Approved	Approved	
005	3/22/2022	Custom Stain Color for Wood Doors	Schiller	\$1,425.00	Approved	Approved	
--	4/1/2022	Increase Contingency by \$200,000	--	(\$200,000.00)	Approved	Approved	
006	7/17/2022	Electrical Changes per RFI 001, 006, ASI 004	CO Christian	\$10,694.00	Approved	Approved	
007	7/17/2022	Use Snow Rails in lieu of Snow Guards	Marion & Green	\$2,019.00	Approved	Approved	
008	7/17/2022	Wood Material Escalation - Trusses	Huskey Truss	\$29,756.00	Approved	Approved	
009	7/17/2022	RFP #3 - Underground Electrical (no rock)	CO Christian	\$29,241.00	Approved	Approved	
010	7/17/2022	Color change at Apparatus Bay doors	Crawford	\$3,070.00	Approved	Approved	
011	4/14/2023	Rock Excavation - Underground Electrical	ACI	\$9,765.00	Approved	Approved	
012	4/14/2023	Temp Roofing (material only)	Huskey Truss	\$7,696.00	Approved	Approved	
013	4/14/2023	Costs for grinder pump housing material changes	Mitchell	\$0.00	Approved	Approved	No cost change
014	5/25/2023	Additional curbs at porch areas (planters)	ACI	\$4,505.00	Approved	Approved	
015	9/2/2022	Stone at railing and retaining wall	Enviroscapes	\$9,474.00	Approved	Approved	
016	4/14/2023	Rebuild Site Fencing (existing not usable)	ACI + CIP	\$2,793.00	Approved	Approved	
017	9/11/2022	Misc Electrical - SFM, Monu Sign, Elevator, etc	CO Christian	\$5,305.00	Approved	Approved	
018	9/10/2022	Additional Railing at Retaining Wall/Bio Pond	Misc	\$14,590.00	Approved	Approved	
019	9/11/2022	Irrigation Material Cost Increases	Enviroscapes	\$6,900.00	Approved	Approved	
020	4/14/2023	Electrical Costs associated w/ temp junction box	CO Christian	\$0.00	Approved	Approved	No costs submitted
021	5/31/2023	Extended General Conditions due to ATS delay (post August 31, 2022)	ACI	\$56,723.00	Approved	Approved	Amount billed to date
022	5/20/2023	Change in EPDM color per owner direction	Marion & Green	\$1,700.00	Approved	Approved	
023	4/14/2023	Add striping to apparatus bay flooring	Vintage Resurfacing	\$2,000.00		Approved	
024	4/14/2023	Dedication Plaque	BIG Visual	\$3,195.00	Approved	Approved	
025	4/14/2023	Add finish on exterior ceilings to match arches	Crow	\$2,900.00	Approved	Approved	
026	4/14/2023	Elevator Phone for Final Inspection	TKE	\$3,950.00	Approved	Approved	
027	4/14/2023	Storage Fees - Nycom due to schedule delay	Nycom	\$2,694.00	Approved	Approved	
028	4/14/2023	Savings on Breathing Air Machine - revised model selected	Mitchell	(\$20,160.00)	Approved	Approved	
029	4/14/2023	Changes to door hardware at City's request	Schiller + ACI	\$3,278.00	Approved	Approved	
030	4/14/2023	Undercut at trail	Southern Site	\$750.00	Approved	Approved	
031	4/18/2023	Fur out wall at men's locker room	Crow	\$790.00	Approved	Approved	
032	4/18/2023	Fur out wall at bay mezzanine	Crow	\$1,761.00	Approved	Approved	
033	4/19/2023	Rework soffits at kitchen at TMP ID direction	Crow	\$668.00	Approved	Approved	
034	4/19/2023	RFI 032 response - occupancy sensors at bunk rooms	CO Christian	\$1,331.00	Approved	Approved	
035	4/19/2023	RFI 035 response - center row of lights in bay	CO Christian	\$1,681.00	Approved	Approved	
036	4/19/2023	RFI 030 response - shut down of HLVS fans	CO Christian	\$4,484.00	Approved	Approved	
037	5/16/2023	RFI 029 response - shut down electrical devices under suppression hood during activation	CO Christian	\$3,286.00	Approved	Approved	
038	5/16/2023	Change light sockets in kitchen per TMP	CO Christian	\$968.00	Approved	Approved	

Contingency Log

NO.	DATE	DESCRIPTION	SUBCONTRACTOR	COST	TMP Approval	COB Approval	COMMENTS
039	5/16/2023	Add heat detector in elevator lobby per elevator state inspector	CO Christian	\$1,227.00	Approved	Approved	
040	5/16/2023	Cost to provide and install the motor starter per RFI 031 response (equipment costs only)	SML Lawrence	\$3,753.00	Approved	Approved	
041	5/16/2023	"Incase of Fire Use Stairs" signs in Braille per FM inspection	BIG Visual	\$430.00	Approved	Approved	
042	5/16/2023	Cost of changing the extractor circuit, change the disconnect, and add receptacles in Extractor Room #116 per RFI 036 response	CO Christian	\$3,146.00	Approved	Approved	
043	5/16/2023	Install buck boost transformer at grinder pump per RFI 034 response	CO Christian	\$1,502.00	Approved	Approved	
044	5/20/2023	Light at monument, Exit Light, Surface lights all per misc. design changes	CO Christian	\$4,730.00	Approved	Approved	
			CURRENT BALANCE:	\$776.00			

Brentwood City Commission Agenda

Meeting Date: 01/09/2024

Resolution 2024-05 - A Resolution authorizing the acceptance of a multipurpose trail easement from the Anna Subdivision

Submitted by: Todd Petrowski, Planning & Codes

Department: Planning & Codes

Information

Subject

Resolution 2024-05 authorizes acceptance of a multipurpose trail easement traversing the arterial road buffer along Concord Road and the permanent open space in the Anna Subdivision.

Background

The approved OSRD plan for the Anna Subdivision includes a 10-foot-wide multipurpose trail within a 20-foot-wide public access easement. The multipurpose trail meanders through the arterial road buffer along Concord Road in Open Space area 1.

The final plat for the Anna Subdivision has not been recorded. At its regular meeting of January 2, 2024, the Planning Commission voted to approve the final plat which includes the location of the multipurpose trail within Open Space area 1.

As part of the final plat, a note regarding the City's future maintenance responsibilities of the trail has been added. The note includes the following: *“The City’s future trail maintenance responsibilities within the public access easement shall be limited to repair and replacement of asphalt surfacing and subsurface as needed. The HOA shall be responsible for routine trail maintenance including grass cutting, removal of vegetation blocking use of the trail, and periodic cleaning as needed to ensure safe surface conditions for trail and users.”*

Since the multipurpose trail connects to the trail along Franklin Road and has future potential public benefit, a public access easement needs to be established in the City's name. This requires formal authorization from the City Commission and acceptance of this public access easement.

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

Staff Recommendation

Staff recommends approval of Resolution 2024-05.

