



**Agenda for the Regular Meeting of Board of Commissioners
Monday, March 11, 2019 - 7:00 pm - Brentwood City Hall**

Call to Order by Mayor

Roll Call

Invocation by Commissioner Travis

Pledge of Allegiance to the Flag by Mayor Burgin

Public Hearing

1. Public hearing on Ordinance 2019-02 - AN ORDINANCE REZONING PROPERTY LOCATED AT 9551 SPLIT LOG ROAD FROM R-2 (SUBURBAN RESIDENTIAL) TO SI-3 (SERVICE INSTITUTION - CULTURAL, RECREATIONAL AND GOVERNMENTAL)

Public hearings on rezoning ordinances are primarily intended as opportunities for citizens to voice their views in support of or opposition to a rezoning that has been proposed by other parties. Persons speaking on behalf of the property owner or the applicant for the rezoning are allowed opportunities to speak when the ordinance is considered for passage on first and second reading, and are encouraged to confine their remarks to those opportunities.

Approval or Correction of Minutes

February 25, 2019

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

Report from City Manager

Report from the City Attorney

Reports and comments by Commissioners and Mayor

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

Consent Agenda

1. Resolution 2019-20 - A RESOLUTION AUTHORIZING REVISIONS TO THE RETENTION SCHEDULE FOR OFFICIAL RECORDS OF THE CITY OF BRENTWOOD, for adoption
2. Resolution 2019-21 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH HAZEN AND SAWYER FOR SEWER SYSTEM MODELING SERVICES, for adoption
3. Resolution 2019-23 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGH TECH SPECIAL EFFECTS, INC. FOR THE 2019 INDEPENDENCE DAY FIREWORKS SHOW, for adoption
4. Resolution 2019-24 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH BELL & ASSOCIATES FOR REPAIR OF THE WILDWOOD VALLEY DRIVE BRIDGE, for adoption
5. Resolution 2019-25 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR SEWER REHABILITATION PROGRAM ENGINEERING ASSISTANCE, for adoption
6. Approval of TDOT Supplement No. 2 to the Utility Relocation Engineering Contract for Franklin Road widening project
7. Approval to purchase eight stalker dual pro radar units for the Police Department

Old Business

1. Other old business

New Business

1. Resolution 2019-22 - A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN AND WILLIAMSON COUNTY FOR THE PROVISION OF JOINT RESPONSE OF LAW ENFORCEMENT ASSISTANCE RELATED TO AUTOMOBILE THEFT AND BURGLARY, for adoption
2. Other new business
 - a. Appointment of one (1) member to the Board of Building Construction Appeals
 - b. Appointment of two (2) members to the Board of Zoning Appeals



Kirk Bednar,
City Manager

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

Brentwood City Commission Agenda

Meeting Date: 03/11/2019

Public Hearing for Ordinance 2019-02, which Proposes the Rezoning Property Located at 9551 Split Log Road from R-2 to SI-3

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Public hearing for Ordinance 2019-02, which requests the rezoning of approximately two acres of land located at 9551 Split Log Road from the R-2 -- Suburban Residential zoning district to the SI-3 -- Service Institution (Cultural, Recreational and Governmental) zoning district.

Background

The attached ordinance requests the rezoning of City-owned property located at 9551 Split Log Road. The City purchased the property on November 20, 2018. The conveyance was recorded on November 29, 2018 in Deed Book 7513, Page 677 in the Williamson County Registers office. A copy of the recorded deed is attached below.

The Fire and Rescue Department's strategic plan has identified a future need for a fifth fire station located in the southeastern portion of the City. The strategic plan provides that the fifth station would be located along Split Log Road in the area somewhere between the Northumberland Subdivision and the intersection of Split Log and Ragsdale Roads.

Over the past several years, City staff worked to locate a suitable location in the area that met these parameters. Last fall, the subject property was purchased by the City, with the goal that it will ultimately house the fifth fire station as provided in the strategic plan. While the property is not located directly along the preferred corridor, it is only approximately 375 feet east of the intersection of Split Log and Ragsdale Roads. In addition, the tract is located far enough from existing adjacent residential properties so as to afford some buffering from the activities that traditionally occur at a fire station.

The City's capital improvements plan does not anticipate design work on a new station to begin until FY 2023. That schedule could change somewhat when the City prepares the FY 2020-2025 CIP later this spring. The exact timing for construction of the fire station will ultimately be dependent upon the availability of future capital funding.

A development plan, which would include detailed engineering for the site, has not yet

been prepared. However, as part of the City's due diligence before purchase, a "concept" plan was developed in an effort to determine the suitability of the property for its proposed future use. The sketches show a possible building envelope in conformance with zoning requirements and a layout of a building footprint. The area of the proposed two-story building would be approximately 11,000 square feet. The exterior design and materials would be similar to that used on a residential structure in the area. The new station would house one response unit and one crew. Additionally, it is expected that one ambulance crew could also be accommodated in the building. Additional plantings would be provided in the buffer between the building and Split Log Road and the adjacent residential properties. However, prior to having any formal documents prepared, staff is requesting that the property be rezoned.

The proposed ordinance was approved on first reading on February 11, 2019.

The required community meeting was conducted by staff on February 28th. No citizens attended the meeting.

The Planning Commission conducted its review of the ordinance at its regular meeting of March 4th, and voted unanimously ten for and zero against to forward a recommendation of approval of the ordinance to the Board of Commissioners. Second and final reading is tentatively scheduled for March 25, 2019.

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

Staff Recommendation

Not Applicable.

Previous Commission Action

On February 11, 2019 the Board of Commissioners voted six for and zero against (6-0), passing Ordinance 2019-02 on first reading.

At their regular meeting of October 8, 2018, the Board of Commissioners voted six for and zero against (6-0) approving Ordinance 2018-17 on second and final reading, which authorized the purchase of property located at 9551 Split Log Road.

Also at their October 8, 2018 regular meeting the Board of Commissioners voted six for and zero against (6-0) to approve Resolution 2018-84 authorizing a lease agreement with Mr. Gerry Abrams for the property located at 9551 Spit Log Road.

At their September 27, 2018 meeting the Board of Commissioners voted five for and zero against (5-0) to approve Ordinance 2018-17 on first reading. The ordinance the purchase of the property located at 9551 Split Log.

Fiscal Impact

Attachments

Ordinance 2019-02

Vicinity Map w/ Distances to Existing Adjacent Residential

Concept Plan -- Building Envelope

Concept Plan -- Building Footprint

Ordinance 2018-17

Resolution 2018-84

Purchase Agreement

Deed Book 7513, Page 677

Assessment Data

PC Review Memo -- Ordinance 2019-02

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, BY CHANGING THE PRESENT ZONING CLASSIFICATION FOR CERTAIN PROPERTY LOCATED AT 9551 SPLIT LOG ROAD, FROM THE R-2 (SUBURBAN RESIDENTIAL) ZONING DISTRICT TO THE SI-3 (SERVICE INSTITUTION – CULTURAL, RECREATIONAL AND GOVERNMENTAL) ZONING DISTRICT, SAID PROPERTY 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

SECTION 1. That the present zoning classification for certain property located AT 9551 Split Log Road be and the same is hereby changed from the R-2 (Suburban Residential) zoning district to the SI-3 (Service Institution – Cultural, Recreational and Governmental) zoning district; said property being more particularly described in the property description attached hereto as “Attachment A” and made a part of this ordinance by reference, and being more particularly shown on the map attached hereto as “Attachment B” and made a part of this ordinance by reference.

SECTION 3. 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, Tennessee, Williamson County, Tennessee, requiring it.

RECORDER Holly Earls

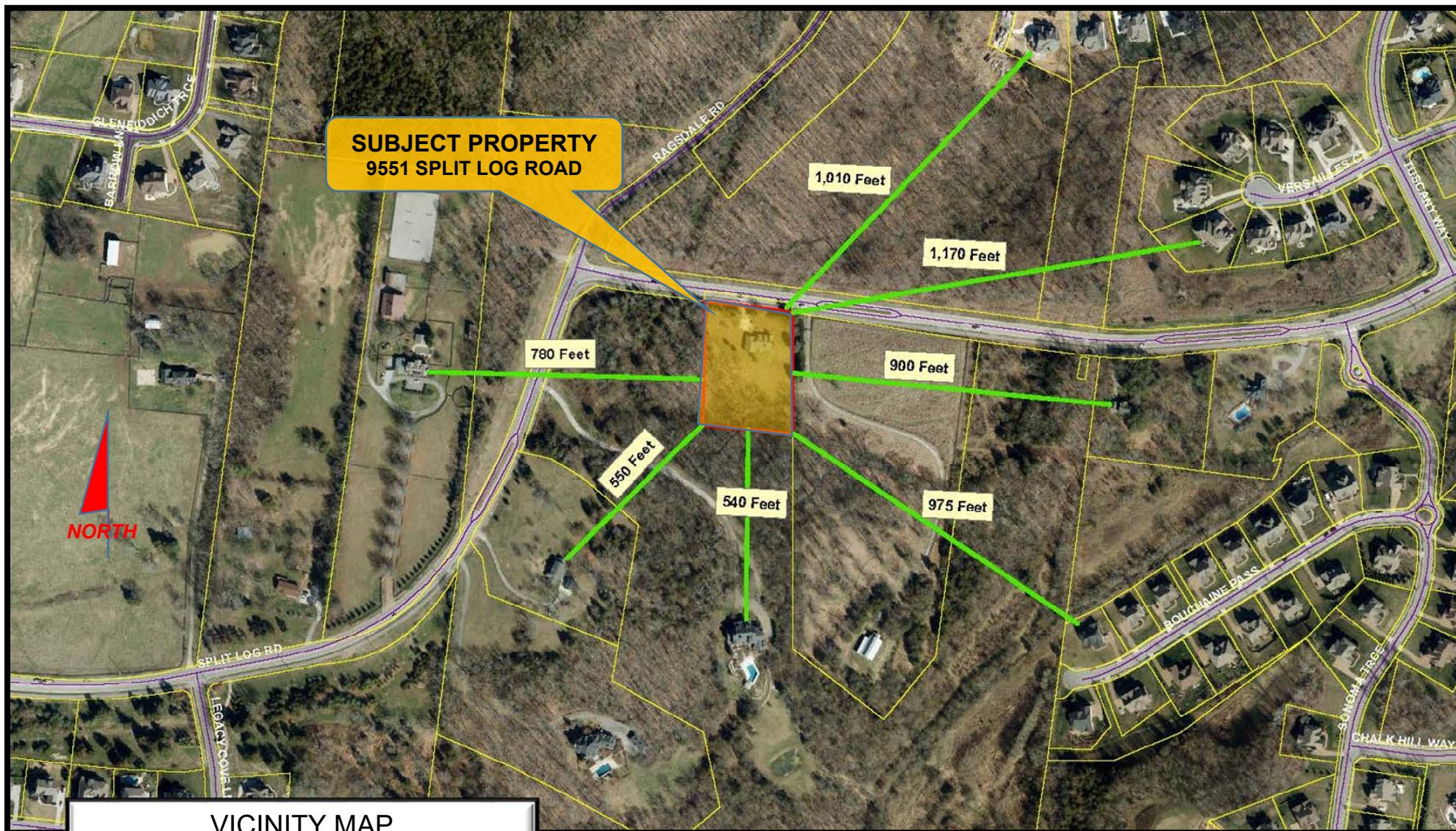
6

ATTACHMENT A
ORDINANCE 2019-02

Lot 1 James H. Cawthon Minor Subdivision, as shown on plat of record at Plat Book 19, Page 149, in the Register's Office of Williamson County, Tennessee to which plat reference is hereby made for a more particular description of said property.

ATTACHMENT B ORDINANCE 2019-02

<p>Location Map of the area showing the proposed road and surrounding features.</p>	<p>WILLIAMSON COUNTY OF TENNESSEE PLANNING COMMISSION MEETING DATE: 10/25/19 TIME: 7:00 PM LOCATION: 10000 BY: [Signature]</p>	<p>JAMES H. CAWTHON MINOR SUBDIVISION PLAT</p>
<p><i>James H. Cawthon</i> <i>8000 8th Ave S, Nashville, TN 37203</i> <i>708</i></p> <p><i>John F. Cawthon</i> <i>8000 8th Ave S, Nashville, TN 37203</i> <i>708</i></p>	<p>AREA 2.00 Acres, More or Less</p> <p>10' RIGHT OF WAY DEDICATION THIS PLAT</p>	<p>JOHN KOHL AND COMPANY, P.C. 400 7TH AVENUE SOUTH NASHVILLE, TENNESSEE 37203 615 260 3000</p>
<p>HEALTHY DEVELOPMENT NOTICE (ENVIRONMENTAL)</p> <p>1. LOT NUMBER 1 IS RESTRICTED TO A THREE (3) BEDROOM SINGLE FAMILY DWELLING.</p> <p>2. ANY OTHER BUILDING, INCLUDING BUT NOT LIMITED TO, GARAGE, PORCH, DECK, OR OTHER STRUCTURE, SHALL BE RESTRICTED TO THE AREA RESERVED FOR THE SINGLE FAMILY DWELLING.</p> <p>3. LOCATION OF BUILDINGS OR OTHER STRUCTURES SHALL BE APPROVED BY THE WILLIAMSON COUNTY ENVIRONMENTAL DEPARTMENT.</p> <p>4. AREA FOR FUTURE DEVELOPMENT SHALL BE APPROVED BY THE WILLIAMSON COUNTY ENVIRONMENTAL DEPARTMENT.</p> <p>5. NO OVERSEEN BUILT-UP STRUCTURES SHALL BE PLACED IN THE CHALLENGE AREA.</p> <p>6. NO OVERSEEN BUILT-UP STRUCTURES SHALL BE PLACED IN THE CHALLENGE AREA.</p> <p>7. NO OVERSEEN BUILT-UP STRUCTURES SHALL BE PLACED IN THE CHALLENGE AREA.</p> <p>8. NO OVERSEEN BUILT-UP STRUCTURES SHALL BE PLACED IN THE CHALLENGE AREA.</p> <p>9. NO OVERSEEN BUILT-UP STRUCTURES SHALL BE PLACED IN THE CHALLENGE AREA.</p> <p>10. NO OVERSEEN BUILT-UP STRUCTURES SHALL BE PLACED IN THE CHALLENGE AREA.</p>	<p>CERTIFICATE OF APPROVAL FOR RECORDING</p> <p>I HEREBY CERTIFY THAT THE PLAT SHOWS AND DESCRIBES THE LAND IN A TRUE AND CORRECT MANNER TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE PLAT IS IN ACCORDANCE WITH THE WILLIAMSON COUNTY PLANNING COMMISSION ORDINANCE 2019-02.</p> <p>DATE: 10/25/19</p> <p>BY: [Signature]</p>	<p>CERTIFICATE OF APPROVAL FOR RECORDING</p> <p>I HEREBY CERTIFY THAT THE PLAT SHOWS AND DESCRIBES THE LAND IN A TRUE AND CORRECT MANNER TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE PLAT IS IN ACCORDANCE WITH THE WILLIAMSON COUNTY PLANNING COMMISSION ORDINANCE 2019-02.</p> <p>DATE: 10/25/19</p> <p>BY: [Signature]</p>



SUBJECT PROPERTY
9551 SPLIT LOG ROAD

VICINITY MAP
ORDINANCE 2019-02
JANUARY, 2019

SPLIT LOG RD

9551

806

802

190'
FRONT SETBACK

798

794

792 75'
SETBACK LINE
790

788

786

784

50'
BUFFER

780

782

776

810

75'

90'

SPUR LOG RD

9551

802

19' 10" 100' 100'

Subsided surface
at 55120'

794

792 15' 100' 100'

788

786

784

90' 100'

802

15'

ORDINANCE 2018-17

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND GAIL E. ABRAMS FOR THE ACQUISITION OF CERTAIN REAL ESTATE LOCATED AT 9551 SPLIT LOG ROAD BY THE CITY OF BRENTWOOD FOR THE SITE OF A FIRE STATION, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Gail E. Abrams for the acquisition of certain real estate located at 9551 Split Log Road by the City of Brentwood for the site of a fire station.

