



**Agenda for the Regular Meeting of Board of Commissioners
Monday, August 24, 2026 - 7:00 pm
Brentwood City Hall**

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

Approval or Correction of Minutes

August 10, 2026

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 2026-75 - A RESOLUTION ADOPTING NEW GUIDELINES AND POLICIES FOR USE OF THE RAVENSWOOD MANSION IN MARCELLA VIVRETTE SMITH PARK
2. Resolution 2026-77 - A RESOLUTION AUTHORIZING THE SALE AND DISPOSAL OF SURPLUS PROPERTY HELD BY THE CITY, for adoption

3. Resolution 2026-78 - A RESOLUTION ENDORSING AN APPLICATION FOR FM GLOBAL FIRE SERVICE GRANT PROGRAM
4. Resolution 2026-79 - A RESOLUTION AUTHORIZING A TASK ORDER WITH DANIELS CHANDLER FOR TEEN SPACE RENOVATION AT THE JOHN P. HOLT BRENTWOOD LIBRARY, for adoption
5. Approval to purchase Veeam renewal
6. Approval to purchase UPS annual maintenance services
7. Approval to purchase Cisco Webex calling phone plan
8. Approval to purchase track loader for Parks Department
9. Approval to purchase Harper Industries turbo vac for Parks Department

Old Business

1. Ordinance 2026-08 - AN ORDINANCE ESTABLISHING THE OSRD (OPEN SPACE RESIDENTIAL DEVELOPMENT) AND R-2 (SUBURBAN RESIDENTIAL) ZONING DISTRICTS TO PROPERTY LOCATED WEST OF HILLSBORO ROAD AND SOUTH OF OLD HICKORY BOULEVARD TOTALING APPROXIMATELY 76.72 ACRES, for consideration on second and final reading
2. Other old business

New Business

1. Resolution 2026-76 - A RESOLUTION ANNEXING CERTAIN TERRITORY LOCATED ON THE WEST SIDE OF HILLSBORO ROAD AND SOUTH OF OLD HICKORY BOULEVARD UPON WRITTEN CONSENT OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF BRENTWOOD INCLUDING THE PLAN OF SERVICES, for adoption
2. Appointment of one (1) member to the Board of Zoning Appeals
3. Other new business

A handwritten signature in black ink, appearing to read "Jason G. Gage". The signature is fluid and cursive, with the first name "Jason" and last name "Gage" clearly distinguishable.

Jason Gage
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: 08/24/2026

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 August 10, 2026 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, August 10, 2026 at 7:00 pm at Brentwood City Hall.

Present: Mayor Nelson Andrews; Vice Mayor Rhea Little; Commissioner Janet Donahue; Commissioner Anne Dunn; Commissioner Kim Gawrys; Commissioner Stevan Pippin; Commissioner Ken Travis

Staff Present: Jason Gage, City Manager; Jay Evans, Assistant City Manager; Kristen Corn, City Attorney; Holly Earls, City Recorder

Commissioner Donahue led the Invocation. The Pledge of Allegiance was led by Commissioner Dunn.

Public Hearing

Public hearing on Ordinance 2026-08 - AN ORDINANCE ESTABLISHING THE OSRD (OPEN SPACE RESIDENTIAL DEVELOPMENT) AND R-2 (SUBURBAN RESIDENTIAL) ZONING DISTRICTS TO PROPERTY LOCATED WEST OF HILLSBORO ROAD AND SOUTH OF OLD HICKORY BOULEVARD TOTALING APPROXIMATELY 76.72 ACRES

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

Approval or Correction of Minutes

July 27, 2026

Moved by Commissioner Stevan Pippin for approval of the minutes as written, seconded by Commissioner Janet Donahue

Vote: 7 - 0 Approved - Unanimously

Mayor Andrews moved Item 3 from the Consent Agenda to the Regular Agenda for discussion at the request of the Board of Commissioners.

Consent Agenda

Resolution 2026-72 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH TENNESSEE DEPARTMENT OF TRANSPORTATION TO LOCALLY MANAGE A SIGNAL SYSTEM UPGRADE PROJECT, for adoption

Resolution 2026-74 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH PRIME CONTROLS FOR WATER DEPARTMENT SCADA SYSTEM UPGRADES, for adoption

Approval of schedule for review of the proposed Fiscal Year 2028 annual operating budget and Fiscal Years 2028-2032 Capital Improvements program

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

Vote: 7 - 0 Approved - Unanimously

New Business

Resolution 2026-73 - A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF TERRITORY BY OWNER CONSENT AND THE PLAN OF SERVICES FOR SAID TERRITORY, LOCATED ON THE WEST SIDE OF HILLSBORO ROAD SOUTH OF OLD HICKORY BOULEVARD

Moved by Commissioner Anne Dunn for approval, seconded by Vice Mayor Rhea Little

Vote: 7 - 0 Approved - Unanimously

Approval of schedule for Board of Commissioners' Meetings for Calendar Year 2027

Moved by Commissioner Janet Donahue for approval, seconded by Commissioner Kim Gawrys

Moved by Vice Mayor Rhea Little to amend the meeting schedule to move the January 25th meeting to Tuesday, January 26th, seconded by Commissioner Anne Dunn

Vote: 7 - 0 Approved - Unanimously

The main motion as amended was approved unanimously.

Vote: 7 - 0 Approved - Unanimously

Appointment of two (2) members to the Board of Building Construction Appeals

David Flow and Leah Granderson were appointed to serve a three (3) year term expiring on August 31, 2029.

Appointments of three (3) members to the Environmental Advisory Board

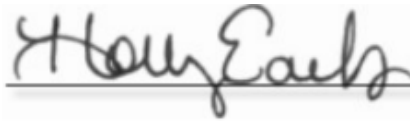
Barry Evans, Olga Jacobsen, and Stephen King were appointed to serve a two (2) year term expiring on August 31, 2028.

Appointment of one (1) member to the Historic Commission

Stacy Case was appointed to serve an unexpired term ending on February 28, 2027.

With no further business, the meeting adjourned at 7:48 pm.

APPROVED _____

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

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 08/24/2026

Res 2026-75 - Amending the General Policies and Procedures for Ravenswood Mansion

Submitted by: Charles Booth, Community Relations

Department: Community Relations

Information

Subject

Resolution 2026-75 - Amending the General Policies and Procedures for Ravenswood Mansion

Background

The City of Brentwood has owned and operated Ravenswood Mansion as a special event venue for more than 10 years, with rental rates and policies periodically updated to remain competitive while supporting the long-term preservation of the historic property. In December 2025, the City entered into a contract with 3-T Tents and Events to provide a seasonal sailcloth tent and related services beginning in 2027. Rental rates for the 2027 season were adjusted to cover the initial cost of the tent. Under the contract, annual pricing is subject to adjustment based on the Consumer Price Index (CPI). As staff prepares for the 2028 booking season, an estimated 3% CPI increase to the tent contract, combined with the associated per-event cost, necessitates a modest increase in venue rental rates of approximately 3.4%. The proposed amendment updates the 2028 rental fee schedule to reflect these increased operating costs while helping the City maintain market competitiveness and continue funding the maintenance and preservation of Ravenswood Mansion.

Staff Recommendation

Staff is requesting a 3.4% overall to account for CPI and tent cost increases.

Previous Commission Action

The City Commission authorized a contract with 3T on Dec. 8, 2025. The Commission also approved a rate increase at the same meeting.

Fiscal Impact

Attachments

Resolution 2026-75

Exhibit A - RWD Policies Clean Copy

RWD Policies Red Line Changes

RESOLUTION 2026-75

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE
TO ADOPT NEW GUIDELINES AND POLICIES FOR USE OF
THE RAVENSWOOD MANSION IN MARCELLA VIVRETTE SMITH PARK**

WHEREAS, the Ravenswood Mansion at Marcella Vivrette Smith Park is used by the public for meetings, social functions and other activities and events; and

WHEREAS, the Board of Commissioners desires to adopt new guidelines and policies for the use of the Ravenswood Mansion.

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

SECTION 1. That the guidelines and policies for the use of the Ravenswood Mansion, which are attached hereto as Exhibit A, are hereby adopted.

SECTION 2. That the City Manager shall have the discretion to approve changes to the adopted policies and procedures which he deems to be of a minor nature; provided, however, that any changes in rental costs or changes deemed by the City Manager to be major policy changes must be submitted to the Board of Commissioners for approval.

SECTION 3. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Nelson Andrews

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn



**Rental Agreement
General Policies and Procedures**

EVENT RENTAL COST PEAK SEASON 2025 & 2026

APRIL - OCTOBER

- Monday – Thursday: 9:00am – 5:00pm.....\$850.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,350.00
- Friday: 9:00am-11:00pm.....\$3,500.00
- Saturday: 9:00am – 11:00pm..... \$5,000.00
- Sunday: 9:00am-11:00pm.....\$3,500.00

EVENT RENTAL COST PEAK SEASON 2027

APRIL – OCTOBER * Includes Tent Rental*

- Monday – Thursday: 9:00am – 5:00pm.....\$850.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,350.00
- Friday: 9:00am-11:00pm.....\$6,000.00
- Saturday: 9:00am – 11:00pm..... \$7,500.00
- Sunday: 9:00am-11:00pm.....\$6,000.00

EVENT RENTAL COST OFF SEASON 2025-2027

NOVEMBER-MARCH

- Monday – Thursday: 9:00am – 5:00pm.....\$600.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,100.00
- Friday: 9:00am – 11:00pm.....\$3,000.00
- Saturday: 9:00am – 11:00pm.....\$3,500.00
- Sunday: 9:00am – 11:00pm.....\$3,000.00

EVENT RENTAL COST PEAK SEASON 2028

APRIL – OCTOBER * Includes Tent Rental*

- Monday – Thursday: 9:00am – 5:00pm.....\$880.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,400.00
- Friday: 9:00am-11:00pm.....\$6,200.00
- Saturday: 9:00am – 11:00pm..... \$7,750.00
- Sunday: 9:00am-11:00pm.....\$6,200.00

EVENT RENTAL COST OFF SEASON 2028

NOVEMBER-MARCH

- Monday – Thursday: 9:00am – 5:00pm.....\$610.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,150.00
- Friday: 9:00am – 11:00pm.....\$3,150.00
- Saturday: 9:00am – 11:00pm.....\$3,650.00
- Sunday: 9:00am – 11:00pm.....\$3,150.00

OTHER DISCOUNTS

- **Hourly Rate:** The Event Venue Manager may grant Client special hourly rates on any available dates provided the dates are not already booked 14 days out. The hourly rate is determined by dividing the full venue rental price by the number of hours specified. A minimum of three hours is required and no more than six hours may be rented with this rate.
- **30 Day out Rate:** Unreserved dates may be booked within 30 days of an event for 50% of the regular rental rate.
- **Winter indoor Events**
 - Friday, Saturday, or Sunday 9:00am-11:00pm \$2,000.00
 - Available December 1 – March 20
 - Limited to maximum of 50 guests.
- **Weekday Photography Pricing:**
 - The interior of the Mansion may be accessed for photography needs at a rate of \$50/hour. This pricing is available on general tour dates and does not grant Client exclusive access to the Mansion. Event Venue Manager may have tours or other meetings at the Mansion during that time but will put forth every effort to minimize distractions to Client. No minimum hours are required.

ADDITIONAL FEES

Cleaning Fee: \$ 300

ADD-ON OPTIONS

- **Wedding Bundle:**

- If, within 90 days of their event date, an adjacent Friday or Sunday is available, Client may bundle the Friday or Sunday date for a special rate of 50% off the normal rate in addition to their Saturday rental. Subject to availability.
- **14 Days Out:**
 - **Set Up Rental:** Within 14 days of their event, Client may book day-before access for early set up, storage, and/or rehearsal. The fee is \$500 and includes four consecutive hours of access between 9:00am and 5:00pm on the day prior to their event, subject to availability.
 - **Break Down Rental:** Within 14 days of their event, Client may book day-after access for tear down of tent, rental items, or removal of personal items. The fee is \$500 and includes four consecutive hours of access between 9:00am and 5:00pm on the day after to their event, subject to availability. Alcohol and trash items may not be left out overnight.
- **Additional Hours:**
 - Additional hours may be added on the day of a Client's rental to allow earlier access to the venue beginning no earlier than 7:00am. This rate is determined by dividing the full price venue rental fee in which the requested time falls into an hourly rate.

CAPACITY

- **Inside:**
 - The first floor is designed to accommodate up to 80 persons for a seated dinner. For a standing reception event, the mansion will accommodate 125 persons.
 - The second floor provides a changing room for use during weddings for the bride and groom. A restroom is also available on the second floor.
 - Because the mansion is divided into rooms, an inside wedding ceremony would be limited to a small group (no more than 40) in order for everyone to be able to witness the ceremony.
- **Outside:**
 - When using a tent, the maximum number of guests allowed on property is 300. Outdoor ceremonies are held on a lawn or on the front porch.
 - Our 40'x90' patio comfortably seats up to 250 guests with a stage and dance floor.

RESERVATION POLICY

- Individual dates can be booked up to 18 months in advance.
- To reserve a specific date, please view the Ravenswood Mansion calendar for availability. If the date is available, send an email requesting to book the date to: ravenswoodmansion@brentwoodtn.gov. An electronic contract will be sent at that time and the Client will have up to 72 hours to complete the contract.

- The reservation will be secured upon receipt of the signed Rental Contract and required rental fee (50% of rental fee if more than six months out, full rental fee is less than six months). Checks, cash or credit card payments are accepted. Credit card and electronic check authorizations require an additional transaction fee. Checks should be made payable to City of Brentwood and can be mailed to City of Brentwood, Attention: Ravenswood Mansion, P.O. Box 788, Brentwood, TN 37024-0788.
- The balance of the rental fee, and the flat rate cleaning fee are due six months prior to the event. Failure to meet this payment schedule will put Client's account on hold for seven days, at which time the Event Venue Manager will send a notice to Client requiring immediate action. If payment is not received within seven days of notice given, the event will be cancelled with no refunds given.

CANCELATION POLICY

- Client may cancel this contract at any time. Cancellations must be made with the Event Venue Manager in writing, preferably by email to
 - ravenswoodmansion@brentwoodtn.gov.
- **More than 180 Days:**
 - If Client cancels more than 180 days months prior to the event date, the City will return 50% percent of the deposit to the Client.
 - If the Client paid in full at the time of booking, and there were more than 180 days prior to the event, the City will return payments, less 50% of the contracted deposit amount.
 - The cleaning fee may also be returned, if applicable.
- **90 Days to 180 days:**
 - If Client requests to cancel less than 180 days but more than 90 days prior to the event date, the City will return 25% of their total paid up to date, and the cleaning fee.
- **Less 90 Days:**
 - If Client requests to cancel 90 days or less from their original contracted date no rental fee refunds may be given, however the cleaning fee may be refunded.

RESCHEDULING POLICY

- If Client requests to reschedule, Client may NOT select a new date more than 12 months from the original event date. New date requests must be made in writing to the Event Venue Manager, preferably by email to:
 - ravenswoodmansion@brentwoodtn.gov.
- **More than 180 Days:**
 - If Client requests to reschedule the original date of their event more than 180 days prior to the original event date, prior payments made may be applied to the new event date and no penalties for the change will be required.

- Should Client choose a new date that for which the booking fee is less than that of their original date, the City will return the difference in balance.
- **90 Days to 180 Days:**
 - If Client requests to reschedule the original date of their event, and there are fewer than 180 days, but more than 90 days before the original event date, 85% of payments made, and the cleaning fee may be applied to the new date. A change fee of 15% of the *original contract* will be due to finalize the new date, regardless of the cost of the new date.
 - Should Client choose a new date for which the booking fee is less than that of their original date, the Client shall not receive any refunds for a difference in balance.
- **Less Than 90 Days:**
 - Any rescheduled dates less than 90 days before the event will be considered a cancellation and Client will forfeit all funds associated with the account and will require a new booking with new payments for any future events.
- Should Client choose a new date that is more expensive than their original date, the Client will be required to pay any additional rental fees associated with the new date, as well as the change fee, if applicable, regardless of when the request to reschedule is made.
- Only one date change is permitted per booking. If Client reschedules a date and then subsequently cancels the contract, Client shall receive no refund for the cancellation.

PERSONAL ITEMS

- All personal items must be delivered and picked up within the confines of the rental period .The City of Brentwood is not responsible for personal items.
- Client will be billed \$200 for any items left inside the mansion or on the grounds past the allotted rental period.

VENDOR RENTAL ITEMS

- Rental items are an industry term used for items such as tables, chairs, linens, china, flatware, etc. The term “vendor rental items” refer to such items rented from an outside company separate from the City of Brentwood.
- **Insurance:**
 - Client may use any *licensed and insured* vendor for the rental of tables, chairs, linens, china, etc. The rental order must be submitted to the Venue Director four weeks prior to the event.
 - The City requires rental companies to have a \$1,000,000 liability insurance policy. License and insurance information for tenting companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- **Set Up/Teardown:**
 - The City **does NOT** provide set up or teardown of vendor rental items for Client’s event.

- If a Client has over 50 guests at an event, they are *required* to hire the delivering rental company to do all setup and teardown of the rental items being provided.
- **Delivery/Pick Up:**
 - Rentals must be delivered within the confines of the rental period.
 - Rentals may be picked up the day following the event provided there are no other events scheduled. If another event is scheduled, the rentals must be picked up and *off property* no later than the contracted start time of the next event.
 - Clients will be informed of the next day's rental time at the time of booking, or upon the booking of the next day.
 - If rentals are being picked up after the end of your rental period, Client is responsible for ensuring that all rental items are cleared from the mansion to allow for the rental company to access items after hours.
 - Client will be billed \$500 when rentals are left inside the mansion or remain on property past their designated time.
 - All rentals contracts are between the Client and their chosen rental company. The City, their Event Director, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in pickup or delivery from property.
 - Client is responsible for ensuring that rentals vendors are aware of the City's policies on using rentals, delivery procedures, and pick-up timing.
 - Rental companies may not drive in the grass for any reason to reach desired event area.

VENUE RENTAL ITEMS

- The “venue rental items” outlined below are referring to the tables, chairs, and other items provided by the City of Brentwood within Client's contracts.
- **Rentals:**
 - Ravenswood Mansion currently has a limited number of in-house rental items for Client's use. Rental items include tables, chairs, and other items that are listed on the Ravenswood Mansion website. Rental items are included in the rental fee and are not a separate charge for usage.
 - Because damage may occur at any point in time, the City does not guarantee the quality or quantity of any items in its inventory of tables and chairs. Should damage occur to any of the City's rental items, the City is not guaranteed to be able to replace any of their items prior to the next event.
- **Set up/Teardown:**
 - The City **does NOT** provide set up or teardown of any of their items for Client's event.

- If a Client has over 50 guests at an event, they are *required* to hire a licensed and insured event professional/company to do all setup and teardown of the City's rental items.
- If Client has less than 50 guests at an event, they may choose to set up and tear down the City's rental items themselves within their rental period. Client may also choose to have an industry professional do the setup and teardown on their behalf.
 - Any events with less than 50 guests who choose to set up/tear down rental items themselves, will billed \$200 for misuse of the City's property if the City finds that rentals have been improperly torn down and stored in the Carriage House.
- All Ravenswood rental items must go back in the Carriage House before the conclusion of the Client's event, unless prior approval to leave items out has been given in writing by the Event Venue Manager.
- Should a Client desire to have chairs flipped from ceremony to reception during a wedding, the City will allow for a designated, nonprofessional group to perform this task only under the direct supervision of the planner on site.

TENTS (When a tent IS included in venue rental)

The City of Brentwood has selected a qualified vendor to provide tent rental services at Ravenswood Mansion for a six-month period, from April 1, 2027, to October 31, 2027.

Clients that book an event during this timeframe will have the following included in their rental agreement:

- 44' x 103' sailcloth tent with wooden poles and flags at each peak.
- White string lights inside the tent and along the pathway between the tent and the mansion.
- Tent installation will be completed by April 1, 2027, with removal scheduled for October 31, 2027.

Additional Conditions:

- Any additional services, including but not limited to sidewall installation, fans, heaters, and extra lighting, will be billed by the vendor directly to the client requesting these services. Ravenswood Mansion is not responsible for any additional fees.
- Any mid-season tent removal or reinstallation between April 1 and October 31, 2027, will also be billed by the vendor directly to the requesting client. Ravenswood Mansion assumes no responsibility for these fees.

TENTS (When a tent is NOT included in venue rental)

- **Insurance:**

- Client may use any *licensed and insured* commercial tent company they choose. The tenting contract must be submitted to the Event Venue Manager four weeks prior to the event.
- The City requires the tenting company to have a \$1,000,000 insurance policy. License and insurance information for tenting companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- **Set up/Teardown:**
 - Tents are only allowed on the grounds in designated areas. These areas include the 40x90 patio, covering the patio walkway, or the back lawn. No tents may be set up directly in front of the mansion.
 - The 40x90 patio is designed to fit frame tents that are 40' wide and any increments of 10' long up to 90', or the full length of the patio.
 - Tents may be staked for support under the guidelines that stakes may be placed no less than three feet from the patio.
 - Tenting may only run off the patio area if approved by the Event Venue Manager.
 - Tenting companies are responsible for all supplying, erecting, and removal of tents. Tents must be constructed of fire-retardant material and meet all guidelines established by the fire marshal.
 - The City is not responsible for the tent nor items set up under or around the tent. Client will be responsible for any damage to the grounds resulting from the installation, use, and removal of the tent structure.
 - Tents must be set up within the confines of the Client's rental period.
 - With prior approval, tents may be torn down the day following the event provided there are no other events scheduled. If another event is scheduled, the tent must be torn down and removed from the property no later than the contracted start time of the next event.
 - Client will be billed \$500 when tents remain on property past their designated time.
 - Tenting companies may not drive in the grass for any reason to reach desired tenting area.
 - All tenting contracts are between the Client and their chosen tenting company. The City, its Event Director, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in erecting or removing tenting from property.
 - Client is responsible for ensuring that tenting vendors are aware of the City's policies delivery and pickup timing.
- **Tent Sharing:**
 - Clients may share a tent with any other adjacent events upon approval from the Event Venue Manager. A share plan, including delivery/pickup times must be submitted to the City within two weeks of the event and must be signed by both the contracting parties, as well as the planners, from each event.

CATERING

- **Insurance:**
 - Client may use any *licensed and insured* catering service of their choice.
 - All caterers must carry \$1,000,000 in general liability insurance and provide the Event Venue Manager with a certificate of insurance four weeks prior to the event.
- **Kitchen Equipment:**
 - The Ravenswood kitchen is equipped with a standard refrigerator/freezer, hot box, microwave, and icemaker. The icemaker is equipped to *typically* handle weddings of 100 or less. For weddings of any size, if Client plans to be icing down an extraordinary amount of beverages (including kegs, large quantities of alcohol, etc.), Client should be prepared to provide additional ice. Any weddings with a guest count above 100 should also be prepared to provide additional ice.
- **Requirements:**
 - A minimum of one catering staff member must remain on site through the duration of your event.
 - Catering may not be dropped on site and left unattended by catering company. Client's licensed caterer must remain in charge of all food through the duration of the event.
 - Caterers are required to do all setup, teardown, and cleanup of all food-related items, regardless of event size. All caterers must check out with the Event Representative on site during an event prior to their departure.
 - Ice must be disposed in the kitchen sink and not in/on the yard/grounds of the mansion.
- **Catering Trash:**
 - Caterers are responsible for busing reception tables and ensuring the tables are cleared of food related items such as plates, silverware, napkins, etc.
 - Caterers are responsible for cleaning the space they use and returning it to the condition in which it was found.
 - The City will supply a limited number of trash cans for Client to dispose of their trash at the conclusion of their event.
 - All trash must be in tied trash bags and placed in the containers inside the black fenced area at the rear of the mansion. Any trash that does not fit within the provided containers must be taken with the Client at the events conclusion for disposal.
 - Client will be billed \$100 if they improperly dispose of their trash either inside or outside. This additional cost is used to offset the additional labor the City must provide to dispose of Client's trash.
- **Food Trucks:**

- Food trucks are allowed in designated areas only on the driveway. All food trucks must have a mobile food vendor permit issued by the City of Brentwood.

ALCOHOL

- **General Requirements:**

- Alcoholic beverages (including but not limited to beer, wine, liquor, seltzers, and/or champagne toasts) may be served only by bartender(s) licensed by the Tennessee Alcoholic Beverage Commission. A copy of the bartender's ABC license must be on file four weeks prior to the event.
- Bartenders must be on site only as a vendor and may not be the Client themselves or a guest at the event.
- Bartenders must remain with all alcohol through the duration of the event and are responsible for distributing alcohol to any guest of valid drinking age.
- Bartenders may not consume alcohol in any form while working at a Client's event.
- Bartenders are responsible for all alcohol related trash and must place trash in tied trash bags in designated trash area.

- **Licensing and Insurance:**

- In addition to the ABC license(s), Client must obtain a host liquor liability insurance policy, which is required to be on file with the City four weeks prior to the event.

- **Consumption Requirements:**

- The City of Brentwood strictly prohibits the pouring and consumption of pure alcohol in the form of shots.
- All consumption of alcohol in dressing areas must end once event begins.
- All alcohol must be packed away prior to the bartender departure. No alcohol may be consumed once the licensed bartender has left.
- All alcohol consumption must end no later than 30 minutes prior to anticipated guest departure.
- Should alcohol-related issues arise, the Event Venue Representative has the right to request assistance from the Brentwood Police Department in resolving alcohol-related conflict.
- Client must confirm with the Event Venue Manager no less than four weeks prior to their event if they intend to have alcohol. Should a Client inform the City that they are not providing alcohol at their event and the Clients, or any guests (including members of the wedding party) are found consuming alcohol on the premises without the proper required documents as outlined in this contract, the City reserves the right to immediately terminate Client's event. Should this occur, no refunds will be given.

LIGHTING

- **Inside:**
 - The mansion has adequate lighting for inside events. If Client would like to add additional lighting inside, any requests must be submitted in writing to the Event Venue Manager.
- **Porches:**
 - All porches have traditional canned lights, which may be turned on for events. These lights are not on dimmers and must be used as is.
- **Outside:**
 - *The mansion* has traditional flood lights on its corners, as well as a few tree spotlights. Lights for the patio area are not provided.
 - Should a Client desire to have lighting at their event in the form of string lights, up lighting, chandeliers, etc. Client is responsible for hiring a licensed and insured lighting professional to supply, install, and breakdown all lighting materials.
 - *The grounds* have pathway lights to allow for easy viewing of sidewalks.

POWER

- Ravenswood has 11 circuits of power total in the reception area.
- There are three circuits dedicated to only event power.
- Clients are responsible for confirming with their vendors whether Ravenswood Mansion has adequate power sourcing for their specific event needs.
- If Client requires more power, they will need to seek additional power sources such as generators, etc.

INSURANCE

- **Client Obtained:**
 - The City of Brentwood requires each Client to obtain a \$1,000,000 general liability insurance policy for the event, naming the City of Brentwood as an additional insured if the event involves more than 50 people and/or the use/consumption of alcohol in any form. If alcohol is served, the liability policy must include Host Liquor Liability. Proof of such insurance must be provided four weeks prior to the event date. Client may purchase this insurance policy from any provider of their choosing.
- **Vendor Required:**
 - All caterer, rental, tent, and lighting vendors must carry \$1,000,000 in general liability insurance and provide the City of Brentwood with a certificate of insurance four weeks prior to the event.

MUSIC & DANCING

- **Outside:**
 - *All outdoor music must cease at 10:00pm* to comply with the City of Brentwood's noise ordinance. No exceptions to this will be made.

- Outdoor music on the house grounds must never exceed 70 decibels.
- Because the mansion is surrounded by residential neighborhoods, music shall not contain obscene or patently offensive language.
- The City reserves the right to shut down any event if the police find that they've violated the City's noise ordinance.
- **Inside:**
 - To prevent damage to the original wood floors, no dancing, or bands are allowed inside the mansion.

DECORATIONS

- Client shall be responsible for all decorations for the event.
- Signs, banners, floral arrangements, lighting, or any other decorations may **not** be taped, nailed, stapled, or otherwise fastened to the property. No adhesives of any kind are allowed. No holes may be drilled or punched anywhere on the property.
- All decorations must be removed, without leaving damage, prior to the contracted end time of the Client's event. Should the City find damage to the historic house or property due to Client's decorations, Client will be responsible for paying for repair costs in full.
- No loose glitter, confetti, fake flower petals, or any other materials prohibited by the Event Venue Manager may be used at any time.
- Should a Client desire to use real flower petals in any capacity, Client is responsible for the pickup and disposal of all petals prior to the end of their contracted rental time.
- **Approved Send-off Methods:** Bubbles, glow sticks, pom poms, ribbon wands, streamers, pom poms, and/or any other preapproved items may be used for send-off methods. Any other items not listed here must receive prior approval by the Event Venue Manager.
- **Prohibited Send-off Methods:** Sparklers, balloons, rice, bird seed, fake or real flower petals, sky lanterns, fireworks, and confetti are strictly prohibited.

CANDLES/FIRE

- The Event Representative reserves the right to request that any flame or candle be extinguished or removed, should they determine it to be unsafe.
- **Inside:**
 - The use of candles or any type of open flame is strictly prohibited **inside** the mansion at any time. LED or flameless candles are allowed.
- **Porches:**
 - Candles may be used on the porches if they are placed on a table and not directly set on the porch.
 - All candles must be contained or enclosed in glass and the flame must not reach higher than one-half inch below the top of the glass.
- **Outside:**

- Other types of non-contained candles may be used outside away from the mansion and porches.
- **Restrictions:**
 - Except for sterno or similar product for heating food, no liquid fuel candles are permitted. No flame of any kind (other than the described above) is allowed on property.
 - No fire pits of any kind are permitted.

PHOTOGRAPHY

- Client is permitted to take photos on the property for such purposes such as engagement, bridal portraits, etc. Prior approval is required for such photos to ensure the property is not previously agreed upon to be rented out or in use. Please contact the Event Venue Manager to schedule a time for photos.
- The grand front staircase may be used, but no more than two people at a time are permitted on it at any time.
- Clients acknowledge that their event is located in a public park where photography from other Clients may be going on in the public spaces.

WEDDING REHEARSAL

- All rehearsals must be done on the day of the contracted rental and may be no earlier than the agreed upon start time of the event, unless Client has rented additional time the day prior to the rental as provided within this policy.

PLANNER/EVENT MANAGEMENT

- Clients are required to sign a contract with an industry professional to do all outlined planner duties in regard to events.
- A minimum of a month of event planner or event management company is *required* for all wedding rentals, regardless of wedding size.
- A minimum of a day of event planner or event management company is *required* for all event rentals, regardless of event size.
- Wedding Planners must be industry professionals and may not be a friend or family member standing in for such role.
- All activities surrounding the wedding at Ravenswood Mansion must be managed by the planner, including but not limited to creating and managing all timelines, coordinating and managing guests, vendors, and Clients on the day of the event.
- Planner must be present beginning at first vendor load-in, or first guest arrival, whichever occurs first. Planner may not leave until the end of all mansion loadout AND the last guest has departed.
- Planners will be required to review the Client's contract with the City and sign a Planner Agreement acknowledging that they have read and understand their requirements.
- Planners will be required to do a venue walk-through with the Event Representative prior to departure.

- The City must have a copy of the written agreement with the planner four weeks prior to the event.
- A City Representative will be present the day of the event to assist in any aspect tending to the mansion, grounds, etc., but does not serve as the planner.

SMOKING AND SUBSTANCES

- Smoking of any kind is prohibited inside the mansion and on the porches at any time. Electric cigarettes are also prohibited inside the mansion and on the porches.
- Illegal substances (e.g. marijuana, cocaine) are strictly prohibited on the Ravenswood Mansion property. The user(s) of said substances are required to leave property immediately.

CLEAN UP POLICY

- Client shall pay a flat rate cleaning fee with their final balance payment, due six months prior to the event. This cleaning fee covers the cost cleaning of the mansion in preparation for the next event. Below outlines the Client responsibilities for clean up versus what your cleaning fee will cover.
- Client/outside vendor responsibilities: Trash removal inside the mansion, trash removal for reception area, dressing rooms trash and items clean up, catering kitchen clean up, putting furniture back in their proper places inside the mansion, ensuring rental items are cleared from the mansion and put away, removing all décor and personal items.
- Cleaning company responsibilities covered under Client's cleaning fee: Sweeping, mopping and/or vacuuming of all surfaces, dusting and wiping down surfaces, restroom cleaning, restroom restocking.
- Should Client fail to perform their cleaning responsibilities as outlined in this contract, the cleaning company may bill the City for additional duties. Clients will then be billed for all additional fees that the City has incurred.
- Client and their representatives shall be responsible for collecting and removing all trash at the conclusion of event. Trash bags must be **tied** and placed in the trash cans provided in the black fenced area at the rear of the mansion.
- A trash receptacle and trash bags will be furnished for Client.
- All decorations, equipment, and any other personal or rental items must be removed from the mansion/grounds at the conclusion of the event.
- Any items remaining when the City's cleaning service arrives will be discarded unless prior arrangements have been made.
- The Client is responsible for returning the grounds and facility to the condition in which they were found. All items that are property of the Ravenswood Mansion are to be returned to the designated storage areas, unless prior arrangements have been made and approval has been given at the discretion of the Event Venue Manager. In no event will the City be liable for the loss or damage of items left out overnight.

GROUNDS

- As a historical property, Ravenswood Mansion is occasionally undergoing upgrades, renovations, and repair. The City cannot guarantee the conditions of the property will match those of previous visits by Client, though every effort will be made to minimize disruptions. If for some reason the property is compromised in an unexpected way (i.e. acts of god, fire, tornado), and is not suitable to host the event, the City reserves the right to cancel. All money paid by Client and received by the City will be returned in full.
- Client acknowledges that Smith Park is an active recreational park within the City of Brentwood. This park may have various sports and other activities happening all seven days of the week throughout the year.

PARKING

- Parking is available in the adjacent parking lots.
- The driveway is only for vendor load in/load out or drop off of guests.
- If a vehicle needs to remain in Smith Park overnight following an event, the Event Representative on site must be notified. All vehicles left remaining in the park will be subject to pick up during the park's regular hours of dawn to dusk. The City of Brentwood is not liable for any loss or damage to vehicles left in the park overnight.
- Clients, vendors, and/or guests may not park or drive on the grass for any reason.

MANSION

- The front staircase may be used to access the dressing rooms upstairs. No more than TWO people at a time are allowed on the staircase for any reason. The staircase shall be blocked off at the start of the event and all guests and/or Clients will be required to use the back staircase through duration of event.
- Damage to the mansion, furnishings, or other items must be reported in writing to the Event Representative immediately; any damage will be billed to the Client.
- Movement of furniture must be kept to a minimum. If two or more people are required to lift a piece of furniture, it may not be moved by Client or Client representatives. Any furniture moved for an event must be returned to its original placement before the conclusion of the event. Any damage to the furniture or floors from Client event will be billed to the Client.
 - Inside furniture may not be brought outside under any circumstance.

RENTAL PERIOD

- Client is required to do all set up and teardown within their contracted rental period.
- **Client must be out of the mansion no later than the end of their contracted rental time. There will be no grace period for remaining inside. Client will be**

billed \$100 for every five minutes that they or their guests/representatives remain inside the mansion past their contract.

- **In the event City staff is not present at the end of the contracted rental time, staff may rely on photographic or video images from staff or the cleaning company to determine the timing of Client departure.**

ANIMALS

- Pets are permitted in wedding ceremonies and other special events **with prior notice** given to and approved by the Event Venue Manager. Pets must have a handler and be leashed at all times. All pet waste must be removed and properly disposed of in the trash. Pets are not allowed inside any buildings at any time.
- Larger animals and/or livestock must be approved by the Event Venue Manager. If approval is given, the animal must be supplied by a licensed and insured vendor/handler. The vendor/handler must stay with the animal at all times. At no time will the animal be allowed inside the mansion or on the porches. All items related to the animal, including animal waste, must be removed and properly disposed of in the designated trash area. Trailers are not permitted to drive and/or park on the grass. **Please note: not all requests for animals will be granted, and approval is given at the discretion of the Event Venue Manager on a case by case basis.**

ADDITIONAL REQUIRED DOCUMENTS

- Two questionnaires are provided to the Client throughout their booking. These questionnaires are required documents and must be submitted back to the City
- in a timely manner.
 1. Vendor questionnaire – load in and load out times are required for all vendors
 2. Final questionnaire

FINAL EVENT PLANS

- The following are required documents to be submitted to the City no less than four weeks prior to a Client's event:
 - Client's certificate of liability insurance
 - Host liquor insurance, if applicable
 - A copy of the bartender's ABC license, if applicable
 - Vendor questionnaire
 - Tenting company certificate of insurance
 - Rentals company certificate of insurance
 - Lighting company certificate of insurance
 - Event timeline and layout
 - Copies of your tent and rental orders
- A reminder and request for documents will be sent to the Client six weeks prior to the event.