Fiscal Impact

Attachments

Resolution 2024-05

Exhibit A - Easement Document

Final Plat - Index Sheet

RESOLUTION 2024-05

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY ATTORNEY FOR THE CITY OF BRENTWOOD TO ACCEPT A PUBLIC ACCESS EASEMENT FROM ANNA HOLDINGS, LLC FOR A TRAIL SEGMENT LOCATED IN THE ARTERIAL ROAD BUFFER AND THE PERMANENT OPEN SPACE FOR THE ANNA SUBDIVISION

WHEREAS, a segment of a multipurpose trail constructed within the Anna Subdivision will allow for a public access easement addition to the City’s trail system across the frontage of the Anna Subdivision; and

WHEREAS, the developer, Anna Holdings, LLC, has agreed to execute an instrument establishing the alignment of said public access easement trail segment; and

WHEREAS, such improvements will benefit the health, safety, and welfare of area residents; and

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

SECTION 1. The Mayor, City Manager, and City Attorney for the City of Brentwood be and they are hereby authorized to accept the dedication of the public access easement from Anna Holdings, LLC for the trail segment located in the arterial road buffer and permanent open space for the Anna Subdivision.

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 Mark W. Gorman

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

EXHIBIT A
20' PUBLIC ACCESS EASEMENT
ANNA SUBDIVISION
BOOK 8894, PAGE 711, R.O.W.C.
TAX PARCEL: 028—04703
CITY OF BRENTWOOD, TENNESSEE

A 20' Public Access Easement located in the 15th Civil District of Williamson County, within the City of Brentwood, Tennessee, crossing the property conveyed to Anna Holdings LLC by Special Warranty Deed of record in Book 8894, Page 711 in the Register's Office of Williamson County, Tennessee (R.O.W.C.T.) and being further described as follows:

Commencing at a found ½" iron rod with cap stamped "Ragan Smith", said iron rod being a point in the east line of the property owned by Anna Holdings LLC, also being a point in the west line of the property owned by Fellowship Bible Church of Williamson County (Book 2052, Pages 566 & 569, R.O.W.C.T.). Thence, with the common line between said properties, North 08 degrees 49 minutes 47 seconds East, 23.31 feet to the Point of Beginning; thence,

Leaving said common line between said Anna Holdings LLC and said Fellowship Bible Church of Williamson County properties, and travelling across said property owned by Anna Holdings LLC for the following twelve (12) calls:

North 80 degrees 59 minutes 37 seconds West, 50.97 feet; thence,

With a non-tangent curve to the right, having a central angle of 16 degrees 09 minutes 12 seconds, radius of 375.68 feet, arc length of 105.92 feet, chord bearing of South 89 degrees 42 minutes 38 seconds West and a chord distance of 105.56 feet; thence,

North 81 degrees 00 minutes 28 seconds West, 94.11 feet; thence,

With a non-tangent curve to the right, having a central angle of 14 degrees 24 minutes 16 seconds, radius of 258.58 feet, arc length of 65.01 feet, chord bearing of North 73 degrees 56 minutes 51 seconds West, and a chord distance of 64.84 feet; thence,

With a non-tangent curve to the left, having a central angle of 29 degrees 20 minutes 19 seconds, radius of 100.81 feet, arc length of 51.62 feet, chord bearing of North 79 degrees 21 minutes 52 seconds West, and a chord distance of 51.06 feet; thence,

With a non-tangent curve to the right, having a central angle of 08 degrees 40 minutes 32 seconds, radius of 514.99 feet, arc length of 77.98 feet, chord bearing of North 89 degrees 27 minutes 46 seconds West, and a chord distance of 77.90 feet; thence,

With a curve to the left, having a central angle of 04 degrees 39 minutes 41 seconds, radius of 1190.02 feet, arc length of 96.82 feet, chord bearing of North 87 degrees 27 minutes 20 seconds West, and a chord distance of 96.79 feet; thence,

With a non-tangent curve to the right, having a central angle of 19 degrees 24 minutes 29 seconds, radius of 278.01 feet, arc length of 94.17 feet, chord bearing of North 80 degrees 49 minutes 07 seconds West, and a chord distance of 93.72 feet; thence,

With a non-tangent curve to the left, having a central angle of 02 degrees 41 minutes 19 seconds, radius of 3672.49 feet, arc length of 172.33 feet, chord bearing of North 71 degrees 30 minutes 59 seconds West, and a chord distance of 172.32 feet; thence,

With a non-tangent curve to the right, having a central angle of 18 degrees 03 minutes 51 seconds, radius of 210.82 feet, arc length of 66.47 feet, chord bearing of North 64 degrees 58 minutes 22 seconds West, and a chord distance of 66.19 feet; thence,

North 55 degrees 09 minutes 31 seconds West, 23.59 feet; thence,

With a non-tangent curve to the left, having a central angle of 05 degrees 04 minutes 13 seconds, radius of 95.00 feet, arc length of 8.41 feet, chord bearing of North 55 degrees 48 minutes 30 seconds West, and a chord distance of 8.40 feet to a point in the southern Right-of-Way of Concord Road; thence,

With said Right of Way of Concord Road, South 81 degrees 12 minutes 21 seconds East, 46.70; thence,

Leaving said Right-of-Way and travelling across said property owned by Anna Holdings LLC, with a non-tangent curve to the left, having a central angle of 15 degrees 02 minutes 40 seconds, radius of 190.82 feet, arc length of 50.11 feet, chord bearing of South 66 degrees 32 minutes 28 seconds East, and a chord distance of 49.96 feet; thence,

With a non-tangent curve to the right, having a central angle of 02 degrees 41 minutes 21 seconds, radius of 3692.49 feet, arc length of 173.31 feet, chord bearing of South 71 degrees 31 minutes 10 seconds East, and a chord distance of 173.29 feet; thence,

With a non-tangent curve to the left, having a central angle of 19 degrees 24 minutes 01 seconds, radius of 258.01 feet, arc length of 87.36 feet, chord bearing of South 80 degrees 51 minutes 02 seconds East, and a chord distance of 86.94 feet; thence,

With a non-tangent curve to the right, having a central angle of 04 degrees 40 minutes 04 seconds, radius of 1210.02 feet, arc length of 98.58 feet, chord bearing of South 87 degrees 27 minutes 32 seconds East, and a chord distance of 98.55 feet; thence,

With a curve to the left, having a central angle of 08 degrees 48 minutes 07 seconds, radius of 494.95 feet, arc length of 76.04 feet, chord bearing of South 89 degrees 31 minutes 33 seconds East, and a chord distance of 75.97 feet to a point in the southern Right-of-Way of Concord Road; thence,

With said Right-of-Way, South 75 degrees 58 minutes 54 seconds East, 72.02 feet to a found ½" iron rod with cap stamped "Cherry"; thence,

Continuing with said Right-of-Way, South 81 degrees 10 minutes 13 seconds East, 9.29 feet; thence,

Leaving said Right-of-Way and travelling across said property owned by Anna Holdings LLC, with a non-tangent curve to the left, having a central angle of 09 degrees 05 minutes 12 seconds, radius of 238.58 feet, arc length of 37.84 feet, chord bearing of South 76 degrees 36 minutes 44 seconds East, and a chord distance of 37.80 feet. Thence;