SECTION 2. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

SECTION 3. 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	<u>09-27-2018</u>	PLANNING COMMISSION	<u>N/A</u>
	2nd reading	<u>10-08-2018</u>	NOTICE OF PASSAGE	
			Notice published in:	<u>N/A</u>
			Date of publication:	
PUBLIC HEARING				
	Notice published in:	<u>N/A</u>		
	Date of publication:			
	Date of hearing:		EFFECTIVE DATE	<u>10-08-2018</u>

<u>Jill Burgin</u>	<u>Holly Earls</u>
MAYOR	RECORDER
Jill Burgin	Holly Earls

Approved as to form:

<u>Kristen L. Corn</u>
CITY ATTORNEY
Kristen L. Corn


RESOLUTION 2018-84

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND GERRY ABRAMS FOR THE PROPERTY AT 9551 SPLIT LOG ROAD, A COPY OF SAID LEASE AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an lease agreement by and between the City of Brentwood and Gerry Abrams for the property at 9551 Split Log Road, Brentwood, Tennessee, a copy of said lease agreement being attached hereto and made a part of this resolution by reference.

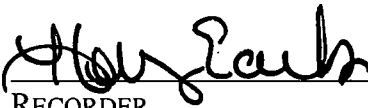
SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.




MAYOR Jill Burgin

ADOPTED: 10-08-2018

Approved as to form:



RECORDER Holly Earls



CITY ATTORNEY Kristen L. Corn

REAL ESTATE PURCHASE AND SALE AGREEMENT
COB Contract No. 2018-041

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of October 18, 2018 (the "Agreement Date"), is made by and between Gail E. Abrams, herein referred to as "Seller," and the City of Brentwood, Tennessee, herein referred to as "Buyer."

WHEREAS, Seller is the owner of certain land located at 9551 Split Log Road, Brentwood, Williamson County, Tennessee, consisting of approximately 2.0 acres, as more particularly described on Exhibit A attached hereto (the "Land"), upon which is located one residential structure; and

WHEREAS, on the terms and conditions set forth herein, Seller desires to sell and Buyer desires to purchase the "Property" (as hereinafter defined).

IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS of the parties hereto it is agreed as follows:

1. Property Included in Sale. (a) Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, upon and subject to the terms and conditions set forth in this Agreement, the following (collectively, the "Property"):

- (a) the Land;
- (b) Seller's interest in all rights, privileges and easements appurtenant to the Land, and any easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land; and
- (c) the building and any ancillary improvements located upon the Land.

2. Purchase Price. The total purchase price for the Property shall be Six Hundred and Eighty-Five Thousand and No/100 Dollars (\$685,000.00) (the "Purchase Price") payable as follows:

- (a) Initial amount of Five Hundred Dollars shall be paid to Seller upon the execution of this agreement as Earnest Money.
- (b) The remaining amount of the Purchase Price shall be paid in full at the Closing by Buyer's wire transfer in immediately available funds to an account designated by Seller.

3. Review of Property.

(a) At all times prior to the Closing, Buyer and its representatives, contractors, agents and employees may, at Buyer's sole risk and expense, enter upon the Property for the purpose of inspecting the Property and for the purposes of conducting engineering and environmental studies and investigations, soil and subsoil tests, surveys, feasibility studies and planning and other testing and exploration work necessary, appropriate or desirable for inspecting or examining the Property or for developing or formulating plans for Buyer's intended use of the Property; provided, however, Buyer shall repair any damage to the Property occurring as a result of any of the foregoing if this Agreement is terminated pursuant to the terms of this Agreement and Buyer shall, to the extent permitted by law, hold Seller harmless from and against any losses, claims, damages, liabilities, penalties, costs and expenses arising or resulting from any entry upon the Property by Buyer or Buyer's representatives, contractors, agents or employees. Buyer's obligations and liabilities under this Section 3(a) shall survive the expiration or termination of this Agreement.

(b) Buyer shall have a period of forty-five (45) days after the Agreement Date (the "Inspection Period"), in which to determine whether the condition and suitability of the Property are satisfactory to Buyer. If the Property is not satisfactory to Buyer, Buyer may elect not to purchase the Property by delivering written notice of termination to Seller on or before 5:00 p.m., Central Time, on the last day of the Inspection Period. Upon receipt of any such timely notice, this Agreement shall terminate and no party hereunder shall have any further rights or obligations under this Agreement other than those rights and obligations that are expressly stated to survive the termination of this Agreement. Following the Inspection Period, Buyer shall be deemed to have conducted a full and complete inspection of the Property and shall have no further right to terminate this Agreement pursuant to this Section 3(b). Except as required by law, Buyer shall not disclose the contents or results of any environmental assessment or study relating to the Property to any third party (including another governmental agency) at any time prior to the time that title to the Property is conveyed to Buyer.

4. Agreement Consideration. Buyer and Seller agree that Five Hundred and No/100 Dollars (\$500.00) of initial Earnest Money shall be deemed the "Agreement Consideration," which amount the parties bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement.

5. Conveyance of Property. Upon payment of the Purchase Price at Closing, Seller shall deliver to Buyer Seller's executed and recordable limited warranty deed conveying the Property to Buyer.

6. Title Evidence.

(a) It is a condition to Buyer's obligation to complete the purchase contemplated herein that title to the Property conveyed to Buyer be good, record and marketable fee simple title, free and clear of all liens, encumbrances, covenants, restrictions, easements, rights of way, except for the following ("Permitted Exceptions"):

(1) ad valorem real estate taxes and installments of governmental assessments for public improvements benefiting the Property, which are not delinquent; (2) zoning and building laws, ordinances, resolutions, and regulations; and (3) covenants, agreements, conditions, restrictions, reservations and other exceptions of record and all easements, rights-of-way and other matters of record or that would be shown on an accurate survey of the Property. Should the title evidence received by Buyer hereunder disclose that title to the Property is other than specified in the preceding sentence, then Buyer shall have the rights set forth in Section 6(c).

(b) Buyer shall obtain a title commitment to be issued to Buyer for an Owner's Policy of title insurance (the "Title Policy"). Such commitment shall be issued by a title company selected by Buyer and reasonably acceptable to Seller. The title commitment for the Property is referred to elsewhere in this Agreement as the "Title Commitment" and the title insurance company issuing the Title Commitment is referred to as hereinafter as the "Title Company."

(c) If Buyer objects to any item, exception or other matter shown on the Title Commitment, Buyer shall have until forty-five (45) days after the Agreement Date during which to notify Seller in writing of such objections (the "Title Objections"). Following the 30th day after the Agreement Date, Buyer shall have no further right to object to any item, exception or other matter shown on the Title Commitment, Buyer shall have no further right to terminate this Agreement pursuant to this Section 6(c). If the condition of Seller's title to the Property as disclosed by the Title Commitment is not as specified in this Section 6(a) above, Seller shall have a period of 30 days (the "Cure Period") from the date that Buyer notifies Seller of such nonconformity or other objections to title, within which to eliminate or otherwise remedy any such defects of title, objectionable liens, encumbrances or other matters shown in the Title Commitment, and obtain from the Title Company an endorsement or amendment to the Title Commitment reasonably satisfactory to Buyer pursuant to which the Title Company agrees to remove the exceptions for each such defect and objectionable lien, encumbrance or other matter from the owner's policy to be issued pursuant to the Title Commitment. If Seller fails or refuses within the Cure Period (a) to eliminate any such objectionable lien, encumbrance or other matter or remedy any such defect, and (b) to obtain an endorsement or amendment deleting such matters as exceptions in the Title Commitment and the Title Policy as aforesaid, Buyer shall have the option, exercisable

within ten (10) days from the expiration of the Cure Period, to waive such defects and to accept the status of the title subject to such title defects, liens, encumbrances and other matters and proceed with this Agreement, or give Seller written notice of termination. If Buyer fails to give such notice before expiration of such ten (10) day period, Buyer will be deemed to have elected to terminate this Agreement. In the event that Seller is unable or unwilling to eliminate or cure any such title defect or objectionable lien, encumbrance or other matter or to obtain an endorsement deleting such matters, the provisions of this Section 6(c) shall be Buyer's sole remedy for Seller's inability to convey title as required by this Agreement by reason of those matters, it being understood that Seller shall have no obligation to cure any title defects. If this Agreement is terminated pursuant to this Section 6(c), both parties are released from all liabilities and obligations under this Agreement and neither party shall be entitled to any damages or any other relief, on account of any alleged breach of subsections 6(a), (b), or (c), and Escrow Agent shall pay the Earnest Money to Buyer.

(d) Seller agrees that subsequent to the Agreement Date it will not place against the Property or cause to be created any liens or other encumbrances that affect the Property.

7. The Closing. The sale and purchase of the Property (the "Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at City Hall, 5211 Maryland Way, Brentwood, Tennessee, or such other location as the parties may agree on the date that is thirty (30) days after the expiration of the Inspection Period, which date is herein called the "Closing Date."

(a) Possession of the property is to be given as agreed in the attached and incorporated Temporary Occupancy Agreement.

(b) At the Closing, the following actions shall be taken and shall be deemed to occur simultaneously:

(i) Deliveries By Seller. Seller shall deliver to Buyer:

(A) Seller's duly executed and acknowledged transferable and recordable Warranty Deed, subject to the Permitted Exceptions and subject to any lien or other title exceptions created by reason of the acts or the omissions of Buyer;

(B) An owner's affidavit, consistent with a warranty deed, as to any mechanics liens, persons in possession and unrecorded agreements;

(ii) Deliveries by Buyer. Buyer shall deliver to Seller the Purchase Price (less all credits adjustments and prorations) due at the Closing in accordance with this Agreement;

(iii) Deliveries By Buyer and Seller. Seller and Buyer shall jointly execute and deliver to each other (1) all licenses, governmental letters, permits and all approvals related to said parcels, if any and (2) all construction guaranties and manufacturers' warranties or similar contract rights in favor of Seller, if any.

(c) Except as otherwise set forth hereinafter, if the transaction contemplated by this Agreement is consummated, the following items shall be paid, prorated or adjusted as of 12:01 a.m. on the Closing Date ("Proration Date"), in the manner hereinafter set forth:

(i) All real estate taxes and all personal property taxes due and owing as of the Proration Date, and all installments of assessments for public improvements or other matters or facilities which constitute a lien against the Property as of the Proration Date and which are due and payable prior to the Proration Date and all penalties and interest thereon shall be paid by Seller on or before the closing.

(ii) Real estate taxes and current installments of assessments not yet due and owing as of the Proration Date shall be prorated as of the Proration Date upon the tax year of the applicable taxing authority so that the portion of the prorated taxes allocable to the period from the beginning of each tax year through the Proration Date shall be credited to Buyer and the portion of the current taxes allocable to the portion of such tax year following the Proration Date to the end of such tax year shall be the responsibility of Buyer. The adjustment shall be predicated upon most recently available tax bills or actual rates and assessments, provided that such real estate taxes shall be reprorated forthwith upon Buyer's receipt of the actual tax bill or bills for the tax year or tax years in question.

(iii) Seller shall pay all costs and be responsible for all expenses, liabilities (actual or contingent), claims and obligations incurred, accrued or arising prior to the Proration Date in connection with the ownership, management, operation, repair, or maintenance of the Property. Buyer shall pay all costs and be responsible for all expenses, liabilities (actual or contingent), claims and obligations incurred, accrued or arising after the Proration Date in connection with the ownership, management, operation, repair or maintenance of the Property.

(iv) Buyer shall bear and pay all title examination fees, title insurance premiums for the Title Policy. Buyer shall also pay all title insurance premiums and charges for any endorsements to the Title Commitment or the Title Policy issued pursuant thereto, or premiums for any loan title policy for the Property, all county, state and municipal documentary stamps, conveyance, and all recording or transfer fees or taxes on the sale and conveyance contemplated hereunder.

(v) All other items which are customarily prorated in transactions similar to the transaction contemplated hereby, and which were not heretofore dealt with, will be prorated as of the Proration Date.

(d) All prorations shall be calculated on the basis of a 365-day year. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Proration Date, then the same shall be calculated within thirty (30) days after the Proration Date and either party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

8. Representations, Warranties and Covenants of Seller.

(a) Seller hereby represents and warrants to Buyer that Seller has the legal right to execute this Agreement and all documents executed by Seller which are to be delivered to Buyer as part of this transaction, and at the Closing all documents are or at the time of delivery will be duly authorized, executed, and delivered by Seller and are or at the time of delivery will be legal, valid, and binding obligations of Seller, and do not and at the Closing will not violate any provisions of any agreement to which Seller is a party or to which it is subject.

(b) From and after the Agreement Date, through the time of Closing, Seller shall cause the Property to be maintained in accordance with the standards of maintenance currently being applied with respect to the Property and Seller shall keep in full force and effect the existing fire and extended or "all risk" insurance coverage on the Property and public liability insurance with respect to damage or injury to persons or property occurring on the Property in not less than the amounts maintained by Seller as of the Agreement Date and Seller shall not enter into any new contracts, leases or other agreements that would affect the Property subsequent to Closing without Buyer's prior written consent.

(c) Seller covenants and represents that no current lease or lease obligation to a third party exists on the property.

9. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that Buyer is a municipality, duly organized and validly existing under the laws of the State of Tennessee; this Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of delivery will be duly authorized, executed, and delivered by Buyer and are or at the time of delivery will be legal, valid, and binding obligations of Buyer, and do not and at the Closing will not violate any provisions of any agreement to which Buyer is a party or to which it is subject.

10. Loss by Fire or Other Casualty; Condemnation.

(a) In the event that, prior to Closing, condemnation proceedings are commenced against the Property, Buyer shall have the right, exercisable by giving notice of such decision to Seller and Escrow Agent within 15 days after receiving written notice of such condemnation proceedings, to terminate this Agreement, in which case Escrow Agent shall return the Earnest Money to Buyer and neither party shall have any further rights or obligations under this Agreement other than those rights and obligations that are expressly stated to survive the termination of this Agreement. If Buyer elects to accept the Property in its then condition, all proceeds of condemnation awards payable to Seller by reason of such condemnation shall be paid or assigned to Buyer.

(b) In the event that prior to Closing, the Property, or any part thereof, is destroyed or damaged by fire or other casualty, Buyer shall not have the right to terminate this Agreement. In the event of said destruction or damage, Buyer and Seller shall conduct the Closing of this transaction in accordance with the terms and conditions of this Agreement. At the Closing, the proceeds of any insurance policies regarding the Property, if any, shall be assigned by the Seller to the Buyer.

11. Default and Termination.

(a) If Seller defaults in any material respect in the performance of any of the Seller's obligations under this Agreement for any reason other than the Buyer's default, then Buyer may either (as its sole and exclusive remedy) (i) terminate this Agreement by delivering written notice thereof to Seller or (ii) sue Seller for specific performance.