SUMMARY OF FEES

- Client's failure to comply with the policies listed above will result in the City seeking recovery of its costs as outlined below. Client is responsible for returning the grounds and facility to the condition in which they were found. Any damage to the property, over what is listed below, will be billed to the Client.
 - Personal items remaining on property past rental period - **\$200**
 - Ravenswood Mansion rentals being improperly set up or torn down - **\$200**
 - Vendor rental items remaining on site past contracted rental period (without prior approval in writing) - **\$500**
 - Tents remaining on site past contract rental period (without proper approval in writing) - **\$500**
 - Improperly disposing of all trash - **\$100**
 - Failing to exit the mansion by the end of contract - **\$100 for every five minutes** remaining on site

ENFORCEMENT

- The City Manager or his designee is responsible for the implementation and enforcement of the above user policies and procedures. The City Manager may deny use of the mansion to any user when it is determined to be in the best interest of the City.



**Rental Agreement
General Policies and Procedures**

EVENT RENTAL COST PEAK SEASON 2025 & 2026

APRIL - OCTOBER

- Monday – Thursday: 9:00am – 5:00pm.....\$850.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,350.00
- Friday: 9:00am-11:00pm.....\$3,500.00
- Saturday: 9:00am – 11:00pm..... \$5,000.00
- Sunday: 9:00am-11:00pm.....\$3,500.00

EVENT RENTAL COST PEAK SEASON 2027

APRIL – OCTOBER * Includes Tent Rental*

- Monday – Thursday: 9:00am – 5:00pm.....\$850.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,350.00
- Friday: 9:00am-11:00pm.....\$6,000.00
- Saturday: 9:00am – 11:00pm..... \$7,500.00
- Sunday: 9:00am-11:00pm.....\$6,000.00

EVENT RENTAL COST OFF SEASON 2025-2027

NOVEMBER-MARCH

- Monday – Thursday: 9:00am – 5:00pm.....\$600.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,100.00
- Friday: 9:00am – 11:00pm.....\$3,000.00
- Saturday: 9:00am – 11:00pm.....\$3,500.00
- Sunday: 9:00am – 11:00pm.....\$3,000.00

EVENT RENTAL COST PEAK SEASON 2028

APRIL – OCTOBER * Includes Tent Rental*

- Monday – Thursday: 9:00am – 5:00pm.....\$880.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,400.00
- Friday: 9:00am-11:00pm.....\$6,200.00
- Saturday: 9:00am – 11:00pm..... \$7,750.00
- Sunday: 9:00am-11:00pm.....\$6,200.00

EVENT RENTAL COST OFF SEASON 2028

NOVEMBER-MARCH

- Monday – Thursday: 9:00am – 5:00pm.....\$610.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,150.00
- Friday: 9:00am – 11:00pm.....\$3,150.00
- Saturday: 9:00am – 11:00pm.....\$3,650.00
- Sunday: 9:00am – 11:00pm.....\$3,150.00

OTHER DISCOUNTS

- **Hourly Rate:** The Event Venue Manager may grant Client special hourly rates on any available dates provided the dates are not already booked 14 days out. The hourly rate is determined by dividing the full venue rental price by the number of hours specified. A minimum of three hours is required and no more than six hours may be rented with this rate.
- **30 Day out Rate:** Unreserved dates may be booked within 30 days of an event for 50% of the regular rental rate.
- **Winter indoor Events**
 - Friday, Saturday, or Sunday 9:00am-11:00pm \$2,000.00
 - Available December 1 – March 20
 - Limited to maximum of 50 guests.
- **Weekday Photography Pricing:**
 - The interior of the Mansion may be accessed for photography needs at a rate of \$50/hour. This pricing is available on general tour dates and does not grant Client exclusive access to the Mansion. Event Venue Manager may have tours or other meetings at the Mansion during that time but will put forth every effort to minimize distractions to Client. No minimum hours are required.

ADDITIONAL FEES

Cleaning Fee: \$ 300

ADD-ON OPTIONS

- **Wedding Bundle:**

- If, within 90 days of their event date, an adjacent Friday or Sunday is available, Client may bundle the Friday or Sunday date for a special rate of 50% off the normal rate in addition to their Saturday rental. Subject to availability.
- **14 Days Out:**
 - **Set Up Rental:** Within 14 days of their event, Client may book day-before access for early set up, storage, and/or rehearsal. The fee is \$500 and includes four consecutive hours of access between 9:00am and 5:00pm on the day prior to their event, subject to availability.
 - **Break Down Rental:** Within 14 days of their event, Client may book day-after access for tear down of tent, rental items, or removal of personal items. The fee is \$500 and includes four consecutive hours of access between 9:00am and 5:00pm on the day after to their event, subject to availability. Alcohol and trash items may not be left out overnight.
- **Additional Hours:**
 - Additional hours may be added on the day of a Client's rental to allow earlier access to the venue beginning no earlier than 7:00am. This rate is determined by dividing the full price venue rental fee in which the requested time falls into an hourly rate.

CAPACITY

- **Inside:**
 - The first floor is designed to accommodate up to 80 persons for a seated dinner. For a standing reception event, the mansion will accommodate 125 persons.
 - The second floor provides a changing room for use during weddings for the bride and groom. A restroom is also available on the second floor.
 - Because the mansion is divided into rooms, an inside wedding ceremony would be limited to a small group (no more than 40) in order for everyone to be able to witness the ceremony.
- **Outside:**
 - When using a tent, the maximum number of guests allowed on property is 300. Outdoor ceremonies are held on a lawn or on the front porch.
 - Our 40'x90' patio comfortably seats up to 250 guests with a stage and dance floor.

RESERVATION POLICY

- Individual dates can be booked up to 18 months in advance.
- To reserve a specific date, please view the Ravenswood Mansion calendar for availability. If the date is available, send an email requesting to book the date to: ravenswoodmansion@brentwoodtn.gov. An electronic contract will be sent at that time and the Client will have up to 72 hours to complete the contract.

- The reservation will be secured upon receipt of the signed Rental Contract and required rental fee (50% of rental fee if more than six months out, full rental fee is less than six months). Checks, cash or credit card payments are accepted. Credit card and electronic check authorizations require an additional transaction fee. Checks should be made payable to City of Brentwood and can be mailed to City of Brentwood, Attention: Ravenswood Mansion, P.O. Box 788, Brentwood, TN 37024-0788.
- The balance of the rental fee, and the flat rate cleaning fee are due six months prior to the event. Failure to meet this payment schedule will put Client's account on hold for seven days, at which time the Event Venue Manager will send a notice to Client requiring immediate action. If payment is not received within seven days of notice given, the event will be cancelled with no refunds given.

CANCELATION POLICY

- Client may cancel this contract at any time. Cancellations must be made with the Event Venue Manager in writing, preferably by email to
 - ravenswoodmansion@brentwoodtn.gov.
- **More than 180 Days:**
 - If Client cancels more than 180 days months prior to the event date, the City will return 50% percent of the deposit to the Client.
 - If the Client paid in full at the time of booking, and there were more than 180 days prior to the event, the City will return payments, less 50% of the contracted deposit amount.
 - The cleaning fee may also be returned, if applicable.
- **90 Days to 180 days:**
 - If Client requests to cancel less than 180 days but more than 90 days prior to the event date, the City will return 25% of their total paid up to date, and the cleaning fee.
- **Less 90 Days:**
 - If Client requests to cancel 90 days or less from their original contracted date no rental fee refunds may be given, however the cleaning fee may be refunded.

RESCHEDULING POLICY

- If Client requests to reschedule, Client may NOT select a new date more than 12 months from the original event date. New date requests must be made in writing to the Event Venue Manager, preferably by email to:
 - ravenswoodmansion@brentwoodtn.gov.
- **More than 180 Days:**
 - If Client requests to reschedule the original date of their event more than 180 days prior to the original event date, prior payments made may be applied to the new event date and no penalties for the change will be required.

- Should Client choose a new date that for which the booking fee is less than that of their original date, the City will return the difference in balance.
- **90 Days to 180 Days:**
 - If Client requests to reschedule the original date of their event, and there are fewer than 180 days, but more than 90 days before the original event date, 85% of payments made, and the cleaning fee may be applied to the new date. A change fee of 15% of the *original contract* will be due to finalize the new date, regardless of the cost of the new date.
 - Should Client choose a new date for which the booking fee is less than that of their original date, the Client shall not receive any refunds for a difference in balance.
- **Less Than 90 Days:**
 - Any rescheduled dates less than 90 days before the event will be considered a cancellation and Client will forfeit all funds associated with the account and will require a new booking with new payments for any future events.
- Should Client choose a new date that is more expensive than their original date, the Client will be required to pay any additional rental fees associated with the new date, as well as the change fee, if applicable, regardless of when the request to reschedule is made.
- Only one date change is permitted per booking. If Client reschedules a date and then subsequently cancels the contract, Client shall receive no refund for the cancellation.

PERSONAL ITEMS

- All personal items must be delivered and picked up within the confines of the rental period .The City of Brentwood is not responsible for personal items.
- Client will be billed \$200 for any items left inside the mansion or on the grounds past the allotted rental period.

VENDOR RENTAL ITEMS

- Rental items are an industry term used for items such as tables, chairs, linens, china, flatware, etc. The term “vendor rental items” refer to such items rented from an outside company separate from the City of Brentwood.
- **Insurance:**
 - Client may use any *licensed and insured* vendor for the rental of tables, chairs, linens, china, etc. The rental order must be submitted to the Venue Director four weeks prior to the event.
 - The City requires rental companies to have a \$1,000,000 liability insurance policy. License and insurance information for tenting companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- **Set Up/Teardown:**
 - The City **does NOT** provide set up or teardown of vendor rental items for Client’s event.

- If a Client has over 50 guests at an event, they are *required* to hire the delivering rental company to do all setup and teardown of the rental items being provided.
- **Delivery/Pick Up:**
 - Rentals must be delivered within the confines of the rental period.
 - Rentals may be picked up the day following the event provided there are no other events scheduled. If another event is scheduled, the rentals must be picked up and *off property* no later than the contracted start time of the next event.
 - Clients will be informed of the next day's rental time at the time of booking, or upon the booking of the next day.
 - If rentals are being picked up after the end of your rental period, Client is responsible for ensuring that all rental items are cleared from the mansion to allow for the rental company to access items after hours.
 - Client will be billed \$500 when rentals are left inside the mansion or remain on property past their designated time.
 - All rentals contracts are between the Client and their chosen rental company. The City, their Event Director, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in pickup or delivery from property.
 - Client is responsible for ensuring that rentals vendors are aware of the City's policies on using rentals, delivery procedures, and pick-up timing.
 - Rental companies may not drive in the grass for any reason to reach desired event area.

VENUE RENTAL ITEMS

- The “venue rental items” outlined below are referring to the tables, chairs, and other items provided by the City of Brentwood within Client's contracts.
- **Rentals:**
 - Ravenswood Mansion currently has a limited number of in-house rental items for Client's use. Rental items include tables, chairs, and other items that are listed on the Ravenswood Mansion website. Rental items are included in the rental fee and are not a separate charge for usage.
 - Because damage may occur at any point in time, the City does not guarantee the quality or quantity of any items in its inventory of tables and chairs. Should damage occur to any of the City's rental items, the City is not guaranteed to be able to replace any of their items prior to the next event.
- **Set up/Teardown:**
 - The City **does NOT** provide set up or teardown of any of their items for Client's event.

- If a Client has over 50 guests at an event, they are *required* to hire a licensed and insured event professional/company to do all setup and teardown of the City's rental items.
- If Client has less than 50 guests at an event, they may choose to set up and tear down the City's rental items themselves within their rental period. Client may also choose to have an industry professional do the setup and teardown on their behalf.
 - Any events with less than 50 guests who choose to set up/tear down rental items themselves, will billed \$200 for misuse of the City's property if the City finds that rentals have been improperly torn down and stored in the Carriage House.
- All Ravenswood rental items must go back in the Carriage House before the conclusion of the Client's event, unless prior approval to leave items out has been given in writing by the Event Venue Manager.
- Should a Client desire to have chairs flipped from ceremony to reception during a wedding, the City will allow for a designated, nonprofessional group to perform this task only under the direct supervision of the planner on site.

TENTS (When a tent IS included in venue rental)

The City of Brentwood has selected a qualified vendor to provide tent rental services at Ravenswood Mansion for a six-month period, from April 1, 2027, to October 31, 2027.

Clients that book an event during this timeframe will have the following included in their rental agreement:

- 44' x 103' sailcloth tent with wooden poles and flags at each peak.
- White string lights inside the tent and along the pathway between the tent and the mansion.
- Tent installation will be completed by April 1, 2027, with removal scheduled for October 31, 2027.

Additional Conditions:

- Any additional services, including but not limited to sidewall installation, fans, heaters, and extra lighting, will be billed by the vendor directly to the client requesting these services. Ravenswood Mansion is not responsible for any additional fees.
- Any mid-season tent removal or reinstallation between April 1 and October 31, 2027, will also be billed by the vendor directly to the requesting client. Ravenswood Mansion assumes no responsibility for these fees.

TENTS (When a tent is NOT included in venue rental)

- **Insurance:**

- Client may use any *licensed and insured* commercial tent company they choose. The tenting contract must be submitted to the Event Venue Manager four weeks prior to the event.
- The City requires the tenting company to have a \$1,000,000 insurance policy. License and insurance information for tenting companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- **Set up/Teardown:**
 - Tents are only allowed on the grounds in designated areas. These areas include the 40x90 patio, covering the patio walkway, or the back lawn. No tents may be set up directly in front of the mansion.
 - The 40x90 patio is designed to fit frame tents that are 40' wide and any increments of 10' long up to 90', or the full length of the patio.
 - Tents may be staked for support under the guidelines that stakes may be placed no less than three feet from the patio.
 - Tenting may only run off the patio area if approved by the Event Venue Manager.
 - Tenting companies are responsible for all supplying, erecting, and removal of tents. Tents must be constructed of fire-retardant material and meet all guidelines established by the fire marshal.
 - The City is not responsible for the tent nor items set up under or around the tent. Client will be responsible for any damage to the grounds resulting from the installation, use, and removal of the tent structure.
 - Tents must be set up within the confines of the Client's rental period.
 - With prior approval, tents may be torn down the day following the event provided there are no other events scheduled. If another event is scheduled, the tent must be torn down and removed from the property no later than the contracted start time of the next event.
 - Client will be billed \$500 when tents remain on property past their designated time.
 - Tenting companies may not drive in the grass for any reason to reach desired tenting area.
 - All tenting contracts are between the Client and their chosen tenting company. The City, its Event Director, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in erecting or removing tenting from property.
 - Client is responsible for ensuring that tenting vendors are aware of the City's policies delivery and pickup timing.
- **Tent Sharing:**
 - Clients may share a tent with any other adjacent events upon approval from the Event Venue Manager. A share plan, including delivery/pickup times must be submitted to the City within two weeks of the event and must be signed by both the contracting parties, as well as the planners, from each event.

CATERING

- **Insurance:**
 - Client may use any *licensed and insured* catering service of their choice.
 - All caterers must carry \$1,000,000 in general liability insurance and provide the Event Venue Manager with a certificate of insurance four weeks prior to the event.
- **Kitchen Equipment:**
 - The Ravenswood kitchen is equipped with a standard refrigerator/freezer, hot box, microwave, and icemaker. The icemaker is equipped to *typically* handle weddings of 100 or less. For weddings of any size, if Client plans to be icing down an extraordinary amount of beverages (including kegs, large quantities of alcohol, etc.), Client should be prepared to provide additional ice. Any weddings with a guest count above 100 should also be prepared to provide additional ice.
- **Requirements:**
 - A minimum of one catering staff member must remain on site through the duration of your event.
 - Catering may not be dropped on site and left unattended by catering company. Client's licensed caterer must remain in charge of all food through the duration of the event.
 - Caterers are required to do all setup, teardown, and cleanup of all food-related items, regardless of event size. All caterers must check out with the Event Representative on site during an event prior to their departure.
 - Ice must be disposed in the kitchen sink and not in/on the yard/grounds of the mansion.
- **Catering Trash:**
 - Caterers are responsible for busing reception tables and ensuring the tables are cleared of food related items such as plates, silverware, napkins, etc.
 - Caterers are responsible for cleaning the space they use and returning it to the condition in which it was found.
 - The City will supply a limited number of trash cans for Client to dispose of their trash at the conclusion of their event.
 - All trash must be in tied trash bags and placed in the containers inside the black fenced area at the rear of the mansion. Any trash that does not fit within the provided containers must be taken with the Client at the events conclusion for disposal.
 - Client will be billed \$100 if they improperly dispose of their trash either inside or outside. This additional cost is used to offset the additional labor the City must provide to dispose of Client's trash.
- **Food Trucks:**

- Food trucks are allowed in designated areas only on the driveway. All food trucks must have a mobile food vendor permit issued by the City of Brentwood.

ALCOHOL

- **General Requirements:**

- Alcoholic beverages (including but not limited to beer, wine, liquor, seltzers, and/or champagne toasts) may be served only by bartender(s) licensed by the Tennessee Alcoholic Beverage Commission. A copy of the bartender's ABC license must be on file four weeks prior to the event.
- Bartenders must be on site only as a vendor and may not be the Client themselves or a guest at the event.
- Bartenders must remain with all alcohol through the duration of the event and are responsible for distributing alcohol to any guest of valid drinking age.
- Bartenders may not consume alcohol in any form while working at a Client's event.
- Bartenders are responsible for all alcohol related trash and must place trash in tied trash bags in designated trash area.

- **Licensing and Insurance:**

- In addition to the ABC license(s), Client must obtain a host liquor liability insurance policy, which is required to be on file with the City four weeks prior to the event.

- **Consumption Requirements:**

- The City of Brentwood strictly prohibits the pouring and consumption of pure alcohol in the form of shots.
- All consumption of alcohol in dressing areas must end once event begins.
- All alcohol must be packed away prior to the bartender departure. No alcohol may be consumed once the licensed bartender has left.
- All alcohol consumption must end no later than 30 minutes prior to anticipated guest departure.
- Should alcohol-related issues arise, the Event Venue Representative has the right to request assistance from the Brentwood Police Department in resolving alcohol-related conflict.
- Client must confirm with the Event Venue Manager no less than four weeks prior to their event if they intend to have alcohol. Should a Client inform the City that they are not providing alcohol at their event and the Clients, or any guests (including members of the wedding party) are found consuming alcohol on the premises without the proper required documents as outlined in this contract, the City reserves the right to immediately terminate Client's event. Should this occur, no refunds will be given.

LIGHTING

- **Inside:**
 - The mansion has adequate lighting for inside events. If Client would like to add additional lighting inside, any requests must be submitted in writing to the Event Venue Manager.
- **Porches:**
 - All porches have traditional canned lights, which may be turned on for events. These lights are not on dimmers and must be used as is.
- **Outside:**
 - *The mansion* has traditional flood lights on its corners, as well as a few tree spotlights. Lights for the patio area are not provided.
 - Should a Client desire to have lighting at their event in the form of string lights, up lighting, chandeliers, etc. Client is responsible for hiring a licensed and insured lighting professional to supply, install, and breakdown all lighting materials.
 - *The grounds* have pathway lights to allow for easy viewing of sidewalks.

POWER

- Ravenswood has 11 circuits of power total in the reception area.
- There are three circuits dedicated to only event power.
- Clients are responsible for confirming with their vendors whether Ravenswood Mansion has adequate power sourcing for their specific event needs.
- If Client requires more power, they will need to seek additional power sources such as generators, etc.

INSURANCE

- **Client Obtained:**
 - The City of Brentwood requires each Client to obtain a \$1,000,000 general liability insurance policy for the event, naming the City of Brentwood as an additional insured if the event involves more than 50 people and/or the use/consumption of alcohol in any form. If alcohol is served, the liability policy must include Host Liquor Liability. Proof of such insurance must be provided four weeks prior to the event date. Client may purchase this insurance policy from any provider of their choosing.
- **Vendor Required:**
 - All caterer, rental, tent, and lighting vendors must carry \$1,000,000 in general liability insurance and provide the City of Brentwood with a certificate of insurance four weeks prior to the event.

MUSIC & DANCING

- **Outside:**
 - *All outdoor music must cease at 10:00pm* to comply with the City of Brentwood's noise ordinance. No exceptions to this will be made.

- Outdoor music on the house grounds must never exceed 70 decibels.
- Because the mansion is surrounded by residential neighborhoods, music shall not contain obscene or patently offensive language.
- The City reserves the right to shut down any event if the police find that they've violated the City's noise ordinance.
- **Inside:**
 - To prevent damage to the original wood floors, no dancing, or bands are allowed inside the mansion.

DECORATIONS

- Client shall be responsible for all decorations for the event.
- Signs, banners, floral arrangements, lighting, or any other decorations may **not** be taped, nailed, stapled, or otherwise fastened to the property. No adhesives of any kind are allowed. No holes may be drilled or punched anywhere on the property.
- All decorations must be removed, without leaving damage, prior to the contracted end time of the Client's event. Should the City find damage to the historic house or property due to Client's decorations, Client will be responsible for paying for repair costs in full.
- No loose glitter, confetti, fake flower petals, or any other materials prohibited by the Event Venue Manager may be used at any time.
- Should a Client desire to use real flower petals in any capacity, Client is responsible for the pickup and disposal of all petals prior to the end of their contracted rental time.
- **Approved Send-off Methods:** Bubbles, glow sticks, pom poms, ribbon wands, streamers, pom poms, and/or any other preapproved items may be used for send-off methods. Any other items not listed here must receive prior approval by the Event Venue Manager.
- **Prohibited Send-off Methods:** Sparklers, balloons, rice, bird seed, fake or real flower petals, sky lanterns, fireworks, and confetti are strictly prohibited.

CANDLES/FIRE

- The Event Representative reserves the right to request that any flame or candle be extinguished or removed, should they determine it to be unsafe.
- **Inside:**
 - The use of candles or any type of open flame is strictly prohibited **inside** the mansion at any time. LED or flameless candles are allowed.
- **Porches:**
 - Candles may be used on the porches if they are placed on a table and not directly set on the porch.
 - All candles must be contained or enclosed in glass and the flame must not reach higher than one-half inch below the top of the glass.
- **Outside:**

- Other types of non-contained candles may be used outside away from the mansion and porches.
- **Restrictions:**
 - Except for sterno or similar product for heating food, no liquid fuel candles are permitted. No flame of any kind (other than the described above) is allowed on property.
 - No fire pits of any kind are permitted.

PHOTOGRAPHY

- Client is permitted to take photos on the property for such purposes such as engagement, bridal portraits, etc. Prior approval is required for such photos to ensure the property is not previously agreed upon to be rented out or in use. Please contact the Event Venue Manager to schedule a time for photos.
- The grand front staircase may be used, but no more than two people at a time are permitted on it at any time.
- Clients acknowledge that their event is located in a public park where photography from other Clients may be going on in the public spaces.

WEDDING REHEARSAL

- All rehearsals must be done on the day of the contracted rental and may be no earlier than the agreed upon start time of the event, unless Client has rented additional time the day prior to the rental as provided within this policy.

PLANNER/EVENT MANAGEMENT

- Clients are required to sign a contract with an industry professional to do all outlined planner duties in regard to events.
- A minimum of a month of event planner or event management company is *required* for all wedding rentals, regardless of wedding size.
- A minimum of a day of event planner or event management company is *required* for all event rentals, regardless of event size.
- Wedding Planners must be industry professionals and may not be a friend or family member standing in for such role.
- All activities surrounding the wedding at Ravenswood Mansion must be managed by the planner, including but not limited to creating and managing all timelines, coordinating and managing guests, vendors, and Clients on the day of the event.
- Planner must be present beginning at first vendor load-in, or first guest arrival, whichever occurs first. Planner may not leave until the end of all mansion loadout AND the last guest has departed.
- Planners will be required to review the Client's contract with the City and sign a Planner Agreement acknowledging that they have read and understand their requirements.
- Planners will be required to do a venue walk-through with the Event Representative prior to departure.

- The City must have a copy of the written agreement with the planner four weeks prior to the event.
- A City Representative will be present the day of the event to assist in any aspect tending to the mansion, grounds, etc., but does not serve as the planner.

SMOKING AND SUBSTANCES

- Smoking of any kind is prohibited inside the mansion and on the porches at any time. Electric cigarettes are also prohibited inside the mansion and on the porches.
- Illegal substances (e.g. marijuana, cocaine) are strictly prohibited on the Ravenswood Mansion property. The user(s) of said substances are required to leave property immediately.

CLEAN UP POLICY

- Client shall pay a flat rate cleaning fee with their final balance payment, due six months prior to the event. This cleaning fee covers the cost cleaning of the mansion in preparation for the next event. Below outlines the Client responsibilities for clean up versus what your cleaning fee will cover.
- Client/outside vendor responsibilities: Trash removal inside the mansion, trash removal for reception area, dressing rooms trash and items clean up, catering kitchen clean up, putting furniture back in their proper places inside the mansion, ensuring rental items are cleared from the mansion and put away, removing all décor and personal items.
- Cleaning company responsibilities covered under Client's cleaning fee: Sweeping, mopping and/or vacuuming of all surfaces, dusting and wiping down surfaces, restroom cleaning, restroom restocking.
- Should Client fail to perform their cleaning responsibilities as outlined in this contract, the cleaning company may bill the City for additional duties. Clients will then be billed for all additional fees that the City has incurred.
- Client and their representatives shall be responsible for collecting and removing all trash at the conclusion of event. Trash bags must be **tied** and placed in the trash cans provided in the black fenced area at the rear of the mansion.
- A trash receptacle and trash bags will be furnished for Client.
- All decorations, equipment, and any other personal or rental items must be removed from the mansion/grounds at the conclusion of the event.
- Any items remaining when the City's cleaning service arrives will be discarded unless prior arrangements have been made.
- The Client is responsible for returning the grounds and facility to the condition in which they were found. All items that are property of the Ravenswood Mansion are to be returned to the designated storage areas, unless prior arrangements have been made and approval has been given at the discretion of the Event Venue Manager. In no event will the City be liable for the loss or damage of items left out overnight.

GROUND

- As a historical property, Ravenswood Mansion is occasionally undergoing upgrades, renovations, and repair. The City cannot guarantee the conditions of the property will match those of previous visits by Client, though every effort will be made to minimize disruptions. If for some reason the property is compromised in an unexpected way (i.e. acts of god, fire, tornado), and is not suitable to host the event, the City reserves the right to cancel. All money paid by Client and received by the City will be returned in full.
- Client acknowledges that Smith Park is an active recreational park within the City of Brentwood. This park may have various sports and other activities happening all seven days of the week throughout the year.

PARKING

- Parking is available in the adjacent parking lots.
- The driveway is only for vendor load in/load out or drop off of guests.
- If a vehicle needs to remain in Smith Park overnight following an event, the Event Representative on site must be notified. All vehicles left remaining in the park will be subject to pick up during the park's regular hours of dawn to dusk. The City of Brentwood is not liable for any loss or damage to vehicles left in the park overnight.
- Clients, vendors, and/or guests may not park or drive on the grass for any reason.

MANSION

- The front staircase may be used to access the dressing rooms upstairs. No more than TWO people at a time are allowed on the staircase for any reason. The staircase shall be blocked off at the start of the event and all guests and/or Clients will be required to use the back staircase through duration of event.
- Damage to the mansion, furnishings, or other items must be reported in writing to the Event Representative immediately; any damage will be billed to the Client.
- Movement of furniture must be kept to a minimum. If two or more people are required to lift a piece of furniture, it may not be moved by Client or Client representatives. Any furniture moved for an event must be returned to its original placement before the conclusion of the event. Any damage to the furniture or floors from Client event will be billed to the Client.
 - Inside furniture may not be brought outside under any circumstance.

RENTAL PERIOD

- Client is required to do all set up and teardown within their contracted rental period.
- **Client must be out of the mansion no later than the end of their contracted rental time. There will be no grace period for remaining inside. Client will be**

billed \$100 for every five minutes that they or their guests/representatives remain inside the mansion past their contract.

- **In the event City staff is not present at the end of the contracted rental time, staff may rely on photographic or video images from staff or the cleaning company to determine the timing of Client departure.**

ANIMALS

- Pets are permitted in wedding ceremonies and other special events **with prior notice** given to and approved by the Event Venue Manager. Pets must have a handler and be leashed at all times. All pet waste must be removed and properly disposed of in the trash. Pets are not allowed inside any buildings at any time.
- Larger animals and/or livestock must be approved by the Event Venue Manager. If approval is given, the animal must be supplied by a licensed and insured vendor/handler. The vendor/handler must stay with the animal at all times. At no time will the animal be allowed inside the mansion or on the porches. All items related to the animal, including animal waste, must be removed and properly disposed of in the designated trash area. Trailers are not permitted to drive and/or park on the grass. **Please note: not all requests for animals will be granted, and approval is given at the discretion of the Event Venue Manager on a case by case basis.**

ADDITIONAL REQUIRED DOCUMENTS

- Two questionnaires are provided to the Client throughout their booking. These questionnaires are required documents and must be submitted back to the City
- in a timely manner.
 1. Vendor questionnaire – load in and load out times are required for all vendors
 2. Final questionnaire

FINAL EVENT PLANS

- The following are required documents to be submitted to the City no less than four weeks prior to a Client's event:
 - Client's certificate of liability insurance
 - Host liquor insurance, if applicable
 - A copy of the bartender's ABC license, if applicable
 - Vendor questionnaire
 - Tenting company certificate of insurance
 - Rentals company certificate of insurance
 - Lighting company certificate of insurance
 - Event timeline and layout
 - Copies of your tent and rental orders
- A reminder and request for documents will be sent to the Client six weeks prior to the event.

SUMMARY OF FEES

- Client's failure to comply with the policies listed above will result in the City seeking recovery of its costs as outlined below. Client is responsible for returning the grounds and facility to the condition in which they were found. Any damage to the property, over what is listed below, will be billed to the Client.
 - Personal items remaining on property past rental period - **\$200**
 - Ravenswood Mansion rentals being improperly set up or torn down - **\$200**
 - Vendor rental items remaining on site past contracted rental period (without prior approval in writing) - **\$500**
 - Tents remaining on site past contract rental period (without proper approval in writing) - **\$500**
 - Improperly disposing of all trash - **\$100**
 - Failing to exit the mansion by the end of contract - **\$100 for every five minutes** remaining on site

ENFORCEMENT

- The City Manager or his designee is responsible for the implementation and enforcement of the above user policies and procedures. The City Manager may deny use of the mansion to any user when it is determined to be in the best interest of the City.

Brentwood City Commission Agenda

Meeting Date: 08/24/2026

Resolution 2026-77 - Authorizing the Sale and Disposal of Surplus Property

Submitted by: Chris Franklin, Finance

Department: Finance

Information

Subject

Resolution 2026-77 - Authorizing the Sale and Disposal of Surplus Property

Background

Periodically, staff requests authorization from the City Commission to sell and dispose of surplus property and equipment based on a review and recommendation from City departments. It has been determined that the property and equipment on the attached list have exceeded their useful lives and cannot be cost-effectively maintained or refurbished. They also take up storage space which is limited in the various City facilities.

Staff plans to use GovDeals to sell any surplus property of value. All other items not sold on GovDeals will either be sold for scrap, donated to Goodwill or another not-for-profit, or disposed of as junk.

A few significant items on the list to be sold on GovDeals are two Grapple Trucks from Public Works, two pickup trucks from Parks, nine Police Vehicles and light bars, and an SUV from Water.

The full list of proposed surplussed items is provided in Attachment A.

Please contact the Finance Director if you have any questions.

Staff Recommendation

Staff recommends approval of the accompanying resolution.

Fiscal Impact

Attachments

Resolution 2026-77
FY 2027 Surplus List

RESOLUTION 2026-77

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE
THE SALE AND DISPOSAL OF CERTAIN SURPLUS PROPERTY HELD BY THE
CITY OF BRENTWOOD**

WHEREAS, various departments of the City of Brentwood are in possession of certain property which is no longer necessary to the City's operations; and

WHEREAS, it is appropriate that the Board of Commissioners should authorize the sale and disposal of such property.

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

SECTION 1. That the property identified in Attachment A, which is attached hereto and made a part of this resolution by reference, is hereby declared to be surplus property of the City and the sale and disposal thereof is hereby authorized.

SECTION 2. That the City Manager or his designees are hereby authorized to take such steps as may be necessary and appropriate to sell and dispose of the property identified on Attachment A.

SECTION 3. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Nelson Andrews

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

FY 2027 Surplus List

[illegible]

FY 2027 Surplus List

Department	Department Approved By	Asset Description	Quantity	Reason for Disposal	Method of Disposal
Police	Police	Light Bar	1	Replaced	Stripped for good componets/ Junked
Police	Police	Light Bar	1	Replaced	Stripped for good componets/ Junked
Police	Police	Light Bar	1	Replaced	Stripped for good componets/ Junked
Police	Police	Light Bar	1	Replaced	Stripped for good componets/ Junked
Police	Police	Light Bar	1	Replaced	Stripped for good componets/ Junked
Public Works	Public Works- Traffic	ATSI Conflict Monitor Tester	1	Technology No Longer Supported	Trade In
Public Works	Public Works	Grapple Truck #375	1	ERF Replacement	Sold/Surplus (Indicate How: Govdeals, Etc)
Public Works	Public Works	Grapple Truck #378	1	ERF - New One	Sold/Surplus (Indicate How: Govdeals, Etc)
Public Works	Public Works	Chipper Trailer	1	Replaced	Sold/Surplus (Indicate How: Govdeals, Etc)
Public Works	Public Works	Engine Hoist	1	Do Not Use	Sold/Surplus (Indicate How: Govdeals, Etc)
Public Works	Public Works	Rock Hounds	6	Do Not Use	Junked And/Or Salvaged For Parts
Public Works	Public Works	Zero Turn Lawn Mower	1	Transfer	Transfer (List Receiving Dept; May Involve \$)
Public Works	Public Works	Uniloader W/ Bucket	1	Do Not Use	Sold/Surplus (Indicate How: Govdeals, Etc)
Public Works	Public Works	Rubber Snow Plow Edges	6	Will Not Use On Current Plows	Sold/Surplus (Indicate How: Govdeals, Etc)
Public Works	Public Works	Chipper Truck #367	1	Do Not Use	Sold/Surplus (Indicate How: Govdeals, Etc)
Public Works	Public Works	Chipper Machine	1	Do Not Use	Sold/Surplus (Indicate How: Govdeals, Etc)
Public Works	Public Works	Gradall Unit #343	1	ERF- New One	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Ford Edge	1	Age And Costly Repairs	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell 1720Dn Printer	1	Broken	Junked And/Or Salvaged For Parts
Technology	Technology	Dell B2360Dn Printer	1	Broken	Junked And/Or Salvaged For Parts
Technology	Technology	Dell E525W Printer	1	Broken	Junked And/Or Salvaged For Parts
Technology	Technology	Dell 2330Dn Printer	1	Broken	Junked And/Or Salvaged For Parts
Technology	Technology	Dell Optiplex 7040 Micro	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Optiplex 7070	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell 5130 Printer	1	Broken	Junked And/Or Salvaged For Parts
Technology	Technology	Dell Latitude 5420 Laptop	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Latitude 5400 Laptop	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Optiplex 7000	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Latitude 5501 Laptop	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Optiplex 7070 Sff	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell 7080 Micro	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell 7080 Micro	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Latitude 7520	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Optiplex 7090 Ultra	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Optiplex 7050 Micro	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Peplink Balance 580 Router	1	Do Not Use	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Scv2000 Storage Array (2)	2	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Poweredge R430	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Poweredge R610	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Surface Go 128Gb 4415Y 8Gb M1825	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Delllatitude 7520	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell XPS 15 (9510)	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Fluke Networks Network Analyzer	1	Do Not Use	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell optiplex 7080 SFF	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Cisco Access Point C9130AXI-B	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)

FY 2027 Surplus List

[illegible]

FY 2027 Surplus List

Department	Department Approved By	Asset Description	Quantity	Reason for Disposal	Method of Disposal
Technology	Technology	Dell Optiplex 7070 SFF	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Optiplex 7070 SFF	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Precision 3630	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Precision 5820	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Precision 5820	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Precision 5820	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Precision 5820	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Precision 5820	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell 7230 Rugged laptop	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Smart Docking Statiion	1	Broken	Junked And/Or Salvaged For Parts
Technology	Technology	Apple 10.5" ipad Pro	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Latitude 5510 & case	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Latitude 5520	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Latitude 7520	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Latitude 5420	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Latitude 5520	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Cisco Catalyst 3560-CX Switch	1	No longer need	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Cisco ASA-5516	1	No longer need	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Cisco 4300 Series Router	1	No longer need	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Cisco 4300 Series Router	1	No longer need	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Cisco 4300 Series Router	1	No Longer need	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Latitude 7420	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Technology	Technology	Dell Latitude 7520	1	EQR	Sold/Surplus (Indicate How: Govdeals, Etc)
Water	Water	2008 Trail Blazer SUV	1	Transfer	Transfer
Water	Water Services	Mobile Water Pump W/Trailer	1	Replaced With New Setup	Sold/Surplus (Indicate How: Govdeals, Etc)
Water	Water Services	Sewer Station Lift Pump	2	Replaced With New Pump Station	Sold/Surplus (Indicate How: Govdeals, Etc)
Water	Water Services	Sewer Station Lift Pump	2	Upgraded Pump Station	Sold/Surplus (Indicate How: Govdeals, Etc)
Water	Water Services	VFD Motor Drive Controls	2	Upgraded Pump Station Equipment	Sold/Surplus (Indicate How: Govdeals, Etc)
Water	Water Services	60" 3pt Hitch Aerator	1	No Longer Needed	Sold/Surplus (Indicate How: Govdeals, Etc)

Brentwood City Commission Agenda

Meeting Date: 08/24/2026

Res 2026-78 - Approval for Fire & Rescue to Apply for FM Global Fire Service Grant

Submitted by: Brian Collins, Fire & Rescue

Department: Fire & Rescue

Information

Subject

Resolution 2026-78 - Application to FM Global Fire Service Grant Program

Background

The application period for the FM Global Fire Service Grant Program is now open. Fire & Rescue is seeking approval to apply for and (if awarded) accept this grant. Our intent would be to use this funding to provide training on the pre-incident planning module of our records management system. The grant awards up to \$5,000 for this purpose, and does not require a local match.