South 81 degrees 00 minutes 28 seconds East, 93.92 feet; thence,

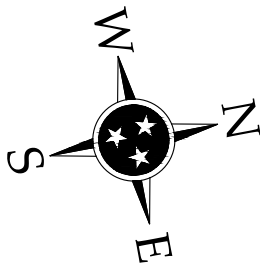
With a non-tangent curve to the left, having a central angle of 06 degrees 46 minutes 26 seconds, radius of 355.68 feet, arc length of 42.05 feet, chord bearing of South 85 degrees 38 minutes 00 seconds East, and a chord distance of 42.03 feet to a point in the southern Right-of-Way of Concord Road; thence,

With said Right-of-Way, South 81 degrees 10 minutes 13 seconds East, 113.46 feet; thence,

Leaving said Right-of-Way and travelling along the common boundary between Anna Holdings LLC and Fellowship Bible Church of Williamson County, South 08 degrees 49 minutes 47 seconds West, 6.70 feet to the Point of Beginning, and containing 16,286 square feet or 0.374 acres, more or less.

Description prepared by:

Kenneth R. Shreeve, PLS, CFS #TN-2298
TWM, Inc.
390 Mallory Station Road, Ste. 100
Franklin, TN 37067
615-814-7414



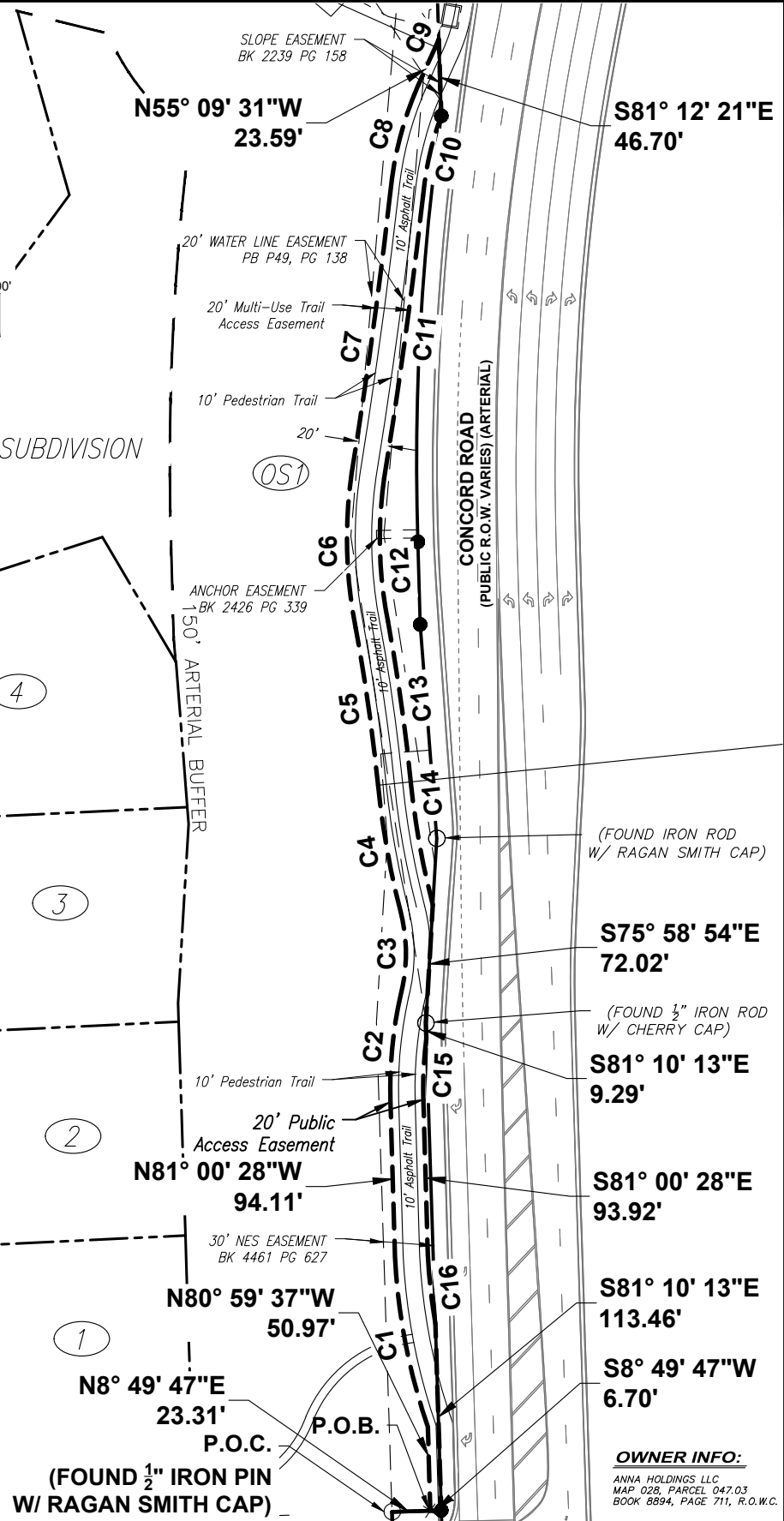
GRAPHIC SCALE (IN FEET)



1 inch = 100 ft.

FUTURE ANNA SUBDIVISION

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DIST
C1	16°09'12"	375.68	105.92	S89°42'38"W	105.56
C2	14°24'16"	258.58	65.01	N73°56'51"W	64.84
C3	29°20'19"	100.81	51.62	N79°21'52"W	51.06
C4	8°40'32"	514.99	77.98	N89°27'46"W	77.90
C5	4°39'41"	1190.02	96.82	N87°27'20"W	96.79
C6	19°24'29"	278.01	94.17	N80°49'07"W	93.72
C7	2°41'19"	3672.49	172.33	N71°30'59"W	172.32
C8	18°03'51"	210.82	66.47	N64°58'22"W	66.19
C9	5°04'13"	95.00	8.41	N55°48'30"W	8.40
C10	15°02'40"	190.82	50.11	S66°32'28"E	49.96
C11	2°41'21"	3692.49	173.31	S71°31'10"E	173.29
C12	19°24'01"	258.01	87.36	S80°51'02"E	86.94
C13	4°40'04"	1210.02	98.58	S87°27'32"E	98.55
C14	8°48'07"	494.99	76.04	S89°31'33"E	75.97
C15	9°05'12"	238.58	37.84	S76°36'44"E	37.80
C16	6°46'26"	355.68	42.05	S85°38'00"E	42.03



(FOUND IRON ROD W/ RAGAN SMITH CAP)

S75° 58' 54"E
72.02'

(FOUND 1/2" IRON ROD W/ CHERRY CAP)

S81° 10' 13"E
9.29'

S81° 00' 28"E
93.92'

S81° 10' 13"E
113.46'

S8° 49' 47"W
6.70'

OWNER INFO:
ANNA HOLDINGS LLC
MAP 028, PARCEL 047.03
BOOK 8894, PAGE 711, R.O.W.C.