(b) If the Buyer defaults in any material respect in the performance of any of the Buyer's obligations under this Agreement for any reason other than the Seller's default, then Seller may (as its sole and exclusive remedy) (i) terminate this Agreement by delivering written notice thereof to Buyer and Seller shall retain the Agreement Consideration of five hundred dollars (\$500) as liquidated damages in full.

12. Miscellaneous.

(a) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when actually delivered if given by hand delivery, transmitted by facsimile and followed by an original by U.S. Mail, transmitted by overnight courier service, or, if mailed, when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt required; provided that the same is delivered to or addressed as follows:

Buyer: City of Brentwood, Tennessee
Attention: Kirk Bednar, City Manager
5211 Maryland Way, Brentwood, TN 37027
Telephone: (615) 371-0060
kirk.bednar@brentwoodtn.gov

Seller: Gail E. Abrams
9551 Split Log Road
Brentwood, TN 37027
Telephone: (615) 459-6420
Sweetfrog2012@gmail.com

or such other address as either party may from time to time specify in writing to the other.

(b) Broker's Commission. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who will claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes his or her claim shall be responsible for such commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

(c) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns; provided that Buyer may not assign this Agreement or any of its rights hereunder without the prior consent of Seller, which consent shall not be unreasonably withheld.

(d) Amendments and Terminations. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Buyer.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

(f) Merger of Prior Agreements. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

(g) Enforcement. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

(h) Captions. Captions and paragraph headings are for convenience of reference only, and shall not be used in connection with the construction or interpretation of any provision of this Agreement.

(i) Entire Agreement. This Agreement contains the entire agreement of the parties relating to the property and there are no other agreements or understandings, written or oral concerning the same.

(j) Time. Time is of the essence in this Agreement.

(k) Execution. The presentation of this Agreement for review by Buyer does not constitute an offer on the part of Seller to enter into the transactions described herein and this Agreement will become effective and legally binding only when it has been signed by a duly authorized officer or representative of each of the parties and delivered to the other party.

(l) Counterparts. This Agreement may be executed in any number of counterparts.

(m) Business Day. If the final day for any period defined in this Agreement, (for example, the Inspection Period or the Closing Date) occurs on a date that is a Saturday, Sunday or bank holiday, then the actual final day for any such period shall be the next business day.

[The remainder of this page intentionally left blank. Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

Gail E. Abrams

By: Gail E. Abrams
Gail E. Abrams

BUYER:

City of Brentwood, Tennessee

By: Jill Burgin
Jill Burgin, Mayor

ATTEST:

Holly Earls
By: Holly Earls, City Recorder

STATE OF NEW YORK)

COUNTY OF ^{ONEIDA} ~~MADISON~~)

: SS

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **GAIL E. ABRAMS** with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, that they have executed the within and foregoing instrument for the purposes therein contained.

Witness my hand and seal this 24th day of August, 2018.

Stacy A. Beecher
Notary Public

STACY A. BEECHER
Notary Public, State of New York
Registration No. 01BE6265248
Qualified in Otsego County
Commission Expires July 9, 2020

Page 11 of 13

STATE OF TENNESSEE)

: SS

COUNTY OF WILLIAMSON)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **JILL BURGIN** with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, that they have executed the within and foregoing instrument for the purposes therein contained.

Witness my hand and seal this 18th day of October, 2018.

Margie Sparks
Notary Public

My Commission Expires: 8-4-2020

(SEAL)



EXHIBIT A

TO REAL ESTATE PURCHASE AND SALE AGREEMENT

Description of the Land

Land in Williamson County, Tennessee, being all of Lot No, 1 of 2.00 acres, more or less, on the Plan of James H. Cawthon Minor Subdivision Plat, of record in Plat Book 19, Page 149, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete and accurate description.

Being the same property conveyed to James Daniel Cawthon and wife, Andrea Kimberly Cawthon by Quitclaim Deed from James H. Cawthon and wife, Bartha Cawthon, dated 06/14/1994 recorded 06/15/1994, of record in Book 1205, Page 105, in the Register's Office for Williamson County, Tennessee; and conveyed to Gail E. Abrams by Warranty Deed from James Daniel Cawthon and wife, Andrea Kimberly Cawthon, dated 05/30/2017 recorded 06/20/2017, of record in Book 7104, Pages 360-361, in the Register's Office for Williamson County, Tennessee.

Jedd Moore PLLC

WARRANTY DEED

THIS INDENTURE, made and entered into as of the **20th day of November, 2018**, by and between **Gail E. Abrams, unmarried**, party of the first part, and **City of Brentwood, Tennessee**, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of **Williamson**, State of **Tennessee**:

Lot 1, James H. Cawthon Minor Subdivision, as shown on plat of record at Plat Book 19, Page 149, in the Register's Office of Williamson County, Tennessee to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to the party of the first part by Warranty Deed of record at Book 7104, Page 360 in the Register's Office of **Williamson County, Tennessee**.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that he is lawfully seized in fee of the aforescribed real estate; he has a good right to sell and convey the same; that the same is unencumbered, EXCEPT 2019 City of **Brentwood** and 2019 **Williamson** County real estate taxes, which the party of the second part hereby assumes and agrees to pay; Subdivision Restrictions, Building Lines and Easements of record at Plat Book 19, Page 149; Easements of record at Book 1287, Page 201; Book 4410, Page 495; Book 732, Page 813; and Book 873, Page 721; Agreed order of possession and dismissal of record at Book 5087, Page 94, as amended by amended order of possession and final order of record at Book 5867, Page 879, all in the Register's Office of Williamson County, Tennessee; Right, title and interest of others in and to that portion of the Land occupied by a cemetery; and the right of ingress and egress to the cemetery located on the land from a public road; and that the title and quiet possession thereto he will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according in their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

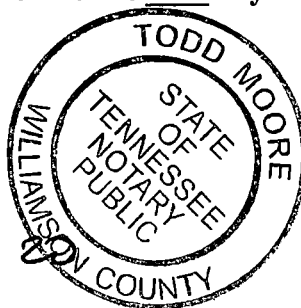
Gail E. Abrams
Gail E. Abrams

Tennessee
 STATE OF Williamson
 COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Gail E. Abrams** to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and who acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 19th day of November, 2018.


 Notary Public



My Commission expires:

10/3/20

(FOR RECORDING DATA ONLY)

Property Address:
 9551 Split Log Rd.
 Brentwood, TN 37027

This conveyance is tax except pursuant to
 T.C.A. Subsection 67-4-409(f)

Property Owner:
 City of Brentwood, Tennessee
 5211 Maryland Way
 Brentwood, TN 37027

Ward, Block & Parcel Number:
055-026.05

Mail tax bills to:
 City of Brentwood, Tennessee
 5211 Maryland Way
 Brentwood, TN 37027

THIS INSTRUMENT PREPARED BY,
 AND WHEN RECORDED, RETURN TO:
 Bryan K. Smith, Attorney
 Pietrangelo Smith PLC
 6410 Polar Ave., Ste 710
 Memphis, TN 38119
 PSPLC No. 18247
 CTIC No. 7276835

BK: 7513 PG: 677-678
18046506



2 PGS:AL-DEED	
571102	
11/29/2018 - 11:45 AM	
BATCH	571102
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
 REGISTER OF DEEDS

Williamson County Property Assessment Database

Property Details for: 9551 SPLIT LOG RD

County Number 94

Current Tax Year 2019

Property Owner and Address

Owner CITY OF BRENTWOOD

Address 5211 MARYLAND WAY STE 202
BRENTWOOD, TN 37027-0000

Property Location

Address 9551 SPLIT LOG RD

DI	16	Map	055	Group	
Ctrl	055	Parcel	02605	PI	SI 000

Value Information

Valuation Year 2019

Market Appraisal

Land Market Value	\$0
Improvement Value	\$0
Total Market Appraisal	\$0

Assessment % exempt

Assessment \$0

General Information

Lot Dimensions	0.0 × 0.0	Legal Acreage	2.0000
Property Class	102 City		
City	Brentwood (086)		
Subdivision & Lot	1., lot 001	Plat Book & Page	Book: 19, Page: 149

Building Information

No buildings on record

Features

Feature Type	Description	Building
Attached Garage	528	R01

Sales Information

Sales Date	Price	Deed Book	Deed Page
2018-11-20	\$0	7513	677
2017-05-30	\$508,000	7104	360

JILL BURGIN
MAYOR
MARK GORMAN
VICE MAYOR
KIRK BEDNAR
CITY MANAGER



COMMISSIONERS
BETSY CROSSLEY
ANNE DUNN
RHEA E. LITTLE, III
REGINA SMITHSON
KEN TRAVIS


City of Brentwood

Planning & Codes Department

PLANNING AND CODES DEPARTMENT MEMORANDUM 2019-07

TO: Honorable Mayor and City Commission Members

THROUGH: Kirk Bednar, City Manager

FROM: Jeff Dobson, Planning and Codes Director 

SUBJECT: **ORDINANCE 2019-02 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, BY CHANGING THE PRESENT ZONING CLASSIFICATION FOR CERTAIN PROPERTY LOCATED AT 9551 SPLIT LOG ROAD, FROM THE R-2 (SUBURBAN RESIDENTIAL) ZONING DISTRICT TO THE SI-3 (SERVICE INSTITUTION – CULTURAL, RECREATIONAL AND GOVERNMENTAL) ZONING DISTRICT, SAID PROPERTY 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**

DATE: March 4, 2019

At its March 4, 2019 regular meeting, the Planning Commission voted ten for and zero against (10-0) to forward a recommendation of approval of Ordinance 2019-02 to the Board of Commissioners.

Brentwood City Commission Agenda

Meeting Date: 03/11/2019

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 February 25, 2019 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, February 25, 2019 at 7:00 pm at Brentwood City Hall.

Present: Mayor Jill Burgin; Vice Mayor Mark Gorman; Commissioner Betsy Crossley; Commissioner Anne Dunn; Commissioner Regina Smithson; Commissioner Ken Travis

Absent: Commissioner Rhea Little

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

Commissioner Smithson led the Invocation. The Pledge of Allegiance was led by Commissioner Travis.

Approval or Correction of Minutes

February 11, 2019

Moved by Commissioner Betsy Crossley for approval of the minutes as written, seconded by Commissioner Anne Dunn

Vote: 6 - 0 Approved - Unanimously

Consent Agenda

Resolution 2019-13 - A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE DEDICATION OF A UTILITY EASEMENT THROUGH PROPERTY BELONGING TO CMT PROPERTIES, LP, TO FACILITATE THE DEVELOPMENT OF THE OMAN PROPERTY LOCATED AT 900 FRANKLIN ROAD, for adoption

Resolution 2019-17 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CLEMENTS LAWN SERVICE FOR RIGHT-OF-WAY MAINTENANCE, for adoption

Resolution 2019-18 - A RESOLUTION ACCEPTING CERTAIN NEWLY COMPLETED STREETS WITHIN THE CITY LIMITS AS PUBLIC STREETS, for adoption

Resolution 2019-19 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH INNOVATIVE PRECISION TECHNOLOGY FOR SOUND PRODUCTION SERVICES FOR THE 2019 BRENTWOOD SUMMER CONCERT SERIES AT CROCKETT PARK, for adoption

Approval to purchase replacement vehicle for the Police Department

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

Vote: 6 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:19 pm.

APPROVED: _____

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

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 03/11/2019

Resolution 2019-20 - Revisions to the Retention Schedule for Official Records of the City of Brentwood

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Resolution 2019-20 - Approval of revisions to the Retention Schedule for Official Records of the City of Brentwood

Background

In 2007, the Board of Commissioners adopted a retention schedule to establish appropriate periods for retaining various types of official records of the City. At the end of a record's retention period, the City may dispose of the record. Revisions to the retention schedule were adopted in 2009 and 2015.

The City's retention schedule is based largely on a records retention manual created by the University of Tennessee's Municipal Technical Advisory Service (MTAS). Tennessee Code Annotated Section 10-7-702 required MTAS to publish its manual as a guide to municipalities; however, the City's records retention schedules includes some types of records that are not addressed in the MTAS manual. For example, MTAS does not specifically recommend a retention period for CCTV traffic monitoring camera recordings.

Due to the expense and impracticability of maintaining large volumes of video recordings for a long period, staff recommends that the City's records retention schedule be revised to add a provision covering recordings from the City's CCTV traffic monitoring cameras and providing that the recordings shall be maintained for a period of four (4) days.

A complete copy of the retention schedule with the proposed revision is attached. (See page 8, section D-4.)

Staff Recommendation

Staff recommends approval of the attached resolution authorizing revisions to the Retention Schedule for Official Records for the City of Brentwood.

Previous Commission Action

The Board of Commissioners adopted Resolution 2007-10 on February 26, 2007 which initially established the Retention Schedule for Official Records of the City of Brentwood, Tennessee.

The Board of Commissioners adopted revisions to the Retention Schedule on February 9, 2009 by Resolution 2009-12 and November 9, 2015 by Resolution 2015-73.

Fiscal Impact

Amount : N/A

Source of Funds:

Account Number:

Fiscal Impact:

Attachments

Resolution 2019-20

Revised Records Retention Schedule

RESOLUTION 2019-20

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO ADOPT
REVISIONS TO THE RETENTION SCHEDULE FOR OFFICIAL RECORDS
OF THE CITY OF BRENTWOOD**

WHEREAS, the Board of Commissioners adopted the Retention Schedule for Official Records of the City of Brentwood, Tennessee, pursuant to Resolution 2007-10, and subsequently adopted revisions to said Retention Schedule, pursuant to Resolution 2009-12 and Resolution 2015-73; and

WHEREAS, certain revisions are proposed to the Retention Schedule for Official Records of the City of Brentwood, Tennessee in regards to CCTV traffic monitoring camera recordings.

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

SECTION 1. That the revised Retention Schedule for Official Records of the City of Brentwood, Tennessee, attached hereto as Attachment A, is hereby adopted.

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

MAYOR

Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

Retention Schedule for Official Records of the City of Brentwood, Tennessee

As Adopted by the Board of Commissioners
February 26, 2007

Revised – February 9, 2009

Revised – November 9, 2015

Revised – March 11, 2019

**RETENTION SCHEDULES
TABLE OF CONTENTS**

A.	Courts.....	3
B.	Elections.....	5
C.	E-Mail	7
D.	Engineering	8
E.	Finance.....	10
F.	Fire	16
G.	Fleet Services.....	20
H.	General Administration.....	21
I.	Permits	26
J.	Personnel	27
K.	Planning and Zoning	40
L.	Police.....	42
M.	Property Tax.....	45
N.	Purchasing	49
O.	Recreation and Parks.....	50
P.	Utilities (Billing and Collection).....	51
Q.	Utilities (Operation and Maintenance.....	53
R.	Utilities (Wastewater and Water Records).....	54

A. COURTS

Description of Record	Retention Period	Legal Authority/Rationale
A-1. Affidavit of Complaint. A written statement alleging that a person has committed an offense and alleging the essential facts instituting the offense charged made upon oath before a magistrate or court clerk.	* Permanent record.	T.C.A. § 18-1-202(a).
A-2. Bond Books, Miscellaneous. Receivers', appearance, cost, etc., bonds, showing names of principal and sureties, style of case, amount and date of bond, condition of the obligation, and signatures of principal and sureties.	* Retain 10 years after release, replacement, or expiration of all bonds in book.	T.C.A. § 18-1-202(a).
A-3. Briefs, Civil Cases. Statements of the case, legal theory and arguments for a party in a case.	* Maintain for 3 years after final disposition of the case, then destroy after notice is given to parties.	Notice permits parties to retrieve records. T.C.A. § 18-1-202(b).
A-4. Citation. A demand that the defendant cited appear in court at a stated time to answer to a misdemeanor or civil offense charge. The citation states the name and address of the person cited, the name of the issuing officer, and the offense charged.	* Permanent record.	Original process must be kept permanently. T.C.A. § 18-1-202(a).
A-5. Court Reinstatement Payment Verification and Summary Report from Department of Safety.	Maintain for 2 years.	
A-6. Distress Warrants and Warrant Stubs. Original warrants and warrant stubs issued against persons, showing name and address of person for whom warrant is issued, date of issue, amount of tax due, fees, and penalties.	If court action results, retain until final settlement of case; if no court action, retain 5 years.	Keep for audit purposes.