Staff Recommendation

Staff recommends approval.

Fiscal Impact

Attachments

Resolution 2026-78

RESOLUTION 2026-78

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO ENDORSE AN
APPLICATION FOR FM GLOBAL FIRE SERVICE GRANT PROGRAM**

SECTION 1. That the application for FM Global Fire Service grant program is hereby endorsed.

SECTION 2. That the Mayor is hereby authorized to execute such documents as may require the Mayor's signature in support of such grant funding, including any documents to accept the funding.

SECTION 3. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Nelson Andrews

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

Brentwood City Commission Agenda

Meeting Date: 08/24/2026

Res 2026-79 - Daniels Chandler Teen Space Renovation Task Order

Submitted by: Lee Boulie, Library

Department: Library

Information

Subject

Resolution 2026-79 - A resolution approving an Task Order with Daniels Chandler for Architectural Services related to the Teen Space Renovation Project.

Background

On October 26, 2017, the Brentwood City Commission accepted a ~\$4.2 million bequest from the O'Delle K. Holt estate, a generous donation earmarked in honor of her late husband, John P. Holt, after whom the library is now named. The Guidelines adopted for the Trust Account provide that 25%, or \$1,063,204, of the original ~\$4.2 million may be utilized for "short-term projects" at the Library, which are defined as those that are "an enhancement to the facility, grounds, or services of the John P. Holt Brentwood Library and its users." In addition, 25% of the account's earned interest can also be applied to "short-term projects" at the Library.

To date, \$396,005.64 has been spent on projects such as the wireless upgrade project (2019), the Meeting Room / Learning Lab modifications (2020), Children's Library furniture (2020), the Friends Gathering Room Renovations (2025), staff work area renovations (2025), and Quiet Reading Room Renovation (2026). Of the original amount allocated for renovations, plus interest, \$1,082,288.97 remains for short-term projects.

At the July 23, 2026 City Commission Briefing, Library Chair Cheryl Waltko, Library Director Lee Boulie, and Daniels Chandler Architect Meredith Bardill presented a concept design for the Teen Space Renovation to the City Commission. This design was a product of months of work by staff, the library board, and Daniels Chandler. Feedback from the City Commission on the proposed design was favorable.

The attached proposed agreement with Daniels Chandler provides for the next phase of the project, which includes full design and preparation of construction documents. Construction administration is also included in the proposal.

The Library Board voted unanimously to approve staff making the request to the City Commission to release \$60,000 of Holt Funds for the completion of this work.

Please contact the Assistant City Manager or Library Director with any questions.

Staff Recommendation

Staff recommends approval of the resolution authorizing the task order with Daniels Chandler for design services related to the Teen Room renovation for \$60,000. Staff also requests a contingency of \$15,000 to allow for unforeseen circumstances and any hourly services needed for fixture, furniture, and equipment selection. The total amount authorized would be \$75,000, to be paid for by the John P. Holt Bequest Account.

Previous Commission Action

Resolution 2026-06 - Authorizing Expenditure of Funds from the Holt Trust Account for Quiet Reading Room Renovation adopted January 12, 2026. Resolution 2025-68 - Authorizing Expenditure of Funds from the Holt Trust Account for Interior Improvements at the John P. Holt Brentwood Library adopted September 9, 2025. Resolution 2025-09 adopted January 27, 2025 authorizing \$80,000 of Holt funds for renovations to the Friends Gathering Room. Resolution 2023-48, adopted April 24, 2024, authorized \$17,097.48 from Holt funds to be spent on Meeting Room/Learning Lab modifications Resolution 2020-33, adopted April 13, 2020, authorized \$25,609.87 from Holt funds to purchase furniture for the Children's Library Resolution 2018-54, adopted July 7, 2018, established the Holt Trust Account Guidelines. Resolution 2026-06 - Authorizing Expenditure of Funds from the Holt Trust Account for Quiet Reading Room Renovation.

Fiscal Impact

Amount : \$75,000

Source of Funds: John P. Holt Bequest Account

Account Number: 615-41900-83160

Fiscal Impact:

Funds are available within the "short term projects" allocation of funds in the John P. Holt Bequest Account.

Attachments

Resolution 2026-79

Task Order for COB Contract #: 2026-037

RESOLUTION 2026-79

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE A TASK ORDER BY AND BETWEEN THE CITY OF BRENTWOOD AND DANIELS CHANDLER FOR TEEN SPACE RENOVATION AT THE JOHN P. HOLT BRENTWOOD LIBRARY, A COPY OF SAID TASK ORDER 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 task order by and between the City of Brentwood and Daniels Chandler for teen space renovation at the John P. Holt Brentwood Library, a copy of said task order 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 Nelson Andrews

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn



City of Brentwood
The John P. Holt Brentwood Library
Lee Boulie - Library Director
8109 Concord Road
Brentwood, TN 37207

August 13, 2026
26081-02 - Brentwood Library Teen Space Transformation Design
Proposal for Professional Services

Lee,

Thank you for your interest in using Daniels Chandler for your upcoming project.

The intent of this proposal is to take the previously approved Task 01 Conceptual Design Package and develop Construction Documents for bidding and construction as outlined in the proposal below.

Our team is proposing the scope of work be separated into three packages based upon your designated scope of work. We have divided the work into packages as follows:

- Project 26081, Task 01 - Conceptual Design (*Previously completed July, 2026*)
- Project 26081, Task 02 - Construction Documents & Construction Administration
- Project 26081, Task 03 - Bidding/Negotiations (Optional)
- Project 26081, Task 04 - Furniture Selection & Coordination (Optional)

Total Proposed Fee: \$60,000*

**The Proposed Fee is detailed in the respective Task section(s). The Total Proposed Fee excludes fees for Optional Task(s). If Optional Task(s) are executed the Total Fee will be reflected in the billing.*

Task 01 - Conceptual Design (*Previously completed on July, 2026*)

Task 02 - Construction Documents & Construction Administration

This scope of work will be provided at a fee of \$60,000, refer to the breakdown below.

• Construction Documents	\$42,000
• Construction Administration	\$18,000
Total	\$60,000

This task assumes no major changes from the final Task 01 conceptual design that was approved by the Library Board. Any Owner requested changes that deviate from Task 01 design will incur a fee per Exhibit 1.

Daniels Chandler agrees to provide architectural and limited engineering services for the above referenced scope of work including phases for Design Development and Construction Documents (CD).

Engineering Services include mechanical, and electrical. It is assumed all other engineering services will not be

included in this document set. Daniels Chandler is anticipating any work not listed above, if needed, to be design / build with the Contractor. If Daniels Chandler is coordinating drawings with Client/Contractor provided vendor/consultant, vendor/consultant shall provide drawings no later than three (3) weeks before each print deadline.

Construction Documents for this project will include:

- Cover / Index / Code Analysis
- Specifications
- Life Safety Plan(s)
- Demolition Plan(s) as needed
- New Work Plan(s)
- Reflected Ceiling Plan(s)
- Interior Elevations as needed
- Exterior Elevations as needed
- Door / Window Schedule(s)
- Casework Elevations as needed
- Construction Details as needed
- Finish Selections (includes ceiling, paint, base, flooring, cabinet and counter finishes)
- Engineered Electrical Design
- Engineered Mechanical Design
- PDF set of drawings

Timeline:

The following design timeline provides our team's anticipated schedule. Dates provided below are approximate, and decision milestones including proposal approval and Client review may impact the overall schedule. The provided Anticipated Timeline will be confirmed once receiving notice to proceed from Client.

- Total Design Time: **10-14 weeks**
 - Design Development - 4-5 weeks
 - Client Review - 2-3 weeks
 - Construction Documents - 4-5 weeks

Construction Administration

Typical Construction Administration for a project includes below items. Any services needed in addition to the outline below will be offered on an hourly fee per Exhibit 1.

- Site visits for field observation/site coordination
 - (1) per month during active construction
- Owner Architect Contractor (OAC) calls/in-person meetings
 - (1) per month during active construction
- Coordination of Owner's Vendors coordination items and/or submittals
- RFI & Submittal Reviews

Timeline:

The timeline for Construction Administration will be integrated within the schedule of the Task(s) above.

Payment Schedule:

A monthly invoice will be billed for the scope of work completed to date. A breakdown of fee structure percentages is provided below.

Phase of Work	Percentage of Cost	Anticipated Timeline
Design Development	55% (\$23,100)	September 2026
Construction Documents	45% (\$18,900)	November 2026
Construction Administration	100% (18,000)	billed monthly based on construction timeline at equal percentage

Task 03 - Bidding/Negotiations (Optional)

This service is offered at an hourly fee per Exhibit 1. Typical Bidding/Negotiation services may include:

- Bid Leveling

- Bid Opening & Compiling
- Contractor Interview and/or Selection
- AIA Contract Preparation
- Value Engineering and any associated drawing updates

Timeline:

The overall timeline would be following the schedule of Task above.

Payment Schedule:

A monthly invoice will be billed for the scope of work completed to date.

Task 04 - Furniture Selection & Coordination (Optional)

We offer this service on an hourly fee per Exhibit 1. This may be provided upon the Owner's request. Typical Furniture Selection & Coordination for a project includes:

- Programming and planning (Initial Client Meeting/Vision Board)
- Furniture, Art, Accessories Layout and Design
- Furniture, Art, Accessories Installation
- Product Selection
- Specifications and Documentation
- Coordination with Architecture and Engineering
- Procurement Support
- Installation Coordination
- Post-Installation/Closeout

Timeline:

The design timeline for Furniture Selection and Coordination will be integrated within the schedule of the Task(s) above.

The installation timeline for Furniture Selection and Coordination will be based on the contractor construction schedule.

Payment Schedule:

A monthly invoice will be billed for the scope of work completed to date.

Exclusions:

- Daniels Chandler offers additional services including, but not limited to as-builts, furniture planning, equipment coordination, Client's vendor coordination (per exhibit Exhibit 1).
- Civil Engineering drawings will not be included (If Engineer is required to assess civil, additional fee will be requested)
- Plumbing Engineering drawings will not be included (If Engineer is required to assess plumbing, additional fee will be requested)
- Fire Sprinkler Engineered drawings will not be included (If Engineer is required to assess fire sprinkler, additional fee will be requested)
- Structural Engineering drawings will not be included (If Engineer is required to assess structural, additional fee will be requested)
- Landscape Architecture drawings will not be included (If Architect is required to assess landscaping, additional fee will be requested)
- Contractor or Permit Expeditor (if task is approved) will submit drawings for permitting and Daniels Chandler will reply to any comments provided by the city / local jurisdiction. The permit tracking process is to be handled by the selected Contractor. If permit tracking is to be handled by Daniels Chandler, an additional fee will be requested based on an hourly rate per attached exhibit (Exhibit 1).
- Drawings will be provided in pdf form. Hard copy, printed drawings are available upon request at a cost of \$6.00 per sheet. If drawings are requested to be physically couriered, the fee for doing so will be passed along to the client.
- If any major plan revisions are requested by the Client after completion of schematic design, an hourly fee will be assessed at an hourly rate per attached Exhibit 1.

General Requirements:

1. Payment for professional services rendered under this Proposal is due according to the Payment Schedule included in the Task(s) section(s). Payment is not contingent upon the Client's receipt or approval of financing, receipt or approval of permit, receipt of funds by any third party (e.g., broker or landlord), where that client is not the direct client of Daniels Chandler. _____
2. Payments due and unpaid under the Proposal shall bear interest from the date payment is due, invoices shall bear interest at the maximum rate allowable by Tennessee law of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. All invoices shall be Net30 terms unless agreed upon in writing with Daniels Chandler.
3. Non-payment may result in the suspension of services and a consequential delay to the project timeline.
4. The Client shall provide all necessary information to the Architect regarding the scope of work and program requirements.
5. The Client shall provide access to the site per the request of the Architect throughout all phases of design and construction.
6. It is understood that the Client will provide, if requested, required testing reports, environmental impact studies, plats, legal descriptions, land costs, insurance requirements, boundary surveys, to the Architect in order for the services described above to be performed.
7. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where any entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project and cause the project to be designed accordingly. The Architect, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements as they apply to the Project.
8. It is understood that the Architect will be given due consideration in any public listing of firms performing services on this project, with the Architect's name included in the graphic displays at the site or in the news announcements and promotional literature. In any event, the Architect shall be permitted to place his standard sign at the site during the construction phase of the project.
9. The Architect shall have the right to photograph the Project, its construction, and the completed facility. However, the Architect shall obtain prior written approval from the Client before publishing or publicly displaying any photographs, including in print, online, or social media.
10. In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
11. In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
12. In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees shareholders, owners and subconsultants shall not exceed the Architect's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
13. If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project. The Architect shall correct the drawings to include such item or component at no additional charge.
14. Drawings, specifications and schedules, as instruments of service, are the property of the Architect regardless of whether the project which they were designed for is executed or not. The Client may retain copies of the drawings, specifications and schedules for information and reference in regards to the project but may not use them for any other project without prior written approval by the Architect.
15. Any work that the Architect is requested to perform in areas not specified in the agreement will be authorized by the Client in writing and will be charged to the Client at our standard hourly rates or at a pre-determined fee.
16. Fees incurred by the Architect directly attributed to a project will be considered a reimbursable expense. These expenses are in addition to the Basic Services. These expenses will be billed to the Client at cost plus 15%. Reimbursable expenses include, but are not limited to, authorized travel and lodging, project specific printing, postage and handling, marketing collateral materials, product manuals, mileage, etc. Documentation will be provided to the Client at the time of Invoicing.
17. Services required under Chapter 17 of the International Building Code are not included under this

agreement. These "Special Inspections" are required by the code to be provided by a third party inspector at the expense of the Client. We will assist the Client in locating a company to provide these services.

18. It is understood that this agreement may be terminated by either party upon not less than seven days' written notification. If this should occur, Daniels Chandler shall receive all compensation for service and reimbursable expenses rendered to date.
19. It is understood that the Owner shall defend, indemnify and hold harmless the Architect from all claim, damages and expenses including attorney's fees arising out of the performance of the services of any of the Owner's agents, engineers and consultants, but only to the extent permitted by Tennessee law.
20. Proposal is provided as a letter of intent to start project design. Formal AIA contract may follow. AIA contract may be signed during the design of the project.

This Proposal is good for a period of thirty calendar (30) days from the proposal date.

We look forward to the opportunity to work with your team on this project.

Thank you,

Principal

Date

If approved for Task 02 - Construction Documents & Construction Administration

Name

Date

If approved for Task 03 - Bidding/Negotiations (Optional)

Name

Date

If approved for Task 04 - Furniture Selection & Coordination (Optional)

Name

Date



daniels chandler

exhibit 1 2026 hourly rates

Role	Cost Per Hour	Team Member
Principal	\$250.00 per hour	Halie Chandler Blake Daniels Ben Chandler
Associate	\$200.00 per hour	Stefan Balcer Meredith Bardill
Architect III / Interior Designer III	\$185.00 per hour	Ricky DelPilar Brett Downy
Architect I / Interior Designer I	\$145.00 per hour	
Designer III	\$145.00 per hour	Kayley Bruner
Designer II	\$115.00 per hour	Cassidy Harrison Paige Lincoln Kati Kirby Plumlee
Designer I	\$95.00 per hour	Shelby Parsons Sam Lisanby
Quality Assurance Coordinator	\$165.00 per hour	Jeff Barnes
Administrative	\$75.00 per hour	Katherine Daniels Taylor Streib

Brentwood City Commission Agenda

Meeting Date: 08/24/2026

Approval to Purchase Veeam Renewal from CDW-G

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Approval to Purchase Veeam Renewal from CDW-G

Background

Veeam is the software that we use to back up emails and data from the virtual servers and computers to our primary and secondary backup data centers. This year we are adding Azure to the items we back up. This is a one-year renewal in the amount of \$51,911.18.

We will purchase using the Sourcewell Contract #121923.

Please see the Technology Director with any questions.

Staff Recommendation

Technology staff recommend the approval to purchase Veeam from CDW-G.

Fiscal Impact

Amount : \$51,911.18

Source of Funds: General Fund

Account Number: 110-41640-82501

Fiscal Impact:

Funds have been budgeted for this purchase in Technology's FY27 annual operating budget.

Attachments

Veeam quote



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

NICK DAVIS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXXW404	7/23/2026	VEEAM RNWL + NET NEW 1 YR	3483463	\$51,911.18

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Veeam Backup for Microsoft Office 365 - Upfront Billing License (renewal) (Mfg. Part#: P-VBO365-0U-SU1AR-00 SUPPORT UNTIL 9/14/2027 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 - State of TN GOV Only- Software (121923)	330	5803616	\$19.89	\$6,563.70
Veeam Backup for Microsoft Office 365 - Upfront Billing License (renewal) (Mfg. Part#: P-VBO365-0U-SU1AR-00 SUPPORT UNTIL 9/14/2027 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 - State of TN GOV Only- Software (121923)	10	5803616	\$19.89	\$198.90
Veeam Data Platform Advanced Universal License - Upfront Billing License (r Mfg. Part#: P-ADVVUL-0I-SU1AR-00 SUPPORT UNTIL 9/14/2027 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 - State of TN GOV Only- Software (121923)	19	7482242	\$1,578.13	\$29,984.47
Veeam Data Platform Advanced Universal License - Upfront Billing License (r Mfg. Part#: P-ADVVUL-0I-SU1AR-00 SUPPORT UNTIL 9/14/2027 Electronic distribution - NO MEDIA	3	7482242	\$1,578.13	\$4,734.39

QUOTE DETAILS (CONT.)

Contract: Sourcwell 121923 - State of TN GOV Only- Software
(121923)

[Veeam Data Platform Advanced Universal License - Upfront
Billing License \(1](#)

7

7479987

\$1,489.96

\$10,429.72

Mfg. Part#: P-ADVVUL-0I-SU1YP-00

SUPPORT UNTIL 9/14/2027

Electronic distribution - NO MEDIA

Contract: Sourcwell 121923 - State of TN GOV Only- Software
(121923)

SUBTOTAL \$51,911.18

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL **\$51,911.18**

PURCHASER BILLING INFO**Billing Address:**

CITY OF BRENTWOOD
ACCOUNTS PAYABL
PO BOX 788
BRENTWOOD, TN 37024-0788
Phone: (615) 371-0060

Payment Terms: VISA

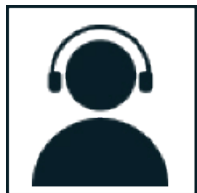
DELIVER TO**Shipping Address:**

CITY OF BRENTWOOD
NICK DAVIS
PO BOX 788
BRENTWOOD, TN 37024-0788
Phone: (615) 371-0060

Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Sales Contact Info**

Karina Steitz | 800.808.4239 | karina.steitz@cdwg.com

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Support



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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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Brentwood City Commission Agenda

Meeting Date: 08/24/2026

Approval to Purchase UPS Annual Maintenance Services

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Approval to Purchase UPS Annual Maintenance Services from Kilgore Electric.

Background

Each year, the City purchases preventative maintenance services on three UPS systems located at City Hall, Police Headquarters and the Robert E. Lee Tower site. This year the renewal cost is \$25,000 and will be divided between the three locations.

City Hall - \$10,500

Police HQ - \$11,250

REL - \$3,250

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

Staff Recommendation

Technology staff recommend the approval to purchase UPS annual maintenance services from Kilgore.

Previous Commission Action

The UPS renewal was approved last year at the 9/8/26 Commission meeting.

Fiscal Impact

Amount : \$25,000

Source of Funds: General Fund

Account Number: various

Fiscal Impact:

REL Tower Site - \$3,250 (Amount will be shared by Fire and Police) 110-42200-82620 and 110-42100-82620

Police HQ - \$11,250 110-42105-82620

City Hall - \$10,500 110-41810-82620

Attachments

Kilgore UPS Quote

Kilgore Electric & Construction, Inc.

1330 Leo Baker Road
Ashland City, TN 37015

Don Kilgore 615-512-6363

ESTIMATE

Estimate #	Date
958	8/11/2026

Name / Address
CITY OF BRENTWOOD PO BOX 788 BRENTWOOD, TN 37027

Description	Total
ESTIMATE FOR FULL PREVENTATIVE MAINTENANCE SERVICE FOR (3) UPS UNITS LOCATED AT: CITY OF BRENTWOOD, 5211 MARYLAND WAY, BRENTWOOD, TN POLICE HEADQUARTERS, 901 HERITAGE WAY, BRENTWOOD, TN BRENTWOOD RF, 1307 ROBERT E. LEE LANE, FRANKLIN , TN UPS ANNUAL PREVENTATIVE MAINTENANCE SERVICE WILL INCLUDE THE FOLLOWING: 1. PERFORM TEMPERATURE CHECK ON ALL BREAKERS, CONNECTIONS, AND ASSOCIATED CONTROLS. REPAIR AND/OR REPORT ALL HIGH TEMPERATURE AREAS. 2. PERFORM A COMPLETE VISUAL INSPECTION OF THE EQUIPMENT INCLUDING SUBASSEMBLIES, WIRING HARNESES, CONTACTS, CABLES, AND MAJOR COMPONENTS. 3. CHECK RECTIFIER AND INVERTER SNUBBER BOARDS FOR DISCOLORATION. 4. CHECK POWER CAPACITORS FOR SWELLING OR LEAKING OIL. (IF APPLICABLE) 5. CHECK FOR DC CAPACITOR VENT CAPS THAT HAVE EXTRUDED MORE THAN 1/8". (IF APPLICABLE) 6. RECORD ALL VOLTAGE AND CURRENT METER READINGS ON THE MODULE CONTROL CABINET OR THE SYSTEM CONTROL CABINET. 7. MEASURE AND RECORD HARMONIC TRAP FILTER CURRENTS. (IF APPLICABLE) 8. CHECK THE INVERTER AND RECTIFIER SNUBBERS FOR BURNED OR BROKEN WIRES. 9. CHECK ALL NUTS, BOLTS, SCREWS, AND CONNECTORS FOR TIGHTNESS AND HEAT DISCOLORATION. 10. CHECK FUSES ON THE DC CAPACITOR DECK FOR CONTINUITY. (IF APPLICABLE) 11. WITH CUSTOMER APPROVAL, PERFORM OPERATIONAL TEST OF THE SYSTEM INCLUDING UNIT TRANSFER AND BATTERY DISCHARGE.	
Total	

Phone #	E-mail
(615) 512-6363	KILGOREINC@BELLSOUTH.NET

Kilgore Electric & Construction, Inc.

1330 Leo Baker Road
Ashland City, TN 37015

Don Kilgore 615-512-6363

ESTIMATE

Estimate #	Date
958	8/11/2026

Name / Address
CITY OF BRENTWOOD PO BOX 788 BRENTWOOD, TN 37027

Description	Total
12. CALIBRATE AND RECORD ALL ELECTRONICS TO SYSTEM SPECIFICATIONS. 13. MEASURE AND RECORD ALL LOW-VOLTAGE POWER SUPPLY LEVELS. 14. RECORD PHASE-TO-PHASE INPUT VOLTAGE AND CURRENTS. 15. REVIEW SYSTEM PERFORMANCE WITH CUSTOMER TO ADDRESS ANY QUESTIONS AND TO SCHEDULE ANY REPAIRS. INTERNAL BATTERY PREVENTATIVE MAINTENANCE: 1. INSPECT THE APPEARANCE AND CLEANLINESS OF THE BATTERY AND THE BATTERY ROOM. CLEAN NORMAL CELL TOP DIRT ACCUMULATION (TO BE DONE ONLY WITH BATTERY OFF LINE). 2. MEASURE AND RECORD THE TOTAL BATTERY FLOAT VOLTAGE AND CHARGING CURRENT. 3. MEASURE AND RECORD OVERALL AC RIPPLE CURRENT. 4. MEASURE AND RECORD OVERALL AC RIPPLE VOLTAGE. 5. VISUALLY INSPECT THE JARS AND COVERS FOR CRACKS AND LEAKAGE. 6. VISUALLY INSPECT FOR EVIDENCE OF CORROSION. 7. MEASURE AND RECORD AMBIENT TEMPERATURE. 8. VERIFY THE CONDITION OF THE VENTILATION EQUIPMENT, IF APPLICABLE. 9. VERIFY THE INTEGRITY OF THE BATTERY RACK/CABINET. 10. MEASURE AND RECORD 100% OF THE CELL TEMPERATURES. 11. MEASURE AND RECORD THE FLOAT VOLTAGE OF ALL CELLS. 12. MEASURE AND RECORD ALL INTERNAL IMPEDANCE READINGS. 13. PROVIDE A DETAILED WRITTEN REPORT NOTING ANY DEFICIENCIES AND CORRECTIVE ACTION NEEDED, TAKEN AND/OR PLANNED.	
Total	

Phone #	E-mail
(615) 512-6363	KILGOREINC@BELLSOUTH.NET

1330 Leo Baker Road
Ashland City, TN 37015

ESTIMATE

Estimate #	Date
958	8/11/2026

Name / Address
CITY OF BRENTWOOD PO BOX 788 BRENTWOOD, TN 37027

[illegible]

Phone #	E-mail
(615) 512-6363	KILGOREINC@BELLSOUTH.NET

Brentwood City Commission Agenda

Meeting Date: 08/24/2026

Approval to Purchase Cisco Webex Calling Phone System

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Approval to Purchase Cisco Webex Calling Phone Plan

Background

The City of Brentwood's Cisco phone system requires maintenance, support, and licensing and is renewed annually through our vendor, Presidio. This year we are moving to the WebEx Calling system. Our phone system has been on-premise and this will move our phone system to the cloud.

This is a 3-year agreement which will enable us to lock in our annual cost of \$41,328 each year for the next three years. The WebEx Calling System will be purchased using Cisco NASPO AR3227 Tennessee 69533 (Presidio TN#70921).

Please contact the Technology Director with any questions.

Staff Recommendation

Technology staff recommend the approval to purchase Cisco Webex Calling Phone System.

Fiscal Impact

Amount : \$41,328.00

Source of Funds: General Fund

Account Number: various

Fiscal Impact:

This is a 3 year agreement, \$41,328 each year for a total of \$123,984.00.

Costs are divided among various City accounts depending on quantity of phones and users as follows:

Municipal Center - \$11,985.12

Fire Stations 2 & 5 - \$3,719.52

Safety Center East - \$2,066.40

Service Center - \$3,719.52

Library - \$7,852.32

Police HQ - \$11,985.12

Attachments

WebEx Calling Quote

TO: City of Brentwood
Dan Harrison
5211 Maryland Way
Brentwood, TN 37027

dan.harrison@brentwoodtn.gov
(p) 615-371-7000
(f) (925) 516-5441

FROM: Presidio Networked Solutions LLC
Eddie Orfale
6 Cadillac Drive
Suite 320
Brentwood, TN 37027

eorfale@presidio.com
(p) +1.407.641.0550

BILL TO: City of Brentwood

PO BOX 788
Brentwood, TN 37024

SHIP TO: City of Brentwood

5211 Maryland Way
Brentwood, TN 37027

Customer#: CITYO509

Contract Vehicle: Tennessee NASPO ValuePoint Cisco AR3227 TN# 69533 (Presidio TN# 70921)

Account Manager: Jeff Hodges

Inside Sales Rep: Eddie Orfale

Title: City of Brentwood - Sub645053 Webex Calling - 3Yrs

Comments:

By purchasing this quote customer agrees to the terms and conditions governing end user use located at: <https://www.cisco.com/site/us/en/about/legal/contractexperience/index.html>

In the event of non-appropriation during a multi-year subscription, upon customer's written request within at least ninety (90) days prior to expiration of a certain annual subscription term, Presidio will offer the customer the right to terminate the remainder of the multi-year subscription without any penalties, provided the customer is within Scope.

3 Year Agreement Annual Invoicing Schedule:

09/25/2026 = \$41,328.00
09/25/2027 = \$41,328.00
09/25/2028 = \$41,328.00

#	Part #	Description	Unit Price	Qty	Ext Price
A-FLEX-3		Remaining Term: 36 months	Billing Model: Annual	Subscription ID: Sub645053	
		Auto-Renewal Term: Do Not Renew	Requested Start Date: 09/25/2026		
1	A-FLEX-3	Collaboration Flex Plan 3.0	\$0.00	1	\$0.00
Recurring Charges					
2	A-FLEX-FILESTG-ENT	File Storage Entitlement	\$0.00	9600 Users for 36 months	\$0.00
3	SVS-FLEX-SUPT-BAS	Cisco Support Basic	\$0.00	400 Each for 36 months	\$0.00
4	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	480 Users for 36 months	\$0.00
5	A-FLEX-C-PRO	Webex Calling Entitlement	\$0.00	480 Users for 36 months	\$0.00
6	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud	\$0.00	400 Users for 36 months	\$0.00
7	A-FLEX-EACL	EntW Webex Calling	\$8.61	400 Users for 36 months	\$123,984.00
8	A-FLEX-CL-CA	Webex Calling Common Area Entitlement	\$0.00	200 Users for 36 months	\$0.00
9	A-FLEX-LGW-CUBE	CUBE for Webex Calling (2)	\$0.00	200 Users for 36 months	\$0.00



QUOTE: 2001726073698-03

DATE: 08/14/2026

PAGE: 2 of 2

10	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	480 Users for 36 months	\$0.00
11	A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	480 Users for 36 months	\$0.00
Recurring Annual Charges:					\$41,328.00
Total Recurring Charges:					\$123,984.00
Usage Charges					
12	A-FLEX-ERC	Emergency Response Center Call fee per location search US	\$38.70	Per	\$0.00
Total Usage Charges:					Billed As Incurred
Total:					\$123,984.00
13	PSS-EXCITE-T3	Fixed Fee Tiered Excite Enablement https://information.presidio.com/excite-enablement	\$0.00	1.0000	\$0.00

Sub Total:		\$123,984.00
Grand Total:		\$123,984.00

TERMS AND CONDITIONS OF THE CISCO NASPO AR3227 TENNESSEE 69533 (Presidio TN# 70921) SHALL GOVERN THIS QUOTE

This quote is valid for acceptance for the earlier of (i) a period of fourteen (14) days from the quote date, or (ii) such shorter period as established by any applicable third-party vendor for items included in this quote.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
CISCO NASPO AR3227 TENNESSEE 69533 (Presidio TN# 70921) SHALL GOVERN.

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

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

Delivery: FOB Terms Destination

No signed quote. PO required.

Brentwood City Commission Agenda

Meeting Date: 08/24/2026

Approval to Purchase a Toro Track Loader

Submitted by: Connor Schutzman, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Approval to purchase a Toro Track Loader for the Parks & Recreation Department.

Background

The Equipment Replacement Fund budget for FY 2026–2027 includes funding for the purchase of a Toro track loader. This piece of equipment will assist our department in removing trees, debris, etc. from residents' yards and small areas with little to no ground impact. The Parks Department is requesting authorization to purchase the Toro track loader along with three attachments (bucket, grapple, and forks) under the Sourcewell purchasing cooperative. The Sourcewell contract for Toro (112624-TTC) is attached. The contract price is \$43,441.86 and is within the budgeted amount of \$45,000. A picture of the Toro track loader, the Sourcewell contract and vendor quote are attached for your review. Please contact the Parks Director if you have any questions.

Staff Recommendation

Staff recommends approval of the Toro track loader under the Sourcewell contract in the amount of \$43,441.86.

Fiscal Impact

Amount : \$43,441.86

Source of Funds: Capital Projects Fund

Account Number: 311-45200-89700-5027

Fiscal Impact:

The contract price is \$43,441.86 and is within the budgeted amount of \$45,000.

Attachments

Toro track loader Quote

Toro Sourcewell Contract

Toro track loader image



10732 Dutchtown Road, Knoxville, TN
865.675.5666 | www.turf-care.com

QUOTATION

Order Number	
3402433	
Order Date	Page
12/17/2025 13:25:18	1 of 1
PO#	Dingo Quote

Quote Expires On: 07/27/2026

Bill To:

City Of Brentwood
Po Box 788
Brentwood, TN 37024-0788
US
615-371-0060

Ship To:

City Of Brentwood
1750 General George Patton Dr
Brentwood, TN 37027-7901
US

Requested By: CONNER SCHUTZMAN

Customer ID:14432

Terms: Net 10th Prox

Carrier: Pick Up

Qty	Item ID	Item Description	UOM	Unit Price	Ext Price
1.00	DIT22588	DINGO TX1000 TURBO TRACK LOADER, WIDE	EA	39,425.5814	39,425.58
1.00	DIT22340	TX 1000 Standard Bucket	EA	1,131.3953	1,131.40
1.00	DIT22590	Grapple Bucket	EA	1,720.9302	1,720.93
1.00	DIT22586	ADJUSTABLE FORKS	EA	1,163.9535	1,163.95

Total Lines: 4.00

SUB-TOTAL: 43,441.86

TAX: 0.00

AMOUNT DUE: 43,441.86

** Due to the volatility of current market conditions, prices are subject to change without notice. Customers are responsible for verifying all quoted materials at time of purchase and at time of delivery. Prices are subject to change up to the delivery date. In the event product ordered becomes unavailable, we will work to secure an acceptable product alternative.

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: The Toro Company**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420-1196 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances. To be effective, additional extensions must be in writing and agreed upon by all parties.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:
- a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
- b) Irrigation and aeration equipment, systems, parts, and installation; and
- c) Beach and waterfront maintenance equipment and accessories.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier, as such relates to these licenses.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for undisputed unpaid or undisputed underpaid Administrative Fees due under this Agreement. Failure to remit an undisputed payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices directly relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell or Supplier to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, directly arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees, unless such claim or cause of action is the result of the negligence of Sourcewell or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by a defect in design, condition, or performance

of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

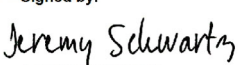
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

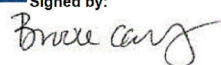
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

The Toro Company

Signed by:

 By: C0FD2A139D06489...

 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/30/2025 | 6:43 PM CST

Signed by:

 By: 1279DCB06D184BD...