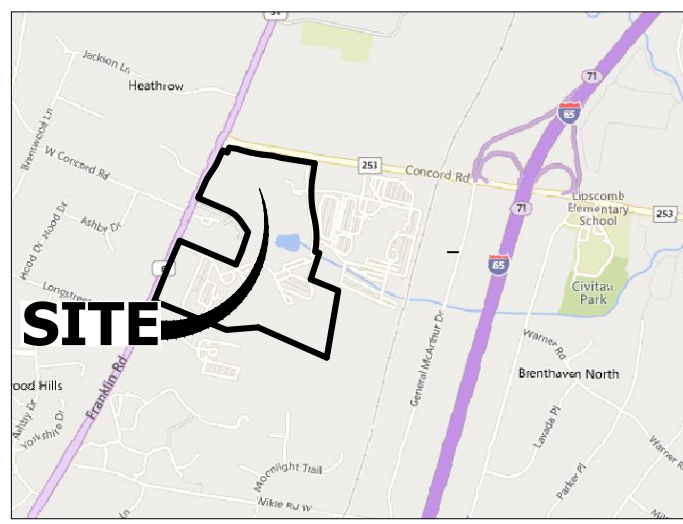
390 Mallory Station Road, Suite 100 Franklin, TN 37067 (615) 814-7414 kshreeve@twm-inc.com

EXHIBIT 'A'

ANNA SUBDIVISION 20' PUBLIC ACCESS EASEMENT

7015 CONCORD ROAD
CITY OF BRENTWOOD
15TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE

DATE: 12-13-2023	MANAGER: KRS	CADD: JAD
PROJECT NUMBER: 220990	FIELD BOOK NUMBER:	
LAST FIELD WORK: 11-30-2023		
CREW CHIEF(S): JM	REV. DRAWING:	
SCALE: 1" = 100'	SHEET 1 OF 1	



VICINITY MAP
Not to Scale

GENERAL NOTES

- 1. The purpose of this plat is to create 16 single family lots, 5 Open Space lots, and dedicate easements.
2. Bearings as shown hereon are referenced to the Tennessee Coordinate System of 1983. All distances shown hereon are horizontal ground distances in U.S. Survey Feet.
3. This property is currently zoned OSRD (Open Space Residential Development) Minimum Building Setbacks: (unless otherwise shown) Front: 50' (unless otherwise shown) Side: 15'/25' or 20'/20' (unless otherwise shown) Rear: 30' Abutting Project Perimeter: 35' Abutting 150' Arterial Buffer: 50'
4. By scaled map location and graphic plotting only, this property lies Floodway and Flood Zones 'AE' and 'X(Other Areas)' as designated on current Federal Emergency Management Agency Map No. 47187C0206F with an effective date of September 29, 2006, which makes up a part of the National Flood Insurance Administration Report, Community No. 470205, Panel No. 0206 Suffix F, which is the current Flood Insurance Rate Map for the community in which said premises is situated. Said map defines Zone 'AE' under 'Special Flood Hazard Areas (SFHAs) Subject to Inundation by the 1% Annual Chance Flood' as having base flood elevations determined (referenced hereon as 100-Year Floodplain). Said map defines Zone 'X-Other Areas' under 'Other Areas' as areas determined to be outside the 0.2% chance floodplain.
5. Flood study for hydraulic and hydrologic modeling provided by Civil and Environmental Consultants (CEC) dated 3-6-2023.
6. No title report has been furnished therefore this survey is subject to the findings of an accurate title search.
7. This map or plat and the survey on which it is based were made in accordance with the requirements of a General Property Survey and conforms to the accuracy of a Category 1 Survey as currently defined and adopted by the Tennessee State Board of Examiners for Land Surveyors and the ratio of precision of the unadjusted survey is less than 1:10,000.
8. All Plat and Deed recordation references shown hereon are as recorded in the Register's Office for Williamson County, Tennessee.
9. This survey has been signed and sealed digitally.
10. This final plat is subject to a vesting period, during which the development standards in effect on the date of approval will remain the standards applicable to this plan. Upon expiration of the vesting period, development of the property shown on this plat may be subject to standards other than those that were applicable during the vesting period. The vesting period for this plat expires on [blank] unless extended by the City of Brentwood. Persons relying on this plat after said date should contact the City of Brentwood to determine if development may continue as depicted on the plan.
11. A Geotechnical study has identified alluvial soils on Lots 1-4, 12 and 13. A geotechnical report will be submitted at the time of house construction on said lots.
12. Open Space will be Public Utility, Drainage & Access Easements (P.U.D.A.E.) and maintained by the Homeowner's Association.
13. Open Space 6 as shown hereon is the future Phase 2 of Anna Subdivision per the approved Preliminary/OSRD Plan. As such, Open Space 6 may be re-subdivided into one (1) residential building lot (Proposed Lot 14) and Open Space at a future date in conformance with the approved Preliminary/OSRD Plan and applicable City of Brentwood Subdivision and Zoning regulations.

DEED REFERENCE

Being the same property conveyed to Anna Holdings, LLC by Warranty Deed of record in Book 8894, page 711, Register's Office for Williamson County, Tennessee; the same property conveyed to Fellowship Bible Church in Book 2052, pages 566 & 569; and a portion of the property conveyed to Fellowship Bible Church in Book 3490, page 316 and Book 3819, page 599.

OSRD CALCULATIONS PHASE 1

(Does not include Open Space 6 (Phase 2) or the Fellowship Bible Church Lot - Lot 18)

Table with 2 columns: OSRD CALCULATIONS and Area (AC). Rows include Total Site Area (22.74), Less R.O.W. Dedication-Internal Private Streets (1.87), Total (20.87), Less Area in 25% Slopes (0.36), Plus 25% of Slopes Over 25% (0.09), Less Areas in Floodway (0.00), Plus 25% Areas in Floodways (0.00), Less Areas in Electrical & Natural Gas Easements (0.00), Plus 25% Areas in Electrical & Natural Gas Easements (0.00), Total Useable Land Area (20.42), Less Area in Lots Greater Than 1 Acre (0.003), Total Land Area Available (20.42), Total Land Area Required @ 1 DU/PA (16.00), Land Area in Lots (11.48), Open Space Required (4.52), Dedicated Open Space (9.38), Excess Open Space (4.86).