**Indicates a mandatory retention period based on state or federal law.*

A. COURTS

Description of Record	Retention Period	Legal Authority/Rationale
A-7. Drug Fund/Officer Fee Reports. Received from County Clerk.	Retain 2 years.	
A-8. Executions. Writs or orders providing that an act or course of conduct be carried out.	*Retain 10 years after issuance.	T.C.A. § 18-1-202(a).
A-9. Habeas Corpus, Writs of. Writs issued to change the place of trial, to move from custody of one court to another, directing that a detained person be produced, etc.	*Permanent record.	Original process must be kept permanently. T.C.A. § 18-1-202(a).
A-10. Judge's Opinions. Statements by the judge of the decision reached in regard to a cause heard before him relating the law as applied to the case and giving reasons on which the judgment is based.	*Permanent record.	T.C.A. § 18-1-202(a).
A-11. Litigation Tax Reports. A record of all state and city litigation taxes collected by the clerk showing number of cases and amount received.	Retain 10 years after last entry.	Keep for audit purposes.
A-12. Minute Books and Indexes(Court Docket). Minutes show the course and proceedings in all cases from their origin to termination, giving name of defendant, offense charged, date of trial, verdict, and sentence of the court (all transactions of the court).	Permanent record.	Necessary for use of other permanent records.
A-13. Mittimuses. Commitments to jail, showing name of person committed, offense charged, name of prosecutor, amount of bail, date, and signature of clerk of the court.	*Retain 10 years.	T.C.A. § 18-1-202(a).

A. COURTS

Description of Record	Retention Period	Legal Authority/Rationale
A-14. Processes Served, Record of. Record of warrants, capiases, summonses, and other papers served.	Retain 3 years after last entry. Note: Do not confuse this record with original process that must be kept as a permanent record to comply with T.C.A. § 18-1-202(a).	Keep for audit purposes.
A-15. Receipts for Papers. Record of all files and papers removed from the office, showing date and by whom taken, and date returned.	Retain until all files and papers are returned.	Working papers as defined in T.C.A. § 10-7-301(14).
A-16. Search Warrants. A written order issued in the name of the state and directed to a law enforcement officer commanding him to search a specific house, business establishment, or other premises.	*Retain 10 years.	T.C.A. § 18-1-202(a).
A-17. Subpoenas. Copies of summonses to appear in court as witnesses in lawsuits, showing name of person summoned, day and hour to appear, in whose behalf, and signature of the clerk.	* In criminal cases, retain 10 years. *In civil cases, retain 3 years.	T.C.A. § 18-1-202.
A-18. Summonses. A writ notifying a person that a court action has been commenced against him and that he is required to appear on a day named and answer the complaint in such action.	*Permanent record.	T.C.A. § 18-1-202(a).
A-19. Trial Exhibits and Evidence. Any evidence and exhibits presented at trial that become part of the record of the case.	*Retain 10 years after final judgment, unless local rule of court provides for a different retention period.	T.C.A. § 18-1-202(a).
A-20. Unclaimed Funds, Record of. Record of funds in hands of clerk unclaimed for 7 years and turned over to state, showing style of case, case number, respondent, and amount.	Retain 10 years.	Keep record for audit purposes and a reasonable period to allow interested parties to make inquiries.

* Indicates a mandatory retention period based on state or federal law.

B. ELECTIONS

Description of Record	Retention Period	Legal Authority/Rationale
B-1. Election Results.	Permanent record.	Has historical significance.

C. E-MAIL

Description of Record	Retention Period	Legal Authority/Rationale
C-1. Spam and other E-mails that will not be relevant to any litigation	May be discarded immediately.	No requirement for retention.
C-2. E-mails relative to contracts	Retain 7 years or until expiration of guarantees.	Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109.
C-3. E-mails that might be relevant to tort litigation	Retain 2 years.	Based on statute of limitation for tort action plus 1 year.
C-4. E-mails relative to personnel status of employees	Retain 5 years.	Various statutes of limitations and requirements in differing statutes.
C-5. Other E-mails	Retain based upon subject matter (see other provisions in the retention schedule) or 5 years, whichever is longer, but appraise for continuing usefulness or historical value.	Maintain for reasonable time in case of continued action.

D. ENGINEERING

Description of Record	Retention Period	Legal Authority/Rationale
D-1. Aerial Photographs. Aerial photographs of flyovers. Negatives may be available at the state Department of Transportation's photographic lab.	Permanent record.	Keep for operational purposes through reappraisal appeals process and greenbelt re-certification appeal period. This record series has a high historical and archival value and should be preserved for those reasons.
D-2. Bridge and Street Project Files, Federal, State and Local. Project files, including contracts and invoices.	Retain 7 years after completion of project.	Based on statute of limitations for legal actions for breach of contract plus one year. T.C.A. § 28-3-109.
D-3. Building Plans. Blueprints and specifications for all municipal buildings including school buildings.	Retain for the life of the building (plus additional time if litigation could arise from a building's early demise). Consider donating to archive.	Necessary for maintenance and operation of physical plant.
D-4. CCTV Traffic Monitoring Camera. Video recordings of street traffic activity.	Retain 4 days.	Retention for periods longer than 4 days is necessary only when records will be needed for continuing investigative purposes, legal proceedings, or traffic related studies.
D-5. City Street List. Record of all streets under the control of the city.	Permanent record.	Necessary for street regulation and maintenance and to protect street department from allegations of working on private property.
D-6. Complaints. Citizen service request for maintenance and repair issues.	Retain 5 years.	Could constitute notice of unsafe condition.
D-7. Deeds, Easements, Highway Rights-of-way, etc. Instruments of conveyance of interests in real property. Shows signature of property owner, date, width of easement, and name of road.	Permanent record in city recorder's office.	Recorded copy is necessary to preserve city property rights. City should retain its own copy as a record of its property rights.
D-8. Maps and Map Books. City and civil district maps as well as single parcel maps (not part of subdivision).	Permanent record.	Keep for historical purposes.

D. ENGINEERING

Description of Record	Retention Period	Legal Authority/Rationale
D-9. Ownership Maps and Index, Rural and Urban. These maps reflect the status of real property as of January 1 of each year.	Retain only current and one previous generation of ownership maps and indexes. Older generations of photographs may be removed from the office but if removed, should be transferred to an archive or library.	Useful in office for tracking property changes and as evidence in challenges to tax sales. This record series has a high historical and archival value and should be preserved for those reasons.
D-10. Plats, Plat Books, Surveyors' Books and Indexes. Drawings of subdivisions, cemeteries, utilities, city lots and street improvements showing name of subject, date drawn, boundaries, scale used, location, name of engineer making survey, name of draftsman, and register's certificate of registration.	Permanent record.	Necessary for maintenance and operation of city infrastructure. Eligible for recordation. T.C.A. § 13-3-402.
D-11. Sign Inventory. List of all traffic signs and traffic signals in the city.	Retain a current copy at all times.	Necessary to track inventory and maintenance of signs.
D-12. Underground Utilities, Location of. Record of location of all underground utilities maintained by the city.	Permanent record.	Necessary for maintenance and operation of city infrastructure NOTE: Under T.C.A. § 65-31-105, the city must record location of utilities with county, listing where the facilities are located and the name, title, address, and telephone number of the operator's representative. The county keeps this record permanently.
D-13. Work Orders. For repair and maintenance of streets, traffic signs, traffic signals, and utilities.	Retain 5 years.	Evidence in lawsuit.

E. FINANCE

Description of Record	Retention Period	Legal Authority/Rationale
E-1. Accounts Paid Files and Ledgers. Paid invoices filed by vendor showing company, date, amount, date paid, and invoice number. Ledgers show name of vendor, amount of each invoice, amount paid on each account, and amount outstanding.	Retain 7 years.	Based on statute of limitations for legal actions for breach of contract plus one year. T.C.A. § 28-3-109.
E-2. Accounts Payable.	Retain 10 years.	Recommendation of the comptroller set forth in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> .
E-3. Accounts Receivable.	Retain 10 years.	Recommendation of the comptroller set forth in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> .
E-4. Annual Reports to City Officials. Submitted by city departments, boards, or agencies.	Permanent record.	Keep for historical purposes.
E-5. Appropriation Ordinance or Resolution. Record of appropriations made by the municipal legislative body for maintenance of city offices and departments, and for payment of claims against the city, showing date of meeting, date claim filed, to whom payable, nature of claim or purpose of appropriation, and amount.	Permanent record.	Keep for audit and historical purposes.
E-6. Audit Reports. All audit reports relative to city finances. Audit reports show name of office, name of fund or account, account of all receipts and disbursements, date of audit, and signature of auditor.	Permanent record.	Recommendation of the comptroller set forth in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> . Record has high historical value. NOTE: T.C.A. § 6-56-104 requires the city to place a copy of the audit in the main branch of the public library.

E. FINANCE

Description of Record	Retention Period	Legal Authority/Rationale
E-7. Bank Deposit Books. Bank books showing name and location of bank, and amounts and dates of deposits.	Retain 6 years plus 1 year after last entry.	Based on statute of limitations for legal actions for breach of contract plus one year. T.C.A. § 28-3-109.
E-8. Bank Deposit Slips. Slips showing name and location of bank, and amounts and dates of deposits.	Retain 7 years.	Based on statute of limitations for legal actions for breach of contract plus one year. T.C.A. § 28-3-109.
E-9. Bank Statements. Statements showing name and location of bank, and amounts and dates of deposits, amounts and dates of check withdrawals, and running balance.	Retain 7 years.	Based on statute of limitations for legal actions for breach of contract plus one year. T.C.A. § 28-3-109.
E-10. Bids, On Equipment and Supplies. Records showing bidder's name, complete description of item(s), delivery date, amount of bid, and any correspondence with the bidder. Include record of unsuccessful bids in this file.	Retain 7 years after contract expires.	Based on statute of limitations for legal action based on breach of contract plus one year. T.C.A. § 28-3-109.
E-11. Bonded Indebtedness, Record of. Register book shows bond issue, date, and amount set up by year; as bonds and coupons are returned, these are shown in the book. Other records include the trust indenture, loan agreements, bond counsel opinion, documentation on expenditure of bond proceeds, copies of management contracts and research agreements, documentation of all sources of payment or security for the bonds, and documentation of investment of bond proceeds. Other records may also include documentation specific to any single and multi-family housing bonds and small issue industrial development bonds.	Bonds and coupons may be destroyed after the audit is complete for the fiscal year during which the bonds were duly paid and canceled.	Based on procedures established in T.C.A. § 9-21-123. T.C.A. § 28-3-113.

E. FINANCE

Description of Record	Retention Period	Legal Authority/Rationale
E-12. Budget Records and Reports. These pertain to the general fund and street fund, debt service fund, and general purpose school fund and all other city funds. They show anticipated revenues, anticipated expenditures for the year, and fund balance at the end of the year.	The annual budget is preserved permanently in city legislative body minutes. Retain other budget records and reports 5 years.	Keep for audit purposes.
E-13. Canceled Checks. Canceled checks showing date check issued, name of bank on which drawn, check number, to whom payable, purpose of payment, amount of check, and date canceled.	Retain 7 years.	Based on statute of limitations for legal action for breach of contract plus one year. T.C.A. § 28-3-109.
E-14. Cash Journals. Record of all receipts and disbursements as distributed to various city accounts, showing date of entry, amount, source of receipt or purpose of payment, amount of debit or credit, and name of account credited or charged.	Permanent record.	Recommendation of the comptroller set forth in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> . Comptroller's office considers this record important for demonstrating patterns in investigations of misappropriation of funds. Prior to the advent of general budgetary practices, the <i>Recorder's Cash Journal</i> was the best record for tracking the total revenue stream of the city and has historical value. For this reason, older records should be kept permanently.
E-15. Cash Reconciliation Report. Shows balances at beginning of month, outstanding checks, cash balances, checks issued during month, checks paid, cash and outstanding checks at end of the month.	Retain 1 year after audit.	Keep for audit and review purposes.
E-16. Check Books. Books containing stubs of checks issued by the Recorder showing check number, date issued, name of payee, amount, and purpose of payment.	Retain 7 years after date of last check.	Based on statute of limitations for legal actions for breach of contract plus one year. T.C.A. § 28-3-109.

E. FINANCE

Description of Record	Retention Period	Legal Authority/Rationale
E-17. Check Stubs. From all city accounts and accounts of all its departments.	Retain 7 years.	Based on statute of limitations for legal actions for breach of contract plus one year. T.C.A. § 28-3-109.
E-18. Development and Proposal Files. Reports, planning memos, correspondence, studies, and similar records created for and used in the development of grant proposals submitted to state or federal agencies and contracts relating to the grant.	Retain all unsuccessful applications for 5 years. Retain all records regarding grants that are received for life of grant plus 7 years.	Keep unsuccessful proposals in case of appeal or for administrative use in re-application. Keep records of grants received based on statute of limitations for contract actions. T.C.A. § 28-3-109.
E-19. Financial Reports to City Legislative Body. (1) General; (2) Final—Report gives information on different accounts, balances on last report, receipts, disbursements, commissions, transfers, balances on this report, totals, bank balances of city accounts in different banks, and classification of receipts (sources received from, e.g., state, local, etc.). Reports of street department chief administrative officer and other officials when required by law.	Permanent record.	These reports should be recorded in the minutes of the city legislative body. Permanent retention is recommended by the comptroller in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> .
E-20. General Ledger Accounts. Record of all receipts and disbursements for the various city accounts, showing date of entry, amount, source of receipt or purpose of payment, amount of debit or credit, and name of account credited or charged.	Permanent record.	Recommendation of the comptroller set forth in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> .

E. FINANCE

Description of Record	Retention Period	Legal Authority/Rationale
E-21. General (Miscellaneous) Receipt Ledgers. Record of funds received on general accounts, including such payments as state and city taxes, interest, fees, and penalties on delinquent taxes, showing date of payment, name of payor, amount, fund credited, and balance. This information is included in the journal package of most software in computerized cities. If stored electronically in compliance with electronic data processing standards, paper copy is not necessary.	Retain 7 years after last entry. If stored electronically, retain 7 years after date of creation of record.	Based on statute of limitations for legal actions for breach of contract plus one year. T.C.A. § 28-3-109.
E-22. Grant Documentation and Files. Records and materials regarding grants applied for and/or money received through state and federal grants.	Retain for life of grant plus 7 years.	Based on statute of limitations for legal actions for breach of contract plus one year. T.C.A. § 28-3-109.
E-23. Investment Ledgers. Surplus cash investments, rate of interest, date, and amount collected.	Retain 10 years.	Keep for audit purposes and to address arbitrage concerns.
E-24. Invoices. Original invoices, purchase orders, and requisitions used in purchasing goods.	Retain 7 years.	Based on statute of limitations for legal actions for breach of contract plus one year. T.C.A. § 28-3-109.
E-25. Miscellaneous Receipts from Other Offices Receiving Money, Records of. Records of receipts collected by other city offices and departments. Examples: fees collected by the ambulance service, building permits, etc.	Retain 7 years.	Based on statute of limitations for legal actions for breach of contract plus one year. T.C.A. § 28-3-109.