 Brooke Carey
 Title: Federal Contracts Manager
 Date: 1/30/2025 | 2:12 PM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name: The Toro Company

Does your company conduct business under any other name? If yes, please state: Toro

Address: 8111 Lyndale Ave S
Bloomington, Minnesota 55420

Contact: Ryan Miller

Email: ryan.miller@toro.com

Phone: 330-642-7130

HST#: 41-1953040

Submission Details

Created On: Monday October 14, 2024 11:17:32

Submitted On: Tuesday November 26, 2024 12:27:02

Submitted By: Ryan Miller

Email: ryan.miller@toro.com

Transaction #: f0bca2a0-3d9e-45a8-8231-280b53539d39

Submitter's IP Address: 24.239.253.93

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	The Toro Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	The Toro Company will execute the Master Agreement and use local distributor/dealers for the performance.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1ZCN0	*
5	Provide your NAICS code applicable to Solutions proposed.	333112	
6	Proposer Physical Address:	8111 Lyndale Avenue South Bloomington, MN 55420-1196	*
7	Proposer website address (or addresses):	www.toro.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Edric Funk Group VP, Golf, Grounds, & Irrigation Edric.Funk@Toro.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Miller Government Contract Manager ryan.miller@toro.com 330-749-9957	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	In the event Ryan Miller cannot be reached, please email ToroGOV@toro.com.	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis. We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites. Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world. The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Minnesota, Ohio, Virginia, and Ontario Canada. Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of dealers for our Landscape Contractor, Siteworks Systems, Irrigation, BOSS, and Ventrac product lines.	*
12	What are your company's expectations in the event of an award?	Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes. We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment. Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals. For fiscal year 2023, The Toro Company achieved \$4.55 billion in net sales (a 1.0% increase over fiscal year 2022), and \$443.5 million in adjusted net earnings. See attached 2023_financial_summary taken from The Toro Company's 2023 Annual Report, which is publicly available on the Toro website.	*
14	What is your US market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
15	What is your Canadian market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	There are none.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Toro Company would best be described as a manufacturer. As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers. For our Commercial Division, which accounts for the majority of our Government Contracts business, we have 23 distributors throughout the United States and Canada with many satellite offices to meet member needs. They have protected territories, which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. The other brands that round out our portfolio offering also use a network of independent dealers throughout the US and Canada. These networks are not exclusive the way our Commercial Distributors are. They will handle all sales, order processing, billing, and service work for the product lines they carry.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electromagnetic compatibility) regulatory arrangements. The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporated in Delaware: Arkansas, California, Colorado, Florida, Hawaii, Indiana, Iowa, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, New Jersey, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin. Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate. In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Toro has no suspension or disbarments to disclose.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Fortune World's Most Admired Companies The Toro Company was recognized by Fortune Magazine as one of the World's Most Admired Companies for 2024. Ranking fifth in the construction and farm machinery category, this achievement reflects The Toro Company's ongoing commitment to excellence and innovation. Newsweek World's Most Trustworthy Companies Built around a culture of integrity and caring relationships, The Toro Company was named one of the World's Most Trustworthy Companies for 2023 by Newsweek. This recognition highlights the company's commitment to enriching the lives, communities and industries we serve by providing innovative solutions customers can trust. EPA WaterSense® 2023 Excellence Award In 2023, The Toro Company received its 9th consecutive Water Excellence Award from the U.S. Environmental Protection Agency (EPA). This prestigious award recognizes companies that demonstrate a commitment to promoting water efficiency and reducing waste. WaterSense, a voluntary partnership program sponsored by EPA, is both a label for water-efficient products, programs and homes, and a resource for helping consumers learn ways to save water. Underground Construction Technology Association Community Impact Award The Underground Construction Technology Association recognized Ditch Witch, a division of The Toro Company, with the Community Impact Award in 2023 for helping to establish and facilitate water infrastructure across Africa. Worth Magazine Most Sustainable Companies 2022 In 2022, Worth Magazine identified The Toro Company as one of ten global companies across a broad range of sectors that has made sustainability part of its DNA and having an impact. Instrumental to this recognition is Toro's efforts in water stewardship and	

		electrification. The company's advanced irrigation and water management systems increase efficiency and sustainable water withdrawal for some of the world's most renowned golf courses, sports fields, greenspaces, and essential agricultural acreages. Toro has also continued to expand its suite of battery-electric and smart-connected solutions with a focus on energy efficiency, labor optimization and improved productivity. FOCUS ON ENERGY® 2022 Energy Efficiency Excellence Award for the Tomah Facility In 2022, The Toro Company facility in Tomah, Wisconsin, received the Energy Efficiency Excellence Award from Focus on Energy for reducing energy waste and environmental impact. Through a 20-year partnership with Focus on Energy, The Toro Company has worked to advance the energy efficiency of operating equipment and manufacturing processes to support Focus on Energy's commitment to eliminate energy waste in Wisconsin. Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground Innovative Iron Awards, 2020 The Toro e-Dingo Selected as a "game-changer" for its zero emissions and lithium-ion battery. Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall. Rental Magazine 2020 Editor's Choice Award The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software. Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike. Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders. The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.	*
21	What percentage of your sales are to the governmental sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
22	What percentage of your sales are to the education sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	State Contracts - AK, HI, KS, KY, MO, MT, NE, NM, RI, SD, WV, WI, MA, NY, VA. Many of our Distributor partners hold additional state and local contracts directly. Cooperative Contracts - Sourcewell, OMNIA Partners, Kinetic, GovMVMt Sourcewell - 2021 - \$12mil / 2022 - \$30 mil / 2023 - \$41 mil As we are a publicly traded Company, the detailed sales information for our other contract partners is considered confidential.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contract # 47QSMS25D000U	*
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Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Cedar Rapids	Joy Huber	319-286-5886	*
Sarasota County General Services Letter Attached - 'Sarasota_Reference'	Erinn DeJonge	941-861-0733	*
Town of Markham	Albert Chan	905-477-2700; 2041	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, BOSS, and Ventrac products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcwell.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our network of authorized sellers is the connection between Toro and the end-user customer. Most of our distributors and dealers are privately-owned companies. The sales managers of these companies lead a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of Commercial Distributors. The local Distributor can also be found by visiting comm.toro.com/lookup and entering a ZIP code. Due to the size of the dealer networks for our other brands and divisions, which is in the thousands, local dealers can be found by visiting their respective dealer locator tools online. Dealer locator tools – BOSS - www.bosspow.com/en/Locator Golf Irrigation - www.toro.com/en/Locator – Select: Golf > Irrigation RESCOM Irrigation - www.toro.com/en/Locator – Select: Contractor > Irrigation RLC - www.toro.com/en/Locator – Select: Contractor > Mowers SWS - www.toro.com/en/Locator – Select: Contractor > Compact Utility Loaders & Attachments Ventrac - www.ventrac.com/dealers	*

28	Service force.	Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 23 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	To best serve Sourcewell members, they will work directly with their local authorized distributor/dealer for quoting, submitting orders, billing and after sale service. Sourcewell members can contact Toro directly to verify a specific distributor/dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator. Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract. Dealers are provided clear guidance for selling to Sourcewell members at the agreed-upon prices. Toro distributors/dealers supporting the Sourcewell contract are incentivized by receiving rebates from Toro for equipment sold under the Sourcewell contract. Toro distributors/dealers are required to report all Sourcewell sales and may be required to submit additional documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Toro Company's commercial sales and fulfillment model is exclusively through a distributor channel. Each distributor has protected territories, which allows them to make significant investments in their facilities and people. As a result, they have a contractual obligation to provide product, parts and service support to end-customers. There is a total of 23 Commercial distributors in the United States and Canada with more than 50 branch locations geographically located within territory lines to meet customer needs. All distributors maintain a parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. They also maintain service facilities, brick and mortar and mobile service, that enables them to respond quickly to the customer. The majority of the distributor's service and parts staff are enrolled in Toro's RED Certified program. This comprehensive training and development program requires participants to complete both technical and soft skills to acquire service knowledge while demonstrating product competencies. Certifications can range from Level 1 (L1) to Level 4 (L4) depending on the functional area they work within, and the level of technical knowledge needed to support the breadth of equipment. The L1 curriculum is interactive and on-line. As the personnel advances, their amount of time invested, and depth of knowledge is expanded to include in-person training and a technical capstone. As an example, a service technicians L1 is required to complete 30+ hours of curriculum and demonstrate their knowledge and aptitude through a hands-on assessment in order to achieve a L2 or higher certification status. The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level. In 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market. The centralized technical assistance center is part of a broader customer care team that provides warranty operations support and business operations consulting. Toro team members work with their channel partners to design a service operation that meets the wants and need of the customer while striving to meet established industry standard key performance indicators (KPIs). A few examples of these KPIs include a repair turn-around time (TaT) of 3-days or less, Fixing it Right the First Trip (FRFT) and Customer Overall Satisfaction (OSAT) scores above 9.0. Distributors who exceed industry standard benchmarks are recognized and rewarded through the Partners In Excellence program. It is a tremendous accomplishment and sense of pride when a channel partner is recognized among the best of the best in their peer group.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	Toro has the ability to fully support the needs (products and service) of public agencies throughout the US. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcwell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcwell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcwell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcwell agreements and provides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	While not prevalent, we have seen a few situations where a privately operated golf course has an affiliated non-profit that purchases goods and services from cooperative contracts. As of this response, we are treating those organizations the same as any other cooperative member. However, as Toro is heavily invested in the golf market, we do reserve the right to treat those entities different if it is deemed necessary during this contract. In the event of an awarded contract, any changes would be submitted to Sourcewell for approval and would not be implemented without an official amendment.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Members in AK and HI may be subject to freight and delivery fees beyond those outlined in our price proposal. Any additional costs will be included in the customer's quote unless otherwise coordinated with the member.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its 20+ channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro's channel training platform, Toro University, hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor. b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. If awarded, our marketing department will integrate Sourcewell branding into marketing assets such as: websites, brochures, product catalogs, video/commercial content, and many other consumer facing tactics. They will also create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors to be used throughout the sales process and prominently displayed at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers. c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally. Toro's marketing team tracks numerous data points such as impressions, click through rate, and conversion to help make decisions regarding the use of their marketing and media spends. This allows for efficient use of funds while also making sure Toro is reaching the right audience at broadest scale.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquiries directly about The Toro Company to Toro in order for The Toro Company to convert that inquiry into a sale. b) Regarding the integration into our sales process, beyond those previously referenced, Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events.
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently offer any e-commerce solutions due to the nature of our product offering. We recognize the value of e-commerce and look forward to when we are able to offer our products in this way.

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level.
42	Describe any technological advances that your proposed Solutions offer.	In addition to being an industry leader with electrification, automation, and telematics, in 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sustainability is at the forefront of The Toro Company innovation plans and is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land. At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. The most relevant 'green' initiatives can be found on pp. 40-48 in the attached TTC 2023 Sustainability Impact Report. Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, we have recently launched numerous commercial-grade lithium powered products across our portfolio from our mowing products like the Groundsmaster® e3200 to vehicles like the Workman MDX Li. These products provide fuel savings, reduce noise levels and operating costs for our customers. In addition, we have light construction such as the e-provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies. Key sustainability initiatives and accomplishments include: • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • We participate in a "closed loop" recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced "Cured-in-Place Pipes" whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. Other sustainability-related awards include: - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Toro's proprietary HyperCell® battery system was designed from the ground up for outdoor power equipment, not adapted from technology developed for another use. In addition, our built-in intelligent Battery Management System (BMS) is engineered to reduce the risk of accidental shock by de-energizing the batteries by default. This also helps regulate the battery charge, discharge and temperature, which helps prolong the life of the battery. Toro's proprietary HyperCell® battery system is third-party certified by a Nationally Recognized Testing Laboratory. Third-party certification is a way to verify that a product or component meets the appropriate industry and product safety standards. The battery chargers Toro uses for electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the "BC" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards."	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that have varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer. As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Toro equipment is designed with operator safety in mind, integrating industry standard safety features. As Toro continually strives to improve the safety of our operators, below are a couple examples of innovative safety solutions - - Automatic applied parking brake on many products. For Reelmaster 5410, 5510, 5610 and Groundsmaster 4300 the parking brake is automatically applied when key is turned off or when an operator gets out of the seat. The parking brake can also be applied with a switch located on the operator console. This feature is also on the Greensmaster 3360 and 3370 and some vehicles. - Operator bump stop on the control console of the ProCore 648s, ensuring the machine comes to a quick stop if contact is made.	
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	Our products are engineered with the customer in mind. The individuals responsible for the development of these products have spent a considerable amount of time using them, giving them a deep appreciation for the importance of ergonomics in the product's design. This results in purposefully designed products, from handheld equipment to vehicles. Toro's Vista Series Passenger Vehicles have been designed from the ground up specifically for all-day, dependable, and comfortable transport. From the ergonomically designed seating system that provides generous legroom, to the independent suspension and coil over shocks creating a smooth ride, to hydraulic disk brakes that execute smooth, consistent stopping, the Vista Series is about comfortable transportation for our customers. Our Revolution Backpack from the Professional Handheld product line is built for comfort during all-day jobs. As the power source (battery storage) for our leaf blower, string trimmer, and hedge trimmer, it is essential that our customers are comfortable wearing this unit all-day. This is why it was designed with adjustable, padded shoulder straps and hip-belt along with a convenient integrated carrying handle. This next example is not included in the contract as it is from our homeowner product line, but it is a favorite in my household and is a testament to the ergonomic focus of Toro's engineers. Our walk behind mower includes two features that allow my 9-year-old to mow our lawn, which has a 17° slope, and do it well. First, the motor adjusts the speed of the wheels based on the pressure placed on the handle. It then adjusts the speed of the blade based on the speed of the unit and the thickness of the grass being cut. These features not only create a cut that is better than our previous mower, but allows it to be done quicker, and with significantly less fatigue.	
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Toro is focused on managing greenspaces in an environmentally friendly way. Highlighting this focus is the breadth of battery powered equipment we have in our portfolio. Below is a list of products that highlight our commitment to battery and/or hybrid options. This list is not exhaustive. There are also attachments with further information on each product, the corresponding attachment name is in parentheses. - Handheld equipment like blowers and trimmers (Handheld_Sourcewell) - Professional grade rotary mower (e3200_Sourcewell) - Golf Course mowers (Fairway_Sourcewell, & Greens_Sourcewell) - Walk behind products (Walk-behind_Sourcewell) - Utility Vehicles (GTX_Sourcewell) - People movers (Vista_Sourcewell)	

49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	MyTurf Pro is a powerful and easy-to-use, application that seamlessly connects customer assets and corresponding maintenance program, regardless of brand. Providing customer teams with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. "At a glance" overviews keep leaders informed of asset status. Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether customers are rebuilding rollers, replacing hydraulic hoses, or overhauling their cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	As a large, publicly traded company, we do not hold any relevant certifications. However, while the data is not publicly available, we do maintain a Small Business Spending plan as part of our GSA contract and partner with SDVOSB's while serving Veteran's Affairs entities and certain Military affiliated golf courses.	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	NA	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	NA	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	NA	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	NA	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	NA	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	NA	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	NA	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	NA	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Standard payment terms are 0% 30 days for cash, check, and EFT payments.	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers. Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. As of this submission, Toro has partnership agreements in the US with PNC Equipment Finance and TCF Equipment Finance, as well as DLL who focuses on State and Local Government (SLG) Financing, see attachment DLL Muni Brochure for more information in the form of a FAQ. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing. Current program offerings are provided to our channel partners on a monthly or quarterly basis. In Canada, Toro's distributors hold direct relationships with financial institutions. Our other brands and divisions provide leasing and financing options as well, details can be found at the local dealer.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	As order processing and invoicing are handled by the local dealer, we do not have any standard transaction documents.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our proposed pricing model is discount by category. Most of our categories are percentage discount off MSRP, with two flat-rate discounts on specific categories. In addition to listing out those discounts in question 64, you will find them attached as Sourcwell_Pricing_Matrix_Toro. This sheet is intended to be posted in the event of an award, as it is on our current contract landing page. For reference, Toro also provides an MSRP file with each product categories' discount clearly listed. This file contains SKU information for convenience. You will find an example in attached - Sourcwell_MSRRP_RFP.DRAFT As we are only able to upload one file for Pricing, these two items have been combined. The first page is the pricing matrix that will be posted to our contract landing page in the event of an award. To remain consistent with the current Sourcwell contract, ceiling price is contract price at time of delivery.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Commercial Equipment 22% Specialty Vehicles 7% Bullseye 5% LCE 27% LCE Snow 20% Sidewalk Base \$500 off Sidewalk Atch \$150 off Liquid De-Ice 10% Truck Plows 25% Truck Spreaders 25% Compact Equipment 25% Heavy Equipment 25% Golf Irrigation 40% ResCom 40% Toro Dxi 35% Rain Master Controllers 35% Rain Master Controller Parts 0% 4520 Series 8% 2120 Series 3% SiteWorks Systems (SWS) - 17%	*

65	Describe any quantity or volume discounts or rebate programs that you offer.	Due to the breadth of product offering and the use of local independent dealerships, we do not offer a blanket volume discount. Toro does understand the value, so we have extended the option for our Commercial Distributors to offer another program to municipal customers if they choose. This program is a free goods program that extends a set dollar amount based on the total award value of product purchased on a single PO. Details of the current program can be requested from the local dealer. Attached are the details of the program as of this submission. SmartValue_Nov24	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our network of independent dealers carry an array of related products. When a Sourcewell member chooses to include those items, they will - - be clearly labeled as open-market - not exceed the MSRP of that item - have any setup, delivery, or freight charges clearly labeled	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	SETUP When an order involves setup charges, it will be – a) Determined by the delivering dealer b) Clearly labeled as such unless otherwise requested by the customer. - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request. c) Calculated using one of the following methods - 1) Manufacturers Setup Time x Dealers posted labor rate, or 2) 5% of the total product cost, with an additional 5% for cabbed units Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards. TRAINING Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer. INSTALLATION Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is included for products within the Commercial Equipment category with a delivery address within the continental US. All other product categories may incur freight charges, which will be discussed with the customer up front and included on any quote. Delivery is not included. Standard delivery fees will not exceed 5% of the total cost of goods. Non-standard delivery charges will be discussed with the customer up front and included on any quote.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Discounts on products will remain the same for Alaska, Hawaii, or any offshore delivery. Freight costs for those sales will be determined by the local dealer and clearly communicated to the customer up front and included in any quote.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our Commercial Distributors are established partners in their areas of geographic coverage. This allows them to maintain a local inventory. Our Distributor partners have facilities throughout the US and Canada ranging from 10,000 sqft to 150,000 sqft. This allows customers to have the most efficient access to available products in their market.	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	As our sales process relies on the local dealer/distributor for quoting, ordering, and invoicing, we front load the pricing verification step. Each of our divisions provide their dealer network with current Sourcewell pricing that is required to be used until it is updated. For example, our Commercial products are loaded into our quoting system that contains Sourcewell Pricing managed by Toro. This allows our distributors to simply choose the Sourcewell Program pricing, and it will automatically pull the current contract price. We also include contact information on our contract landing page to reach out directly to a Toro Representative to validate a quote is in compliance with the Sourcewell contract. Toro will be paying all administrative fees, and we understand the value of proper reporting. To accomplish this, Commercial distributors are incentivized to submit accurate and timely reports. The Toro Company has a long history of accurate and timely reporting and administrative fee payments with Sourcewell and our other contract partners.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Toro will pay a 1% Administrative fee on the total award price for the sale of all contracted products.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	NA	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance. • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • OTHER BRANDS Toro is also including other brands under the The Toro Company; Boss, Bullseye, Siteworks, and Ventrac. These product lines round out our ground maintenance portfolio to create the most comprehensive Grounds Equipment offering we have found in the market. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)	*
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	☒ Yes ☐ No	Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.	*
78	Irrigation and aeration equipment, systems, parts, and installation	☒ Yes ☐ No	Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.	*
79	Beach and waterfront maintenance equipment and accessories	☒ Yes ☐ No	Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell_Pricing_Combined.pdf - Friday November 22, 2024 08:54:41
 - [Financial Strength and Stability](#) - 2023_financial_summary.pdf - Friday November 15, 2024 15:35:46
 - [Marketing Plan/Samples](#) - Toro_Sourcewell_Sell_Sheet_4_24.pdf - Friday November 15, 2024 15:39:41
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Master Agreement_Grounds_Maintenance_Eqt_RFP_MD red.docx - Thursday November 21, 2024 05:55:26
 - [Upload Additional Document](#) - TTC_Sourcewell_Zipped.Files.zip - Friday November 22, 2024 10:23:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Edric Funk, Group VP, Golf, Grounds, and Irrigation, The Toro Company

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☒	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☒	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☒	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☒	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☒	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☒	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☒	2

**AMENDMENT #1
TO
CONTRACT # 112624-TTC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **The Toro Company** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment and Related Attachments to Sourcewell and its Participating Entities, effective January 30, 2025, through January 31, 2029 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 64 of "Table 6: Pricing (400 Points)" of the Proposal is deleted in its entirety and replaced with the following:

Toro offered discounts will range from 0%-40% off current MSRP.

2. Line item 67 of "Table 6: Pricing (400 Points)" of the Proposal is delete in its entirety and replaced with the following:

SETUP

When an order involves setup charges, it will be –

- a) Determined by the delivering distributor/dealer
- b) Clearly labeled as such unless otherwise requested by the customer.
 - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request.
- c) Calculated using one of the following methods -
 - 1) Manufacturers Setup Time x Distributor/Dealer posted labor rate, or
 - 2) 5% of the total product cost, with an additional 5% for cabbed units

Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards.

TRAINING

Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer.

INSTALLATION

Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.

Installation/setup for autonomous solutions can be added at the discretion of the distributor, not to exceed 10% of the total product cost.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 3/17/2025 | 8:59 AM CDT

The Toro Company

Signed by:
By: Brooke Carey
1279DCB06D184BD...
Brooke Carey, Federal Contracts Manager

Date: 3/17/2025 | 8:44 AM CDT



Brentwood City Commission Agenda

Meeting Date: 08/24/2026

Approval to Purchase a Harper Industries Turbo Vac TV60RE

Submitted by: Connor Schutzman, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Approval to purchase a Harper Industries Turbo Vac TV60RE for the Parks & Recreation Department.

Background

The Equipment Replacement Fund budget for FY 2026-2027 includes funding for the purchase of a Turbo Vac. The Parks Department is requesting authorization to purchase the Turbo Vac under the OMNIA purchasing cooperative to replace a 1999 Turbo Vac. Harper Industries does not have direct corporate sales branches in the state of Tennessee. The Toro company is the local distributor for Harper Industries in the state of Tennessee. The OMNIA contract for Harper Industries (RFP #43-20) is attached. The contract price is \$57,158.30 and is within the budgeted amount of \$65,000. A picture of the Turbo Vac, the OMNIA contract and extension letter, and vendor quote are attached for your review. Please contact the Parks Director if you have any questions.

Staff Recommendation

Staff recommends approval of the Turbo Vac under OMNIA contract in the amount of \$57,158.30.

Fiscal Impact

Amount : \$57,158.30

Source of Funds: Capital Projects Fund

Account Number: 311-45200-89700-5027

Fiscal Impact:

The contract price is \$57.158.30 and is within the budgeted amount of \$65,000.

Attachments

Turbo Vac Quote

Harper Industries Contract

Harper Industries Executive Summary

Turbo Vac Image



10732 Dutchtown Road, Knoxville, TN
865.675.5666 | www.turf-care.com

QUOTATION

Order Number	
3536081	
Order Date	Page
07/30/2026 13:59:25	1 of 1
PO#	Turbo Vac TV60E

Quote Expires On: 08/09/2026

Bill To:

City Of Brentwood
Po Box 788
Brentwood, TN 37024-0788
US
615-371-0060

Ship To:

City Of Brentwood
1750 General George Patton Dr
Brentwood, TN 37027-7901
US

Requested By: CONNER SCHUTZMAN

Customer ID:14432

Terms: Net 10th Prox

Carrier: Delivery by Salesmen

Qty	Item ID	Item Description	UOM	Unit Price	Ext Price
1.00	HRP914015	TV60 RE Turbo Vac	EA	48,554.5000	48,554.50
1.00	HRP900227	Kit, TV60 RE Finger Rotor (customer	EA	3,661.8000	3,661.80
1.00	HRP900248	TV60 Brush Rotor - Factory Install	EA	3,842.0000	3,842.00

Total Lines: 3.00

SUB-TOTAL: 56,058.30

TAX: 0.00

FREIGHT: 500.00

SETUP: 600.00

AMOUNT DUE: 57,158.30

** Due to the volatility of current market conditions, prices are subject to change without notice. Customers are responsible for verifying all quoted materials at time of purchase and at time of delivery. Prices are subject to change up to the delivery date. In the event product ordered becomes unavailable, we will work to secure an acceptable product alternative.

HARPER INDUSTRIES, INC. DBA HARPER TURF EQUIPMENT

Proposal Response:

Region 14 Education Service Center
**Turf and Grounds Maintenance Equipment, Parts,
Accessories, Supplies, Related Equipment, and Services**

Thursday, November 19, 2020

**National Cooperative
Purchasing Alliance**

RFP # 43-20

powered by
III HARPER INDUSTRIES, INC.

HARPER
TURF EQUIPMENT

DewEze
HYDRAULICS

Butler Beds

DewEze

www.harperindustries.com
151 E. US HWY 160 | Harper, KS 67058

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$30 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

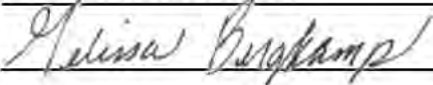
Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Harper Industries, Inc. dba Harper Turf Equipment
Address	151 E. US HWY 160
City/State/Zip	Harper, KS 67058
Telephone No.	(620) 896-7381
Fax No.	(620) 896-7129
Email address	mbergkamp@harperindustries.com
Printed name	Melissa Bergkamp
Position with company	Vice President of Sales
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance ("NCPA") and Harper Industries, Inc. ("Vendor").
dba Harper Turf Equipment

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 02-107, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Equipment, and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

♦ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public

Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

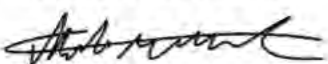
- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:	Harper Industries, Inc. dba Harper Turf Equipment
Name: Matthew Mackel	Name:	Melissa Bergkamp
Title: Director, Business Development	Title:	Vice President of Sales
Address: PO Box 701273 Houston, TX 77270	Address:	151 E. US HWY 160 Harper, KS 67058
Signature: 	Signature:	
Date: December 8, 2020	Date:	November 5, 2020

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa

☐ Northern Marina Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

♦ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

♦ **Residency**

- Responding Company's principal place of business is in the city of Harper, State of Kansas

♦ **Felony Conviction Notice**

- Please Check Applicable Box;

☐

A publically held corporation; therefore, this reporting requirement is not applicable.

☒

Is not owned or operated by anyone who has been convicted of a felony.

☐

Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

♦ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

☐

Manufacturer Direct

☐

Certified education/government reseller

☐

Authorized Distributor

☒

Manufacturer marketing through reseller

☐

Value-added reseller

☐

Other:

♦ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Tavish Hall, CPA

Title: Vice President, Controller

Company: Harper Industries, Inc. dba Harper Turf Equipment

Address: 151 E. US HWY 160

City: Harper

State: Kansas

Zip: 67058

Phone: (620) 896-7381

Email: thall@harperindustries.com

▪ Purchase Orders

Contact Person: Melissa Bergkamp

Title: Vice President of Sales

Company: Harper Industries, Inc. dba Harper Turf Equipment

Address: 151 E. US HWY 160

City: Harper

State: Kansas

Zip: 67058

Phone: (620) 896-7381

Email: mbergkamp@harperindustries.com

▪ Sales and Marketing

Contact Person: Drew Gerber

Title: Vice President of Product (*Product Management & Product Marketing*)

Company: Harper Industries, Inc. dba Harper Turf Equipment

Address: 151 E. US HWY 160

City: Harper

State: Kansas

Zip: 67058

Phone: (620) 896-7381

Email: dgerber@harperindustries.com

♦ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes ☐ No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- ◆ Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

VENDOR PROFILE

Company's official registered name:

Harper Industries, Inc. dba Harper Turf Equipment

Brief history of your company, including the year it was established:

Harper Industries, Inc. is a diverse, niche equipment manufacturer located in Harper, KS. We exist to provide opportunities in rural America by producing solutions that make tough jobs easier in the fields of agriculture, hydraulics, landscape and sports turf management.

An entrepreneurial business that began in 1968 flourished through decades of agriculture inventions serving predominantly the Midwest. Thirty years later, in 1998, an employee leadership group acquired the assets of DewEze Manufacturing forming Harper Industries, Inc.

Over the past twenty years, HII has sought after several acquisition opportunities to expand employment opportunities in rural communities in Harper County, KS. Our business now operates as four diverse product divisions/brands: Harper Turf Equipment, DewEze Ag, DewEze Hydraulics, and Butler Beds.

To learn more about our Harper Heritage, visit: <https://www.harperindustries.com/heritage/>.

Company's Dun & Bradstreet (D&B) number:

DUNS: 033926572

Company's organization chart of those individuals that would be involved in the contract:

Executive Support + Financial Reporting:

Luke Thornton, Vice President of Operations

Email: ltornton@harperindustries.com

Tavish Hall CPA, Vice President, Controller

Email: thall@harperindustries.com

Contract Administrator:

Melissa Bergkamp, Vice President of Sales

Email: mbergkamp@harperindustries.com

Sales:

Byron Riesen, Territory Manager

Email: briesen@harperindustries.com

Ryan Minor, Territory Manager

Email: rminor@harperindustries.com

Marketing:

Drew Gerber, Vice President of Product

Email: dgerber@harperindustries.com

Corporate office location:

- List the number of sales and services offices for states being bid in solicitation:
 - (1) Manufacturing Facility
Harper Industries, Inc. | 151 E. US HWY 160, Harper, KS 67058
 - (30) Harper Turf Equipment distributors span across the US.
<https://www.harperturfequipment.com/find-a-dealer/>
- List the names of key contacts at each with title, address, phone and e-mail address:
Melissa Bergkamp
Vice President of Sales
151 E. US HWY 160, Harper, KS 67058
(620) 896-7381
mbergkamp@harperindustries.com

Define your standard terms of payment:

Net 30 days from the date of invoice.

Who is your competition in the marketplace?

Harper Turf Equipment's main competitors in the turf maintenance markets include: Agrimet, Smith Co., Wiedenmann, Toro Rake O' Vac, Toro Versa Vac, Kut-Kwick, Ventrac

Provide Annual Sales for the last 3 years broken out into the following categories:

- Cities/Counties
- K-12
- Higher Education
- Other government agencies or nonprofit organizations

Harper Industries, Inc. is a privately held business and considers this information proprietary and confidential. Current Harper Turf Equipment's sales are evenly distributed between municipalities, parks and rec, and sports turf maintenance entities.

What differentiates your company from competitors?

Harper Turf Equipment takes great pride in providing clean, efficient, and safe turf maintenance products. Our turf product line is supported by the best turf distribution network across the country, ensuring customer satisfaction through knowledgeable sales, service and support.

Our turf vacuums include a patented recirculating air technology which significantly minimizes dust for not only the operator, but pedestrians using the green space. In addition to a clean environment, the Harper hillside mower is the safest solution on the market, engineered to keep the operator comfortable throughout the entire workday.

Describe how your company will market this contract if awarded:

Marketing our partnership with NCPA will be a collaborative effort between our sales and marketing teams.

- **Press Release:** If awarded, our initial step will be to distribute a press release announcing our new alliance with NCPA.
- **Dealer Training:** With guidance from NCPA, we will sufficiently educate our dealer network on the benefits of NCPA and how to properly use the cooperative to capitalize on procurement opportunities.
- **Price Book:** NCPA will be detailed in each of our dealer books, specifying contract pricing and keeping the content in front of our dealer's sales force and purchasing departments.
- **Digital Presence:** NCPA will be present on our website, recognized on our social media platforms, logo placement within e-blasts, and more.
- **Collateral Representation:** The cooperative will be highlighted in marketing collateral and signage used for promotion at national and regional tradeshow, in the field with customers, and in dealer showrooms.
- **Testimonial:** Acknowledging that our mutual customers will say it best, compiling customer testimonials on their recent positive buying experience will be key.

Describe how you intend to introduce NCPA to your company:

If awarded a Master Contract, Harper Industries will communicate the introduction of NCPA through various outlets.

- Sales & Accounting NCPA Process Training (with support from NCPA)
- Announcement at the Quarterly Company Overview
- Summarized in the Quarterly Board of Directors Report
- Detailed in the Monthly Newsletter
- Reviewed in the Monthly Sales Meetings

Describe your firm's capabilities and functionality of your on-line catalog / ordering website:

Harper Turf Equipment's full product offering can be viewed in detail at www.harperturfequipment.com. From this website, a customer can review product features, specifications, videos of the machines in the field, brochures, product manuals and much more.

In addition to our website, Harper Turf Equipment's social media platforms (specifically our [YouTube](#) channel) are filled with content from machine operation tips and tricks to basic routine maintenance how-to's.

While we do offer online ordering for component parts, this portal is restricted to our dealer network only, encouraging all potential customers to visit the dealer locator (www.harperturfequipment.com/find-a-dealer/) to contact their nearest dealer.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.):

Harper Industries, Inc.'s service department representatives are available 8:00 AM to 5:00 PM CT, Monday through Friday. Our service technicians are trained to support both our dealer network and our end users.

Hours of operation for dealers follow these same standards, 8:00 AM to 5:00 PM local time.

Green Initiatives:

At Harper Industries we strive for efficiency in all that we do. From minimizing waste to properly disposing of hazardous material, we work to diligently check all the boxes.

Manufacturing:

Each year, we purchase just under 4,000,000 lbs. of steel to manufacture our diverse offering of equipment. Annually, we recycle nearly 10% of our purchased steel, minimizing wasted material and improving our impact on the environment.

All paint prep and paint materials are properly disposed of through Safety-Kleen's services.

In addition to our input components, implementing efficiencies within our factory is top of mind. In 2019 we initiated one the first tasks of our five-year factory improvement plan by upgrading to LED overhead lighting in our 170,000 sq. ft. facility. Where feasible, motion detected lighting is installed to conserve energy.

Fulfillment:

In fulfillment, we take a responsible approach at sourcing biodegradable and recyclable materials for packaging products and preparing shipments.

By offering multiple product lines, HII has the opportunity to consolidate loads to help simplify freight and transportation logistics to minimize our carbon footprint.

Product Offering:

In addition to our manufacturing processes, our product lines are designed to help make tough jobs easier. In the turf realm, our products are designed to meet all emission standards. Acknowledging that our products are designed for debris management and keeping our public spaces clean, abiding by emission standard is just one more detail within Harper Turf's commitment to the clean air act.

Our agriculture and hydraulic divisions focus on efficient transportation and livestock feeding solutions. It is our goal to educate our customers on minimizing feed waste by implementing conscientious feeding practices that result in increased producer profit and more efficient usage of forage and acreage.

Vendor Certifications:

Certificates are listed in the order of which they follow within the supplementary pages (zipped Verification of Certificates file):

- 1) Articles of Incorporation, Kansas Secretary of State
Issued: April 10, 1998

- 2) Retailers' Sales Tax Registration Certificate
Issued: July 25, 1998
- 3) 2020 Florida Annual Resale Certificate for Sales Tax
Expires: December 31, 2020
- 4) 2021 Florida Annual Resale Certificate for Sales Tax
Expires: December 31, 2021
- 5) State of Missouri Certificate of Authority
Issued: July 19, 2010
- 6) State of Washington Business License
Issued: June 19, 2020
- 7) Certificate of Conformity with the Clean Air Act
Issued: November 12, 2019
- 8) Society of Automotive Engineers (SAE), Standard J2638, Hitch Test Report
Test Date: September 10, 2020
- 9) ANSI/OPEI B71.10-2013
Test Date: December 1, 2019
- 10) California Air Resources Board, CARB Bond
Issued Date: July 16, 2020
- 11) Proof of Conformity to Machinery Directive in the European Union
Issued Date: February 2, 2020
- 12) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)
Declaration of Conformity
Issue Date: October 10, 2018
- 13) California Proposition 65 Compliance
Issue Date: October 10, 2018
- 14) International Standards Organization (ISO), Standard 2199
Hawk Certification
Issued on: November 9, 2020
- 15) Society of Automotive Engineers (SAE), Standard J1393
Hawk Test Report
Test Date: August 29, 2019
- 16) International Standards Organization (ISO), Standard 16231-2 & 5295-3
Hawk Test Report
Test Date: April 2, 2020
- 17) Harper Industries Case Summary Report
Pending & Issued Patents, Pending & Registered Trademarks, etc.
Documented: October 9, 2019

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Respondents must provide their complete catalog of turf and grounds maintenance equipment, parts, accessories, and related equipment and services. Each response should include access via uploaded document or URL to the respondent's catalog products and services. NCPA members must be able to easily calculate any offered price based on the respondents pricing list or formula.
- ◆ Prices should be based on a specific fixed price list which must be included in Section 7 or an easily verifiable formula of discount from a previously published list price, or other price program based on a fixed standard cost and markup. If a standard cost is being used it must be shown in the product list along with the markup % by item or category.
- ◆ The product and service categories each respondent offers should be based on their own catalog. Please present each of your categories, and the pricing formula of each individual item or category, along with the price or cos, and discount or mark-up, respectively.
- ◆ Parts, accessories, related equipment, and services should be clearly defined with each respondent's catalog categories, and pricing programs. It is the intent of the RFP to be as inclusive as possible, and to take advantage of the entire breadth of products available from each vendor. Due to the large variance in offerings it is likely that there will be multiple awards. If a respondent only carries a small group of products, they should respond with what they can offer. We will be contracting for a comprehensive program of equipment and services that no single vendor will be able to supply.

PRODUCTS & SERVICES / SCOPE

Product Offering:

Harper Turf Equipment's response to the RFP 43-20 will fully encompass the offering of Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Equipment and Services. The following details will break down the discount offering as it is provided in Tab 7 (uploaded document titled NCPA Pricing Package).