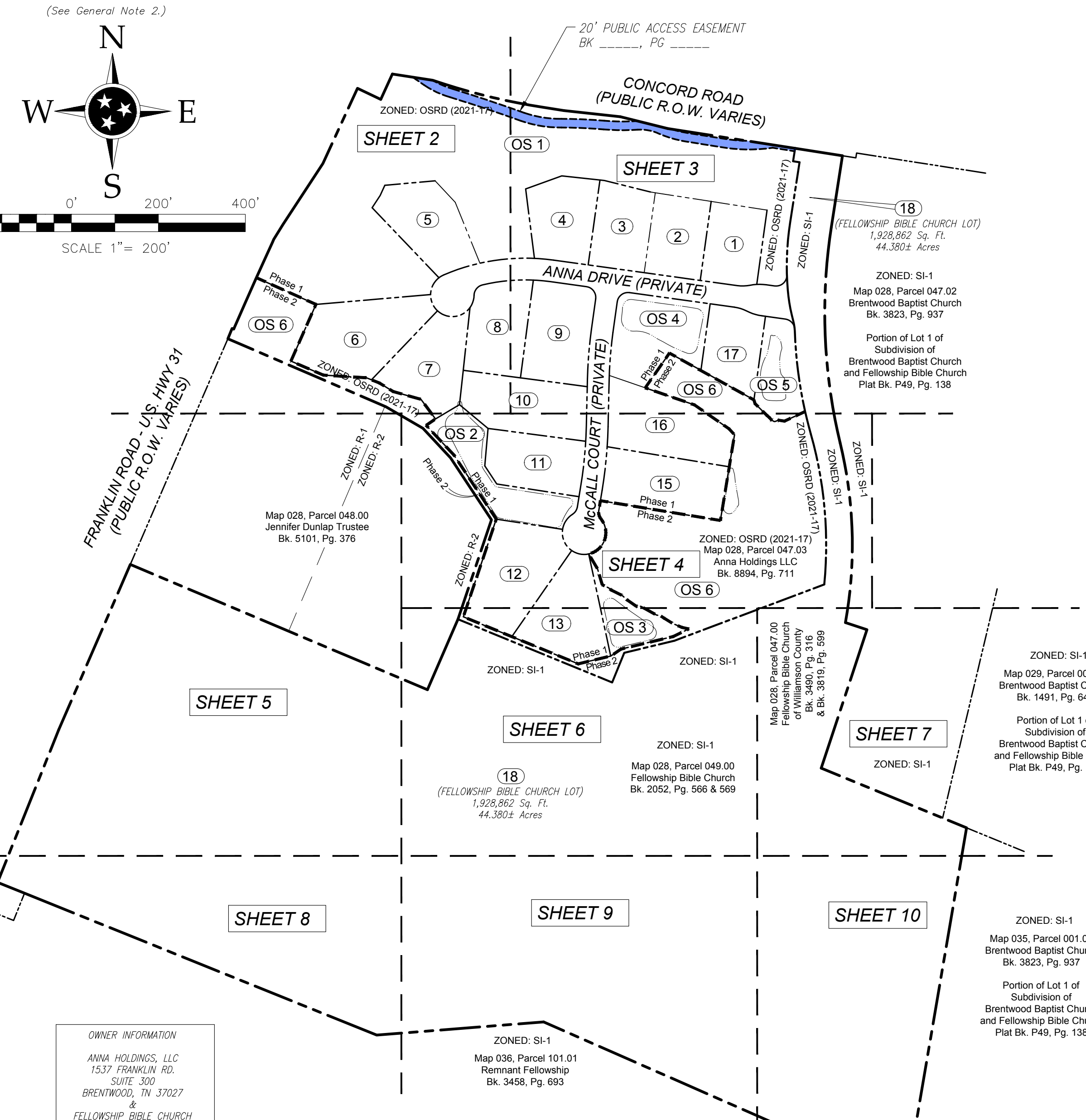
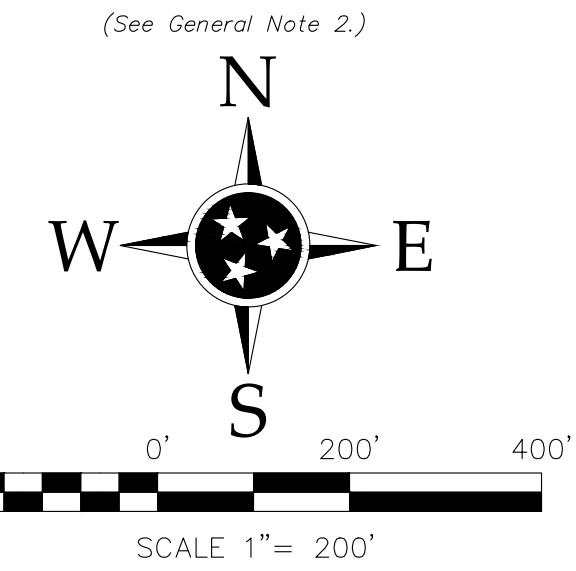
(Does not include the Fellowship Bible Church Lot - Lot 18)

LOT AREA TABLE with 3 columns: LOT #, AREA (SF)±, AREA (AC)±. Rows 1-17.

OWNER INFORMATION: ANNA HOLDINGS, LLC 1537 FRANKLIN RD. SUITE 300 BRENTWOOD, TN 37027 & FELLOWSHIP BIBLE CHURCH 1210 FRANKLIN RD. BRENTWOOD, TN 37027

DEVELOPER INFORMATION: GROVE PARK LAND COMPANY, LLC CALDWELL LUCAS 1537 FRANKLIN RD. SUITE 300 BRENTWOOD, TENNESSEE 37027 615-584-1615 CALDWELL@GROVEPARK.COM

OPEN SPACE AREA TABLE with 3 columns: OPEN SPACE #, AREA (SF)±, AREA (AC)±. Rows OS 1-6.



PROPERTY MAP REFERENCE

Map 028, Parcels 047.00, 047.03 & 049.00

VOID, VACATE & SUPERCEDE NOTE:

The plat as shown hereon VOIDS, VACATES & SUPERCEDES all of Lot 2 as shown on the plat entitled, 'Subdivision of Brentwood Baptist Church and Fellowship Bible Church' of record in Plat Book P49, Page 136, and all of the plat entitled, 'Lot 1, Fellowship Bible Church' of record in Plat Book P33, Page 58, both in the Register's Office of Williamson County, Tennessee. Lot 1 of the plat entitled, 'Subdivision of Brentwood Baptist Church and Fellowship Bible Church' of record in Plat Book P49, Page 138, is not affected by this plat and remains as previously recorded.

SPECIAL 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 nor 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 1-815-355-1987 or 1-800-351-1111.

RECORDERS INFORMATION



Kenneth R. Shreeve, PLS, CFS This survey has been signed and sealed digitally. TWM CONSULTING ENGINEERING GEOSPATIAL SERVICES 390 Mallory Station Rd., Ste. 100 Franklin, TN 37067 (615) 814-7414

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted. Date: 12/14/2023 Anna Holdings, LLC OWNER

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted. Date: 12/14/2023 Fellowship Bible Church OWNER

CERTIFICATE OF APPROVAL OF STREET NAMES

I hereby certify that the Williamson County Department of Emergency Communications has approved the street name(s). Date: 12/14/2023 Williamson County Department of Emergency Communications

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME

I hereby certify that the City of Brentwood Planning and Codes Department has approved the subdivision name. Date: 12/14/2023 Secretary, Planning Commission or Planning and Codes Director

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the specifications of the Brentwood Planning Commission. Date: 12/14/2023 Kenneth R. Shreeve, P.L.S., C.F.S.

CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS

I hereby certify that the following utility systems outlined or indicated on the final subdivision plat entitled [blank] have been installed in accordance with current applicable regulations. Water System: [blank] Date: [blank] City of Brentwood Approving Agent. Sewer System: [blank] Date: [blank] City of Brentwood Approving Agent

CERTIFICATE OF PROVISION OF ELECTRICAL SERVICE

I hereby certify that the requirements set forth in rules, regulations, by-laws, policy and operational bulletins, plat approval checklists and tree planting guidelines have been met for the electrical provider below. Any approval is at all times contingent upon continuing compliance with the aforementioned requirements. Date: [blank] Nashville Electric Service

CERTIFICATE OF APPROVAL OF STREETS

I hereby certify that all streets designated on the final subdivision plat have been constructed in accordance with current applicable regulations. Date: [blank] Director of Engineering

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the subdivision regulations of the City of Brentwood, with the exception of such variances and/or modifications, if any, as are noted in the minutes of the Planning Commission. Date: [blank] Secretary, Planning Commission or Planning and Codes Director

CERTIFICATE OF APPROVAL FOR ADDRESSES

I hereby certify that the subdivision plat shown hereon has been assigned the addresses in conformance with the City of Brentwood addressing standards. Date: [blank] City of Brentwood Addressing Authority

FINAL PLAT: Anna Subdivision - Phase 1 & Resubdivision of Lot 2 of the Subdivision of Brentwood Baptist Church and Fellowship Bible Church. 15th Civil District, City of Brentwood, Williamson County, Tennessee.

Table with 2 columns: PREPARED FOR: Anna Holdings, LLC 1537 Franklin Road Suite 300 Brentwood, Tennessee 37027 615-584-1615. PROJECT I.D.: 220990. DATE: 10-25-2023. SCALE: 1" = 200'. SHEET 1 of 11.

Brentwood City Commission Agenda

Meeting Date: 01/09/2024

Resolution 2024-06 - Agreement with Franklin Marriott Cool Springs for 2024 Employee Dinner

Submitted by: April Curlin, Human Resource

Department: Human Resource

Information

Subject

Resolution 2024-06 - Authorizing an Agreement with Franklin Marriott Cool Springs for 2024 Annual Employee Recognition Dinner

Background

The Board of Commissioners and the City Manager have a long-standing tradition of providing and hosting an employee appreciation dinner at the beginning of the annual holiday season. The purpose of this event is to celebrate all employees' contributions to the success of the City and recognize individual employees who achieved significant service anniversaries with the City during the year.

In 2018 and 2019, this event was held at the Ravenswood Mansion in Brentwood. For many years prior to this, it was held at the Embassy Suites in Cool Springs.

Following the 2019 event, a satisfaction survey was provided to employees requesting their feedback regarding the event, including suggestions for improvement. The majority of employees completing the survey requested that future events be moved back to a hotel venue, primarily due to the size of our group, which was considered a little too crowded, along with other issues of holding the event in the tent outside the Ravenswood Mansion.

There are realistically only two other facilities available in Williamson County (Embassy Suites and Marriott at Cool Springs) that have the capability of accommodating our group and that are also within a reasonable travel distance of Brentwood. The City used Marriott last year due to a scheduling conflict with Embassy Suites. The feedback from staff was excellent with regard to the quality of the venue and the food, and it is the Human Resource department's recommendation that we return there for the 2024 event.

Attached for your consideration is an agreement with Marriott for a date of November 8, 2024. Based on the expected attendance of 250 guests and the space being utilized, a minimum of \$11,250.00 (plus 25% administrative fee) is estimated, but the final cost can be higher depending on the number of participants. The cost of the dinner will be included in the proposed Human Resources Department FY 2024 Operating Budget.

Staff Recommendation

Staff recommends approval of the attached Resolution authorizing an agreement with Marriott Cool Springs to host the 2024 Annual Employee Appreciation Dinner.

Fiscal Impact

Amount : TBD

Source of Funds: General Fund

Account Number: 110-41650-82750

Fiscal Impact:

The final cost of the banquet will be determined by attendance. The approximate cost is estimated at \$25,000 plus a 25% administrative fee. The minimum expenditure required to secure the venue is \$11,250 plus the 25% administrative fee.

Attachments

Resolution 2024-06

COB Contract # 2023-179

RESOLUTION 2024-06

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND FRANKLIN MARRIOTT COOL SPRINGS FOR 2024 ANNUAL EMPLOYEE RECOGNITION DINNER, 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 Franklin Marriott Cool Springs for 2024 annual employee recognition dinner, 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 Mark W. Gorman

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn



**MARRIOTT
GROUP SALES AGREEMENT**

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Franklin Marriott Cool Springs, 700 Cool Springs Blvd., Franklin, TN, 37067, (615) 261-6100 and City of Brentwood.

ORGANIZATION: City of Brentwood

CONTACT:

Name: Brittany Edwards

Job Title: Recruitment & Retention Specialist

Street Address: 5211 Maryland Way

City, State, Postal Code: Brentwood, TN 37027

Country/Region: USA

Phone Number: (615) 981-7061

E-mail Address: brittany.edwards@brentwoodtn.gov

NAME OF EVENT: City of Brentwood Employee Appreciation Dinner2024

REFERENCE #: M-RHW9DLH

OFFICIAL PROGRAM DATES: Friday, 11/08/2024 - Saturday, 11/09/2024

NO ROOM TRANSFER BY GUEST

City of Brentwood agrees that neither City of Brentwood nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with City of Brentwood reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

PHISHING

Please be aware that bad actors can impersonate Hotel employees. Group should never rely solely on contact information sent in an email or respond directly to any email requesting a bank account information change. If Group receives a request from Hotel regarding bank account information, Group should contact the Hotel via verified phone number or in person to confirm the request prior to providing such information.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of City of Brentwood’s credit. If credit is approved, the outstanding balance of City of Brentwood Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

City of Brentwood will raise any disputed charge(s) within 45 days after receipt of the invoice. The Hotel will work with City of Brentwood in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

City of Brentwood has indicated that it has elected to use the following form of payment:

Credit card (We accept all major credit cards)

City of Brentwood may not change this form of payment.

If credit is not approved, City of Brentwood agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group’s event.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If City of Brentwood Employee Appreciation Dinner wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website. Prior to the execution of this agreement

City of Brentwood Employee Appreciation Dinner shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by City of Brentwood Employee Appreciation Dinner. This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check. City of Brentwood Employee Appreciation Dinner agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

ADVANCE PAYMENT SCHEDULE

The payment schedule for your Event is outlined below:

Deposit/Payment Amount	Time Frame
\$1,250.00 Deposit	Due 11/21/2023
40% Balance	Due 10/8/2024
100 % Balance	Due 11/5/2024

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by City of Brentwood, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental	Related Events
11/08/2024	Fri	2:00 PM	10:00 PM	Registration	Diagram	1		5:30 PM - Reception
11/08/2024	Fri	2:00 PM	10:00 PM	Registration		1		
11/08/2024	Fri	2:00 PM	11:00 PM	Holding Room		250		3:00 PM - Room Ready 5:30 PM - Bar 6:00 PM - Dinner Buffet
11/08/2024	Fri	3:30 PM	10:00 PM	Office	Conference	6		

All meeting room, food and beverage, audio-visual and related services are subject to applicable taxes (currently 9.75%) in effect on the date(s) of the event and subject to change without notice. Prior to the application of any taxes, all meeting room, food and beverage, audio-visual and related services will be subject to a 25% administrative charge. Please note that the administrative charge is not a gratuity or tip and, accordingly, is subject to all applicable taxes. This charge will be applied to costs and/or expenses other than employee wages.