E. FINANCE

Description of Record	Retention Period	Legal Authority/Rationale
E-26. Receipt Books. Receipts for revenue collected, showing from whom received, date receipt given, receipt number, amount and purpose of payment, and account credited. Receipts may be or may have been issued for funds received from other city offices for payment of transfer tax, delinquent taxes, state funds, utilities tax, etc. Receipts may be loose rather than in books.	Retain 7 years after last entry. If stored electronically, destroy file 7 years after date of creation. Additional copies of the receipts that are not needed for any purpose are working papers that may be destroyed as soon as it is determined they are superfluous.	Based on statute of limitations for legal actions for breach of contract plus one year. T.C.A. § 28-3-109.
E-27. Sales Tax Reports. Report from the state showing total tax collection less cost of state collection. Report shows amounts distributed to incorporated municipalities.	Retain 10 years.	This record series is kept longer than the usual audit standard in case of a dispute regarding city/county distribution of revenues.
E-28. Travel Authorizations.	Retain 5 years.	Keep for audit purposes.
E-29. Unclaimed Funds, Record of. Record of funds in hands of official unclaimed for 7 years and turned over to state, showing information about source of funds and amount.	Retain 10 years.	Keep record for audit purposes and a reasonable period to allow interested parties to make inquiries.

F. FIRE

Description of Record	Retention Period	Legal Authority/Rationale
F-1. Arson Investigation Reports.	Retain 30 years or until the convicted perpetrator is released from prison, whichever is longer.	Keep for use if there is a new trial.
F-2. Bloodborne Pathogens/ Infectious Material Standard. Protects employees who may be occupationally exposed to blood or other infectious materials.	No retention period specified. Must be available to workers and kept current. * Retain for duration of employment plus 30 years. * Retain 3 years. * Retain 30 years.	Occupational Safety and Health Act (29 C.F.R. 1910.1030). Occupational Safety and Health Act (29 C.F.R. 1910.1020). Occupational Safety and Health Act (29 C.F.R. 1910.1030). Occupational Safety and Health Act (29 C.F.R. 1910.1020).
<ul style="list-style-type: none"> Written exposure plan Medical records Training records Employee exposure records 		
F-3. Burn Permits. Record of permission granted for open burning within the city limits.	Retain 2 years unless issued in conjunction with a building permit, in which case retain until certificate of occupancy granted.	General recommendation is based on statute of limitations for malicious burning plus one year. Recommendation for burn permits issued with building permits based on the increased likelihood of a lawsuit against the city before certificate of occupancy is granted.
F-4. Fire Incident Reports.	Retain 5 years. Consider donating to archive.	Keep to track history of property, loss claims, repeats. Retention term based on statutes of limitations for foreseeable causes of action.

**Indicates a mandatory retention period based on state or federal law*

F. FIRE

Description of Record	Retention Period	Legal Authority/Rationale
F-5. Fire Safety Inspection and Similar Reports. Reports made by the Tennessee Department of Insurance, Division of Fire Prevention, or local fire department showing date, name of inspector, location inspected, etc.	Retain current inspection report until a new inspection report is received, as a minimum. Retaining 3 years is recommended.	Keep for enforcement purposes. Keeping one generation back allows the department to show a history of inspection.
F-6. Firefighter Annual Certification of Fitness to Perform Job Functions.	*Retain until next certification completed to comply with OSHA. Retaining 3 years is recommended.	Required by OSHA. (29 C.F.R. 1910.156(b)(2)) and (29 C.F.R. 1910.135(m)). Department of Labor can request information going 3 years back. Retention allows the fire department to show a history of testing and compliance.
F-7. Firefighter Annual Facemask Fit Test Records.	*Retain until next certification completed to comply with OSHA. Retaining 3 years is recommended.	Required by OSHA. (29 C.F.R. 1910.156(f)) and (29 C.F.R. 1910.135(m)). Department of Labor can request information going 3 years back. Retention allows the fire department to show a history of testing and compliance.

E. FIRE

Description of Record	Retention Period	Legal Authority/Rationale
F-8. Material Safety Data Sheets (MSDS). Employers must have MSDS on file for each hazardous chemical they use and ensure copies are readily accessible to employees in their work area.	No specific time - must be maintained in a current fashion. *Retain for 30 years.	Occupational Safety and Health Act (29 C.F.R. 1910.1020(d)(1)(ii) (B)).
<ul style="list-style-type: none"> Employer must keep records of chemicals used, where they were used, when they were used and for how long. 		Occupational Safety and Health Act (29 C.F.R. 1910.1020(d)(1)(ii) (B)).
F-9. Medical Records of Patients in EMS Run Records. Patient's medical histories, reports, summaries, diagnosis, prognosis, records of treatment, medication, X-ray and radiology interpretation, physical therapy charts and lab reports.	Retain 10 years following discharge of patient or patient's death during treatment. For patients under mental disability or minority, records should be retained for period of minority or disability plus 1 year or 10 years following discharge, whichever is longer. X-ray film may be disposed of after 4 years when radiologist's interpretation is made.	T.C.A. § 68-11-305 and 68-140-519.
F-10. Physical/Medical Records. Complete and accurate records of all medical examinations required by OSHA law.	*Retain for duration of employment plus 30 years unless specific OSHA standard provides a different time period.	Occupational Safety and Health Act (29 C.F.R. 1910.1020).

**Indicates a mandatory retention period based on state or federal law.*

F. FIRE

Description of Record	Retention Period	Legal Authority/Rationale
F-11. Radio and Telephone Logs. Dispatching and telephone communications with outside agencies.	Retain 5 years.	Keep for use in defense of lawsuits. Retention term based on statutes of limitations for foreseeable causes of action.
F-12. Training Records.	Retain for duration of employment plus 3 years.	Proof of training for ISO and OSHA.
F-13. Vehicle and Equipment Maintenance Records.	Retain for life of vehicle or equipment.	Determination of replacement, proof of maintenance.

**Indicates a mandatory retention period based on state or federal law.*

G. FLEET SERVICES

Description of Record	Retention Period	Legal Authority/Rationale
G-1. Vehicle and Equipment Purchase and Maintenance Records.	Retain for life of vehicle or equipment.	Determination of replacement, proof of maintenance.

H. GENERAL ADMINISTRATION

Description of Record	Retention Period	Legal Authority/Rationale
H-1. Affidavits of Exemption from Business Licenses under T.C.A. § 67-4-712. Affidavits of blind persons or disabled former members of the armed services made for the purpose of obtaining free ad valorem or privilege license, showing duration of service, nature of disability, if any, amounts of affidavit, signature of affiant, and clerk's acknowledgment.	If license is granted, retain until expiration of license and 10 years thereafter; if license not granted, retain one year.	Keep for audit purposes. T.C.A. § 67-4-712(a)
H-2. Applications for Retail Liquor Store Certificate of Compliance	If application granted, retain for life of permit. If application denied, retain for 1 year past final action.	Retain successful applications for audit purposes. Retain denied applications to have available in case of appeal(s) under T.C.A. §§ 27-9-101 <i>et seq.</i>
H-3. Beer Applications and Permits. The application and permits issued to persons selling legalized beverages (beer), showing name of licensee, business address, date issued, permit number, and signature of Beer Board approving the issuance of the license.	Retain 5 years after permit is terminated.	Keep for audit purposes.
H-4. Beer Tax Reports and Receipts. Reports from wholesale beer distributors showing brands of beer, number of units sold, unit prices, and tax remitted. Receipts from money submitted should also be in file.	Retain 3 years.	Source documents must be kept by wholesalers and retailers for 2 years. T.C.A. § 57-5-206(b).
H-5. Business and Privilege Licenses. Original applications and licenses to engage in business or for exercising taxable privileges, showing name of applicant, kind of license, duration of license, date filed, and signature of applicant; fee/tax paid and license number.	Retain 5 years after license has expired.	Keep for audit purposes.

H. GENERAL ADMINISTRATION

Description of Record	Retention Period	Legal Authority/Rationale
H-5A. Business Tax Returns. Returns filed under the Business Tax Act under T.C.A. § 67-4-715.	Retain 7 years after January of the year in which the taxes accrue.	T.C.A. § 67-1-1501(a); <i>Westinghouse Electric Corp. v. King</i> 678 S.W. 2d 19 (Tenn. 1984).
H-6. Contracts. Contracts between the city and other contractors.	Retain 7 years after termination of contract if executed by City Manager. Permanent record if approved by Ordinance or Resolution and signed by Mayor.	Based on statute of limitations for breach of contract plus one year. T.C.A. § 28-3-109.
H-7. Contracts, Construction. Contracts between City and contractors for construction work, showing name of contractor, date, building specifications, and amount of consideration.	If executed by City Manager, retain 7 years or until expiration of guarantees. If no guarantees are involved, retain 7 years after completion of contract. Permanent record if approved by ordinance or resolution and signed by Mayor.	Based on statute of limitations for actions for breach of contract plus one year. T.C.A. § 28-3-109.
H-8. Correspondence Files (including E-mail). Correspondence with citizens and government officials regarding policy and procedures or program administration.	Generally retain 5 years but appraise for continuing administrative usefulness or historical value. If pertinent to any pending or threatened litigation, retain until final resolution.	Maintain for reasonable period of time in case of continued action related to the correspondence.
H-9. Deeds for City Properties, Copies of. Copies of warranty deeds.	Destroy when obsolete or when purpose of retention has been served.	Working papers as defined in T.C.A. § 10-7-301(14). Filed permanently with the county register of deeds.
H-10. Facility Inspection and Maintenance Records. Records documenting inspection of and repairs or improvements made to municipal buildings and structures.	Retain 5 years.	Possible significance in tort cases.
H-11. Fixed Assets. Comprehensive inventory of all fixed assets.	Retain 5 years after disposal of property.	Audit standard authorized by the Tenn. Admin. Rule 0520-1-2-.13.
H-12. General (Non-financial) Monthly to City Officials. Reports from all departments, boards, or agencies of the city.	Retain monthly and quarterly reports for 2 years.	Useful for preparation of budgets and annual reports.

H. GENERAL ADMINISTRATION

Description of Record	Retention Period	Legal Authority/Rationale
H-13. Insurance Policies. Insurance policies of all types insuring the city and all its departments for various risks of loss, showing name of company, name of agent issuing policy, date of policy, date of expiration, amount of premium, amount of coverage, and description of any property covered.	Retain 10 years after expiration or replacement of policy.	Based on statute of limitations for breach of contract actions plus one year. T.C.A. § 28-3-109.
H-14. Leases (Real Property). Copies of leases or rental contracts on real estate, showing names of lessor and lessee, description of property, terms of the contract, date of execution, and signatures of parties involved.	Destroy when obsolete or when purpose of retention has been served.	Keep to track property rights during lease term. Note: If lease is for more than 3 years, eligible for recordation under T.C.A. § 66-24-101(a)(15).
H-16. Legal Opinions and Court Decisions. Records, including correspondence, stating or referencing court decision or legal opinions dealing with or affecting the department.	Retain 20 years or until record no longer relevant, whichever is later.	Court opinions can have continuing impact on operations.
H-17. Liens, Tax. Record of tax lien notices filed against property owners, including violators of the internal revenue law, showing name and address of property owner, date of filing, amount of assessment and penalty, and discharge notice date.	Permanent record.	Impractical to ascertain expiration of lien to know when record could be destroyed.

H. GENERAL ADMINISTRATION

Description of Record	Retention Period	Legal Authority/Rationale
H-18. Agendas and Minutes of City Legislative Body. Recorded minutes of the meetings of the municipal legislative body, including special call meetings. All recorded actions of the legislative body, including records of members present and their votes on matters of business presented, nature and results of votes; various items such as fixing the tax levy, adoption of a budget, receiving financial reports from city officials and departments, appropriation of funds for the maintenance and operations of city offices and institutions, and other items of a similar nature.	Permanent record.	City charter requirement, T.C.A. §§ 8-44-101, <i>et. seq.</i> (open meetings law). Keep also for historical purposes.
H-19. (Rough) Minutes and Roll Calls of City Legislative Body. Notes taken at meeting of city legislative body and used to compile minutes. Includes audio tapes.	Retain until minutes are approved by city legislative body.	Working papers as defined in T.C.A. § 10-7-301(14).
H-20. Video Recordings of City Legislative Body and Planning Commission. Recorded at meeting of city legislative body and used to compile minutes.	Retain 10 years or until of no historic value, whichever is later.	Minutes may not fully explain legislative intent or provide full context of actions taken.
H-21. Minutes of Other Boards. Minutes of the meetings of other boards, such as a planning commission, beer board, etc., including members present, votes, and actions taken.	Permanent record. NOTE: Rough minutes and audio tapes are working papers and may be destroyed after final version of minutes is approved.	Actions recorded in minutes are effective until superseded/amended or rescinded/repealed. Also keep for historical purposes.
H-22. Motor Vehicle City Stickers. Copies of applications for city stickers for motor vehicles; evidence of compliance.	Retain 5 years.	Keep for audit purposes.

G. GENERAL ADMINISTRATION

Description of Record	Retention Period	Legal Authority/Rationale
H-23. Mutual Aid Documents. Declarations of a state of emergency, written requests for assistance, invoices for reimbursement.	Retain 2 years.	Keep for possible litigation purposes.
H-24. Official Bonds and Oaths of City Officials. Loose and bound original and recorded copies of the bonds and oaths of all officials required to file official bonds and/or oaths with the city recorder. Bonds generally show name of principal and sureties, amount of bond, date executed, condition of the obligation, date acknowledged and approved, signatures of principal, sureties and attorney-in-fact for bonding company, if any.	Retain 10 years after term covered by bond or oath.	Based on statute of limitations for actions on public officers' bonds. T.C.A. § 28-3-110.
H-25. Ordinances. Code of Ordinances and ordinance books, copies of amended and repealed ordinances; resolutions.	Permanent record.	Charter requirements. Ordinances must be retained to provide evidence of their existence and proof of their lawful enactment. Superseded ordinances have historical and legal value.
H-26. Privilege Licenses—See Business and Privilege Licenses.		
H-27. Reports of City Officials, Departments, Commissions and Committees. Annual reports submitted to the municipal legislative body containing data on finances, work performed, plans, personnel, etc.	Preserve permanently one copy of annual reports.	The city recorder's office serves as a repository of these reports, which constitute a historical record of the operation of the various offices, departments, and committees of the city.
H-28. Settlement Agreements. Instruments evidencing the settlement of claims against the city.	Retain 7 years after the terms of the agreement have been met.	Based on statute of limitations for breach of contract plus one year. T.C.A. § 28-3-109.