HARPER TURF EQUIPMENT:

Base Units + Accessories, Optional Equipment + Replacement Parts

TURF VACUUM: 5% discount off list pricing + 15% off accessories, optional equipment & parts
TV35 - www.harperturfequipment.com/turf-vacs/tv35/

TV60 RE - www.harperturfequipment.com/turf-vacs/tv60RE/

TV60 RHD - www.harperturfequipment.com/turf-vacs/tv60RHD/

TV40 RE & RH - www.harperturfequipment.com/turf-vacs/tv40/

VERTI-CUTTER: 10% discount off list pricing + 15% off accessories, optional equipment & parts
VC60 - www.harperturfequipment.com/verti-cutters/verti-cutter/

SWEEPER: 3% discount off list pricing + 15% off accessories & optional equipment
Hawk 4400 & 4200 - www.harperturfequipment.com/sweepers/harper-hawk/

ALL-TERRAIN MOWER: 5% discount off list pricing + 15% off accessories, optional eq. & parts
ATM 72LC - www.harperturfequipment.com/slope-mowers/atm72/

LANDSCAPE: 10% discount off list pricing + 15% off accessories & optional equipment & parts
Debris Blower 3600 & 2700 - www.harperturfequipment.com/blowers/debris-blower/

MultiLoader ML32 - www.harperturfequipment.com/blowers/multiloader/

Straw Blower SB5400 & SB1300 - www.harperturfequipment.com/blowers/top-feed-straw-blower/



CLEANER. FASTER. HARPER.

Freight:

Custom freight quotes will be supplied to the customer at the time equipment quotes are compiled. Considering our distribution model is supported by stocking dealers across the country, dealer inventory levels can alter lead times and shipping logistics. As noted on the pricing attachment, Harper Industries will honor a 50% off discount on freight from the factory and will be confirmed with the customer at the time the quote is provided.

Warranty:

All Harper Turf Equipment units include a standard one-year warranty. Additional details are provided within the NCPA Pricing Package attachment.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.
- ◆ Additional related products and services respondents provide should also be included in the price proposal.

powered by

HARPER INDUSTRIES, INC.

HARPER
TURF EQUIPMENT

Butler Beds

DewEze

Harper, Kansas

VALUE ADDED PRODUCTS AND SERVICES

Additional Products & Services:

As shared in our vendor profile, Harper Industries, Inc. is a diverse equipment manufacturer that operates under four different product brands. In addition to turf maintenance markets, we take great pride in serving the agriculture and work truck industries.

DewEze Ag:

Known for its durable design, DewEze Ag is a leader in the livestock feeding equipment market. Reliability, superior service, and appealing esthetics are just a few of the variables that make DewEze the premium brand on the market.

Product Offering:	Parallel & Pivot Bale Beds	S3 Hay Processors
	Standard Flatbeds	660 Bolt-on Units
	BeefCake Supplement Feeders	165-I Bale Huggers

DewEze Hydraulics:

A product that was first initiated to power our Ag line quickly morphed into its own division in the late 70's - setting a new standard in the wrecker and work truck markets. Ease of installation and serviceability on decades of hydraulic solutions gives our brand a strong competitive advantage.

Product Offering:	Clutch Pump Kits	Electric/Hydraulic Systems
	Reel Transport Flatbeds	Central Hydraulic Systems

Butler Beds:

Acquired by Harper Industries in 2019, Butler Beds serves a customer base we once missed. In contrast to DewEze, Butler is an economical solution with a broad feature offering - the perfect tool to compliment any farmer or rancher's operation.

Product Offering:	Arm Bale Beds
	Spike Bale Beds
	Standard Flatbeds

Value Added pricing is detailed in the NCPA Pricing Package. Additional info will be provided upon request.

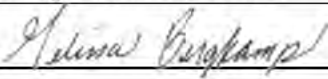
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Harper Industries, Inc. dba Harper Turf Equipment</u>
Print Name	<u>Melissa Bergkamp</u>
Address	<u>151 E. US HWY 160</u>
City, State, Zip	<u>Harper, Kansas 67058</u>
Authorized signature	<u></u>
Date	<u>November 5, 2020</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

November 5, 2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>Harper Industries, Inc. dba Harper Turf Equipment</u>
Address	<u>151 E. US HWY 160</u>
City/State/Zip	<u>Harper, Kansas 67058</u>
Telephone No.	<u>(620) 896-7381</u>
Fax No.	<u>(620) 896-7129</u>
Email address	<u>mbergkamp@harperindustries.com</u>
Printed name	<u>Melissa Bergkamp</u>
Position with company	<u>Vice President of Sales</u>
Authorized signature	<u></u>

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



TURF AND GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES,
SUPPLIES, RELATED EQUIPMENT, AND SERVICES
Executive Summary

Lead Agency: Region 14 ESC

Solicitation: 43-20

RFP Issued: October, 6th, 2020

Pre-Proposal Date: None

Response Due Date: November 19, 2020

Proposals Received: 3

Awarded to: Bush Hog, Inc., Harper Industries, Inc., and Scag Power Equipment

Region 14 ESC issued RFP 43-20 on November 19, 2020, to establish a national cooperative contract for Turf and Grounds maintenance Equipment, Parts, Accessories, Supplies, Related Equipment, and Services.

The solicitation included cooperative purchasing language on the following pages:

Page 1

It is the intention of Region 14 Education Service Center (herein “Region 14 ESC”) to establish a Master Agreement for Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Equipment, and Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

Page 3

National Cooperative Purchasing Alliance (NCPA)

The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

Advertisement

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 14 ESC's website
- NCPA website
- USA Today, nationwide
- Abilene Reporter, TX or Houston Community Newspapers, TX

Proposals Received

On November 19, 2020 proposals were received from the following offerors:

- Bush Hog, Inc.
- Harper Industries, Inc
- Scag Power Equipment

Evaluations

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Bush, Hog, Inc., Harper Industries, Inc., and Scag Power Equipment and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses Region 14, ESC, NCPA and Bush, Hog, Inc., Harper Industries, Inc., and Scag Power Equipment successfully negotiated contracts, and Region 14 ESC executed the agreements with a contract effective date of December 8, 2020.

Scope: The Master Agreements include but are not limited to Turf and Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Equipment, and Services.

Federal Language: The suppliers provided federal funds language which is included in the Master Agreements. Federal language can be found starting on page 27 of the RFP and located in the supplier's response.

Term:

Initial three-year agreement from December 8, 2020 through December 7, 2023, with the option to renew for two (2) additional one-year periods through December 31, 2025. A contract extension was executed to extend this contract through December 31, 2026. Maintenance/services

agreements may be issued for up to five (5) years under this contract even if the contract only lasts for the initial term of the contract.

Pricing/Discount: Discounts vary by contract.



Brentwood City Commission Agenda

Meeting Date: 08/24/2026

Ordinance 2026-08 An Ordinance Proposing the Assignment of Zoning for property located west of Hillsboro Road and south of Old Hickory Boulevard to OSRD & R-2

Submitted by: Allison Henry, Planning & Codes

Department: Planning & Codes

Information

Subject

Second and Final Reading on Ordinance 2026-08 — which requests the assignment of the OSRD (Open Space Residential Development) zoning district & R-2 (Suburban Residential) zoning district to 76.72 +/- acres located west of Hillsboro Road and south of Old Hickory Boulevard.

Background

The attached ordinance requests the assignment of the OSRD (Open Space Residential Development) zoning district for 52.82 acres and R-2 (Suburban Residential) zoning district for 23.90 acres for the Crews Subdivision located west of Hillsboro Road and south of Old Hickory Boulevard, and also lying within Brentwood's Urban Growth Boundary (UGB). The land is currently unimproved.

The property proposed for rezoning is also proposed for annexation pursuant to Resolution 2026-44.

The property details are outlined in the table below.

<i>PROPERTY DESCRIPTION – CREW ANNEXATION</i>		
OWNER	PARCEL #	AREA (AC)
Hillsboro Road Partnership	Map 007 Parcel 00900	52.82
Hillsboro Road Partnership	Map 007 Parcel 00901	23.90
TOTAL		76.72 +/-

Water and sewer utilities for the property are provided by Metro Water Services. There will be no impact to water and sewer infrastructure for the City of Brentwood.

SUMMARY OF THE PROPOSED DEVELOPMENT PLAN

The overall area of the proposal includes 76.72 +/- acres. 52.80 acres is proposed to be zoned Open Space Residential Development (OSRD). The attached OSRD layout plan shows 25 lots with approximately 32 acres of common open space. The proposal includes compensation cut /

fill to completely remove some of the proposed lots from the 100-year flood. Approximately 7 acres of this tract are in Davidson County, but the City of Brentwood will issue all permits and provide all services except water and sewer. Access to the proposed OSRD development will be from Hillsboro Road where access approval will be required from TDOT. Please note that the required R-2 equivalency plan shows 26 lots. 23.90 acres of the property is proposed to be zoned Suburban Residential (R-2) and designated as a reserve parcel. The reserve parcel designation will remain until that tract can provide legal road frontage or acquire an access easement for the creation of one large lot. If either of these options are secured, a revised final plat will be required to remove the reserve parcel designation from the tract.

Please see the following table:

<i>CREWS SUBDIVISION – DEVELOPMENT SPECIFICATIONS</i>	
TOTAL SITE AREA	76.72 +/- AC
AREA OF TRACT PROPOSED AS R-2	23.90 ACRES
AREA OF TRACT PROPOSED AS OSRD	52.82 ACRES
NUMBER OF R-2 LOTS	1
NUMBER OF PROPOSED OSRD LOTS	25
AVERAGE OSRD LOT SIZE	30,164 SQ. FT.
NUMBER OF LOTS – R-2 CONCEPT	26
OPEN SPACE REQUIRED	7.69 +/-
OPEN SPACE PROVIDED	32.10 +/-
EXCESS OPEN SPACE	24.41 +/-

As shown above, the proposed development plan includes a total of 25 OSRD lots and one (1) R-2 lot. The average lot area is 30,164 square feet (0.68 acres). The applicant also submitted an R-2 concept plan, which demonstrated that the site could accommodate 26 lots, all of which meet or exceed the minimum one-acre lot size required in the R-2 zoning district.

The property is currently zoned Municipal Growth Area 1 (MGA-1) by Williamson County. The tract can be developed under the existing zoning classification in the County. The district standards require a minimum lot area of one acre and a gross density of one dwelling unit per acre. However, there are differences in the technical standards related to accessory uses and structure standards. MGA-1 allows the following:

1. Accessory dwelling units within an existing dwelling unit (interior apartment) or as a separate structure -- converted garage, carriage house or stable;
2. Only one accessory dwelling unit, regardless of the number of principal dwellings located on a single parcel are permitted;
3. Accessory dwellings shall be limited to 750 sq. ft. or 25% of the square footage of the principal structure, whichever is greater. In no case shall the accessory dwelling be more than 75% of the square footage of the principal dwelling; and

4. Interior apartments may be contained within the existing house or attached onto the exterior. They must be constructed so that the exterior appearance of the home is maintained. A second front door is not permitted.

Below is the schedule for the associated annexation and assignment of zoning to the OSRD and R-2 zoning district.

Proposed Schedule	
Monday, May 11, 2026	Consideration by the Board of Commissioners to Schedule a Public Hearing on the Plan of Services (POS) and annexation of the property
Monday, June 1, 2026	Planning Commission Review and Recommendation of the Proposed POS and annexation
Monday, June 22, 2026	Board of Commissioners -- Public Hearing on the POS
Monday, July 13, 2026	Board of Commissioners -- First Reading of the Ordinance Assigning OSRD & R-2 zoning to the property
Thursday, July 30, 2026	Required Community Meeting - Annex Room
Monday, August 3, 2026	Planning Commission Review and Recommendation of the Ordinance to Assigning OSRD & R-2 zoning to the property
Monday, August 10, 2026	Board of Commissioners Public Hearing on the Ordinance assigning OSRD & R-2 to the property
Monday, August 24, 2026	Board of Commissioners Review of Final Resolution Annexing the property into the City of Brentwood
Monday, August 24, 2026	Board of Commissioners Second and Final Reading of the Ordinance Assigning OSRD & R-2 to the property

Should there be any questions, please contact the Planning and Codes Director.

Staff Recommendation

Staff has reviewed the proposed rezoning application and recommends that the OSRD & R-2 zoning be assigned to the property, as requested by the applicant.

Previous Commission Action

On July 13, 2026, the Board of Commissioners voted unanimously to approve Ordinance 2026-08 on first reading.

On May 11, 2026, the Board of Commissioners voted unanimously, six for and zero against (6-0) to approve the scheduling of a public hearing for Resolution 2026-44, scheduling the required public hearing for the plan of services for June 22, 2026.

The public hearing for the annexation of this property was held before the Board of Commissioners on July 22, 2026.

The public hearing on the Ordinance assigning OSRD & R-2 to the property was held before the Board of Commissioners on August 10, 2026.

Fiscal Impact

Attachments

Ordinance 2026-08

Proposed Development Plan

Vicinity Map

Metro Water and Sewer Availability Letter

Description of Request Zoning

ORDINANCE 2026-08

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AMEND THE ZONING ORDINANCE, SAME BEING CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD, THE OSRD (OPEN SPACE RESIDENTIAL DEVELOPMENT) AND R-2 (SUBURBAN RESIDENTIAL) FOR PROPERTY LOCATED ON THE WEST SIDE OF HILLSBORO ROAD SOUTH OF OLD HICKORY BOULEVARD, BEING MORE SPECIFICALLY DESCRIBED IN THE PROPERTY DESCRIPTION ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE, AND SHOWN ON THE MAP ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE; AND TO AMEND THE OFFICIAL ZONING MAP ACCORDINGLY

WHEREAS, the City of Brentwood intends to annex said territory into its corporate limits by Resolution 2026-44, pursuant to Tennessee Code Annotated Section 6-51-101 *et seq.*; and

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

WHEREAS, the City of Brentwood intends to establish a zoning classification for these properties, specifically the OSRD Open Space Residential Development zoning district and R-2 Suburban Residential zoning district; and

WHEREAS, the zoning of the property shall be contingent upon approval of the proposed annexation, pursuant to Resolution 2026-44.

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

SECTION 1. That the OSRD (Open Space Residential Development) zoning district and R-2 (Suburban Residential) zoning district, as defined by the zoning ordinance of the City of Brentwood, Tennessee, be and the same is hereby established for the properties identified by the Williamson County Property Assessor as Map 077, Parcels 00900 and 00901 being more particularly described in the property description attached hereto as Attachment “A,” and being more particularly shown on Attachment “B”, said attachments being made a part of this ordinance by reference.

SECTION 2. That approval of the zoning shall be contingent upon approval of the proposed annexation of the property, pursuant to Resolution 2026-44.

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

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

Williamson County, Tennessee, requiring it.

PASSED: 1st reading _____

2nd reading _____

PUBLIC HEARING

Notice published in: Williamson Herald

Date of publication: _____

Date of hearing: _____

PLANNING COMMISSION _____

NOTICE OF PASSAGE

Notice published in: _____

Date of publication: _____

EFFECTIVE DATE _____

MAYOR Nelson Andrews

RECORDER Holly Earls

Approved as to form:

CITY ATTORNEY Kristen L. Corn

EXHIBIT A
RESOLUTION 2026-44
LANDS LYING WITHIN WILLIAMSON COUNTY, TENNESSEE
HILLSBORO ROAD
ANNEXATION DESCRIPTIONS

PROPERTY DESCRIPTION

A TRACT OF LAND IN THE 7TH CIVIL DISTRICT OF WILLIAMSON COUNTY AND THE 34TH COUNCILMANIC DISTRICT OF DAVIDSON COUNTY BEING THE SAME PROPERTY CONVEYED TO HILLSBORO ROAD PARTNERSHIP BY QUITCLAIM DEED OF RECORD IN BOOK 8159, PAGE 439 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (RODC), AND BOOK 860, PAGE 433 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (ROWC), AND BEING FURTHER DESCRIBED ACCORDING TO A BOUNDARY RETRACEMENT SURVEY OF TWM, INC. DATED 10/07/2024 AS FOLLOWS:

BEGINNING AT A SET 5/8" IRON ROD WITH CAP STAMPED "TWM INC" (SET IRON ROD) IN THE WESTERLY RIGHT-OF-WAY OF HILLSBORO ROAD (U.S. 431 / S.R. 106) (WIDTH VARIES) BEING THE NORTHEAST CORNER OF THE HARPETH PRESBYTERIAN CHURCH PROPERTY OF RECORD IN BOOK 76, PAGE 391; BOOK 102, PAGE 299; AND BOOK 254, PAGE 986, ROWC, AND BEING A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE,

LEAVING SAID WESTERLY RIGHT-OF-WAY AND WITH THE NORTHERLY LINE OF SAID HARPETH PRESBYTERIAN CHURCH PROPERTY FOR THE FOLLOWING 3 CALLS:

1. NORTH 80° 17' 40" WEST, A DISTANCE OF 274.17 FEET TO A FOUND 5/8" IRON ROD;
 2. NORTH 86° 28' 45" WEST, A DISTANCE OF 157.53 FEET TO A SET IRON ROD;
 3. NORTH 84° 01' 05" WEST, A DISTANCE OF 212.99 FEET TO A FOUND 1" IRON ROD;
- THENCE,

WITH THE WESTERLY LINE OF SAID HARPETH PRESBYTERIAN CHURCH PROPERTY, SOUTH 10° 32' 55" WEST, PASS A SET IRON ROD AT 593.52 FEET FOR A TOTAL DISTANCE OF 633.52 FEET TO THE CENTER OF THE LITTLE HARPETH RIVER AND BEING IN THE NORTHERLY LINE OF THE JEFFREY FRIEDMAN PROPERTY OF RECORD IN BOOK 7055, PAGE 837, ROWC; THENCE,

WITH THE MEANDERS OF THE CENTER OF SAID LITTLE HARPETH RIVER AND THE NORTHERLY LINE OF SAID FRIEDMAN PROPERTY THE FOLLOWING 6 CALLS:

1. SOUTH 69° 30' 06" WEST, A DISTANCE OF 73.47 FEET;
2. SOUTH 56° 50' 06" WEST, A DISTANCE OF 108.00 FEET;
3. SOUTH 21° 50' 06" WEST, A DISTANCE OF 60.00 FEET;
4. SOUTH 59° 20' 06" WEST, A DISTANCE OF 132.00 FEET;
5. SOUTH 45° 00' 06" WEST, A DISTANCE OF 86.00 FEET;
6. SOUTH 18° 40' 06" WEST, A DISTANCE OF 80.00 FEET; THENCE,

CONTINUING WITH THE CENTER OF SAID LITTLE HARPETH RIVER AND THE NORTHERLY LINE OF SAID FRIEDMAN PROPERTY, IN PART, AND THE NORTHERLY LINE OF THE ROKEPA INVESTMENT COMPANY, L.P. PROPERTY OF RECORD IN BOOK 5674, PAGE 320, ROWC, IN PART, NORTH 89° 39' 54" WEST, A DISTANCE OF 200.00 FEET; THENCE,

CONTINUING WITH THE CENTER OF SAID LITTLE HARPETH RIVER AND THE NORTHERLY LINE OF ROKEPA INVESTMENT COMPANY, L.P. PROPERTY FOR THE FOLLOWING 10 CALLS:

1. SOUTH 64° 00' 06" WEST, A DISTANCE OF 123.00 FEET;
2. NORTH 89° 49' 54" WEST, A DISTANCE OF 146.00 FEET;
3. NORTH 79° 09' 54" WEST, A DISTANCE OF 38.00 FEET;
4. NORTH 36° 09' 54" WEST, A DISTANCE OF 300.00 FEET;
5. NORTH 14° 39' 54" WEST, A DISTANCE OF 209.00 FEET;
6. NORTH 58° 39' 54" WEST, A DISTANCE OF 125.00 FEET;
7. SOUTH 85° 10' 06" WEST, A DISTANCE OF 164.00 FEET;
8. NORTH 83° 09' 54" WEST, A DISTANCE OF 191.00 FEET;
9. SOUTH 72° 00' 06" WEST, A DISTANCE OF 148.00 FEET;
10. SOUTH 57° 10' 06" WEST, A DISTANCE OF 151.92 FEET TO A POINT IN THE CENTER OF SAID LITTLE HARPETH RIVER AND BEING THE SOUTHEAST CORNER OF THE CITY OF BRENTWOOD PROPERTY OF RECORD IN BOOK 8763, PAGE 622, ROWC AND BEING A SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE,

LEAVING SAID LITTLE HARPETH RIVER AND WITH THE EASTERLY AND NORTHERLY LINES OF SAID CITY OF BRENTWOOD PROPERTY FOR THE FOLLOWING 9 CALLS:

1. NORTH 00° 20' 28" WEST, PASSING A FOUND IRON ROD WITH CAP STAMPED "PLS 2287" AT 71.80 FEET FOR A TOTAL DISTANCE OF 289.61 FEET TO A FOUND IRON ROD WITH CAP STAMPED "PLS 2287";
2. NORTH 05° 57' 41" EAST, A DISTANCE OF 266.08 FEET TO A FOUND IRON ROD WITH CAP STAMPED "PLS 2287";
3. NORTH 81° 04' 17" WEST, A DISTANCE OF 217.16 FEET TO A FOUND IRON ROD WITH CAP STAMPED "PLS 2287";
4. NORTH 82° 52' 42" WEST, A DISTANCE OF 240.15 FEET TO A FOUND IRON ROD WITH CAP STAMPED "PLS 2287";
5. NORTH 85° 24' 20" WEST, A DISTANCE OF 346.50 FEET TO A SET IRON ROD;
6. NORTH 05° 40' 51" EAST, A DISTANCE OF 174.17 FEET TO A SET IRON ROD;
7. NORTH 02° 41' 21" EAST, A DISTANCE OF 61.12 FEET TO A SET IRON ROD;
8. NORTH 03° 49' 29" WEST, A DISTANCE OF 26.01 FEET TO A SET IRON ROD;
9. NORTHWESTERLY WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 80.45 FEET, A CENTRAL ANGLE OF 77° 19' 56", AN ARC LENGTH OF 108.58 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 46° 20' 44" WEST, 100.52 FEET TO A SET IRON ROD IN THE EASTERLY LINE OF THE

CHRIST PRESBYTERIAN CHURCH PROPERTY OF RECORD IN BOOK 406, PAGE 122, ROWC; THENCE,

WITH THE EASTERLY LINE OF SAID CHRIST PRESBYTERIAN CHURCH PROPERTY, NORTH 05° 02' 06" EAST, A DISTANCE OF 155.43 FEET TO A SET IRON ROD BEING THE SOUTHWEST CORNER OF THE TSTM LLC PROPERTY OF RECORD IN INSTRUMENT NO. 20210119-0007920, RODC AND BEING A NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE,

WITH THE SOUTHERLY LINE OF SAID TSTM LLC PROPERTY, SOUTH 82° 36' 37" EAST, A DISTANCE OF 698.10 FEET TO A FOUND IRON ROD WITH CAP STAMPED "MOSELEY 0778"; THENCE,

WITH THE EASTERLY LINE OF SAID TSTM LLC PROPERTY, NORTH 08° 42' 30" EAST, A DISTANCE OF 202.12 FEET TO A FOUND IRON ROD WITH CAP (ILLEGIBLE); THENCE,

WITH THE NORTHERLY LINE OF SAID TSTM LLC PROPERTY, NORTH 81° 43' 19" WEST, A DISTANCE OF 128.62 FEET TO A POINT IN AN EXISTING FENCE BEING IN THE SOUTHERLY LINE OF LOT 1 AS SHOWN ON THE FINAL PLAT ENTITLED, "RESUBDIVISION OF RESERVE PARCEL, 3RD REVISION, MIDDLETON" OF RECORD IN INSTRUMENT NO. 20030304-0028611, RODC; THENCE,

WITH THE SOUTHERLY LINE OF SAID LOT 1 IN PART, AND LOT 2 OF SAID PLAT IN PART, SOUTH 82° 03' 44" EAST, A DISTANCE OF 551.34 FEET TO A FOUND 1/2" IRON ROD BEING THE SOUTHWEST CORNER OF THE TIMOTHY R. & CARISSA M. PEREIRA PROPERTY OF RECORD IN INSTRUMENT NO. 20160121-0006091, RODC; THENCE,

SOUTH 84° 54' 28" EAST, A DISTANCE OF 301.01 FEET TO A FOUND 1/2" IRON ROD BEING THE COMMON SOUTHERLY CORNER OF SAID PEREIRA PROPERTY IN INSTRUMENT NO. 20160121-0006091 AND THE WILLIAM & RENEE ISAACS PROPERTY OF RECORD IN INSTRUMENT NO. 20191113-0116882, RODC; THENCE,

WITH THE SOUTHERLY LINE OF SAID ISAACS PROPERTY, NORTH 71° 19' 07" EAST, A DISTANCE OF 494.60 FEET TO A FOUND 3/4" IRON ROD BEING THE COMMON SOUTHERLY CORNER OF SAID ISAACS PROPERTY AND THE TIMOTHY R. & CARISSA M. PEREIRA PROPERTY OF RECORD IN INSTRUMENT NO. 20240620-0046531, RODC; THENCE,

WITH THE SOUTHERLY LINE OF SAID PEREIRA PROPERTY OF RECORD IN INSTRUMENT NO. 20240620-0046531 FOR THE FOLLOWING 4 CALLS:

1. NORTH 71° 36' 53" EAST, A DISTANCE OF 70.00 FEET TO A POINT IN OTTER CREEK;
2. NORTH 86° 58' 53" EAST, A DISTANCE OF 88.25 FEET TO A POINT IN OTTER CREEK;
3. NORTH 82° 03' 53" EAST, A DISTANCE OF 52.19 FEET TO A POINT IN OTTER CREEK;

4. SOUTH 80° 50' 52" EAST, A DISTANCE OF 30.39 FEET TO A POINT IN OTTER CREEK BEING THE COMMON SOUTHERLY CORNER OF SAID PEREIRA PROPERTY OF RECORD IN INSTRUMENT NO. 20240620-0046531 AND LOT 8 AS SHOWN ON THE FINAL PLAT ENTITLED, "CHICKERING WOODS" OF RECORD IN PLAT BOOK 6250, PAGE 380, RODC; THENCE,

LEAVING SAID OTTER CREEK AND WITH THE SOUTHERLY LINE OF SAID LOT 8, IN PART, AND THE SOUTHERLY LINE OF LOT 7, SAID CHICKERING WOODS, IN PART, SOUTH 74° 21' 12" EAST, A DISTANCE OF 931.19 FEET TO A FOUND CONCRETE MONUMENT BEING THE COMMON SOUTHERLY CORNER OF SAID LOT 7 AND LOT 1 AS SHOWN ON THE FINAL PLAT ENTITLED, "CONSOLIDATION PLAT, LOT 1, FOREST HILLS BAPTIST CHURCH" OF RECORD IN INSTRUMENT NO. 20000918-0092186, RODC; THENCE,

WITH THE SOUTHERLY LINE OF SAID LOT 1 FOR THE FOLLOWING 2 CALLS:

1. SOUTH 71° 51' 49" EAST, A DISTANCE OF 224.34 FEET TO A FOUND 3/4" IRON ROD;
2. SOUTH 71° 55' 18" EAST, A DISTANCE OF 413.04 FEET TO A SET IRON ROD IN THE WESTERLY RIGHT-OF-WAY OF SAID HILLSBORO ROAD (U.S. 431 / S.R.106); THENCE,

WITH SAID WESTERLY RIGHT-OF-WAY FOR THE FOLLOWING 4 CALLS:

1. SOUTHWESTERLY WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 13,274.02 FEET, A CENTRAL ANGLE OF 00° 03' 07", AN ARC LENGTH OF 12.02 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 33° 43' 42" WEST, 12.02 FEET TO A SET IRON ROD;
2. SOUTH 33° 45' 15" WEST, A DISTANCE OF 9.29 FEET TO A SET IRON ROD;
3. SOUTHWESTERLY WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 7,112.67 FEET, A CENTRAL ANGLE OF 01° 31' 22", AN ARC LENGTH OF 189.02 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 34° 30' 56" WEST, 189.01 FEET TO A SET IRON ROD;
4. SOUTH 35° 57' 23" WEST, A DISTANCE OF 218.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,341,760 SQUARE FEET OR 76.716 +/- ACRES.

[illegible]

CONCEPT OSRD PLANS
FOR

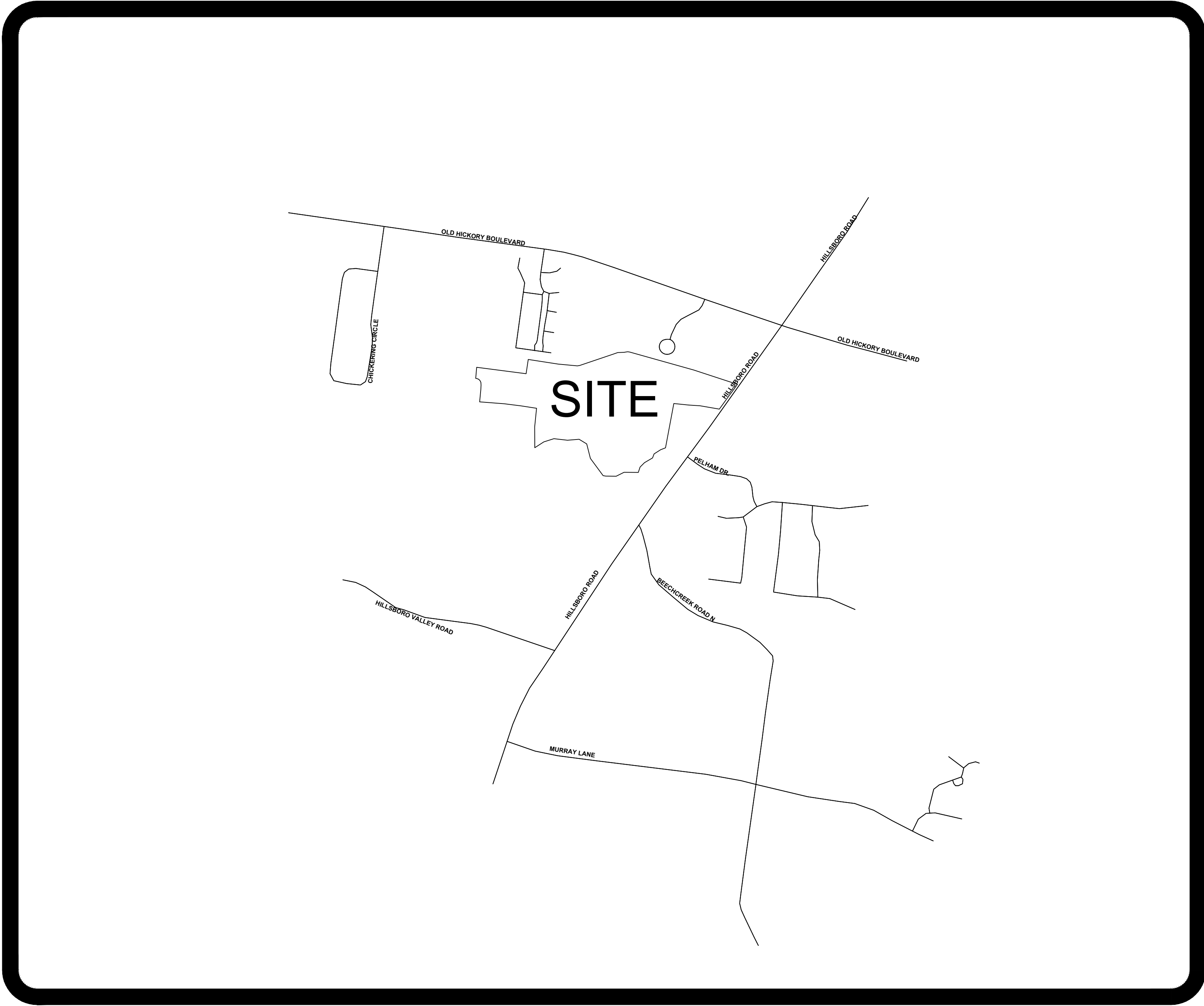
CREWS



GROVE PARK

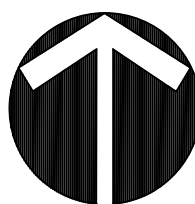
SHEET INDEX

SHEET	DESCRIPTION
C0.00	COVER SHEET
C1.00	EXISTING CONDITIONS PLAN
C2.00	GENERAL NOTES, AREA TABLES, AND TYPICAL ROADWAY SECTION
C3.00	CONCEPT OSRD SITE PLAN
C4.00	R2 LAYOUT EXHIBIT



SITE LOCATION MAP
(NOT TO SCALE)

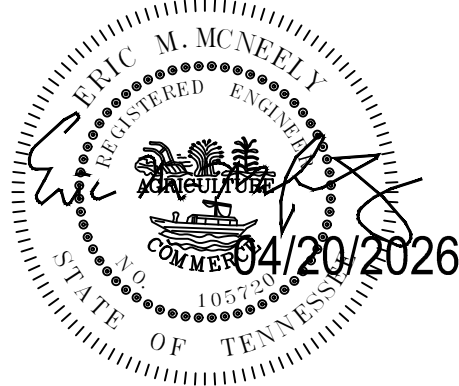
WILLIAMSON COUNTY
UNINCORPORATED
TENNESSEE
Tax Map 007 / Parcels 9.00 & 9.01
Williamson County, Tennessee

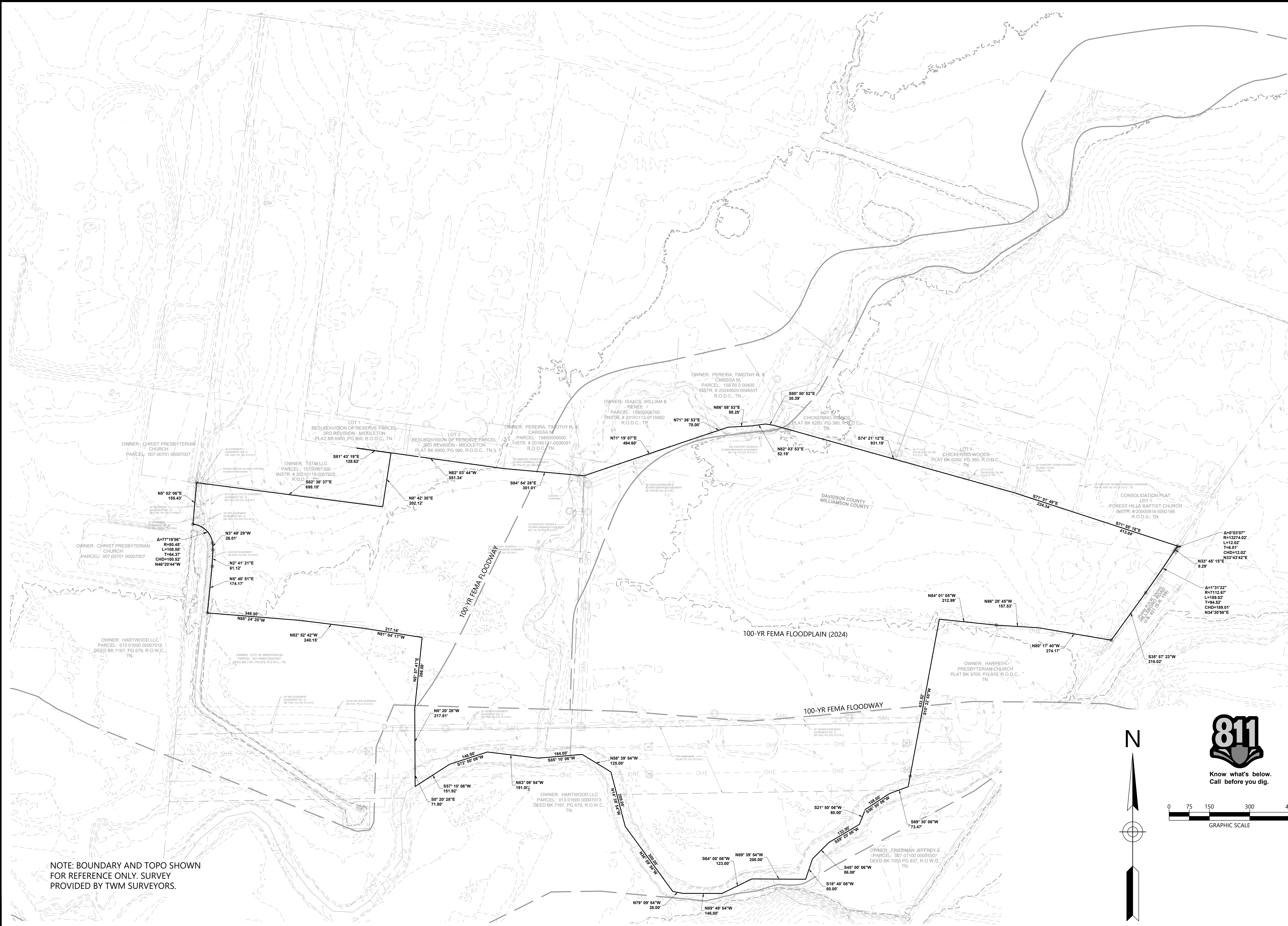


DEVELOPER:
BRANDON JENKINS
GROVE PARK CONSTRUCTION
1537 FRANKLIN ROAD SUITE 300
BRENTWOOD, TN 37027
Tel. 615.642.9992

PROJECT ENGINEER:
ERIC MCNEELY
MCNEELY CIVIL ENGINEERING, LLC
254 BELGIAN ROAD
NOLENSVILLE, TN 37135
Tel. 615.335.3172

LANDSCAPE ARCHITECTURE
DOUG ARNOLD
GROVE PARK CONSTRUCTION
1537 FRANKLIN ROAD SUTIE 300
BRENTWOOD, TN 37027
615-218-9310

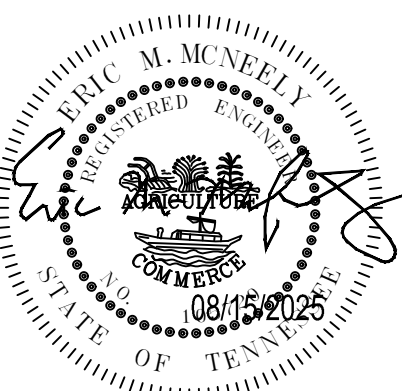




NOTE: BOUNDARY AND TOPO SHOWN
FOR REFERENCE ONLY. SURVEY
PROVIDED BY TWM SURVEYORS.