DAMAGE TO FUNCTION SPACE

City of Brentwood agrees to pay for any damage to the function space that occurs while City of Brentwood is using it. City of Brentwood will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than City of Brentwood and its attendees.

FOOD AND BEVERAGE REVENUE MINIMUM

Based on the expected attendance and the space set forth in the Function Information Agenda, a **minimum of \$12,250.00 plus administrative charge (currently 25%) and tax (currently 9.75%)** is required in connection with the function space for this meeting. This minimum does not include room service, restaurant and bar usage not sponsored as part of your meeting, administrative charges, taxes, audio visual, or any other miscellaneous charges incurred by City of Brentwood Employee Appreciation Dinner. Should your final attendance drop below the approximate number of guests outlined in this agreement, alternatives in food and beverage will be suggested to meet the minimum revenue outlined.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

CANCELLATION

City of Brentwood Employee Appreciation Dinner acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a “Cancellation”), this action will constitute a breach of City of Brentwood Employee Appreciation Dinner’s obligation to Hotel and Hotel would be harmed. Because Hotel’s harm (and City of Brentwood Employee Appreciation Dinner’s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, City of Brentwood Employee Appreciation Dinner agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a. it would be difficult to determine Hotel’s actual harm.
- b. the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of

- mitigating the harm by reselling space and functions is higher; and
- c. the highest percentage amount in the chart (the “Chart”) set forth below reasonably estimates Hotel’s harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel’s ability to lessen its harm by reselling City of Brentwood Employee Appreciation Dinner’s space and functions.

City of Brentwood Employee Appreciation Dinner therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Decision to Cancel	Amount of Liquidated Damages Due
From 181 days to 365 days prior	25% of Total Revenue
From 121 days to 180 days prior	50% of Total Revenue
From 91 days to 120 days prior	75% of Total Revenue
From 0 days to 90 days prior	100% of Total Revenue

**If applicable, state, and local taxes will be added to the amounts listed above.*

Provided that City of Brentwood Employee Appreciation Dinner timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from City of Brentwood Employee Appreciation Dinner relating to the Cancellation.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and City of Brentwood agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or City of Brentwood will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party’s costs resulting from the litigation, including reasonable attorneys’ fees.

LIQUOR LICENSE

City of Brentwood understands that Hotel’s liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott’s obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders, and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as “contractor” in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans’ Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor (“DOL”), Office of Federal Contract Compliance Programs (“OFCCP”). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules,

regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

City of Brentwood will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate City of Brentwood's needs. If such special setups or extraordinary formats are requested, Hotel will present City of Brentwood two (2) alternatives: (1) charging City of Brentwood the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

Encore is Hotel's preferred provider for audio/visual needs.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If City of Brentwood requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If City of Brentwood wishes to hire outside vendors to provide any goods or services at Hotel during the Event, City of Brentwood must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to City of Brentwood, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level

posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

City of Brentwood will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that City of Brentwood may use or request to be used at the Hotel.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and City of Brentwood has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity (“SOE”) booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____

Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____

Participating airline frequent flyer account number _____

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual’s prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the “Terms and Conditions”), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that City of Brentwood has given to the Hotel. City of Brentwood agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to City of Brentwood.

ACCEPTANCE

When presented by the Hotel to City of Brentwood, this document is an invitation by the Hotel to City of Brentwood to make an offer. Upon signature by City of Brentwood, this document will be an offer by City of Brentwood. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies City of Brentwood at any time prior to City of Brentwood’s execution of this document, the outlined format and dates will be held by the Hotel for City of Brentwood on a first-option basis until **Tuesday, January 10, 2024**. If City of Brentwood cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel’s option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, City of Brentwood and the Hotel shall have agreed to and executed this Agreement by

their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by City of Brentwood:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) George Angelaccio

Title: (Print) Director of Catering and Event Sales

Signature: _____

Date: _____

Brentwood City Commission Agenda

Meeting Date: 01/09/2024

Approval of Purchase of Seven (7) Vehicles for the Police Department under Statewide Contract

Submitted by: David Gossett, Police

Department: Police

Information

Subject

Approval to Purchase Seven (7) Vehicles for the police department under the Tennessee Statewide Contract.

Background

The Police Department requests authorization to purchase seven vehicles through the Tennessee Statewide Contract. Two of the vehicles will be designated to the DET Division to be used by officers as unmarked police vehicles. Two of the vehicles will be designated to the Patrol Division to be used as marked police vehicles for patrol. Two of the vehicles will be designated to the Admin Division to be used as unmarked vehicles. One of the vehicles will be designated to the DARE Division to be used as a marked DARE vehicle. All seven vehicles are in the Equipment Replacement Fund and will be replacing one 2015 Ford Utility Interceptor, one 2016 Ford Utility Interceptor, one 2017 Ford Utility Interceptor, two 2018 Dodge Chargers, one 2013 Dodge Charger and one 2013 Dodge Challenger.

The vehicles being requested for purchase are:

- Two 2024 Chevrolet Tahoes 4wd PPV for DET at a cost of \$49,615.20 each;
- Two 2024 Chevrolet Tahoes 4wd PPV for Patrol at a cost of \$50,469.20 each;
- Two 2024 Chevrolet Silverados 4wd PPV for Administration at a cost of \$48,509.60 each;
- A 2024 Jeep Wrangler four-door with hard top for DARE at a cost of \$45,935.25.

The total cost of the purchase is \$343,123.25.

Wilson County Motors is the dealership that has been awarded the Tennessee Statewide Purchasing Contract (SWC 209) for Chevrolet, and Chrysler Dodge Jeep Ram of Columbia is the dealership that has been awarded the Tennessee Statewide Purchasing Contract (SWC 209) for Jeep.

The purchase of these vehicles is in accordance with the FY 2024 Equipment Replacement Fund's vehicle replacement schedule.

Please contact the Police Chief if any additional information is needed.

Staff Recommendation

Staff recommends approval of the purchase of seven (7) vehicles under the statewide contract for the police department.

Fiscal Impact

Amount : \$343,123.25

Source of Funds: Equipment Replacemnt Fund

Account Number: 310-42100-89520

Fiscal Impact:

Sufficient funds are available in the Equipment Replacement Fund for this purchase.

Attachments

DET Tahoe Image

Patrol Tahoe Image

Admin Truck Image

Chevrolet Quotes

Dare Jeep Image

Dare Jeep Quote









Wilson County Motors

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$48,960.20	\$53,450.00
Total Options	(\$1,340.00)	\$0.00
Vehicle Subtotal	\$47,620.20	\$53,450.00
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$49,615.20	\$55,445.00

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

Data Version: 21128. Data Updated: Dec 4, 2023 6:41:00 PM PST.