I. PERMITS

Description of Record	Retention Period	Legal Authority/Rationale
I-1. Approved Permit Applications for Solid Waste Disposal Facilities. Records of all data and supplemental information used to complete permit applications. Includes copy of the permit and the approved Part I and Part II application. Maintain at the facility or another location with the approval of the department.	Retain throughout active life of the facility and through the post-closure care period.	Keep to show compliance with regulations in order to defend against superfund liability. Tenn. Admin. Rules 1200-1-7-.02(2)(a)4, 1200-1-7-.02(4)(a)7.
I-2. Building Permits and Inspections, Copies of. Show name of owner, amount of money to be expended, type of structure, location, date, and name of contractor.	Retain 1 year after issuance of certificate of occupancy or final inspection.	These are used to find new construction. Once improvement is assessed, the record has no use. NOTE: Notify property assessor of completion before record is destroyed.
I-3. Contractor License Books. Recorded copies of certificates of license issued to general contractors by the state Board for Licensing General Contractors showing certificate number, name of contractor, names of chairman and secretary of the state board, date certificate issued, date recorded, and signature of the clerk.	Retain 5 years after all licenses in the book have expired.	Keep for audit purposes.
I-4. Demolition Orders. Documentation for municipal-ordered and privately initiated demolitions of substandard and/or hazardous buildings.	Retain 5 years.	Retain for research and litigation purposes.
I-5. Violation Notices. Notices of violations of building codes.	Retain 5 years.	Retain to document municipal actions concerning violations and for reference purposes.

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
J-1. Advertisements Regarding Job Openings, and Records of Promotions, Training Programs and Overtime Work.	Retain 5 years.	28 U.S.C. § 1658; Jones v. R.R. Donnelley & Sons Co., 541 U.S. — (2004).
J-2. Age Records.	* Retain 3 years.	Fair Labor Standards Act (29 C.F.R. 516); Age Discrimination in Employment Act (29 CFR 1627.3).
J-3. Americans with Disabilities Act—Employer Records. Requests for reasonable accommodations.	*Retain 2 years.	Same employer record retention requirements as the Civil Rights Act of 1964 as Amended; Title VII of the Civil Rights Act (29 C.F.R. 1602.31).
J-4. Applications, Resumes or Other Replies to Job Advertisements, including Temporary Positions, etc.	Retain 5 years from date record was made or human resources action is taken, whichever is later. NOTE: If the city has adopted a policy of not accepting unsolicited resumes, they do not have to be retained. Otherwise, they should be kept 5 years.	28 U.S.C. § 1658; Jones v. R.R. Donnelley & Sons Co., 541 U.S. — (2004).
J-5. Bloodborne Pathogens/ Infectious Material Standard. Protect employees who may be occupationally exposed to blood or other infectious materials.		
• Written exposure plan.	Retention period not specified. Must be available to workers and kept current.	Occupational Safety and Health Act (29 C.F.R. 1910.1030).
• Medical records.	*Retain for duration of employment plus 30 years.	Occupational Safety and Health Act (29 C.F.R. 1910.1020).
• Training records.	*Retain 3 years or through duration of employee.	Occupational Safety and Health Act (29 C.F.R. 1910.1030).
• Employee exposure records.	*Retain 30 years.	Occupational Safety and Health Act (29 C.F.R. 1910.1020).

**Indicates a mandatory retention period based on state or federal law.*

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
J-6. Citizenship or Authorization to Work. Immigration and Naturalization Services Form I-9 (employment eligibility verification form) for all employees hired after November 6, 1986.	Retain 3 years from date of hire or year after separation, whichever is later. (Minimum of 3 years.)	Immigration Reform and Control Act (8 C.F.R. 274A.2).
J-7. Demotion Records (See also transfer, layoff, termination).	Retain 5 years.	28 U.S.C. § 1658; Jones v. R.R. Donnelley & Sons Co., 541 U.S. — (2004).
J-8. Discrimination or Enforcement Charges. Personnel records relevant to a charge of discrimination or enforcement against employer, including records relating to charging party and to all other employees holding positions similar or sought after, such as application forms or performance documentation.	* Retain until final disposition of charge or action.	Age Discrimination in Employment Act (29 C.F.R. 1627.3(b)(3)). Title VII of the Civil Rights Act (29 CFR 1602.31). Executive Order 11246.
J-9. Drug Testing Records (Required by Department of Transportation). <ul style="list-style-type: none"> Breath alcohol test with results of .02 or higher. Positive controlled substance tests. Documentation of refusal of test. Calibration documentation. Evaluation and referrals. Copy of calendar year summary. Substance Abuse Professional Reports. <i>(cont'd on next page)</i>	*Retain 5 years	Omnibus Transportation Employee Testing Act of 1991 (49 C.F.R. 40.83, 49 C.F.R. 653.71(b)).

**Indicates a mandatory retention period based on state or federal law.*

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
J-9. Drug Testing Records (Required by Department of Transportation) (cont'd). <ul style="list-style-type: none"> Records related to administration of drug and alcohol testing. Follow-up tests and schedules for follow-up. Information on the alcohol and controlled substances testing process. Records of inspections and maintenance. Information on training. Negative and canceled controlled test results. Alcohol test results of less than .02 alcohol concentration. 	<p>* Retain 2 years.</p> <p>*Retain as long as the individual performs the function plus 2 years.</p> <p>*Retain 1 year.</p>	<p>49 C.F.R. 40.83.</p> <p>49 C.F.R. 40.83.</p> <p>49 653.71(b).</p>
J-10. EEOC Information. Records kept by local governments. Any political subdivision with 15 or more employees must keep records and information that are necessary for the completion of Report EEO-4 (Local Government Information Reports) regardless of whether or not the political jurisdiction is required to file a report.	<p>*Retain 2 years from the date of the making of the record or the personnel action involved whichever occurs later.</p>	<p>29 C.F.R. 1602.31.</p>
J-11. Employee Earnings Records.	<p>*Retain office record for 3 years.</p> <p>After this time, microfilm or archive record and keep for 70 years.</p>	<p>Age Discrimination in Employment Act (29 C.F.R. 1627.3); Fair Labor Standards Act (29 C.F.R. 516.5). Retention period of 70 years is due to retirement concerns and is based on approximate lifespan of employee. May destroy earlier if employee and any potential claimants are deceased.</p>

**Indicates a mandatory retention period based on state or federal law.*

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
J-12. Employer Information Report. For political jurisdictions with 100 or more employees and other political jurisdictions with 15 or more employees from whom the Commission requests an EEO-4 report, a copy of EEO-4 Form (Employer Information Report) must be kept.	* Retain a copy of the report at each central office for 3 years.	Title VII of the Civil Rights Act (29 C.F.R. 1602.32).
J-13. Employer Records of Leave Under FMLA—Non-Exempt Employees. Employees shall keep records pertaining to their obligations under the act in accordance with the record keeping requirements of the Fair Labor Standards Act (FLSA). Records kept must disclose the following: <ul style="list-style-type: none"> • Basic payroll identifying employee data (name, address, and occupation), rate or basis of pay and terms of compensation, daily and weekly hours worked per pay period, additions to or deductions from wages, total compensation paid. • Dates FMLA leave is taken. • Hours of the leave if FMLA is taken in increments. • Copies of employee notices of leave furnished to the employer and copies of all general and specific notices given to employees. • Documents describing employee benefits or employer policies and practices regarding the taking of paid and unpaid leaves. 	*Retain 3 years. No particular order or form of records is required.	Family and Medical Leave Act (29 C.F.R. 825.500).

(cont'd on next page)

**Indicates a mandatory retention period based on state or federal law.*

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
J-13. Employer Records of Leave Under FMLA—Non-Exempt Employees. (cont'd) <ul style="list-style-type: none"> Premium payments of employee benefits. Records of any dispute between the employer and an employee regarding the designation of leave as FMLA leave. 		
J-14. Employment Contracts—FLSA. Individual employment contracts (where contracts or agreements are not in writing, a written memorandum summarizing the terms) including collective bargaining agreements, plans and trusts.	Retain 5 years.	Fair Labor Standards Act (29 C.F.R. 516.5). Equal Pay Act (29 C.F.R. 1620.32 (b)). 28 U.S.C. § 1658.
J-15. Employment Tax Records.	Retain 4 years.	Internal Revenue Code (26 C.F.R. 31.6001-1).
J-16. Family and Medical Leave Act (FMLA) Employer Records of Leave Under FMLA - Exempt Employees. If employees are not subject to FLSA's record keeping regulations for purposes of minimum wage or overtime compliance, an employer need not keep a record of actual hours worked provided that: <ul style="list-style-type: none"> Eligibility for FMLA leave is presumed for any employee who has been employed for 12 months. A written record is maintained as to the agreement between the employer and employee regarding reduced or intermittent leave and the employee's normal schedule or average hours. 	*Retain 3 years. No particular order or form of records is required.	Family and Medical Leave Act (29 C.F.R. 825.500). Family and Medical Leave Act (29 C.F.R. 825.110). Family and Medical Leave Act (29 C.F.R. 825.206).

**Indicates a mandatory retention period based on state or federal law.*

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
J-17. Garnishment Documents. Federal garnishment laws are enforced under the Fair Labor Standards Act. (Refer to Payroll Records - Additions or Deductions from Wages Paid).	*Retain 3 years.	Fair Labor Standards Act (29 C.F.R. 516.5) requires 3-year retention. Equal Pay Act (29 C.F.R. 1620.32(c)) requires 2-year retention. Keep to comply with longer period.
J-18. Group Health Insurance Coverage After Certain Qualifying Events. Employers need records showing covered employees and their spouses and dependents: <ul style="list-style-type: none"> • Have received written notice of continuing group health insurance and COBRA rights • Whether the employee and his/her spouse and dependents elected or rejected coverage. 	Retain 7 years.	Internal Revenue Code (26 C.F.R. 54.4980B).
J-19. Hiring Records.	Retain 5 years from date records are made or personnel action is taken, whichever is later.	28 U.S.C. § 1658; Jones v. R.R. Donnelley & Sons Co., 541 U.S. 369 (2004).
J-20. Insurance/Retirement Plans. <ul style="list-style-type: none"> • Benefit plan descriptions. • Records providing the basis for all required plan descriptions and reports necessary to certify the information including vouchers, worksheets, receipts, and applicable resolutions. 	*Retain during the period that the plan or system is in effect, plus 1 year after termination of the plan. *Retain not fewer than 6 years after filing date of documents.	Age Discrimination in Employment Act (29 C.F.R. 1627.3 (b)(2)). Employee Retirement Income Security Act (29 C.F.R. 2520.101-1 through 2520.104b-30).
J-21. Layoff Selection.	Retain 5 years from date record made or personnel action taken.	28 U.S.C. § 1658; Jones v. R.R. Donnelley & Sons Co., 541 U.S. 369 (2004).

* Indicates a mandatory retention period based on state or federal law.

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
J-22. Material Safety Data Sheets (MSDS). <ul style="list-style-type: none"> Employers must have MSDS on file for each hazardous chemical they use and ensure copies are readily accessible to employees in their work area. Employer must keep records of chemicals used, where they were used, when they were used and for how long. 	<p>No specific retention time set by statute. Must be maintained in a current fashion.</p> <p>*Retain 30 years.</p>	<p>Occupational Safety and Health Act (29 C.F.R. 1910.1020(d)(1)(ii)(B)).</p> <p>Occupational Safety and Health Act (29 C.F.R. 1910.1020(d)(1)(ii)(B)).</p>
J-23. Minimum Wage and Overtime Charges. <i>See also the following in this section</i> <ul style="list-style-type: none"> Citizenship or Authorization to Work. Americans with Disabilities Act—Employer Record. Insurance/Retirement Plans Occupational Injuries and Illness. Payroll-Basis on which wages are paid. Physical/Medical Exams. Veterans-Military Leave. 	<p>*Retain 3 years.</p>	<p>Fair Labor Standards Act (29 C.F.R. 516.6) requires retention for 2 years, but Department of Labor can request documents going back 3 years.</p>
J-24. Occupational Injuries and Illness Records. OSHA Form 300 Log of Work-Related Injuries and Illnesses.	<p>*Retain 5 years following the end of the year to which the records relate.</p>	<p>Occupational Safety and Health Act (29 C.F.R. 1904.9).</p>
OSHA Form 300A Summary of Work Related Injuries and Illnesses.	<p>*Retain 5 years following the end of the year to which the records relate.</p>	<p>Occupational Safety and Health Act (29 C.F.R. 1904.9).</p>
OSHA Form 301 Injury and Illness Incident Report (effective January 1, 2002).	<p>*Retain 5 years.</p>	<p>Occupational Safety and Health Act (29 C.F.R. 1904.9).</p>

* Indicates a mandatory retention period based on state or federal law.

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
<p>J-25. Older Workers Benefit Protection Act—Employer Records. Same employer record retention requirements as the Age Discrimination in Employment Act (ADEA).</p> <p>Waiver of Age Discrimination in Employment Act rights.</p>	<p>*Retain 3 years to comply with statute.</p> <p>Retaining as a permanent record is recommended.</p>	<p>Age Discrimination in Employment Act (29 C.F.R. 1627.3, 29 C.F.R. 1602.30).</p> <p>Keeping waiver forever will assure that record is available to use in defense of an Older Workers Benefit Protection Act waiver of rights discrimination charge.</p>
<p>J-26. Payroll Records—Additions or Deductions from Wages Paid. All records used by the employer in determining additions to or deductions from wages paid.</p>	Retain 5 years.	28 U.S.C. § 1658; Jones v. R.R. Donnelley & Sons Co., 541 U.S. 369 (2004).
<p>J-27. Payroll Records—Age Discrimination in Employment Act. Payroll or other records containing each employee's name, address, date of birth, occupation, rate of pay and compensation earned per week.</p>	Retain 5 years.	28 U.S.C. § 1658; Jones v. R.R. Donnelley & Sons Co., 541 U.S. 369 (2004).
<p>J-28. Payroll Records—Basis On Which Wages Are Paid.</p> <ul style="list-style-type: none"> The basis on which wages are paid must be documented in sufficient detail to permit calculation for each pay period. The records may include payment of wages, wage rates, job evaluation, merit and incentive programs, and seniority systems. The basic reason for these records is to give the Wage and Hour Division an indication of whether or not sex discrimination exists. <p>(cont'd on next page)</p>	Retain 5 years.	28 U.S.C. § 1658; Jones v. R.R. Donnelley & Sons Co., 541 U.S. 369 (2004).

* Indicates a mandatory retention period based on state or federal law.

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
J-28. Payroll Records—Basis On Which Wages Are Paid. (cont'd) <ul style="list-style-type: none"> Although there is no specific form furnished by the Wage and Hour Division for calculation of benefit costs, the data necessary to calculate these cost should be readily available to Wage and Hour audit personnel. 		
J-29. Payroll Records for FLSA-Exempt Employees. (Bona-fide executive, administrative and professional employees). <ul style="list-style-type: none"> Name of employee (as used for social security record purposes) and identifying number or symbol, if such is used on payroll records. Home address, including zip code. Date of birth, if under 19 years of age. Sex and occupation. Time of day and day of week in which employee's workweek begins, if this varies between employees; otherwise, a single notation for the entire establishment will suffice. Total wages paid each pay period. Dates of payment and pay period covered. 	Retain 5 years.	28 U.S.C. § 1658; Jones v. R.R. Donnelley & Sons Co., 541 U.S. 369 (2004). Records of hours worked are recommended for Department of Labor Wage and Hour audits.