McNeely Civil
Engineering, LLC
254 Belgian Road
Nolensville, TN 37135

Permit-Seal:



Client/Project:

GROVE PARK

1537 FRANKLIN ROAD
SUITE 300
BRENTWOOD, TN 37027
615-584-1615

CREWS
CONCEPT OSRD PLANS

Revisions:

Item: Date:

Project No.: MCE 220008

Designed By:

Drawn By:

Checked By: E. MCNEELY

Date:

Scale:

Title:

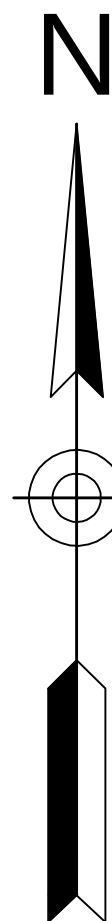
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CONDIONS

Drawing No.

C1.00

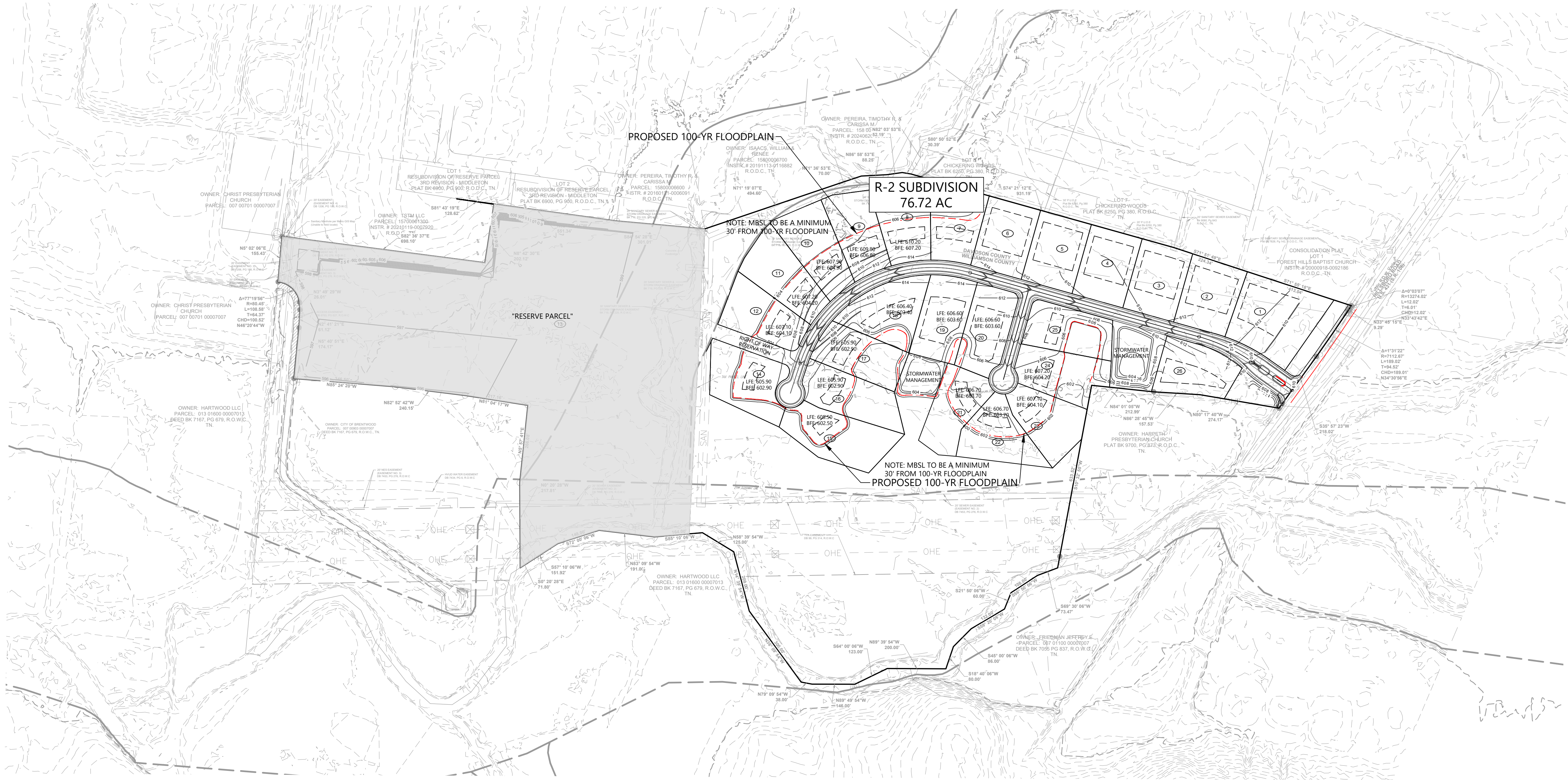


Know what's below.
Call before you dig.



[illegible]

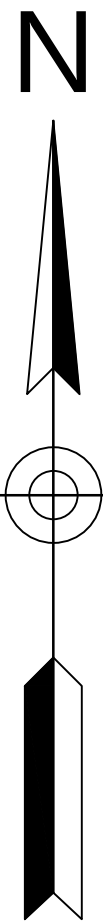
C3.00



WILLIAMSON COUNTY MAP 007 PARCEL 9.00
CONFIGURATION TO REMAIN UNCHANGED
ON THIS R2 CONFIGURATION, LOT 13 IS DESIGNATED AS A "RESERVE PARCEL"

- LEGEND**
- PARCEL NO. (xx)
 - LOT NUMBER (SINGLE FAMILY) (17)
 - IRON ROD (OLD) (R2)
 - IRON ROD (SET) (R2)
 - IRON PIPE (OLD) (R2)
 - P K NAIL (OLD) (R2)
 - CONCRETE MON (OLD) (R2)
 - PROPERTY LINE
 - FENCE LINE
 - SANITARY SEWER LINE
 - STORM SEWER LINE 15" S T
 - WATER LINE
 - ROAD CENTER LINE
 - CONCRETE
 - UTILITY POLE
 - GUY WIRE
 - ELECTRIC TRANSFORMER
 - UTILITY POLE W/ LIGHT
 - SANITARY SEWER MANHOLE
 - CURB INLET
 - CATCH BASIN
 - FIRE HYDRANT
 - WATER METER
 - WATER VALVE

LOT #	SQ. FT.	AC
1	69312.57	1.59
2	45,008.94	1.03
3	43,996.74	1.01
4	44,098.49	1.01
5	44,099.69	1.01
6	44,269.86	1.02
7	43,815.33	1.01
8	45,629.01	1.05
9	43,635.77	1.00
10	47,290.12	1.09
11	48,424.08	1.11
12	43,696.25	1.00
13	1,040,869.96	23.90
14	51,147.97	1.17
15	55,554.41	1.28
16	47,025.71	1.08
17	43,642.05	1.00
18	48,581.95	1.12
19	46,194.45	1.06
20	43,807.82	1.01
21	43,574.01	1.00
22	44,332.01	1.02
23	43,784.89	1.01
24	45,660.14	1.05
25	44,660.14	1.01
26	43,605.72	1.00



McNeely Civil
Engineering, LLC
254 Belgian Road
Nolensville, TN 37135

Permit-Seal:



Client/Project:

GROVE PARK

1537 FRANKLIN ROAD
SUITE 300
BRENTWOOD, TN 37027
615-584-1615

CREWS
CONCEPT OSRD PLANS



Revisions:

Item: Date:

Project No.: MCE 220008

Designed By:

Drawn By:

Checked By: E. MCNEELY

Date:

Scale:

Title:

R2 EQUIVALENT
CONCEPT PLAN

Drawing No.

C4.00

Tract I:

Land lying in the General Services Davidson County, Tennessee and Williamson County, Tennessee and being more particularly described as follows:

Beginning at a metal fence post in the Southerly right-of-way of Old Hickory Boulevard, said post being the Northwesterly corner of the herein described property and the Northeasterly corner of the Chalfont Property as of record in Deed Book 5609, Page 159, R.O.D.C., Tennessee and being approximately 70 feet in an Easterly direction from the intersection of Old Hickory Boulevard and Chickering Road; thence with said Southerly right-of-way South 82 degrees 54 minutes 08 East 353.67 feet to an iron rod in the Northwesterly property line of Middleton Subdivision as recorded in Plat Book 6900, Page 257, R.O.D.C.; thence leaving said right-of-way and with the Westerly line of said subdivision South 06 degrees 39 minutes 50 seconds West 1536.61 feet to an iron rod; thence with the Southerly line of said subdivision South 82 degrees 07 minutes 40 seconds East 761.70 feet to a stone marker; thence South 85 degrees 41 minutes 58 seconds East 270.00 feet to an iron rod in the center of Otter Creek; thence leaving said creek North 81 degrees 39 minutes 05 East 31.97 feet to an iron rod; thence North 70 degrees 22 minutes 23 East 494.51 feet to an iron rod; thence North 70 degrees 44 minutes 56 seconds East 70.00 feet to a point in the centerline of Otter Creek; thence with said creek North 86 degrees 06 minutes 56 seconds East 88.25 feet to a point; thence continuing with said creek North 81 degrees 11 minutes 56 East 52.19 feet to a point; thence South 81 degrees 42 minutes 49 East 30.39 feet to a point at the Southwesterly corner of Chickering Woods as recorded in Plat Book 6250, Page 380, R.O.D.C., Tennessee; thence with the Southerly line of Chickering Woods South 75 degrees 13 minutes 09 East passing a monument at 50.00 feet, in all a total distance of 931.14 feet to a concrete monument at the Southeasterly corner of said subdivision; thence South 72 degrees 42 minutes 06 East 224.55 feet to an iron rod; thence South 72 degrees 47 minutes 15 seconds East 418.90 feet to an iron rod in the westerly right-of-way of Hillsboro Road; thence with said right-of-way South 35 degrees 05 minutes 58 West 430.06 feet to an iron rod, said rod being the Northeasterly corner of Harpeth Presbyterian Church property; thence leaving said right-of-way and with the Northerly line of Harpeth Presbyterian Church property North 81 degrees 09 minutes 02 seconds West 274.17 feet to an iron rod; thence continuing with said line North 87 degrees 20 minutes 36 seconds West 157.53 feet to an iron rod; thence North 84 degrees 52 minutes 56 seconds West 213.00 feet to an iron rod; thence South 09 degrees 41 minutes 04 West 633.52 feet to a point in the centerline of Little Harpeth River passing a witness iron rod at 593.52 feet; thence with said centerline with the following points:

South 68 degrees 40 minutes 00 seconds West 73.47 feet,
South 56 degrees 00 minutes 00 seconds West 108.00 feet,
South 21 degrees 00 minutes 00 seconds West 60.00 feet,
South 58 degrees 30 minutes 00 seconds West 132.00 feet,
South 44 degrees 10 minutes 00 seconds West 86.00 feet,
South 17 degrees 50 minutes 00 seconds West 80.00 feet,
South 89 degrees 30 minutes 00 seconds West 200.00 feet,
South 63 degrees 10 minutes 00 seconds West 123.00 feet,
South 89 degrees 20 minutes 00 seconds West 146.00 feet,
North 80 degrees 00 minutes 00 second West 38.00 feet,
North 37 degrees 00 minutes 00 seconds West 300.00 feet,
North 15 degrees 30 minutes 00 seconds West 209.00 feet,
North 59 degrees 30 minutes 00 seconds West 125.00 feet,
South 84 degrees 20 minutes 00 seconds West 164.00 feet,
North 84 degrees 00 minutes 00 seconds West 191.00 feet,
South 71 degrees 10 minutes 00 seconds West 148.00 feet,
South 56 degrees 20 minutes 00 seconds West 190.00 feet,
South 14 degrees 20 minutes 00 seconds West 82.00 feet,

South 03 degrees 10 minutes 00 seconds East 166.00 feet,
South 36 degrees 30 minutes 00 seconds West 201.00 feet,
South 55 degrees 20 minutes 00 seconds West 77.00 feet,
North 87 degrees 50 minutes 00 seconds West 75.00 feet,
North 48 degrees 30 minutes 00 seconds West 112.00 feet,
North 38 degrees 30 minutes 00 seconds West 171.00 feet,
North 25 degrees 40 minutes 00 seconds West 118.00 feet,
North 51 degrees 30 minutes 00 seconds West 82.00 feet,
South 77 degrees 20 minutes 00 seconds West 94.00 feet,
South 50 degrees 10 minutes 00 seconds West 128.00 feet,
South 37 degrees 30 minutes 00 seconds West 113.00 feet,
South 51 degrees 30 minutes 00 seconds West 26.84 feet;
thence leaving Little Harpeth River North 83 degrees 51 minutes 20 seconds West 47.91 seconds feet to an iron rod; thence with the Harts Easterly lines of record in Deed Book 333, Page 235, R.O.W.C., North 04 minutes 38 minutes 40 seconds East 462.32 feet to an iron rod; thence North 03 degrees 42 minutes 54 seconds East 537.68 feet to an iron rod; thence North 04 minutes 08 minutes 24 seconds East 427.33 feet to a concrete monument; thence North 07 minutes 01 minutes 01 East 1750.13 feet to the point of beginning and containing 111.41 acres, more or less.

Tract II:

Beginning at an iron rod, said iron rod being South 82 degrees 07 minutes 40 seconds East 209.91 feet and South 06 degrees 39 minutes 50 seconds West 1536.61 feet from an iron post on the Southerly right-of-way of Old Hickory Boulevard and being the Northeasterly corner of Wilbur C. Sensing Property as of record in Deed Book 1179, Page 43, Register's Office for Davidson County, Tennessee, and Deed Book 79, Page 513, Register's Office for Williamson County, Tennessee and Northwesterly corner of George Hicks and wife, Sallie Hicks, Property as of record in Deed Book 5968, Page 36, thence South 82 degrees 51 minutes 13 seconds East 551.34 feet to an iron rod in the Southwesterly property corner of Manson M. Rowan Property as of record in Deed Book 4333, Page 257, Register minutes s Office for Davidson County, Tennessee; thence South 03 degrees 49 minutes 01 seconds West 7.00 feet; thence North 82 degrees 07 minutes 40 seconds West 551.79 feet to the point of beginning and containing 0.044 acres, more or less.

Tract III:

Beginning at an iron rod, said iron rod being South 06 degrees 39 50 East 1536.61 feet and South 82 degrees 07 minutes 40 seconds East 209.91 feet and South 82 degrees 51 minutes 13 seconds East 551.34 feet from an iron post on the Southerly right-of-way of Old Hickory Boulevard and being the Southeasterly corner of Hicks Property as of record in Deed Book 5968, Page 36, R.O.D.C., and the Southwesterly corner of J. Marvin Hopper and Anita Hopper property as of record in Deed Book 6229, Page 85, R.O.D.C.; thence South 85 degrees 41 minutes 58 seconds East 301.25 feet to an iron rod; thence South 81 degrees 39 minutes 05 seconds West 31.97 feet to a point; thence North 85 degrees 41 minutes 58 seconds West 270.00 feet to a stone marker; thence North 03 degrees 49 minutes 01 seconds West 7.00 feet to the point of beginning and containing 0.046+ acres, more or less.

Less and Except the following:

Beginning at a metal fence post in the Southerly right-of-way of Old Hickory Boulevard, said post being the Northwesterly corner of the herein described property and the Northeasterly corner of the Chalfont Property as of record in Deed Book 5609, page 159, Register minutes s Office of Davidson County, Tennessee, and being approximately 70 feet in an Easterly direction from the intersection of Old Hickory Boulevard and Chickering Road; thence with the said Southerly right of way South 82 degrees 54 minutes 08 seconds East 353.67 feet to an iron rod in the Northwesterly property line of Middleton Subdivision as recorded in Plat Book 6900, page 257, said Register minutes s Office; thence leaving said right-of-way and with the westerly line of said Subdivision South 06 degrees 39 minutes 50 seconds West 1536.61 feet to an iron rod; thence with the Southerly line of said subdivision South 82 degrees 07 minutes 40 seconds East 338 feet to a new iron rod; thence South 07 degrees 52 minutes 20 seconds West 202.20 feet to a new iron rod; thence North 83 degrees 27 minutes 39 seconds West 698.10 feet to a concrete monument; thence North 07 degrees 01 minutes 01 seconds East 1,750.13 feet to the point and place of beginning. Containing 16,000 acres, plus or minus.

Being the same property conveyed to Hillsboro Road Partnership, a Tennessee general partnership by Quitclaim Deed from Katherine M. Sensing of record in Book 860, page 433, Register's Office for Williamson County, Tennessee, and of record in Book 8159, page 439, in the Register's Office for Davidson County, Tennessee, dated June 16, 1990 and recorded on July 27, 1990.

GENERAL NOTES

1. THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE LIMITS OF ANNEXATION AND ZONING.
2. THIS EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7.

PROPERTY MAP REFERENCE

BEING THE WHOLE OF PARCEL NUMBERS 9.00 AND 9.01 AS SHOWN ON WILLIAMSON COUNTY PROPERTY MAP NUMBER 007.

DEED REFERENCE

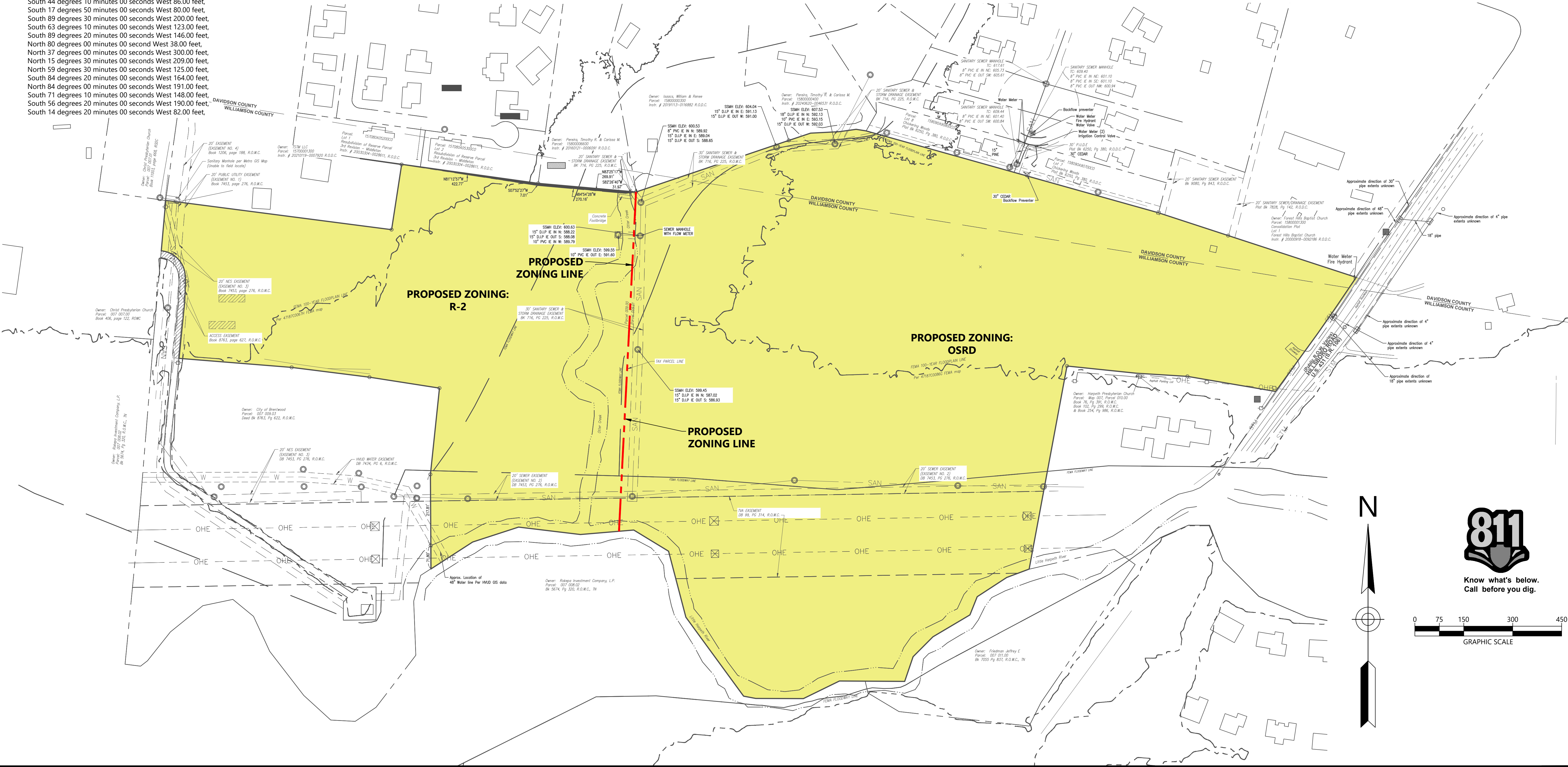
BEING THE SAME PROPERTY CONVEYED TO HILLSBORO ROAD PARTNERSHIP BY QUITCLAIM DEED OF RECORD IN BOOK 8159, PAGE 439 IN THE REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

AREA REQUESTED TO BE REZONED

TOTAL SITE AREA = 3,341,923 S.F. OR 76.72 ACRES

TOTAL AREA PROPOSED R-2 ZONING = 22.95 ACRES

TOTAL AREA PROPOSED OSRD ZONING = 53.77 ACRES



McNeely Civil
Engineering, LLC
254 Belgian Road
Nolensville, TN 37135

Client/Project:

GROVE PARK

1537 FRANKLIN ROAD
SUITE 300
BRENTWOOD, TN 37027
615-584-1615

CREWS
REZONING EXHIBIT

Revisions:

Item: Date:

Project No. : MCE 220008

Designed By:

Drawn By:

Checked By: E. MCNEELY

Date:

Scale:

Title:

REZONING
EXHIBIT

Drawing No.

EX - 1

CAPACITY FEE NOTIFICATION

Friday, May 1, 2026 2:46 pm

Page 1 of 3

DATE ENTERED	NUMBER	REFERENCE	PROJECT NUMBER
1-May-2026	WATERCAP T2026037105	WSAVAIL 2026036007	26WG0001

PARCEL

ADDRESS:	APN:
NAME: CREWS	DISTRICT:
OTHER LOCATION: WMN 007 00901 OHB	

PROPOSED DEVELOPMENT

[illegible]

Proposed: 25 Single Family Lots w/ Guard House (9,100 GPD)

Existing: Vacant (0 GPD)

Projected Flow: 9,100 GPD

Water 1 Year: \$11,000.00

Water 1 Year Due Date: 07/30/2026

Water 2 Year: \$20,625.00

Water 2 Year Due Date: 05/01/2027

Water Perpetuity: \$35,750.00

Water Perpetuity Due Date: 05/01/2028

Public Water Extension from 282FB075

Offsite water improvements may be required depending on fire flow requirements.

SE - 796/775

Capacity is not guaranteed with a partial payment. Remitting 30% payment and maintaining installment schedule set forth in the Capacity Letter will reserve capacity provided payments are made on time. Failure to remit payment in accordance with the Capacity Letter will result in forfeited capacity.

~~Notes~~

* Thirty percent (30%) is due within 90 days from the issuance date.

* Three 90 day extensions are all allowed. Extensions do not affect the due date or the final payment date.

* Regardless of utilization of extensions, fifty- five (55%) of the capacity fee is due by the one year anniversary of the permit date.

* One hundred (100%) is due two (2) years from the permit date.

* Capacity fees paid are non-refundable except as authorized by the Metropolitan Code.

* All applicable tap fees, service charges, and any remaining capacity fees must be paid at the time of application for physical connection to the public system or final U&O approval.

* sewer facilities will be at the expense of the developer. This includes any required offsite public infrastructure improvements unless there is a Developer/Metro Participation Agreement approved by MWS and Metro Council and recorded by Metro Clerk.

* Any capacity installment payments outside allowable schedules will result in a relinquishment of remaining capacity. Request of any capacity above that that has been secured by capacity charge payment will require reapplication, system capacity review, and application fee.

* Availability of water service is only representative of that for the domestic flow volume(s) requested. Needed volume above that submitted to Metro Water Services, such as fire flows, will require submittal and approval by the Metro Fire Department.

~~Special Notes Affecting Water Service~~

* Depending on activity on premise, sewer availability may be conditional to any pre-treatment and/or Industrial Compliance requirement of MWS.

* Water service to premise may require the installation of a water service line pressure reducing valve (PRV). Water distribution system pressure at or above 150 psi will require the installation of a PRV in front of the domestic or irrigation meter. This will be installed, owned and operated by MWS. Depending on the elevation of the structure served and regardless of system pressure at the meter, the customer/property owner may need to install a service line PRV to protect internal plumbing fixtures. PRVs under this circumstance would be installed, owned and operated by the customer/property owner.

If you have any questions please email MWS.dscapacity@nashville.gov.

OWNER OF RECORD

PHONE:

PROFESSIONAL

PHONE:

APPLICANT

CONTACT/BILLING INFORMATION

WATER & SEWER INFORMATION

MXU NUMBER:	METER SIZE:
ECR NUMBER:	METER TYPE:
METER NUMBER:	METER LOCATION:

CUSTOMER SIGNATURE:

METRO:

John Wilson



CAPACITY FEE NOTIFICATION

Friday, May 1, 2026 2:50 pm

Page 1 of 2

DATE ENTERED	NUMBER	REFERENCE	PROJECT NUMBER
1-May-2026	SEWERCAP T2026037111	WATERCAP T202603710	26SG0001

PARCEL

ADDRESS:	APN:
NAME: CREWS	DISTRICT:
OTHER LOCATION: WMN 007 00901 OHB	

PROPOSED DEVELOPMENT

WSSCAP	WS Sewer Capacity Fees
Proposed: 25 Single Family Lots w/ Guard House (9,100 GPD)	
Existing: Vacant (0 GPD)	
Projected Flow: 9,100 GPD	
Sewer 1 Year: \$18,400.00	Sewer 1 Year Due Date: 07/30/2026
Sewer 2 Year: \$34,500.00	Sewer 2 Year Due Date: 05/01/2027
Sewer Perpetuity: \$59,800.00	Sewer Perpetuity Due Date: 05/01/2028
**	
Public Sewer Extension from 84SG0142	
It is recommended that the connection to sewer is located upstream of MH 158-09-021. If this is not possible, the developer may be required to pay to relocate the MWS flow meter to MH 158-09-021	
**	
Capacity is not guaranteed with a partial payment. Remitting 30% payment and maintaining installment schedule set forth in the Capacity Letter will reserve capacity provided payments are made on time. Failure to remit payment in accordance with the Capacity Letter will result in forfeited capacity.	
~~Notes~~	
* Thirty percent (30%) is due within 90 days from the issuance date.	
* Three 90 day extensions are all allowed. Extensions do not affect the due date or the final payment date.	
* Regardless of utilization of extensions, fifty- five (55%) of the capacity fee is due by the one year anniversary of the permit date.	
* One hundred (100%) is due two (2) years from the permit date.	
* Capacity fees paid are non-refundable except as authorized by the Metropolitan Code.	
* All applicable tap fees, service charges, and any remaining capacity fees must be paid at the time of application for physical connection to the public system or final U&O approval.	
* sewer facilities will be at the expense of the developer. This includes any required offsite public infrastructure improvements unless there is a Developer/Metro Participation Agreement approved by MWS and Metro Council and recorded by Metro Clerk.	
* Any capacity installment payments outside allowable schedules will result in a relinquishment of remaining capacity. Request of any capacity above that that has been secured by capacity charge payment will require reapplication, system capacity review, and application fee.	
* Availability of water service is only representative of that for the domestic flow volume(s) requested. Needed volume above that submitted to Metro Water Services, such as fire flows, will require submittal and approval by the Metro Fire Department.	
~~Special Notes Affecting Water Service~~	
* Depending on activity on premise, sewer availability may be conditional to any pre-treatment and/or Industrial Compliance requirement of MWS.	
* Water service to premise may require the installation of a water service line pressure reducing valve (PRV). Water distribution system pressure at or above 150 psi will require the installation of a PRV in front of the domestic or irrigation meter. This will be installed, owned and operated by MWS. Depending on the elevation of the structure served and regardless of system pressure at the meter, the customer/property owner may need to install a service line PRV to protect internal plumbing fixtures. PRVs under this circumstance would be installed, owned and operated by the customer/property owner.	
If you have any questions please email MWS.dscapacity@nashville.gov .	

OWNER OF RECORD

	PHONE:
--	---------------

PROFESSIONAL

	PHONE:
--	---------------

APPLICANT

CONTACT/BILLING INFORMATION

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WATER & SEWER INFORMATION

MXU NUMBER:	METER SIZE:
ECR NUMBER:	METER TYPE:
METER NUMBER:	METER LOCATION:

CUSTOMER SIGNATURE:	METRO:
	John Wilson

PROJECT DESCRIPTION FOR REZONING APPLICATION

The subject property for which rezoning is requested is identified as Map 007 Parcels 00900 and 00901 including a total of 76.72 +/- acres. The land is currently vacant and unimproved. The property for which annexation is requested is detailed in the table below.

<i>PROPERTY DESCRIPTION – CREWS REZONING</i>			
OWNER	<i>PARCEL #</i>	<i>Proposed Zoning</i>	<i>Area (AC)</i>
Hillsboro Road Partnership	Map 007 Parcel 00900	OSRD	52.82
Hillsboro Road Partnership	Map 007 Parcel 00901	R-2	23.90
TOTAL			76.72 +/-

The property located within Williamson County is currently zoned Municipal Growth Area 1 (MGA-1). The property owner requests that Open Space Residential Development (OSRD) zoning district and the Suburban Residential (R-2) zoning district be assigned to the property.

Brentwood City Commission Agenda

Meeting Date: 08/24/2026

Resolution 2026-76 – Annexation of approx 76.72 acres of Land Located West of Hillsboro Road and South of Old Hickory Boulevard

Submitted by: Todd Petrowski, Planning & Codes

Department: Planning & Codes

Information

Subject

Resolution 2026-76 authorizes the annexation of approximately 76.72 acres of land located along the west side of Hillsboro Road and south of Old Hickory Boulevard and including a Plan of Services.

Background

At its regular meeting on May 11, 2026, the Board of Commissioners voted to approve Resolution 2026-44, which called for the scheduling of a public hearing on the proposed Plan of Services (POS) for property located along the west side of Hillsboro Road, south of Old Hickory Boulevard, within the City's Urban Growth Boundary (UGB) and abutting the current City limits. This current resolution is a result of a request for the voluntary annexation of the property by the owners into the City. The public hearing for the plan of services before the Board of Commissioners took place on June 22, 2026. Nobody spoke in opposition at this public hearing.

The agenda for the August 24, 2026, meeting also includes the second and final reading of Ordinance 2026-08, which proposes to establish the OSRD and R-2 zoning classification to the property to be annexed.

The property proposed for annexation is currently zoned MGA-1 by Williamson County. Water and sewer utilities for the property are provided by Metro Water Services. There will be no impact to water and sewer for the City of Brentwood.

<i>PROPERTY DESCRIPTION – CREW ANNEXATION</i>		
OWNER	<i>PARCEL #</i>	<i>AREA (AC)</i>
Hillsboro Road Partnership	Map 007 Parcel 00900	52.82
Hillsboro Road Partnership	Map 007 Parcel 00901	23.90
TOTAL		76.72 +/-

Under Tennessee law, a written plan of services (POS) for the annexed area is required, detailing the provision of services to future residents and property owners in the newly incorporated areas. These services include emergency services (Police, Fire and Emergency Communications), street maintenance, water and sewer services, brush pick-up, planning, zoning and codes services, parks and recreation and library services. See attached Plan of Services for this area.

In the associated assignment of zoning, staff requests that the area proposed for annexation be assigned the Open Space Residential Development (OSRD) and Suburban Residential (R-2) zoning district. This plan is consistent with the requirements of the Brentwood Municipal Zoning Ordinance.

The proposed annexation and assignment of OSRD and R-2 Zoning have followed this schedule:

Proposed Schedule	
Monday, May 11, 2026	Consideration by the Board of Commissioners to Schedule a Public Hearing on the Plan of Services (POS) and annexation of the property
Monday, June 1, 2026	Planning Commission Review and Recommendation of the Proposed POS and annexation
Monday, June 22, 2026	Board of Commissioners -- Public Hearing on the POS
Monday, July 13, 2026	Board of Commissioners -- First Reading of the Ordinance Assigning OSRD & R-2 zoning to the property
Thursday, July 30, 2026	Required Community Meeting - Annex Room
Monday, August 3, 2026	Planning Commission Review and Recommendation of the Ordinance to Assigning OSRD & R-2 zoning to the property
Monday, August 10, 2026	Board of Commissioners Public Hearing on the Ordinance assigning OSRD & R-2 to the property
Monday, August 24, 2026	Board of Commissioners Review of Final Resolution Annexing the property into the City of Brentwood
Monday, August 24, 2026	Board of Commissioners Second and Final Reading of the Ordinance Assigning OSRD & R-2 to the property

Should there be any questions, please contact the Planning and Codes Director.

Staff Recommendation

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

Previous Commission Action

On May 11, 2026, the Board of Commissioners voted unanimously, six for and zero against (6-0) to approve the scheduling of a public hearing for Resolution 2026-44, scheduling the required public hearing for the plan of services for June 22, 2026.

The public hearing for the annexation of this property was held before the Board of Commissioners on June 22, 2026.

Fiscal Impact

Attachments

Resolution 2026-76

Resolution 2026-44

Vicinity Map

Proposed Development Plan

Petition for Annexation

Metro Water & Sewer Availability Letter

Davidson County Property Assessor Letter

RESOLUTION 2026-76

A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON WRITTEN CONSENT OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF BRENTWOOD, TENNESSEE, SAID TERRITORY LOCATED ON THE WEST SIDE OF HILLSBORO ROAD SOUTH OF OLD HICKORY BOULEVARD, AND LYING WITHIN THE BRENTWOOD URBAN GROWTH BOUNDARY, ADJACENT TO THE EXISTING CITY LIMITS

WHEREAS, the City of Brentwood, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth area pursuant to Tenn. Code Ann. §6-58-118; and

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

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

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

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

WHEREAS, the proposed annexation and Plan of Services were submitted to the Brentwood Planning Commission for study on June 1, 2026, and the Planning Commission has recommended the same; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed annexation and the Plan of Services was published in the Williamson Herald, a newspaper of general circulation in the City of Brentwood, not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed Plan of Services was held by the governing body on June 22, 2026.