Wilson County Motors

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

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$48,960.20	\$53,450.00
Total Options	(\$486.00)	\$800.00
Vehicle Subtotal	\$48,474.20	\$54,250.00
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$50,469.20	\$56,245.00

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Data Version: 21128. Data Updated: Dec 4, 2023 6:41:00 PM PST.



Wilson County Motors

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

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$42,639.80	\$45,800.00
Total Options	\$3,874.80	\$8,235.00
Vehicle Subtotal	\$46,514.60	\$54,035.00
Destination Charge	\$1,995.00	\$1,995.00
Grand Total	\$48,509.60	\$56,030.00

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QUOTE

106 S. James Campbell Blvd.
Columbia, TN 38401

Number RKCDQ1318
Date Dec 6, 2023

Sold To	Ship To	Your Sales Rep
Brentwood PD David Gossett 5211 Maryland Way Brentwood, TN. 37027 United States of America Phone (615) 371-0160 Fax	Brentwood PD David Gossett 5211 Maryland Way Brentwood, TN. 37027 United States of America Phone (615) 371-0160 Fax	Russell Dial Cell: (931) 215-8457 Fax: (615) 241-8283 rdial@cdjrcolumbia.com

Emergency Equipment and Lighting will have to be ordered.

Terms	P.O. Number	Ship Via
Net 30Days	Required	Ground

Line	Qty	Description	Unit Price	Ext. Price
1		2024 Statewide Contract #209 - 80359		
2	1	JLJL74 - 2024 V6 Jeep Wrangler 4-Door Sport base price, including: 3.6L V6 Engine 6-Speed Auto Transmission Monotone Paint Power Windows Power Locks Power Mirrors Back-Up Camera Keys Push Button Start	\$39,737.00	\$39,737.00
3		Running SubTotal		\$39,737.00
4		Factory Selected Options:		
5	1	Exterior Color: Bright White	\$0.00	\$0.00
6	1	Cloth Low-Back Bucket Seats	\$0.00	\$0.00
7	1	Black 3-Piece Hard Top	\$1,495.00	\$1,495.00
8	1	Dual Door Group: Pwr Windows, Front 1-Touch Down (JPY) Speed Sensitive Power Locks (JPH) Power Heated Mirrors (GTB) Half Doors w/o Uppers (GCG) Remote Keyless Entry (GXM)	\$4,695.00	\$4,695.00
9		SubTotal		\$6,190.00
10		Running SubTotal		\$45,927.00
11		Aftermarket Equipment and Emergency Lighting		

Line	Qty	Description	Unit Price	Ext. Price
12		SubTotal		\$0.00
13		Running SubTotal		\$45,927.00
14		Miscellaneous Items:		
15	1	Temporary Tag	\$8.25	\$8.25
16		Running SubTotal		\$45,935.25
			SubTotal	\$45,935.25
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$45,935.25

Please contact me if I can be of further assistance.

Stellantis will not offer price protection for any 2024MY Government orders.

No 2024MY Government order of any kind (law or non-law) will be released for production until an accompanying Purchase Order or acceptable form of Purchase agreement has been received and verified by Stellantis Government within 30 days of order submission, or the orders will be subject to cancellation.

Brentwood City Commission Agenda

Meeting Date: 01/09/2024

Approval to Purchase Portable Radio Batteries from Motorola

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Approval to Purchase Portable Radio Batteries from Motorola

Background

The schedule in the City's Equipment Replacement Fund currently anticipates replacement of the City's 700 MHz portable radios to begin in FY 2025 and continue through FY 2028. Recent discussions with staff counterparts at the City of Franklin and Williamson County have revealed that the radios are lasting longer than originally anticipated. Replacement of the radios is now believed to be unnecessary before FY 2028. With that said, the batteries are now out of warranty and beginning to fail, necessitating replacement of the batteries only. Each device requires two (2) batteries for a total of 316.

It is staff's opinion that extending the life of the radios by replacing the batteries will not compromise operations and will produce considerable savings in the Equipment Replacement Fund and Water and Sewer Fund. Attached for your consideration is a quote from Motorola, Inc. for replacement of 316 batteries at a total price of \$41,603.06.

Please contact the Information Technology Director with any questions.

Staff Recommendation

Technology staff recommend the purchase of portable radio batteries from Motorola as a sole source provider.

Fiscal Impact

Amount : \$41,603.06

Source of Funds: ERF / Water and Sewer Fund

Account Number: Various

Fiscal Impact:

Costs will be paid out of the following Equipment Replacement Fund and Water Services accounts:

Police - 310-42100-83290	\$20,050.40
Fire - 310-42200-83290	\$ 9,884.00
Public Works - 310-43120-83290	\$1,786.08
Parks - 310-44400-83290	\$1,786.08
Technology - 310-41640-83290	\$5,640.64
Traffic - 310-43165-83290	\$223.26
Water - 412-52310-83290	\$2,232.60

Attachments

Motorola Battery Quote

Billing Address:
 BRENTWOOD, CITY OF
 5211 MARYLAND WAY
 BRENTWOOD, TN 37024
 US

Shipping Address:
 BRENTWOOD, CITY OF
 5211 MARYLAND WAY
 BRENTWOOD, TN 37024
 US

Quote Date:11/22/2023
 Expiration Date:02/20/2024
 Quote Created By:
 Brian Lorenz
 Sr. Account Manager
 brian.lorenz@
 motorolasolutions.com
 615-428-0541

 End Customer:
 BRENTWOOD, CITY OF
 Dan Harrison
 Dan.Harrison@brentwoodtn.gov
 615-371-7000

 Contract: 21424 - TENNESSEE

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	214	\$188.27	\$141.20	\$30,216.80
2	PMNN4424B	BATT IMPRES LIION IP68 2350T	102	\$148.84	\$111.63	\$11,386.26

Grand Total **\$41,603.06(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Brentwood City Commission Agenda

Meeting Date: 01/09/2024

Notice of Future Appointment of two (2) members to the Board of Zoning Appeals (For Information Only)

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Notice of Future Appointment of Two (2) Members to the Board of Zoning Appeals (For Information Only)

Background

At the March 11, 2024 meeting, the Board of Commissioners will appoint two (2) members to the Board of Zoning Appeals (BZA). The appointees will each serve a three (3) year term expiring March 31, 2027. The positions on the Board are currently held by Lisa Rothman and Todd Spillane. Applicants must be residents of the City of Brentwood.

Applications must be submitted by February 15, 2024 to the City Recorder at the Brentwood City Hall, 5211 Maryland Way, by mail to P. O. Box 788, Brentwood, TN 37024-0788 or online at the City's website, www.brentwoodtn.gov.

Notice of the upcoming appointment and process/deadlines for applications will be published in the Williamson Herald, posted on the City's web page, and on the Brentwood City Government Cable Channel (BTV).

Staff Recommendation

n/a

Fiscal Impact

Attachments

No file(s) attached.