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
<p>J-30. Payroll Records—FLSA Non-Exempt Employees. All required for exempt employees plus:</p> <ul style="list-style-type: none"> • Regular hourly rate of pay for any week when overtime is worked and overtime compensation is due. (May be in the form of vouchers or other payment data.) • Daily hours worked and total hours worked each workweek. (Workday may be any consecutive 24-hour period, and workweek is any fixed and regularly recurring period of 7 consecutive days.) • Total daily or weekly straight-time earnings or wages due for hours worked during the workday or workweek. • Total premium pay for overtime hours. This premium pay for overtime hours excludes the straight-time earnings for overtime hours recorded under the above item. • Total additions to or deductions from wages paid each pay period including employee purchase orders or wage assignments. Also, in individual employee records, the dates, amount, and nature of the items that make up the total additions and deductions. 	Retain 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
<p>J-31. Payroll Records—Title VII Purposes. Rates of pay or other terms of compensation.</p>	Retain 5 years from date record is made or personnel action taken, whichever is later.	28 U.S.C. § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
J-32. Permit-Required Confined Space. Canceled permit entry forms and training certification.	* Retain 1 year.	Occupational Health and Safety Act (29 C.F.R. 1910.146(e)(6)), 29 C.F.R. 1910.146(g)(4)).
J-33. Personnel Files. File for each employee tracking pay, benefits, performance evaluations, personnel actions, and employee's hiring and termination.	Retain 7 years after termination. Note: *Retain medical records for 30 years after termination. *Retain exposure records for at least 30 years.	Based on 5-year statute of limitations for personnel actions plus 2 years. (29 C.F.R. 1910.1020(d)(1)).
J-34. Personnel Policies. Policies of the office regarding hiring procedures, leave, benefits, personnel rules and regulations, fair and reasonable complaint conference and hearing procedures for employees dismissed, demoted, or suspended, etc. Certain policies are required by law under T.C.A. §§ 6-54-123, <i>et seq.</i> Additional policies would be optional. The policy may not grant a property right or contract rights to a job to any employee.	Retain 3 years after the policy is superseded. Note: A copy of the resolution or ordinance adopting the policy, or its caption, shall be published in a newspaper of general circulation in the municipality before final adoption. A copy of the personnel policy shall be kept in the office of the City Recorder or Clerk and made available to an employee on request.	28 U.S.C. § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
J-35. Physical/Medical Records. Results of physical examinations considered in connection with personnel action.	Retain 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).

Indicates a mandatory retention period based on state or federal law.

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
J-36. Physical/Medical Records Under FMLA. Records and documentation including a FMLA leave request relating to medical certifications, re-certifications, or medical histories of employees or employee's family members, shall be maintained in separate files/records and be treated as confidential medical records, except that <ul style="list-style-type: none"> Supervisors and managers may be informed regarding necessary restrictions and accommodations, not the true nature of the condition. First aid and safety personnel may be informed (when appropriate) if the employee might require emergency treatment. Government officials investigating compliance with FMLA shall be provided relevant information. 	* Retain 3 years. No particular order or form of records is required.	Family and Medical Leave Act (29 C.F.R. 825.500).
J-37. Physical/Medical Records Under OSHA. Complete and accurate records of all medical examinations required by OSHA law.	*Retain for duration of employment plus 30 years unless specific OSHA standard provides a different time period.	Occupational Safety and Health Act (29 C.F.R. 1910.1020).
J-38. Promotion Records or Notices.	Retain 5 years from date record is made or personnel action is taken, whichever is later.	28 U.S.C. § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
J-39. Seniority or Merit Rating Systems.	Retain for the period that the plan or system is in effect plus 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
J-40. Termination Records.	Retain 5 years from the date record is made or personnel action taken, whichever is longer.	28 U.S.C. § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).

**Indicates a mandatory retention period based on state or federal law.*

J. PERSONNEL

Description of Record	Retention Period	Legal Authority/Rationale
J-41. Time Worked Records. All basic time and earnings cards or sheets and work production sheets of individuals where all or part of the employee's earnings are determined.	Retain 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
J-42. Transfer Records.	Retain 5 years from date record is made or personnel action taken, whichever is later.	28 U.S.C. § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
J-43. Travel Authorizations.	Retain 5 years after creation of record.	Keep for audit purposes.
J-44. Veterans, Military Leave. Organizations must grant leaves of absence to perform military obligations. Service limits are set on the amount of time an employee may spend in active duty and still be eligible for re-employment. Employees are re-employed to their former positions or a position of like status and pay with seniority and vacation as if they had not taken a military leave.	Retain 7 years.	Uniform Services Employment and RF-employment Rights Act (5 C.F.R. 1208). Note: Retention period not specified by regulations. The service limit on the time an employee may spend in active duty and still be eligible for re-employment can be up to 5 years.
J-45. W-2s. Annual wage and tax statements.	Retain 5 years.	Keep for audit purposes.
J-46. W-4s. Withholding allowance certificates.	Retain 5 years after superseded or upon separation of employee.	Keep for audit purposes.
J-47. Wage Rate Tables. All tables or schedules (from their last effective date) of the employer that provide rates used in computing straight-time earnings, wages, or salary or overtime pay computation.	* Retain 3 years.	Fair Labor Standards Act (29 C.F.R. 516.6) requires 2-year retention but the Department of Labor can request records going back 3 years.

*Indicates a mandatory retention period based on state or federal law.

K. PLANNING AND ZONING

Description of Record	Retention Period	Legal Authority/Rationale
K-1. Board of Zoning Appeals Action. Application or documentation for hearing and decision before Board of Zoning Appeals.	Application - 1 year after application. Disapproval - 1 year after action. Approved Action - permanent.	Statute of limitations. Variance runs with land.
K-2. Minutes of Commissions and Boards. Recorded minutes of the Planning Commission and Board of Zoning Appeals. All recorded actions of Planning Commission and Board of Zoning Appeals, including records of members present and their votes on matters presented, the nature and results of votes.	Permanent record.	Actions recorded in minutes are effective until superseded or rescinded. Keep for historical purposes.
K-3. Plan and Plat Records. Drawings and blueprints of farms, subdivisions, cemeteries, city lots, and street improvements, showing name of subject, date of drawing, boundaries, scale used, location, name of engineer making survey, name of draftsman, and certificate of registration.	Permanent record.	Could have bearing on land title.
K-4. Reports/Recommendation of the Planning Commission to the Governing Body. All transmittals to governing body with recommendations regarding zoning, annexations, etc.	Permanent record.	Keep for historical purposes.
K-5. Request for Zoning Change. Request for permanent change to zoning map.	Retain for 5 years.	Appeals.
K-6. Studies and Reports of the Planning Commission. All studies and reports, including comprehensive plans, future facilities plans, etc.	Permanent record.	Keep for historical purposes.

K. PLANNING AND ZONING

Description of Record	Retention Period	Legal Authority/Rationale
K-7. Subdivision Regulations.	Permanent record.	Documents must be retained to provide evidence of their existence and proof of their lawful enactment. Superseded documents have historical and legal value.
K-8. Zoning Map and Ordinance.	Permanent record.	Documents must be retained to provide evidence of their existence and proof of their lawful enactment. Superseded documents have historical and legal value.

L. POLICE

Description of Record	Retention Period	Legal Authority/Rationale
L-1. Accident Reports. Motor vehicle accident reports giving location of accident, persons and vehicles involved, time of accident, injuries, witnesses, diagram of accident, and condition of persons involved.	Retain 4 years unless needed longer for local statistical analysis.	Record may be used in litigation. Retention period based on statute of limitations for actions for injuries to personal property plus 1 year. T.C.A. § 28-3-105.
L-2. Armory Records. Records regarding acquisitions, requisitions, check-ins, etc.	Retain for 10 years.	Keep in case of potential liability.
L-3. Arrest Records. Includes offense and incident reports and indexes citation in lieu of arrest form. Information includes name, alias, address, date and time of offense, date of birth, age, place of birth, description, place of arrest, charge, disposition at time of arrest, warrant number, name of court, accomplices, vehicle information, arresting officer, remarks, signature of arresting officer.	Retain 100 years. If the subject is found "not guilty," then original arrest records should be retained until the records are transferred to an acceptable storage medium such as microfilm. If subject is convicted, retain original until the exhaustion of all appeals or termination of probation or sentence; further, the originals are not to be destroyed thereafter until transferred to an acceptable space-saving medium for storage or the retention period has elapsed.	Retention of originals is necessary for continuing investigative purposes. Retention of record in space-saving storage medium is based on life of individual.
L-4. Audio Recordings. Dispatcher telephone conversations and radio traffic.	Retain for 1 year.	
L-5. Background Applications. Applicants that were not hired.	Retain for 5 years.	
L-6. Case Files. Copies of all pertinent records of whatever nature relevant to a particular case under or pending investigation, accumulated in a single file by the investigator or agency to facilitate the investigation or prosecution of offenders. May include copies of incident reports; supplementary report; missing person/runaway report; arrest report if part of a criminal case file; copies of citation-in-lieu of arrest; property receipt; vehicle tow slip; statement form; blood alcohol test and accident report; other relevant reports; and relevant photos or drawings.	Retain originals until 1 year after statute of limitation has run. After statute of limitation has run, retain in an acceptable space-saving storage medium 100 years except for Missing Person/Runaway Records, which are not to be destroyed if needed by juvenile authorities and destruction should not violate National Crime Information Center (NCIC) requirements. (NCIC requirement may vary based on specific contract provisions.) Consider donating to archive.	Retention of originals is necessary for continuing investigative purposes. Retention of record in space-saving storage medium is based on life of individual.

L. POLICE

Description of Record	Retention Period	Legal Authority/Rationale
L-7. Fingerprinting Records.	Death of subject or reasonable presumption of death, <i>i.e.</i> , 100 years. Note: See T.C.A. § 37-1-155 for detailed information regarding treatment of fingerprint records of juveniles.	Retention period based on life of subject.
L-8. Identification Files. Records kept for identification purposes including fingerprints, photographs, measurements, descriptions, outline pictures, and other available information.	Death of subject or reasonable presumption of death, <i>i.e.</i> , 100 years.	Retention period based on life of subject.
L-9. In-Car Digital Video. Non-evidentiary digital video.	Retain 90 days, except as provided in Police Department General Orders for video having evidentiary value.	Retention for periods longer than 90 days is necessary only when records will be needed for continuing investigative purposes or legal proceedings.
L-10. Incident Reports (Offense or Complaint Reports). Show name and address of person reporting offense, file and case number, place of occurrence, investigating officer, time, date, how report was made, and officer assigned to the case. May include dispatcher cards regarding calls. This includes Tennessee Basic Law Enforcement Records System (TBLERS) Complaint, Offense, Supplementary, Missing Person, Runaway Reports (individual and collective).	Retain misdemeanors for 2 years. Retain felonies for 16 years. Retain capital offenses permanently. If record is unrelated to a felony or other case under investigation, retain original 5 years if stored in an acceptable space-saving storage medium. If record is related to a felony or other case under investigation, retain 100 years except for Missing Person /Runaway Records, which are not to be destroyed if needed by juvenile authorities, and destruction should not violate National Crime Information Center (NCIC) requirements. (NCIC requirements may vary based on specific contract provisions.)	Retention period based on statute of limitations of incident.

L. POLICE

Description of Record	Retention Period	Legal Authority/Rationale
L-11. Internal Investigation Records. Records of investigations resulting from a complaint against an employee of the police department. Includes notification of complaint, investigative files, any associated medical records, and any written decisions, orders, or disciplinary actions. Maintain security and confidentiality of files.	Retain for term of employment of officer plus 10 years.	Record retains significance in personnel decisions, promotion, dismissal, etc., and for defense of litigation.
L-12. Missing Person/Runaway Records.	Retain 100 years but not to be destroyed if needed by juvenile authorities or to comply with National Crime Information Center (NCIC) requirements. Moving information to an acceptable space-saving storage medium is recommended.	Retention is necessary for continuing investigative purposes and is based on life of individual.
L-13. NCIC Criminal History Logs. Report of criminal history for investigations.	Retain 3 years per TBI after latest audit.	
L-14. Parking Tickets.	Permanent Record.	Statistical data.
L-15. Processes Served, Record of. Record of warrants, capiases, summonses, and other papers served.	Retain 3 years after last entry.	Keep for non-financial audit purposes.
L-16. Radio Logs. A record of radio calls giving time called, car or station calling, car or station called, car location, nature of call, and acknowledgment.	Retain 3 years, unless legal action is pending.	Retention period based on likely time of complaint or legal action.
L-17. Training Records. Records of participation in training programs, sign-in sheets, lesson plans, videotapes, certifications, etc.	Retain for career of officer plus 10 years where information is kept in personnel file.	Records useful in determining employment and promotion decisions and for continuing education program. Also vital record in defending lawsuits against department alleging improper actions of employees.

M. PROPERTY TAX

Description of Record	Retention Period	Legal Authority/Rationale
M-1. Aerial Photographs. Aerial photographs of flyovers. Negatives may be available at the State Department of Transportation's photographic lab.	Permanent Record.	Keep for operational purposes through correction period and greenbelt re-certification to cover appeal period. This record series has a high historical and archival value and should be preserved for those reasons.
M-2. Appeals and Reports to the State Board of Equalization and Court Appeals. These records consist of notice of hearing, name of property owner, appeal from county board of equalization, assessment, address, and time and place of hearing. Also included in this group of documents are documents involving appeal to the courts. <i>Consider getting copies from the Assessor's Office.</i>	Retain until final determination of issue.	Keep to make certain the ruling is properly applied and that all parties understand the final determination of the issue.
M-3. Assessment Exemptions, Applications for. Copies of applications showing property owner's name, address, ward or district, date acquired, lot size or acreage, value, how property used, other purposes to be used for, signature of applicant, and notarization. <i>Consider getting copies from the Assessor's Office.</i>	Retain 2 years.	Keep to identify exempt property owners.
M-4. Board of Equalization, Certification of Assessments, Copies of. Certificate required by T.C.A. § 67-5-1410 wherein members of board of equalization certify that all appeals of the assessments and classifications of property have been examined and changes made that are proper, just and equitable and are prescribed by law. <i>Consider getting copies from the Assessor's Office.</i>	Retain 2 years.	Keep for audit purposes.

M. PROPERTY TAX

Description of Record	Retention Period	Legal Authority/Rationale
M-5. Certificates of Public Utilities Tax Valuations by Office of State Assessed Properties, Copy of. Tax roll listing total assessment of public utilities in the city by the Office of State Assessed Properties.	Retain annual assessments 1 year then destroy. State office maintains the record.	This record is like a tax roll for public utilities that are assessed by the state.
M-6. Delinquent Real Estate Tax Reports. Annual reports to the County Trustee by the collector of city taxes of all delinquent taxpayers.	Retain 15 years after date of creation.	Keep for audit purposes. Report is required by T.C.A. § 67-5-1903(a). Collection is barred after 10 years past due date. T.C.A. § 67-5-1806.
M-7. Delinquent Tax Receipt Books. Receipts issued for payment of delinquent realty and personalty taxes, showing receipt number, date issued, name of taxpayer, amount, year of assessment, etc. Does not have to be kept in book. The book or receipt is obsolete if computerized and in compliance with electronic data processing (EDP) standards.	Retain 15 years after issuance of last receipt in book or 15 years after creation of receipt if not in book or information is stored electronically.	Keep for audit purposes. Collection is barred after 10 years past due date. T.C.A. § 67-5-1806.
M-8. General (Miscellaneous) Receipt Ledgers. Record of funds received on general accounts, including such payments as state and city taxes, interest, fees, and penalties on delinquent taxes, showing date of payment, name of payor, amount, fund credited, and balance. This information is included in the journal package of most software in computerized cities. If stored electronically in compliance with electronic data processing (EDP) standards, paper copy is not necessary.	Retain 15 years after last entry. If stored electronically, retain 15 years after date of creation of record.	Keep for audit purposes. Collection is barred 10 years past due date. T.C.A. § 67-5-1806.