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

SECTION 1. That the following territory is hereby annexed and incorporated into boundaries of the City of Brentwood, to be effective as of August 24, 2026, to wit:

MAP 007 PARCELS 00900 AND 00901

HILLSBORO ROAD

PROPERTY DESCRIPTION

A TRACT OF LAND IN THE 7TH CIVIL DISTRICT OF WILLIAMSON COUNTY AND THE 34TH COUNCILMANIC DISTRICT OF DAVIDSON COUNTY BEING THE SAME PROPERTY CONVEYED TO HILLSBORO ROAD PARTNERSHIP BY QUITCLAIM DEED OF RECORD IN BOOK 8159, PAGE 439 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (RODC), AND BOOK 860, PAGE 433 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (ROWC), AND BEING FURTHER DESCRIBED ACCORDING TO A BOUNDARY RETRACEMENT SURVEY OF TWM, INC. DATED 10/07/2024 AS FOLLOWS:

BEGINNING AT A SET 5/8" IRON ROD WITH CAP STAMPED "TWM INC" (SET IRON ROD) IN THE WESTERLY RIGHT-OF-WAY OF HILLSBORO ROAD (U.S. 431 / S.R. 106) (WIDTH VARIES) BEING THE NORTHEAST CORNER OF THE HARPETH PRESBYTERIAN CHURCH PROPERTY OF RECORD IN BOOK 76, PAGE 391; BOOK 102, PAGE 299; AND BOOK 254, PAGE 986, ROWC, AND BEING A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE,

LEAVING SAID WESTERLY RIGHT-OF-WAY AND WITH THE NORTHERLY LINE OF SAID HARPETH PRESBYTERIAN CHURCH PROPERTY FOR THE FOLLOWING 3 CALLS:

1. NORTH 80° 17' 40" WEST, A DISTANCE OF 274.17 FEET TO A FOUND 5/8" IRON ROD;
 2. NORTH 86° 28' 45" WEST, A DISTANCE OF 157.53 FEET TO A SET IRON ROD;
 3. NORTH 84° 01' 05" WEST, A DISTANCE OF 212.99 FEET TO A FOUND 1" IRON ROD;
- THENCE,

WITH THE WESTERLY LINE OF SAID HARPETH PRESBYTERIAN CHURCH PROPERTY, SOUTH 10° 32' 55" WEST, PASS A SET IRON ROD AT 593.52 FEET FOR A TOTAL DISTANCE OF 633.52 FEET TO THE CENTER OF THE LITTLE HARPETH RIVER AND BEING IN THE NORTHERLY LINE OF THE JEFFREY FRIEDMAN PROPERTY OF RECORD IN BOOK 7055, PAGE 837, ROWC; THENCE,

WITH THE MEANDERS OF THE CENTER OF SAID LITTLE HARPETH RIVER AND THE NORTHERLY LINE OF SAID FRIEDMAN PROPERTY THE FOLLOWING 6 CALLS:

1. SOUTH 69° 30' 06" WEST, A DISTANCE OF 73.47 FEET;
2. SOUTH 56° 50' 06" WEST, A DISTANCE OF 108.00 FEET;
3. SOUTH 21° 50' 06" WEST, A DISTANCE OF 60.00 FEET;
4. SOUTH 59° 20' 06" WEST, A DISTANCE OF 132.00 FEET;
5. SOUTH 45° 00' 06" WEST, A DISTANCE OF 86.00 FEET;
6. SOUTH 18° 40' 06" WEST, A DISTANCE OF 80.00 FEET; THENCE,

CONTINUING WITH THE CENTER OF SAID LITTLE HARPETH RIVER AND THE NORTHERLY LINE OF SAID FRIEDMAN PROPERTY, IN PART, AND THE NORTHERLY LINE OF THE ROKEPA INVESTMENT COMPANY, L.P. PROPERTY OF RECORD IN BOOK 5674, PAGE 320, ROWC, IN PART, NORTH 89° 39' 54" WEST, A DISTANCE OF 200.00 FEET; THENCE,

CONTINUING WITH THE CENTER OF SAID LITTLE HARPETH RIVER AND THE NORTHERLY LINE OF ROKEPA INVESTMENT COMPANY, L.P. PROPERTY FOR THE FOLLOWING 10 CALLS:

1. SOUTH 64° 00' 06" WEST, A DISTANCE OF 123.00 FEET;
2. NORTH 89° 49' 54" WEST, A DISTANCE OF 146.00 FEET;
3. NORTH 79° 09' 54" WEST, A DISTANCE OF 38.00 FEET;
4. NORTH 36° 09' 54" WEST, A DISTANCE OF 300.00 FEET;
5. NORTH 14° 39' 54" WEST, A DISTANCE OF 209.00 FEET;
6. NORTH 58° 39' 54" WEST, A DISTANCE OF 125.00 FEET;
7. SOUTH 85° 10' 06" WEST, A DISTANCE OF 164.00 FEET;
8. NORTH 83° 09' 54" WEST, A DISTANCE OF 191.00 FEET;
9. SOUTH 72° 00' 06" WEST, A DISTANCE OF 148.00 FEET;
10. SOUTH 57° 10' 06" WEST, A DISTANCE OF 151.92 FEET TO A POINT IN THE CENTER OF SAID LITTLE HARPETH RIVER AND BEING THE SOUTHEAST CORNER OF THE CITY OF BRENTWOOD PROPERTY OF RECORD IN BOOK 8763, PAGE 622, ROWC AND BEING A SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE,

LEAVING SAID LITTLE HARPETH RIVER AND WITH THE EASTERLY AND NORTHERLY LINES OF SAID CITY OF BRENTWOOD PROPERTY FOR THE FOLLOWING 9 CALLS:

1. NORTH 00° 20' 28" WEST, PASSING A FOUND IRON ROD WITH CAP STAMPED "PLS 2287" AT 71.80 FEET FOR A TOTAL DISTANCE OF 289.61 FEET TO A FOUND IRON ROD WITH CAP STAMPED "PLS 2287";
2. NORTH 05° 57' 41" EAST, A DISTANCE OF 266.08 FEET TO A FOUND IRON ROD WITH CAP STAMPED "PLS 2287";
3. NORTH 81° 04' 17" WEST, A DISTANCE OF 217.16 FEET TO A FOUND IRON ROD WITH CAP STAMPED "PLS 2287";
4. NORTH 82° 52' 42" WEST, A DISTANCE OF 240.15 FEET TO A FOUND IRON ROD WITH CAP STAMPED "PLS 2287";
5. NORTH 85° 24' 20" WEST, A DISTANCE OF 346.50 FEET TO A SET IRON ROD;
6. NORTH 05° 40' 51" EAST, A DISTANCE OF 174.17 FEET TO A SET IRON ROD;
7. NORTH 02° 41' 21" EAST, A DISTANCE OF 61.12 FEET TO A SET IRON ROD;
8. NORTH 03° 49' 29" WEST, A DISTANCE OF 26.01 FEET TO A SET IRON ROD;
9. NORTHWESTERLY WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 80.45 FEET, A CENTRAL ANGLE OF 77° 19' 56", AN ARC LENGTH OF 108.58 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 46° 20' 44" WEST, 100.52 FEET TO A SET IRON ROD IN THE EASTERLY LINE OF THE CHRIST PRESBYTERIAN CHURCH PROPERTY OF RECORD IN BOOK 406, PAGE 122, ROWC; THENCE,

WITH THE EASTERLY LINE OF SAID CHRIST PRESBYTERIAN CHURCH PROPERTY, NORTH 05° 02' 06" EAST, A DISTANCE OF 155.43 FEET TO A SET IRON ROD BEING THE SOUTHWEST CORNER OF THE TSTM LLC PROPERTY OF RECORD IN INSTRUMENT NO. 20210119-0007920, RODC AND BEING A NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE,

WITH THE SOUTHERLY LINE OF SAID TSTM LLC PROPERTY, SOUTH 82° 36' 37" EAST, A DISTANCE OF 698.10 FEET TO A FOUND IRON ROD WITH CAP STAMPED "MOSELEY 0778"; THENCE,

WITH THE EASTERLY LINE OF SAID TSTM LLC PROPERTY, NORTH 08° 42' 30" EAST, A DISTANCE OF 202.12 FEET TO A FOUND IRON ROD WITH CAP (ILLEGIBLE); THENCE,

WITH THE NORTHERLY LINE OF SAID TSTM LLC PROPERTY, NORTH 81° 43' 19" WEST, A DISTANCE OF 128.62 FEET TO A POINT IN AN EXISTING FENCE BEING IN THE SOUTHERLY LINE OF LOT 1 AS SHOWN ON THE FINAL PLAT ENTITLED, "RESUBDIVISION OF RESERVE PARCEL, 3RD REVISION, MIDDLETON" OF RECORD IN INSTRUMENT NO. 20030304-0028611, RODC; THENCE,

WITH THE SOUTHERLY LINE OF SAID LOT 1 IN PART, AND LOT 2 OF SAID PLAT IN PART, SOUTH 82° 03' 44" EAST, A DISTANCE OF 551.34 FEET TO A FOUND 1/2" IRON ROD BEING THE SOUTHWEST CORNER OF THE TIMOTHY R. & CARISSA M. PEREIRA PROPERTY OR RECORD IN INSTRUMENT NO. 20160121-0006091, RODC; THENCE,

SOUTH 84° 54' 28" EAST, A DISTANCE OF 301.01 FEET TO A FOUND 1/2" IRON ROD BEING THE COMMON SOUTHERLY CORNER OF SAID PEREIRA PROPERTY IN INSTRUMENT NO. 20160121-0006091 AND THE WILLIAM & RENEE ISAACS PROPERTY OF RECORD IN INSTRUMENT NO. 20191113-0116882, RODC; THENCE,

WITH THE SOUTHERLY LINE OF SAID ISAACS PROPERTY, NORTH 71° 19' 07" EAST, A DISTANCE OF 494.60 FEET TO A FOUND 3/4" IRON ROD BEING THE COMMON SOUTHERLY CORNER OF SAID ISAACS PROPERTY AND THE TIMOTHY R. & CARISSA M. PEREIRA PROPERTY OF RECORD IN INSTRUMENT NO. 20240620-0046531, RODC; THENCE,

WITH THE SOUTHERLY LINE OF SAID PEREIRA PROPERTY OF RECORD IN INSTRUMENT NO. 20240620-0046531 FOR THE FOLLOWING 4 CALLS:

1. NORTH 71° 36' 53" EAST, A DISTANCE OF 70.00 FEET TO A POINT IN OTTER CREEK;
2. NORTH 86° 58' 53" EAST, A DISTANCE OF 88.25 FEET TO A POINT IN OTTER CREEK;
3. NORTH 82° 03' 53" EAST, A DISTANCE OF 52.19 FEET TO A POINT IN OTTER CREEK;
4. SOUTH 80° 50' 52" EAST, A DISTANCE OF 30.39 FEET TO A POINT IN OTTER CREEK BEING THE COMMON SOUTHERLY CORNER OF SAID PEREIRA PROPERTY OF RECORD IN INSTRUMENT NO. 20240620-0046531 AND LOT 8 AS SHOWN ON THE FINAL PLAT ENTITLED, "CHICKERING WOODS" OF RECORD IN PLAT BOOK 6250, PAGE 380, RODC; THENCE,

LEAVING SAID OTTER CREEK AND WITH THE SOUTHERLY LINE OF SAID LOT 8, IN PART, AND THE SOUTHERLY LINE OF LOT 7, SAID CHICKERING WOODS, IN PART, SOUTH 74° 21' 12" EAST, A DISTANCE OF 931.19 FEET TO A FOUND CONCRETE MONUMENT BEING THE COMMON SOUTHERLY CORNER OF SAID LOT 7 AND LOT 1 AS SHOWN ON THE FINAL PLAT ENTITLED, "CONSOLIDATION PLAT, LOT 1, FOREST HILLS BAPTIST CHURCH" OF RECORD IN INSTRUMENT NO. 20000918-0092186, RODC; THENCE,

WITH THE SOUTHERLY LINE OF SAID LOT 1 FOR THE FOLLOWING 2 CALLS:

1. SOUTH 71° 51' 49" EAST, A DISTANCE OF 224.34 FEET TO A FOUND 3/4" IRON ROD;
2. SOUTH 71° 55' 18" EAST, A DISTANCE OF 413.04 FEET TO A SET IRON ROD IN THE WESTERLY RIGHT-OF-WAY OF SAID HILLSBORO ROAD (U.S. 431 / S.R.106); THENCE,

WITH SAID WESTERLY RIGHT-OF-WAY FOR THE FOLLOWING 4 CALLS:

1. SOUTHWESTERLY WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 13,274.02 FEET, A CENTRAL ANGLE OF 00° 03' 07", AN ARC LENGTH OF 12.02 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 33° 43' 42" WEST, 12.02 FEET TO A SET IRON ROD;
2. SOUTH 33° 45' 15" WEST, A DISTANCE OF 9.29 FEET TO A SET IRON ROD;
3. SOUTHWESTERLY WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 7,112.67 FEET, A CENTRAL ANGLE OF 01° 31' 22", AN ARC LENGTH OF 189.02 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 34° 30' 56" WEST, 189.01 FEET TO A SET IRON ROD;
4. SOUTH 35° 57' 23" WEST, A DISTANCE OF 218.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,341,760 SQUARE FEET OR 76.716 +/- ACRES.

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

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

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

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

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

MAYOR Nelson Andrews

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. C

RESOLUTION 2026-76
EXHIBIT “A”
VOLUNTARY ANNEXATION
PROPOSED PLAN OF SERVICES
HILLSBORO ROAD
MAP 007 PARCELS 00900 & 00901

Background

The area to be annexed is located approximately 500 feet south of Old Hickory Boulevard and west of Hillsboro Road. The property is currently contiguous to the existing Brentwood City limits and within Brentwood’s Urban Growth Boundary.

According to the Williamson County Property Assessor, the properties are approximately 76.72 +/- acres. The tracts (Map 007 Parcels 00900 and 00901) are located within the Brentwood Urban Growth Boundary (UGB).

If approved, staff will request assignment of the Open Space Residential Development (OSRD) zoning district and Suburban Residential (R-2).

Police

Regular patrolling, radio responses to calls and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation. Services will be extended to this area. The Police Headquarters building, which opened in April 2021, located at 910 Heritage Way, is approximately 8.8 miles from the subject property.

Fire

Fire protection provided by present personnel and equipment of the firefighting force, within the standard limitations of available water and distances from existing fire stations, will be extended to the property on the effective date of annexation. The property proposed for annexation will be located within the primary response zone for Station No. 1, with Station No. 2 providing back-up response as needed. Fire Station No. 1, located at the City Hall, is approximately 3.9 miles from the area proposed to be annexed. All stations are staffed with full-time firefighters that provide 24 hour/seven days per week fire protection.

Emergency Communications

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

Public Works/ Road Improvements

The property proposed for annexation fronts Hillsboro Road and is located west of the existing city

limits. Hillsboro Road identified as US431 is maintained by TDOT. remain within the County. The future streets constructed within the proposed subdivision are proposed to be private and will be maintained by the HOA.

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

Planning and Development Oversight

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

Zoning and Subdivision Plan Approvals in Area

The applicant will be requesting that the property to be annexed be assigned the Open Space Residential Development (OSRD) and Suburban Residential (R-2) zoning classifications. The adjacent properties in Williamson County are zoned MGA-1 the adjacent properties in Davidson County are zoned R40.

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

Code Enforcement

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

Parks and Recreation

New residents in the annexed area will enjoy full access to all existing and future recreational facilities, parks, greenways, bikeways, etc., in the City in a manner similar to other City residents. As now occurs with existing property owners in the City, property owners in the annexed area will be required to pay City property taxes, a portion of which is used to support improvements and upkeep to existing parks and recreation facilities. This will eliminate any requirement for new residents to pay non-resident fees to participate in athletic programs in city parks. Brentwood residents enjoy over 1,100 acres of parkland, including active and passive parks and greenways.

Public Library

New residents in the annexed area will have access to the John P. Holt Brentwood Library, which is conveniently located at 8109 Concord Road. The full-service library is open seven (7) days a week and currently has a collection in excess of 484,000 items and other materials, including audiobooks, DVD's, music CD's, eBooks, eAudiobooks, video streaming, and online resources. (2025). As now occurs with

existing property owners in the city limits, existing and future property owners in the annexed area will be required to pay City property taxes, a portion of which is used to support the operation of the Library including expansion of the collections, materials, and programs and for upkeep of the facility. This will eliminate any requirement for new residents to pay non-resident fees to fully use Library services.

Water and Sewer

Water and sewer services within the area proposed to be annexed are provided by Metro Water Services. All future residents will be subject to the standard billing and service standards of these utility providers.

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

Revenues (Taxes and Fees)

When fully developed, the City expects to generate sufficient new revenue to pay for the cost of service delivery. The primary sources will be the property taxes, state shared taxes distributed to the City on a per capita basis and residential building permits. The concept plan developed for the property shows 25 lots.

The annual tax bill for a house and land valued at \$1,000,000 is projected to be approximately \$475.00 based upon the current City tax rate of \$0.19 cents per \$100 of assessed value. Shared taxes received from the State of Tennessee are estimated to average \$184.54 per person annually for the 2025/2026 fiscal year (<https://www.mtas.tennessee.edu/reference/state-shared-taxes-and-appropriations-coming-fiscal-year>), while building permit fees will average approximately \$2,400 per new house, based upon fees received during FY 2025/2026.

Additional one-time revenue will be received from the City's Road impact fee (Public Works Project Fees), which is currently established at \$6,460.00 for each new home constructed within the future subdivision.

RESOLUTION 2026-44

A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF TERRITORY INTO THE CITY OF BRENTWOOD BY OWNER CONSENT AND THE PLAN OF SERVICES FOR SAID TERRITORY, LOCATED ON THE WEST SIDE OF HILLSBORO ROAD SOUTH OF OLD HICKORY BOULEVARD

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

WHEREAS, the subject property (Map 007 Parcels 00900 and 00901) includes a total of approximately 76.72 +/- acres; and

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

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

SECTION 1. That a public hearing is hereby scheduled for 7:00 p.m. on June 22, 2026, at the Brentwood City Hall, located at 5211 Maryland Way, on the proposed annexation by owner consent of the territory described within Exhibit A, and the proposed Plan of Services for said territory, as shown in Exhibit B, both of which are attached hereto and made a part of this Resolution by reference.

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

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

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

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

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

MAYOR Nelson Andrews

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

EXHIBIT A
RESOLUTION 2026-44
LANDS LYING WITHIN WILLIAMSON COUNTY, TENNESSEE
HILLSBORO ROAD
ANNEXATION DESCRIPTIONS

HILLSBORO ROAD

PROPERTY DESCRIPTION

A TRACT OF LAND IN THE 7TH CIVIL DISTRICT OF WILLIAMSON COUNTY AND THE 34TH COUNCILMANIC DISTRICT OF DAVIDSON COUNTY BEING THE SAME PROPERTY CONVEYED TO HILLSBORO ROAD PARTNERSHIP BY QUITCLAIM DEED OF RECORD IN BOOK 8159, PAGE 439 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (RODC), AND BOOK 860, PAGE 433 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (ROWC), AND BEING FURTHER DESCRIBED ACCORDING TO A BOUNDARY RETRACEMENT SURVEY OF TWM, INC. DATED 10/07/2024 AS FOLLOWS:

BEGINNING AT A SET 5/8" IRON ROD WITH CAP STAMPED "TWM INC" (SET IRON ROD) IN THE WESTERLY RIGHT-OF-WAY OF HILLSBORO ROAD (U.S. 431 / S.R. 106) (WIDTH VARIES) BEING THE NORTHEAST CORNER OF THE HARPETH PRESBYTERIAN CHURCH PROPERTY OF RECORD IN BOOK 76, PAGE 391; BOOK 102, PAGE 299; AND BOOK 254, PAGE 986, ROWC, AND BEING A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE,

LEAVING SAID WESTERLY RIGHT-OF-WAY AND WITH THE NORTHERLY LINE OF SAID HARPETH PRESBYTERIAN CHURCH PROPERTY FOR THE FOLLOWING 3 CALLS:

1. NORTH 80° 17' 40" WEST, A DISTANCE OF 274.17 FEET TO A FOUND 5/8" IRON ROD;
 2. NORTH 86° 28' 45" WEST, A DISTANCE OF 157.53 FEET TO A SET IRON ROD;
 3. NORTH 84° 01' 05" WEST, A DISTANCE OF 212.99 FEET TO A FOUND 1" IRON ROD;
- THENCE,

WITH THE WESTERLY LINE OF SAID HARPETH PRESBYTERIAN CHURCH PROPERTY, SOUTH 10° 32' 55" WEST, PASS A SET IRON ROD AT 593.52 FEET FOR A TOTAL DISTANCE OF 633.52 FEET TO THE CENTER OF THE LITTLE HARPETH RIVER AND BEING IN THE NORTHERLY LINE OF THE JEFFREY FRIEDMAN PROPERTY OF RECORD IN BOOK 7055, PAGE 837, ROWC; THENCE,

WITH THE MEANDERS OF THE CENTER OF SAID LITTLE HARPETH RIVER AND THE NORTHERLY LINE OF SAID FRIEDMAN PROPERTY THE FOLLOWING 6 CALLS:

1. SOUTH 69° 30' 06" WEST, A DISTANCE OF 73.47 FEET;
2. SOUTH 56° 50' 06" WEST, A DISTANCE OF 108.00 FEET;
3. SOUTH 21° 50' 06" WEST, A DISTANCE OF 60.00 FEET;
4. SOUTH 59° 20' 06" WEST, A DISTANCE OF 132.00 FEET;
5. SOUTH 45° 00' 06" WEST, A DISTANCE OF 86.00 FEET;
6. SOUTH 18° 40' 06" WEST, A DISTANCE OF 80.00 FEET; THENCE,

CONTINUING WITH THE CENTER OF SAID LITTLE HARPETH RIVER AND THE NORTHERLY LINE OF SAID FRIEDMAN PROPERTY, IN PART, AND THE NORTHERLY LINE OF THE ROKEPA INVESTMENT COMPANY, L.P. PROPERTY OF RECORD IN BOOK 5674, PAGE 320, ROWC, IN PART, NORTH 89° 39' 54" WEST, A DISTANCE OF 200.00 FEET; THENCE,

CONTINUING WITH THE CENTER OF SAID LITTLE HARPETH RIVER AND THE NORTHERLY LINE OF ROKEPA INVESTMENT COMPANY, L.P. PROPERTY FOR THE FOLLOWING 10 CALLS:

1. SOUTH 64° 00' 06" WEST, A DISTANCE OF 123.00 FEET;
2. NORTH 89° 49' 54" WEST, A DISTANCE OF 146.00 FEET;
3. NORTH 79° 09' 54" WEST, A DISTANCE OF 38.00 FEET;
4. NORTH 36° 09' 54" WEST, A DISTANCE OF 300.00 FEET;
5. NORTH 14° 39' 54" WEST, A DISTANCE OF 209.00 FEET;
6. NORTH 58° 39' 54" WEST, A DISTANCE OF 125.00 FEET;
7. SOUTH 85° 10' 06" WEST, A DISTANCE OF 164.00 FEET;
8. NORTH 83° 09' 54" WEST, A DISTANCE OF 191.00 FEET;
9. SOUTH 72° 00' 06" WEST, A DISTANCE OF 148.00 FEET;
10. SOUTH 57° 10' 06" WEST, A DISTANCE OF 151.92 FEET TO A POINT IN THE CENTER OF SAID LITTLE HARPETH RIVER AND BEING THE SOUTHEAST CORNER OF THE CITY OF BRENTWOOD PROPERTY OF RECORD IN BOOK 8763, PAGE 622, ROWC AND BEING A SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE,

LEAVING SAID LITTLE HARPETH RIVER AND WITH THE EASTERLY AND NORTHERLY LINES OF SAID CITY OF BRENTWOOD PROPERTY FOR THE FOLLOWING 9 CALLS:

1. NORTH 00° 20' 28" WEST, PASSING A FOUND IRON ROD WITH CAP STAMPED "PLS 2287" AT 71.80 FEET FOR A TOTAL DISTANCE OF 289.61 FEET TO A FOUND IRON ROD WITH CAP STAMPED "PLS 2287";
2. NORTH 05° 57' 41" EAST, A DISTANCE OF 266.08 FEET TO A FOUND IRON ROD WITH CAP STAMPED "PLS 2287";
3. NORTH 81° 04' 17" WEST, A DISTANCE OF 217.16 FEET TO A FOUND IRON ROD WITH CAP STAMPED "PLS 2287";
4. NORTH 82° 52' 42" WEST, A DISTANCE OF 240.15 FEET TO A FOUND IRON ROD WITH CAP STAMPED "PLS 2287";
5. NORTH 85° 24' 20" WEST, A DISTANCE OF 346.50 FEET TO A SET IRON ROD;
6. NORTH 05° 40' 51" EAST, A DISTANCE OF 174.17 FEET TO A SET IRON ROD;
7. NORTH 02° 41' 21" EAST, A DISTANCE OF 61.12 FEET TO A SET IRON ROD;
8. NORTH 03° 49' 29" WEST, A DISTANCE OF 26.01 FEET TO A SET IRON ROD;
9. NORTHWESTERLY WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 80.45 FEET, A CENTRAL ANGLE OF 77° 19' 56", AN ARC LENGTH OF 108.58 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 46° 20' 44" WEST, 100.52 FEET TO A SET IRON ROD IN THE EASTERLY LINE OF THE CHRIST PRESBYTERIAN CHURCH PROPERTY OF RECORD IN BOOK 406, PAGE 122, ROWC; THENCE,

WITH THE EASTERLY LINE OF SAID CHRIST PRESBYTERIAN CHURCH PROPERTY, NORTH 05° 02' 06" EAST, A DISTANCE OF 155.43 FEET TO A SET IRON ROD BEING THE SOUTHWEST CORNER OF THE TSTM LLC PROPERTY OF RECORD IN INSTRUMENT NO.

20210119-0007920, RODC AND BEING A NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE,

WITH THE SOUTHERLY LINE OF SAID TSTM LLC PROPERTY, SOUTH 82° 36' 37" EAST, A DISTANCE OF 698.10 FEET TO A FOUND IRON ROD WITH CAP STAMPED "MOSELEY 0778"; THENCE,

WITH THE EASTERLY LINE OF SAID TSTM LLC PROPERTY, NORTH 08° 42' 30" EAST, A DISTANCE OF 202.12 FEET TO A FOUND IRON ROD WITH CAP (ILLEGIBLE); THENCE,

WITH THE NORTHERLY LINE OF SAID TSTM LLC PROPERTY, NORTH 81° 43' 19" WEST, A DISTANCE OF 128.62 FEET TO A POINT IN AN EXISTING FENCE BEING IN THE SOUTHERLY LINE OF LOT 1 AS SHOWN ON THE FINAL PLAT ENTITLED, "RESUBDIVISION OF RESERVE PARCEL, 3RD REVISION, MIDDLETON" OF RECORD IN INSTRUMENT NO. 20030304-0028611, RODC; THENCE,

WITH THE SOUTHERLY LINE OF SAID LOT 1 IN PART, AND LOT 2 OF SAID PLAT IN PART, SOUTH 82° 03' 44" EAST, A DISTANCE OF 551.34 FEET TO A FOUND 1/2" IRON ROD BEING THE SOUTHWEST CORNER OF THE TIMOTHY R. & CARISSA M. PEREIRA PROPERTY OF RECORD IN INSTRUMENT NO. 20160121-0006091, RODC; THENCE,

SOUTH 84° 54' 28" EAST, A DISTANCE OF 301.01 FEET TO A FOUND 1/2" IRON ROD BEING THE COMMON SOUTHERLY CORNER OF SAID PEREIRA PROPERTY IN INSTRUMENT NO. 20160121-0006091 AND THE WILLIAM & RENEE ISAACS PROPERTY OF RECORD IN INSTRUMENT NO. 20191113-0116882, RODC; THENCE,

WITH THE SOUTHERLY LINE OF SAID ISAACS PROPERTY, NORTH 71° 19' 07" EAST, A DISTANCE OF 494.60 FEET TO A FOUND 3/4" IRON ROD BEING THE COMMON SOUTHERLY CORNER OF SAID ISAACS PROPERTY AND THE TIMOTHY R. & CARISSA M. PEREIRA PROPERTY OF RECORD IN INSTRUMENT NO. 20240620-0046531, RODC; THENCE,

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1. NORTH 71° 36' 53" EAST, A DISTANCE OF 70.00 FEET TO A POINT IN OTTER CREEK;
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WITH THE SOUTHERLY LINE OF SAID LOT 1 FOR THE FOLLOWING 2 CALLS:

1. SOUTH $71^{\circ} 51' 49''$ EAST, A DISTANCE OF 224.34 FEET TO A FOUND $\frac{3}{4}$ " IRON ROD;
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3. SOUTHWESTERLY WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 7,112.67 FEET, A CENTRAL ANGLE OF $01^{\circ} 31' 22''$, AN ARC LENGTH OF 189.02 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH $34^{\circ} 30' 56''$ WEST, 189.01 FEET TO A SET IRON ROD;
4. SOUTH $35^{\circ} 57' 23''$ WEST, A DISTANCE OF 218.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,341,760 SQUARE FEET OR 76.716 +/- ACRES.

RESOLUTION 2026-44
EXHIBIT “B”
VOLUNTARY ANNEXATION
PROPOSED PLAN OF SERVICES
HILLSBORO ROAD
MAP 007 PARCELS 00900 & 00901

Background

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Fire protection provided by present personnel and equipment of the firefighting force, within the standard limitations of available water and distances from existing fire stations, will be extended to the property on the effective date of annexation. The property proposed for annexation will be located within the primary response zone for Station No. 1, with Station No. 2 providing back-up response as needed. Fire Station No. 1, located at the City Hall, is approximately 3.9 miles from the area proposed to be annexed. All stations are staffed with full-time firefighters that provide 24 hour/seven days per week fire protection.

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

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The property proposed for annexation fronts Hillsboro Road and is located west of the existing city limits. Hillsboro Road identified as US431 is maintained by TDOT. remain within the County. The future streets constructed within the proposed subdivision are proposed to be private and will be

maintained by the HOA.

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

Zoning and Subdivision Plan Approvals in Area

The applicant will be requesting that the property to be annexed be assigned the Open Space Residential Development (OSRD) and Suburban Residential (R-2) zoning classifications. The adjacent properties in Williamson County are zoned MGA-1 the adjacent properties in Davidson County are zoned R40.

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

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

Parks and Recreation

New residents in the annexed area will enjoy full access to all existing and future recreational facilities, parks, greenways, bikeways, etc., in the City in a manner similar to other City residents. As now occurs with existing property owners in the City, property owners in the annexed area will be required to pay City property taxes, a portion of which is used to support improvements and upkeep to existing parks and recreation facilities. This will eliminate any requirement for new residents to pay non-resident fees to participate in athletic programs in city parks. Brentwood residents enjoy over 1,100 acres of parkland, including active and passive parks and greenways.

Public Library

New residents in the annexed area will have access to the John P. Holt Brentwood Library, which is conveniently located at 8109 Concord Road. The full-service library is open seven (7) days a week and currently has a collection in excess of 484,000 items and other materials, including audiobooks, DVD's, music CD's, eBooks, eAudiobooks, video streaming, and online resources. (2025). As now occurs with existing property owners in the city limits, existing and future property owners in the annexed area will be required to pay City property taxes, a portion of which is used to support the operation of the Library

including expansion of the collections, materials, and programs and for upkeep of the facility. This will eliminate any requirement for new residents to pay non-resident fees to fully use Library services.

Water and Sewer

Water and sewer services within the area proposed to be annexed are provided by Metro Water Services. All future residents will be subject to the standard billing and service standards of these utility providers.

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

Revenues (Taxes and Fees)

When fully developed, the City expects to generate sufficient new revenue to pay for the cost of service delivery. The primary sources will be the property taxes, state shared taxes distributed to the City on a per capita basis and residential building permits. The concept plan developed for the property shows 25 lots.

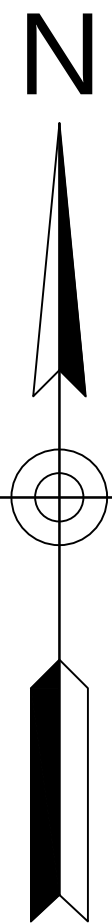
The annual tax bill for a house and land valued at \$1,000,000 is projected to be approximately \$475.00 based upon the current City tax rate of \$0.19 cents per \$100 of assessed value. Shared taxes received from the State of Tennessee are estimated to average \$184.54 per person annually for the 2025/2026 fiscal year (<https://www.mtas.tennessee.edu/reference/state-shared-taxes-and-appropriations-coming-fiscal-year>), while building permit fees will average approximately \$2,400 per new house, based upon fees received during FY 2025/2026.

Additional one-time revenue will be received from the City's Road impact fee (Public Works Project Fees), which is currently established at \$6,460.00 for each new home constructed within the future subdivision.



**SUBJECT
PROPERTY**

431



Know what's below.
Call before you dig.

McNeely Civil
Engineering, LLC
254 Belgian Road
Nolensville, TN 37135

Permit-Seal:

Client/Project:

GROVE PARK

1537 FRANKLIN ROAD
SUITE 300
BRENTWOOD, TN 37027
615-584-1615

CREWS
PRELIMINARY OSRD PLANS

Revisions:

Item:

Date:

Project No. : MCE 220008

Designed By:

Drawn By:

Checked By: E. MCNEELY

Date:

Scale:

Title:

**REZONING
EXHIBIT**

Drawing No.

EX - 1

CONCEPT OSRD PLANS
FOR

CREWS



GROVE PARK

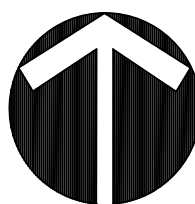
SHEET INDEX

SHEET	DESCRIPTION
C0.00	COVER SHEET
C1.00	EXISTING CONDITIONS PLAN
C2.00	GENERAL NOTES, AREA TABLES, AND TYPICAL ROADWAY SECTION
C3.00	CONCEPT OSRD SITE PLAN
C4.00	R2 LAYOUT EXHIBIT



SITE LOCATION MAP
(NOT TO SCALE)

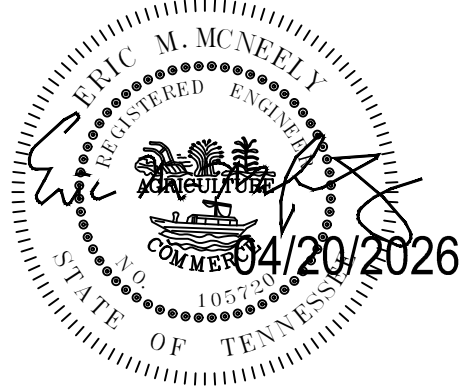
WILLIAMSON COUNTY
UNINCORPORATED
TENNESSEE
Tax Map 007 / Parcels 9.00 & 9.01
Williamson County, Tennessee

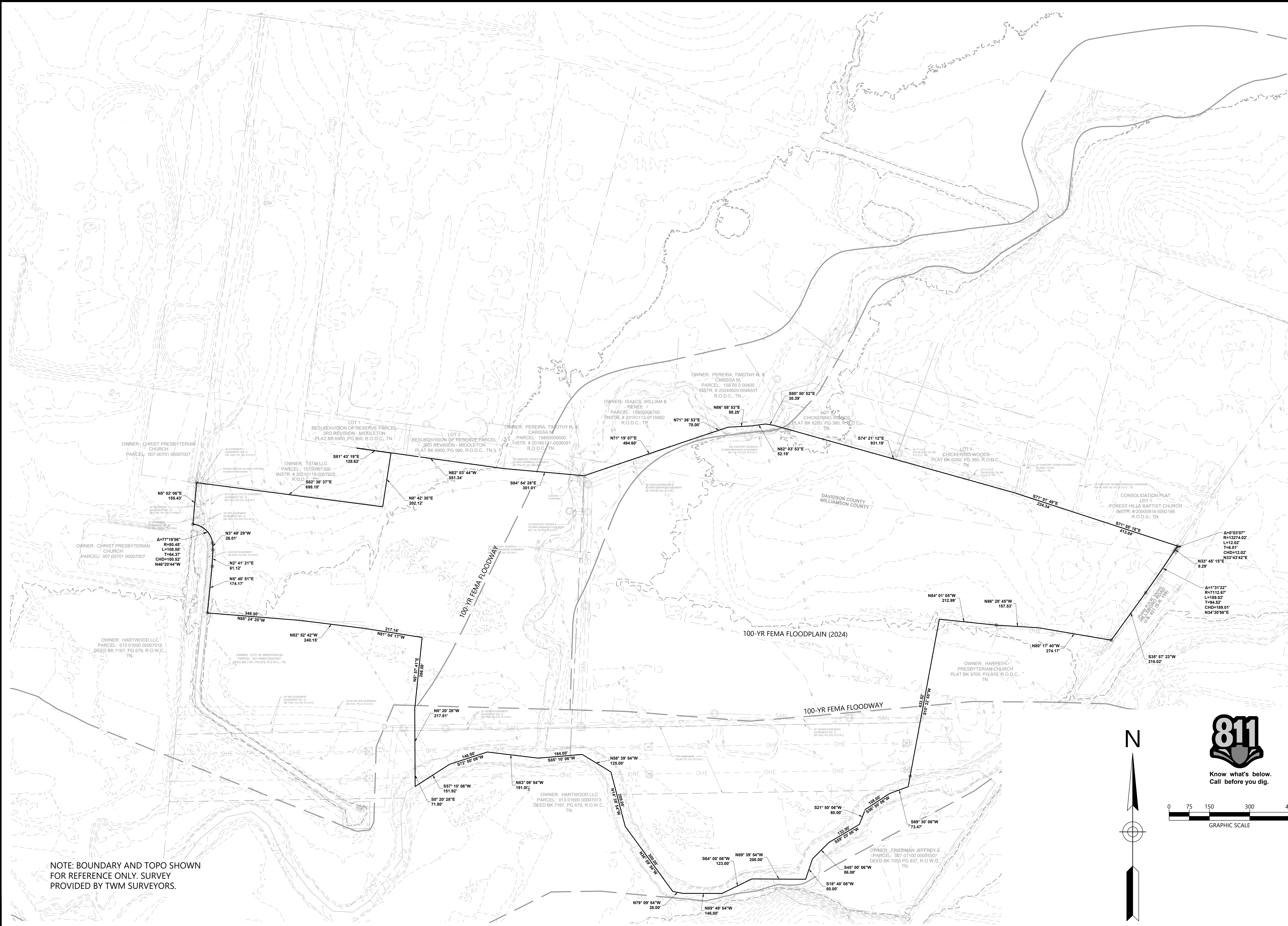


DEVELOPER:
BRANDON JENKINS
GROVE PARK CONSTRUCTION
1537 FRANKLIN ROAD SUITE 300
BRENTWOOD, TN 37027
Tel. 615.642.9992

PROJECT ENGINEER:
ERIC MCNEELY
MCNEELY CIVIL ENGINEERING, LLC
254 BELGIAN ROAD
NOLENSVILLE, TN 37135
Tel. 615.335.3172

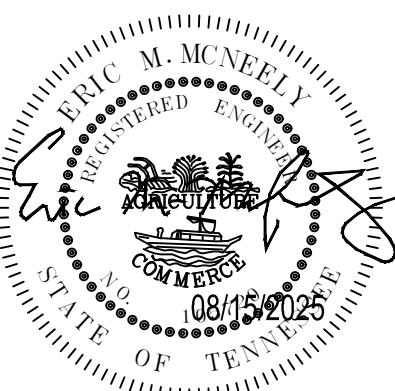
LANDSCAPE ARCHITECTURE
DOUG ARNOLD
GROVE PARK CONSTRUCTION
1537 FRANKLIN ROAD SUTIE 300
BRENTWOOD, TN 37027
615-218-9310





McNeely Civil
Engineering, LLC
254 Belgian Road
Nolensville, TN 37135

Permit-Seal:



Client/Project:

GROVE PARK

1537 FRANKLIN ROAD
SUITE 300
BRENTWOOD, TN 37027
615-584-1615

CREWS
CONCEPT OSRD PLANS

Revisions:

Item: Date:

Project No.: MCE 220008

Designed By:

Drawn By:

Checked By: E. MCNEELY

Date:

Scale:

Title:

EXSTNG
CONDIONS

Drawing No.

C1.00

GENERAL NOTES

- SUBJECT PROPERTY CONSISTS OF PARCELS 9.00 AND 9.01 AS SHOWN ON WILLIAMSON COUNTY PROPERTY MAP NO. 007.
- PROPERTY OWNER:
HILLSBORO ROAD PARTNERSHIP, LLC
DEED BOOK 8156 page 439, R.O.W.C.T.
- THIS PROPERTY IS CURRENTLY ZONED MGA-1 WILLIAMSON COUNTY UNINCORPORATED.
- GROSS SITE AREA: 76.72 ACRES. OSRD ZONED-52.82 ACRES. R2 ZONED "RESERVE PARCEL"-23.90 ACRES
- BOUNDARY INFORMATION TAKEN FROM SURVEY PERFORMED BY TWM CONSULTING DATED OCTOBER 7, 2024.
- PROPOSED LOTS: 25 OSRD LOTS
- PROPOSED DENSITY: (1.0 DU/AC. MAXIMUM)
- MAXIMUM BUILDING COVERAGE OF PROPOSED LOTS: 25%
- EACH PROPOSED LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES.
- MINIMUM LOT WIDTH AT BUILDING LINE: 110' OR 120' FOR TRANSITIONAL LOTS.
- MINIMUM BUILDING SETBACKS: (UNLESS OTHERWISE SHOWN)

FRONT: 50' (UNLESS OTHERWISE SHOWN)
SIDE: 15/25' OR 20/20' (UNLESS OTHERWISE SHOWN)
SIDE ABUTTING A STREET: 30'
REAR: 30'
ABUTTING PROJECT PERIMETER: 35'
ABUTTING 150' ARTERIAL BUFFER: 50'

- ALL ELECTRIC SERVICE FOR THE PROPOSED DEVELOPMENT SHALL BE UNDERGROUND. ALL PUBLIC UTILITIES SHALL BE SUBJECT TO THE APPROVAL OF THE APPLICABLE UTILITY COMPANIES.

13. UTILITY PROVIDERS:

ELECTRICITY:
NASHVILLE ELECTRIC SERVICE
615-736-6900

WATER:
METRO WATER SERVICES
615-840-1900

TELEPHONE:
AT&T
888-757-6500

SANITARY SEWER:
METRO WATER SERVICES
615-840-1900

NATURAL GAS:
AT&MGS
888-286-6700

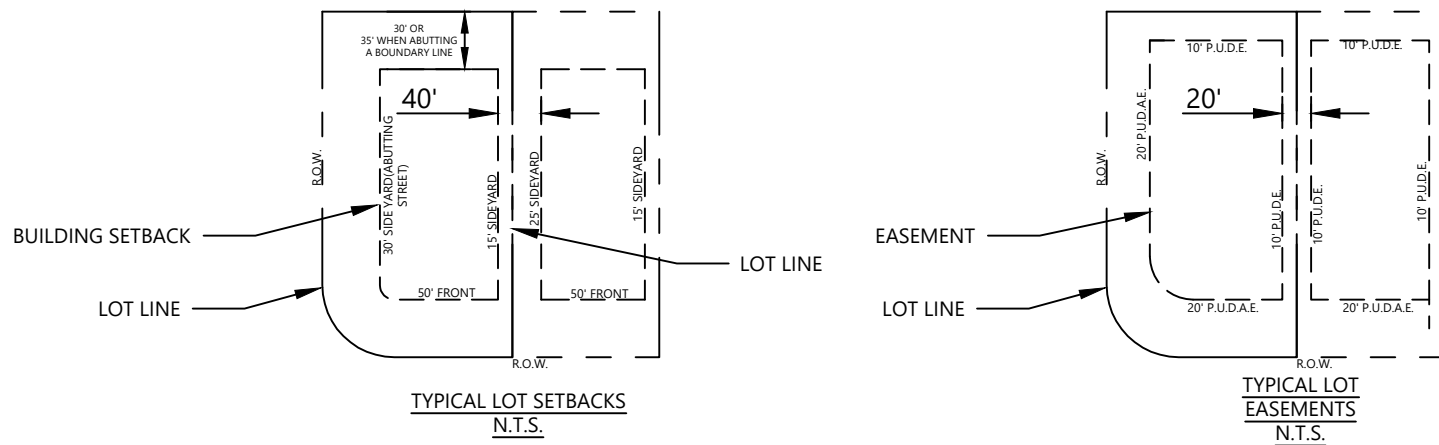


- EXISTING VEGETATION TO REMAIN SHALL BE CONTAINED WITHIN A SCENIC EASEMENT. ALL OPEN SPACE AREAS DESIGNATED AS SCENIC EASEMENTS SHALL REMAIN UNDISTURBED. SCENIC EASEMENT LOCATIONS TO BE DETERMINED ON FINAL PLATS.
- BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY. THIS PROPERTY LIES WITHIN FLOOD ZONES "AE" AND "X", AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47187C0086F AND WITH AN EFFECTIVE DATE OF 9/29/2006 AND MAP NO. 47187C0067G WITH AN EFFECTIVE DATE OF 12/22/2016 WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT. COMMUNITY NO. 47205 AND 47204, PANEL NO. 0086, SUFFIX F, AND COMMUNITY NO. 47204, PANEL 0067, SUFFIX G, 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 SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD" AS BASE FLOOD ELEVATIONS DETERMINED, SAID MAP DEFINES ZONE "X" UNDER "OTHER AREAS" AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

- SURVEY PREPARED BY TWM CONSULTING NOTED THAT THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. NOTED THAT THE SURVEYOR NOTES THAT ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN ON FILES PROVIDED WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE. PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. ALSO NOTED THAT THE SURVEYOR NOTES THAT THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. AND ALSO NOTED THAT THE SURVEYOR NOTES THAT THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED AND THEREFORE, RELIANCE UPON THE TYPE, SIZE, AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH 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 811.
- THIS SUBDIVISION WILL BE CONSTRUCTED IN 1 PHASE.

OSRD CALCULATIONS

OSRD CALCULATIONS	
TOTAL SITE AREA (AC)	52.82
LESS R.O.W. DEDICATION-INTERNAL PRIVATE STREETS (AC)	3.19
LESS R.O.W. DEDICATION-RESERVE RIGHT OF WAY	0.22
TOTAL (AC)	49.41
LESS AREA IN 25% SLOPES (AC)	0.00
PLUS 25% OF SLOPES OVER 25%(AC)	0.00
LESS AREAS IN FLOODWAY (AC)	15.38
PLUS 25% AREAS IN FLOODWAYS (AC)	3.85
LESS AREAS IN ELECTRICAL & NATURAL GAS EASEMENTS (AC)	0.00
PLUS 25% OF AREAS IN ELECTRICAL & NATURAL GAS EASEMENTS (AC)	0.00
TOTAL USEABLE LAND AREA (AC)	37.88
LESS AREA IN LOTS GREATER THAN 1 ACRE (AC)	0.03
TOTAL LAND AREA AVAILABLE (AC)	37.85
TOTAL LAND AREA REQUIRED @ 10DU/AC	25.00
LAND AREA IN LOTS (AC)	17.31
OPEN SPACE REQUIRED (AC)	7.69
DEDICATED OPEN SPACE (AC)	32.10
EXCESS OPEN SPACE (AC)	24.41

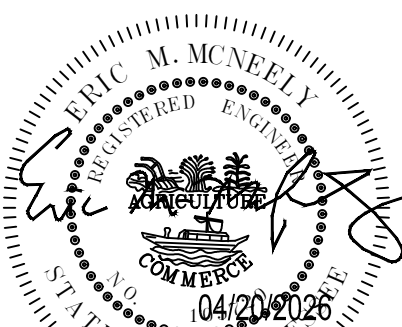


LEGEND

- PARCEL NO. (XX)
- LOT NUMBER (SINGLE FAMILY) 17
- IRON ROD (OLD) (X)
- IRON ROD (SET) (X)
- IRON PIPE (OLD) (X)
- P K NAIL (OLD) (X)
- CONCRETE MON (OLD) (X)
- PROPERTY LINE
- FENCE LINE
- SANITARY SEWER LINE
- STORM SEWER LINE 15" S T
- WATER LINE
- ROAD CENTER LINE
- CONCRETE
- UTILITY POLE
- GUY WIRE
- ELECTRIC TRANSFORMER
- UTILITY POLE W/ LIGHT
- SANITARY SEWER MANHOLE
- CURB INLET
- CATCH BASIN
- FIRE HYDRANT
- WATER METER
- WATER VALVE

McNeely Civil
Engineering, LLC
254 Belgian Road
Nolensville, TN 37135

Permit-Seal:



Client/Project:

GROVE PARK

1537 FRANKLIN ROAD
SUITE 300
BRENTWOOD, TN 37027
615-584-1615

CREWS
CONCEPT OSRD PLANS



Revisions:

Item: Date:

Project No.: MCE 220008

Designed By:

Drawn By:

Checked By: E. MCNEELY

Date:

Scale:

Title:

GENERAL NOTES
AREA TABLES
TYPICAL SECTIONS

Drawing No.

C2.00

AREA SHADED REPRESENTS R2 AREA AS A "RESERVE PARCEL"
AREA ZONED R2 TO BE RESRICTED TO ONE LOT

LOT TABLE		
LOT #	SQ.FT.	ACRES
1	43,882.84	1.01
2	43,836.15	1.01
3	43,660.67	1.00
4	43,750.22	1.00
5	44,044.36	1.01
6	43,570.36	1.00
7	32,539.77	0.75
8	29,135.43	0.67
9	26,191.16	0.60
10	24,164.47	0.55
11	26,951.46	0.62
12	31,659.68	0.73
13	24,547.53	0.56
14	22,584.32	0.52
15	21,992.92	0.50
16	23,578.77	0.54
17	24,366.72	0.56
18	23,798.19	0.55
19	27,928.02	0.64
20	21,817.67	0.50

OPEN SPACE BUFFER

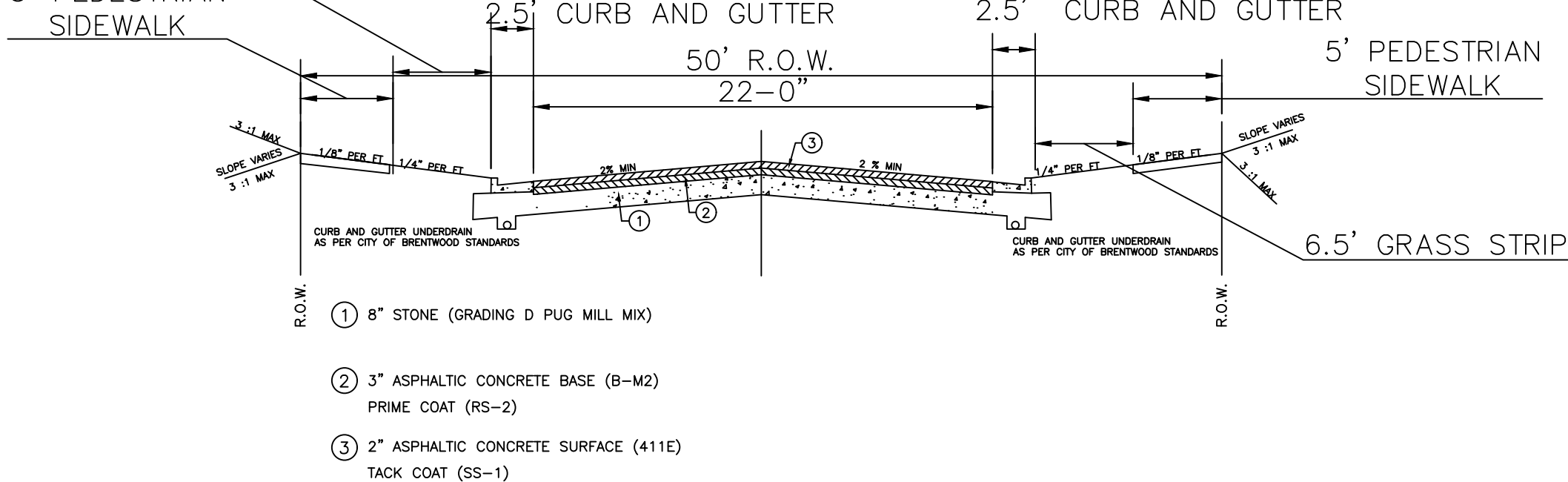
7	11,647.33	0.27	*
8	15,773.25	0.36	*
9	19,523.47	0.45	*
10	22,444.08	0.51	*
11	18,817.49	0.43	*
12	11,969.21	0.27	*

LOT TABLE		
LOT #	SQ.FT.	ACRES
21	29,241.35	0.67
22	26,634.34	0.61
23	26,519.59	0.61
24	25,103.57	0.58
25	22,535.97	0.52
OS1	41,018.33	0.94
OS2	23,451.84	0.54
OS3	1,203,451.7	27.63
OS4	130,099.91	2.99

OPEN SPACE/PUBLIC UTILITY
DRAINAGE AND ACCESS EASEMENT
TO BE MAINTAINED BY THE
HOMEOWNER'S ASSOCIATION

6.5' GRASS STRIP

5' PEDESTRIAN
SIDEWALK



PRIVATE ROADWAY CROSS SECTION 50' R.O.W.

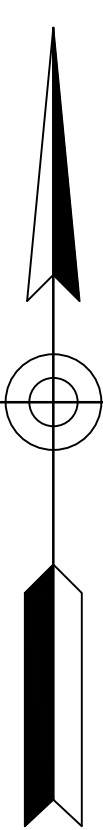
DEVELOPER:
BRANDON JENKINS
GROVE PARK
1537 FRANKLIN ROAD SUITE 300
BRENTWOOD, TN 37027
Tel. 615.642.9992

PROJECT ENGINEER:
ERIC MCNEELY
MCNEELY CIVIL ENGINEERING, LLC
254 BELGIAN ROAD
NOLANSVILLE, TN 37135
Tel. 615.335.3172

LANDSCAPE ARCHITECTURE
DOUG ARNOLD

GROVE PARK
1537 FRANKLIN ROAD SUITE 300
BRENTWOOD, TN 37027
615-218-9310

N



Know what's below.
Call before you dig.

* PER BRENTWOOD ZONING CODE 78-184 LOTS 7-12 PROVIDE A COMBINED AREA OF NEW LOT AND PERMANENT OPEN SPACE BETWEEN THE NEW LOT AND THE EXISTING RESIDENTIAL DEVELOPMENT IS AT LEAST ONE ACRE



tem: Date:

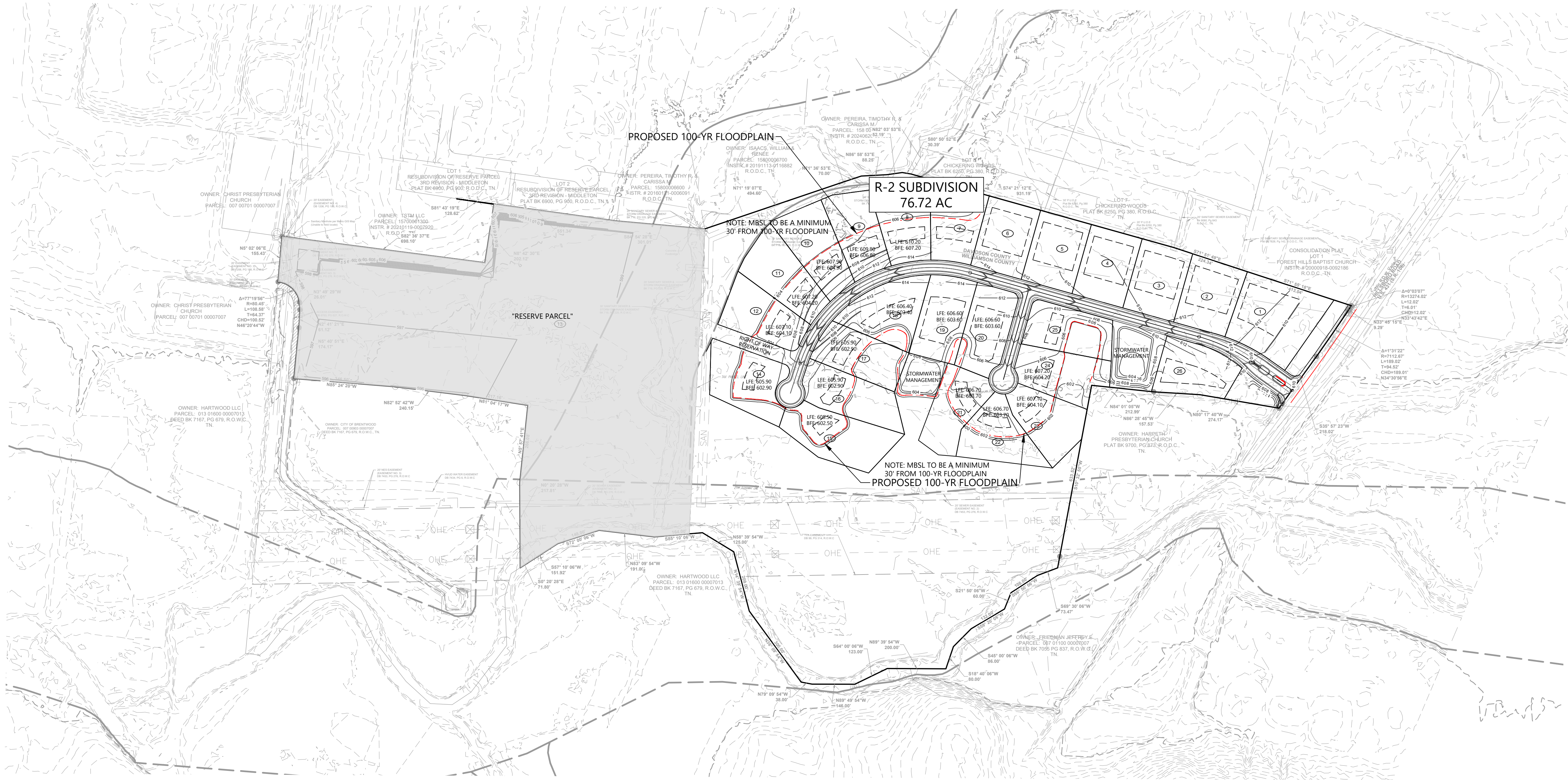
Designed By:

Checked By: E. MCNEELY

itle:

Drawing No.

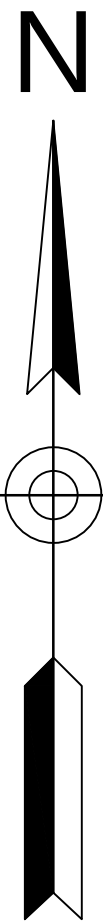
C3.00



WILLIAMSON COUNTY MAP 007 PARCEL 9.00
CONFIGURATION TO REMAIN UNCHANGED
ON THIS R2 CONFIGURATION, LOT 13 IS DESIGNATED AS A "RESERVE PARCEL"

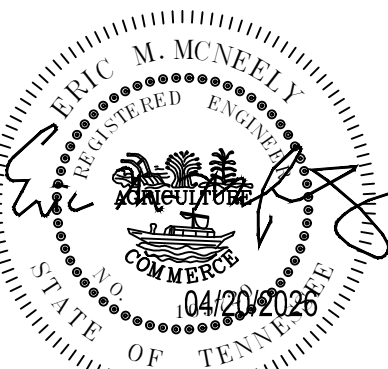
- LEGEND**
- PARCEL NO. (xx)
 - LOT NUMBER (SINGLE FAMILY) (17)
 - IRON ROD (OLD) (R02)
 - IRON ROD (SET) (R02)
 - IRON PIPE (OLD) (R02)
 - P K NAIL (OLD) (R02)
 - CONCRETE MON (OLD) (R02)
 - PROPERTY LINE
 - FENCE LINE
 - SANITARY SEWER LINE
 - STORM SEWER LINE 15" S T
 - WATER LINE
 - ROAD CENTER LINE
 - CONCRETE
 - UTILITY POLE
 - GUY WIRE
 - ELECTRIC TRANSFORMER
 - UTILITY POLE W/ LIGHT
 - SANITARY SEWER MANHOLE
 - CURB INLET
 - CATCH BASIN
 - FIRE HYDRANT
 - WATER METER
 - WATER VALVE

LOT #	SQ. FT.	AC
1	69312.57	1.59
2	45,008.94	1.03
3	43,996.74	1.01
4	44,098.49	1.01
5	44,099.69	1.01
6	44,269.86	1.02
7	43,815.33	1.01
8	45,629.01	1.05
9	43,635.77	1.00
10	47,290.12	1.09
11	48,424.08	1.11
12	43,696.25	1.00
13	1,040,869.96	23.90
14	51,147.97	1.17
15	55,554.41	1.28
16	47,025.71	1.08
17	43,642.05	1.00
18	48,581.95	1.12
19	46,194.45	1.06
20	43,807.82	1.01
21	43,574.01	1.00
22	44,332.01	1.02
23	43,784.89	1.01
24	45,660.14	1.05
25	44,660.14	1.01
26	43,605.72	1.00



McNeely Civil
Engineering, LLC
254 Belgian Road
Nolensville, TN 37135

Permit-Seal:



Client/Project:

GROVE PARK

1537 FRANKLIN ROAD
SUITE 300
BRENTWOOD, TN 37027
615-584-1615

CREWS
CONCEPT OSRD PLANS



Revisions:

Item: Date:

Project No.: MCE 220008

Designed By:

Drawn By:

Checked By: E. MCNEELY

Date:

Scale:

Title:

R2 EQUIVALENT
CONCEPT PLAN

Drawing No.

C4.00

PETITION FOR ANNEXATION

Hillsboro Road Partnership, a Tennessee general partnership, the undersigned property owner, hereby requests that the property identified below be annexed into the corporate limits of the City of Brentwood, TN:

Property Address: Being the same property conveyed to Hillsboro Road Partnership, a Tennessee general partnership, by Quitclaim Deed from Katherine M. Sensing of record in Book 860, page 433, Register's Office for Williamson County, Tennessee, and of record in Book 8159, page 439, in the Register's Office for Davidson County, Tennessee, dated June 16, 1990 and recorded on July 27, 1990.

Tax Map/Parcel Number(s): Williamson County, Tennessee, Tax Map 007, Parcels 009.00 and 009.01

[signatures on following pages]

**Hillsboro Road Partnership,
a Tennessee general partnership**

By: Ben M Sensing
Benjamin M. Sensing, Partner
Date: 1/22/25

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, BRAD CHILDRESS,
Benjamin M. Sensing, on behalf of Hillsboro Road Partnership, a Tennessee general partnership,
with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence),
who executed the foregoing instrument for the purpose therein contained, who acknowledged that
he executed the same as his free act and deed on behalf of Hillsboro Road Partnership, a Tennessee
general partnership, and who acknowledged that he is authorized to take such action on behalf of
Hillsboro Road Partnership, a Tennessee general partnership.

Witness my hand, at office, this 22 day of JANUARY 2025.

Brad Childress

Notary Public

My commission expires: 09/08/2028



Hillsboro Road Partnership,
a Tennessee general partnership

By: George E. Hetzel, Jr.
George E. Hetzel, Jr., Partner

Date: 1/16/2025

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, Lexie Osgood, George E. Hetzel, Jr., on behalf of Hillsboro Road Partnership, a Tennessee general partnership, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who executed the foregoing instrument for the purpose therein contained, who acknowledged that he executed the same as his free act and deed on behalf of Hillsboro Road Partnership, a Tennessee general partnership, and who acknowledged that he is authorized to take such action on behalf of Hillsboro Road Partnership, a Tennessee general partnership.

Witness my hand, at office, this 16 day of January 20 25.



My Commission Expires March 3, 2026

Lexie Osgood
Notary Public

My commission expires: 03/03/2026

**Hillsboro Road Partnership,
a Tennessee general partnership**

By: [Signature]

Katherine M. Hill, Partner

Date: 1/16/2025

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, Teresa M. Semore, Katherine M. Hill, on behalf of Hillsboro Road Partnership, a Tennessee general partnership, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who executed the foregoing instrument for the purpose therein contained, who acknowledged that she executed the same as her free act and deed on behalf of Hillsboro Road Partnership, a Tennessee general partnership, and who acknowledged that she is authorized to take such action on behalf of Hillsboro Road Partnership, a Tennessee general partnership.

Witness my hand, at office, this 16 day of January 2025



My Commission Expires Mar. 3, 2026

Teresa M. Semore
Notary Public

My commission expires: 03/03/2026



WATER & SEWER SERVICE PERMIT

Wednesday, January 15, 2025 8:23

Page 1 of 2

DATE ENTERED	PERMIT TYPE / NUMBER	REFERENCE	PROJECT NUMBER
19-Dec-2024	WATERCAP T2024112230	WSAVAIL 2024104886	24WG0001

PARCEL

ADDRESS:	APN:
PERMIT NAME: ELYSIA SUBDIVISION	DISTRICT:
OTHER LOCATION: WMN - Hillsboro Rd Map 007,Parcel009	

PROPOSED DEVELOPMENT

WSWCAP	WS Water Capacity Fees
Proposed: 32 Single Family Homes & Guard Shack (11,550 GPD)	
Existing: Vacant (0 GPD)	
Projected Flow: 11,550 GPD	
Water 1 Year: 13,750.00	Water 1 Year Due Date: 03/19/2025
Water 2 Year: 26,125.00	Water 2 Year Due Date: 12/19/2025
Water Perpetuity: 45,375.00	Water Perpetuity Due Date: 12/19/2026
**	
Public Water Extension from 282FB075	
Maximum fire protection is 1,300 GPM at 20 PSI	
SE - 796/775	
**	
~~Notes~~	
* Thirty percent (30%) is due within 90 days from the permit date.	
* Three 90 day extensions are all allowed. Extensions do not affect the permit date or the final payment date.	
* Regardless of utilization of extensions, fifty- five (55%) of the capacity fee is due by the one year anniversary of the permit date.	
* One hundred (100%) is due two (2) years from the permit date.	
* Capacity fees paid are non-refundable with the exception of projects that are not approved by other Metro agencies. Refunds may be requested following current Metro Government Code.	
* All applicable tap fees, service charges, and any remaining capacity fees must be paid at the time of application for physical connection to the public system or final U&O approval.	
* sewer facilities will be at the expense of the developer. This includes any required offsite public infrastructure improvements unless there is a Developer/Metro Participation Agreement approved by MWS and Metro Council and recorded by Metro Clerk.	
* Any capacity installment payments outside allowable schedules will result in a relinquishment of remaining capacity. Request of any capacity above that that has been secured by capacity charge payment will require reapplication, system capacity review, and application fee.	
* Availability of water service is only representative of that for the domestic flow volume(s) requested. Needed volume above that submitted to Metro Water Services, such as fire flows, will require submittal and approval by the Metro Fire Department.	
~~Special Notes Affecting Water Service~~	
* Depending on activity on premise, sewer availability may be conditional to any pre-treatment and/or Industrial Compliance requirement of MWS.	
* Water service to premise may require the installation of a water service line pressure reducing valve (PRV). Water distribution system pressure at or above 150 psi will require the installation of a PRV in front of the domestic or irrigation meter. This will be installed, owned and operated by MWS. Depending on the elevation of the structure served and regardless of system pressure at the meter, the customer/property owner may need to install a service line PRV to protect internal plumbing fixtures. PRVs under this circumstance would be installed, owned and operated by the customer/property owner.	
If you have any questions please email MWS.dscapacity@nashville.gov.	

OWNER OF RECORD

	PHONE:
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PROFESSIONAL

	PHONE:
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APPLICANT

CONTACT/BILLING INFORMATION

Eric McNeely	
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WATER & SEWER INFORMATION

MXU NUMBER:	METER SIZE:
ECR NUMBER:	METER TYPE:
METER NUMBER:	METER LOCATION:

CUSTOMER SIGNATURE:	METRO:
Eric McNeely	John Wilson



WATER & SEWER SERVICE PERMIT

Wednesday, January 15, 2025 8:26

Page 1 of 2

DATE ENTERED	PERMIT TYPE / NUMBER	REFERENCE	PROJECT NUMBER
19-Dec-2024	SEWERCAP T2024112232	WATERCAP T20241122	24SG0001

PARCEL

ADDRESS:	APN:
PERMIT NAME: ELYSIA SUBDIVISION	DISTRICT:
OTHER LOCATION: WMN - Hillsboro Rd Map 007,Parcel009	

PROPOSED DEVELOPMENT

WSSCAP	WS Sewer Capacity Fees
Proposed: 32 Single Family Homes & Guard Shack (11,550 GPD)	
Existing: Vacant (0 GPD)	
Projected Flow: 11,550 GPD	
Sewer 1 Year: 23,000.00	Sewer 1 Year Due Date: 03/19/2025
Sewer 2 Year: 43,700.00	Sewer 2 Year Due Date: 12/19/2025
Sewer Perpetuity: 75,900.00	Sewer Perpetuity Due Date: 12/19/2026
**	
Public Sewer Extension from 84SG0142	
It is recommended that the connection to sewer is located upstream of MH 158-09-021. If this is not possible, the developer may be required to pay to relocate the MWS flow meter in MH 158-09-021.	
**	
~~Notes~~	
* Thirty percent (30%) is due within 90 days from the permit date.	
* Three 90 day extensions are all allowed. Extensions do not affect the permit date or the final payment date.	
* Regardless of utilization of extensions, fifty- five (55%) of the capacity fee is due by the one year anniversary of the permit date.	
* One hundred (100%) is due two (2) years from the permit date.	
* Capacity fees paid are non-refundable with the exception of projects that are not approved by other Metro agencies. Refunds may be requested following current Metro Government Code.	
* All applicable tap fees, service charges, and any remaining capacity fees must be paid at the time of application for physical connection to the public system or final U&O approval.	
* sewer facilities will be at the expense of the developer. This includes any required offsite public infrastructure improvements unless there is a Developer/Metro Participation Agreement approved by MWS and Metro Council and recorded by Metro Clerk.	
* Any capacity installment payments outside allowable schedules will result in a relinquishment of remaining capacity. Request of any capacity above that that has been secured by capacity charge payment will require reapplication, system capacity review, and application fee.	
* Availability of water service is only representative of that for the domestic flow volume(s) requested. Needed volume above that submitted to Metro Water Services, such as fire flows, will require submittal and approval by the Metro Fire Department.	
~~Special Notes Affecting Water Service~~	
* Depending on activity on premise, sewer availability may be conditional to any pre-treatment and/or Industrial Compliance requirement of MWS.	
* Water service to premise may require the installation of a water service line pressure reducing valve (PRV). Water distribution system pressure at or above 150 psi will require the installation of a PRV in front of the domestic or irrigation meter. This will be installed, owned and operated by MWS. Depending on the elevation of the structure served and regardless of system pressure at the meter, the customer/property owner may need to install a service line PRV to protect internal plumbing fixtures. PRVs under this circumstance would be installed, owned and operated by the customer/property owner.	
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OWNER OF RECORD

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Eric McNeely	John Wilson

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Vivian M. Wilhoite
Assessor of Property



Office of Assessments
Real & Personal Property

October 17, 2025

Eric M. McNeely, PE
McNeely civil Engineering, LLC
254 Belgian Road
Nolensville, TN 37135

Dear Mr. McNeely,

The correspondence is to address concerns regarding the Davidson County Parcel ID 15800000600, which consists of 7.1 acres. As you are aware, this parcel was relinquished to the Assessor of Property of Williamson County on January 1, 1978. Davidson County Parcel ID 15800000600 has not been assessed in Davidson County since January 1, 1978.

Additionally, please see T. C. A. § 5-2-115 below, focusing on (d). The property has been assessed in Williamson County more than the "five (5) years or more" which is stated in T. C. A. § 5-2-115.

§ 5-2-115. Location of boundaries; assessment for property taxation

- (a) In circumstances where property is claimed to be located within the boundaries of two (2) adjoining counties and the property has been assessed for property taxation by both counties, the location of county boundaries shall be determined by the state board of equalization.
- (b) If the state board determines that the entire property lies within either of the respective counties, it shall declare the assessment made by the other county void.
- (c) Upon a determination by the state board that the property is partially located within the boundaries of both counties, it shall determine the number of acres or amount of property lying within each of the respective counties and determine the pro rata value of the property lying within each of the counties and assess the same pursuant to § 67-5-505.
- (d) When property has been assessed in one county for five (5) years or more, the state board shall not have authority to rule that such property shall be located in a different county, but the board shall have authority to redress double assessment in these circumstances by voiding the later assessment to the extent it represents an assessment by both counties.

Gratefully,

A handwritten signature in blue ink that reads "Vivian M. Wilhoite".

Vivian M. Wilhoite
Davidson County Assessor of Property

Cc: Mr. Brad Coleman, Williamson County Assessor of Property
Mr. Todd Petrowski, Director, City of Brentwood Planning and Codes
Mr. Bob Leeman, Assistant Director, Land Development, Metro Nashville Planning Department

Brentwood City Commission Agenda

Meeting Date: 08/24/2026

Appointment of One (1) Member to the Board of Zoning Appeals

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of One (1) Member to the Board of Zoning Appeals

Background

At the August 24, 2026 meeting, the Board of Commissioners will appoint one (1) member to the Board of Zoning Appeals (BZA). The appointee will serve an unexpired term of Eric Hauch ending March 31, 2028. Applicants must be residents of the City of Brentwood.

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

The interested applicant is:

1. Andrew Doughty

The application is attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Application

Board of Zoning Appeals

City of Brentwood | Generated 8/14/2026 @ 12:13:21 PM by OnBoardGOV - Powered by ClerkBase

Applicant	Date	Boards		Address	Contact	Status
Andrew Doughty	7/13/2026	Board of Zoning Appeals	Pending	5109 Victoria Cv Brentwood, TN	Phone: 6154993600 Email: radought@gmail.com	Validated

Andrew Doughty

City of Brentwood | Generated 8/14/2026 @ 8:13 am by OnBoardGOV - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Andrew Doughty	Board of Zoning Appeals	1	Pending
Application Date	7/13/2026			
Expiration Date	7/12/2027			
Board Member	Andrew Doughty			
Status	Validated BY: HOLLY.EARLS@BRENTWOODTN.GOV @7/13/2026 11:43 AM ET			

Basic Information

Name

Andrew Doughty

Spouse's name (If applicable)

Elizabeth Doughty

Spouse's Current or Former Employer if Retired

Brentwood United Methodist Church

Spouse's Job Title

Teacher

Employment Status

Employed

How many years have you lived in Brentwood?

30

Subdivision (If you do not live in a subdivision, please type NA.)

Stonehenge

Please provide a detailed description of your community involvement below:

I have coached several youth league teams, serve in leadership positions at Brentwood United Methodist Church and actively volunteer at my children's schools (Scales and Brentwood Middle).

Please provide a brief summary of why you would like to serve on this board:

I would like to join the board to help maintain the city that we know and love today. The foresight and planning from those before us have helped to create and maintain the thriving community we have now, and I would consider it an honor to help continue that tradition.

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

No

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

No

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

No

Please state where you heard about the board opening.

Anne Dunn

Contact Information

Address

5109 Victoria Cv
Brentwood, TN

Email

radought@gmail.com

Phone

6154993600

Occupation

Employer

Lantern

Job Title

Vice President of Network Growth and Development

Generated 8/14/2026 @ 8:13 am