M. PROPERTY TAX

Description of Record	Retention Period	Legal Authority/Rationale
M-9. Land Sold for Taxes, Record of. Record of court land sales, showing name of the court, style of case, location and description of property, by what process land was sold, and date of sale.	Permanent record.	Record affects land title.
M-10. Liens, Tax. Record of tax lien notices filed against property owners, including violators of the internal revenue law, showing name and address of property owner, date of filing, amount of assessment and penalty, and discharge notice date.	Permanent record.	Impractical to ascertain expiration of lien to know when record could be destroyed.
M-11. Personal Property, Audit Records. Supporting information and documentation for audit. <i>Consider obtaining from Assessor's office</i>	Retain 2 years.	Retain in case of forced assessments. Destroy after use.
M-12. Property Tax Relief Applications and Reports. Record of property tax deferrals for elderly low-income homeowners, disabled homeowners and disabled veterans.	Retain until audited and updated version received.	Working paper as defined in T.C.A. § 10-7-301(14). Tenn. Admin. Rules 0600-03.-10(1)(c).
M-13. Tax/Assessment Rolls. Record of all assessments on real and personal property, showing name of taxpayer, civil district or ward, location and description of property, assessed valuation, date of assessments, acreage of farm land, and number of town lots.	Retain 4 years.	Retention based on time period for corrections and rollback issues. This record is stored for a longer term with the trustee.
M-14. Tax Bills.	Retain 1 year.	Working papers.

M. PROPERTY TAX

Description of Record	Retention Period	Legal Authority/Rationale
M-15. Tax Cases Sent to Clerk and Master, Record of. Record of delinquent land tax cases filed in Chancery Court (sometimes Circuit Court) showing property owner's name, district or ward, property boundaries, acres, valuation, total tax due, and remarks.	Retain 15 years.	General statute of limitations on property tax actions is 10 years from April 1 of year following year taxes became delinquent. T.C.A. § 67-5-1806. Additional time is given for cases that may be delayed due to bankruptcy.
M-16. Tax Maps (Ownership Maps and Index, Rural and Urban). These maps reflect the status of real property as of January 1 of each year.	Consider keeping as working papers. Retain only current and one previous generation of ownership maps and indexes. Older generations of photographs may be removed from the office but if removed, should be transferred to an archive or library.	As working papers, no mandatory retention required. Useful in office for tracking property changes and as evidence in challenges to tax sales. This record series has a high historical and archival value and should be preserved for those reasons, although it is not necessary to maintain the older records that are in the Assessor's Office.

N. PURCHASING

Description of Record	Retention Period	Legal Authority/Rationale
N-1. Bids. Records showing bidder's name, complete description of item(s), delivery date, amount of bid, and any correspondence with the bidder. Includes any advertisements. Includes bid opening tabulations and unsuccessful bids.	Retain 7 years after contract expires.	Based on statute of limitations for legal action based on breach of contract plus one year. T.C.A. § 28-3-109.
N-2. Purchase Orders.	Retain 5 years after creation of record.	Keep for audit purposes.
N-3. Requisitions. Records of requests for purchase of supplies, equipment and services.	Retain 5 years after creation of record.	Keep for audit purposes.
N-4. Contracts and Bonds. Contracts entered into between the city contractors and vendors. May include performance and/or payment bonds of contractors, showing names of principals and sureties; certificates of insurance; and specifications.	Retain contracts until expiration of guarantees. If no guarantees are involved, destroy 7 years after completion of contract. Retain bonds 7 years after release, replacement, or expiration.	Based on statute of limitations for breach of contract actions plus 1 year. T.C.A. § 28-3-109.

O. RECREATION AND PARKS

Description of Record	Retention Period	Legal Authority/Rationale
O-1. Liability Releases. Forms signed by participants in recreation activities absolving municipality of liability.	Retain 2 years. (If subject of lawsuit, keep until final determination.)	Based upon statute of limitations for tort actions plus 1 year.
O-2. Rosters of Activity Participants. Lists of persons participating in recreation activities.	Retain 2 years. (If subject of lawsuit, keep until final determination.)	Based upon statute of limitations for tort actions plus 1 year.
O-3. Safety Inspections of Playgrounds and Equipment. Records of inspections and maintenance or repairs to grounds and equipment.	Retain 5 years. (If subject of lawsuit, keep until final determination.)	Possible significance in tort actions based upon defective structure.

P. UTILITIES (BILLING AND COLLECTION)

Description of Record	Retention Period	Legal Authority/Rationale
P-1. Applications for Service. Customer request for service, including name, address/phone, services, and signatures.	Retain 3 years after service is discontinued but may want to keep in electronic format longer in case customer returns to service.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
P-2. Audit Reports. Independent audit of financial records.	Permanent record.	Recommended by the comptroller in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> .
P-3. Billing Adjustment Reports. Customer names and adjustment information.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
P-4. Billing Stubs. Collection stubs of accounts paid.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
P-5. Billing Register. Listing of monthly customer billings (account number, amount, etc.).	Retain 7 years. If record kept in electronic format, the paper copy may be destroyed after audit.	Keep to help resolve billing disputes with customers.
P-6. Collection Agency Reports. Listing of accounts turned over for collection and how resolved.	Retain 7 years.	Keep to help resolve billing disputes with customers.
P-7. Complaints by Customers. Records of meter rechecks, billing inquiries, service problems, etc.	Retain 5 years.	Keep in case of litigation.
P-8. Deposits from Customers. Customer name, date, services, amount of deposit.	Retain 3 years after service is discontinued and deposit applied or refunded.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
P-9. Disconnection Notices. Notice to discontinue service after nonpayment of bill.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
P-10. General Ledger. Financial information of the utility. (Also see G-14 and G-21.)	Permanent record. If maintained in electronic format may destroy paper record after 7 years. NOTE: The Tennessee State Library and Archives does not favor keeping permanent records in electronic format.	Recommended by the comptroller in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> .

P. UTILITIES (BILLING AND COLLECTION)

Description of Record	Retention Period	Legal Authority/Rationale
P-11. Meter Reading Records. Meter sheets or printouts from hand held devices.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
P-12. Meter Records. Size, type, meter number, date service began and ended, serial number.	Retain 1 year after meter is retired and disposed of.	Keep to aid in settling billing disputes involving the accuracy of the meter.
P-13. Meter Tests/Repairs. Record of meter testing and any repairs.	Retain 1 year after meter is retired and disposed of.	Keep to aid in settling billing disputes involving the accuracy of the meter.
P-14. Rate Schedules. Listing of rates for utility services.	Permanent record.	Keep for historical purposes.
P-15. Tap Records. Including when tap installed, size, location.	Permanent record.	Keep for historical purposes.
P-16. Work Orders for Customer Service. Detail of meter number, installation date, readings, etc.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.

Q. UTILITIES (OPERATION AND MAINTENANCE)

Description of Record	Retention Period	Legal Authority/Rationale
Q-1. Bacteriological Records. Records indicating disinfection of mains, tanks, filters, wells.	*Retain 5 years.	Tenn. Admin. Rule 1200-5-1-.17(8).
Q-2. Complaint Logs.	*Retain 5 years.	Tenn. Admin. Rule 1200-5-1-.20(1)(h).
Q-3. Daily Worksheets and Shift Logs.	*Retain until next sanitary survey.	Tenn. Admin. Rule 1200-5-1-.20(1)(g).
Q-4. Facility Maintenance Records.	*Retain 5 years.	Tenn. Admin. Rule 1200-5-1-.20(1)(h).
Q-5. Flush and Free Chlorine Residual for New Taps Where Mains Uncovered, Measurement of.	*Retain until next sanitary survey or 3 years.	Tenn. Admin. Rule 1200-5-1-.17(32).
Q-6. Lead and Copper. Original records of all sampling data and analyses, reports, surveys, letters, evaluations, schedules, State determinations, and any other information required by Tenn. Admin. Rules 1200-5-1-.33(2) through (9).	*Retain 12 years.	Tenn. Admin. Rule 1200-5-1-.33(12).
Q-7. Underground Utilities, Location of. Record of location of all underground utilities maintained by the city.	Permanent record.	These records allow the city to know the location and history of its underground utilities.
NOTE: Under T.C.A. § 65-31-105, the city must record location of utilities with county, listing where the facilities are located and the name, title, address and telephone number of the operator's representative. The county keeps this record permanently.		

**Indicates a mandatory retention period based on state or federal law.*

R. UTILITIES (WASTEWATER AND WATER RECORDS)

Description of Record	Retention Period	Legal Authority/Rationale
WASTEWATER RECORDS		
R-1. Discharge Monitoring Reports (DMRs).	Retain 3 years or longer if so requested by Water Pollution Control as a minimum to comply to permit. But retention for life of the facility is recommended.	NPDES Permit Requirements Part I Subpart B.5. Provides record of operations and loading to assist in planning.
R-2. Industrial Pretreatment. All information resulting from monitoring activities.	*Retain 3 years, longer in cases of unresolved litigation.	(40 C.F.R. 403.12(o)(1-3)).
R-3. Laboratory Bench Sheets, Calibration and Maintenance of Instruments, QA/QC Data, Flow Charts.	Retain 3 years or longer if requested by Water Pollution Control.	NPDES Permit Requirements Part I Subpart B.5.
R-4. Land Application of Cumulative Pollutant Loading Rate Sludge under 40 C.F.R. 503.13(a)(2)(I).	*Permanent record.	(40 C.F.R. 503.17(a)(5)(ii)).
R-5. Monthly Operating Reports (MORs).	Retain 3 years or longer if requested by Water Pollution Control as a minimum to comply with permit. But retention for the life of the facility is recommended.	NPDES Permit Requirements Part I Subpart B.5. Provides record of operations and loading to assist in planning.
R-6. Wastewater Sludge Disposal via Land Application, Surface Disposal, Incineration.	*Retain 5 years.	(40 C.F.R. 503.17) Land Application; (503.27) Surface Disposal; (503.47) Incineration.
DRINKING WATER RECORDS		
R-7. Bacteriological Analysis.	*Retain 5 years.	Tenn. Admin. Rule 1200-5-1-.20 (1)(b).
R-8. Chemical Analysis.	*Retain 10 years.	Tenn. Admin. Rule 1200-5-1-.20 (1)(a).
R-9. Consumer Confidence Reports.	*Retain 5 years.	Tenn. Admin. Rule 1200-5-.35(5)(h).
R-10. Cross Connection Records.	*Retain 5 years.	Tenn. Admin. Rule 1200-5-1-.20 (1)(h).

**Indicates a mandatory retention period based on state or federal law.*

R. UTILITIES (WASTEWATER AND WATER RECORDS)

Description of Record	Retention Period	Legal Authority/Rationale
R-11. Monthly Operating Reports (MORs).	Retain until next survey at a minimum. Retention for life of the facility is recommended.	Provides record of operations and loading to assist in planning.
R-12. Storage Tank Inspections.	* Retain 5 years to comply with rule. Retention for the life of the tank is recommended.	Tenn. Admin. Rule 1200-5-1-.20(1)(h). Retention for life of the tank is recommended to track depreciation and repairs.
R-13. Turbidity. Records include daily worksheets, calibration data, and strip charts.	*Retain until the next sanitary survey.	Tenn. Admin. Rule 1200-5-1-.20(1)(f).
R-14. Variance or Exceptions Granted.	*Retain 5 years following the expiration of such variance or exemption.	Tenn. Admin. Rule 1200-5-1-.20(1)(d).
R-15. Violation, Corrective Action. Records of actions taken to correct violations of primary drinking water regulations.	*Retain 3 years after action.	Tenn. Admin. Rule 1200-5-1-.20(1)(b).
R-16. Written Reports, etc., Related to Sanitary Survey.	*Retain 10 years after sanitary survey.	Tenn. Admin. Rule 1200-5-1-.20(1)(c).

*Indicates a mandatory retention period based on state or federal law.

Brentwood City Commission Agenda

Meeting Date: 03/11/2019

Resolution 2019-21 - Approval of Agreement with Hazen and Sawyer for Continued Sewer System Modeling Services

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Resolution 2019-21 - Agreement with Hazen and Sawyer for Continued Sewer System Modeling Services.

Background

One of the more powerful tools for planning improvements that will operationally and economically optimize a sanitary sewer or water system is a hydraulic computer model. In 2014, the Water Services Department obtained the services of the Hazen and Sawyer engineering firm ("Hazen") for development of the City's sewer system model for enhanced planning and system operational management.

The model is periodically calibrated based on actual flow monitoring data collected from the field. Flow monitors are placed in manholes located throughout the sewer system to measure localized flows. This data is invaluable in planning and prioritizing rehabilitation efforts to reduce storm water inflow and infiltration. Staff and engineers will also utilize the flow data and model inputs to perform detailed system analysis, conduct capacity assurance evaluations, and prepare reports to state and federal agencies.

The previous agreement with Hazen expired in February of this year. To continue with these modeling services, staff is recommending approval of a new agreement with Hazen which, like the previous agreement, is proposed for one year with up to four one-year renewals. The cost for annual services are determined annually during budget preparation, but generally are estimated to not exceed \$25,000. These modeling services will be billed at hourly rates as specified in the agreement with task orders being issued by staff on an as-needed basis.

This "template" for modeling services was established with the department's water system model in 2007 and has worked very well. Hazen has been chosen by the department to continue these services because of their exceptional past performance and cost savings to the City resulting from not having to duplicate labor for model development and calibration or the potential for repeated cost of modeling software that could be incurred by a firm that does not support the software used by the department. Hazen's proposed

rates are in line with those charged by firms for similar work, and due to this and their previous performance, it is staff's opinion they are best suited to continue to provide these services.

Please feel free to contact Chris Milton should you have any questions.

Staff Recommendation

Staff recommends approval.

Previous Commission Action

Resolution 2014-10 Authorizing agreement with Hazen and Sawyer for Sewer Model Development.

Fiscal Impact

Amount : As Budgeted
Source of Funds: Water & Sewer Funds
Account Number: 412-52310-82599
Fiscal Impact:

Attachments

Resolution 2019-21
Contract No. 2019-020

RESOLUTION 2019-21

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF
BRENTWOOD AND HAZEN AND SAWYER FOR SEWER SYSTEM MODELING
SERVICES, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND
MADE A PART OF THIS RESOLUTION BY REFERENCE**

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Hazen and Sawyer for sewer system modeling services, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR

Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES

between the
CITY OF BRENTWOOD, TN
and
HAZEN AND SAWYER

THIS AGREEMENT, entered into this _____ day of _____, 2019 by and between the City of Brentwood, TN (hereinafter called the OWNER) and Hazen and Sawyer, with offices at 545 Mainstream Drive, Suite 320, Nashville, TN 37228 (hereinafter called the ENGINEER).

WHEREAS, the ENGINEER is willing to serve as the OWNER's professional engineering consultant in those assignments to which this Agreement applies, and in such capacity is willing to give consultation and advice to the OWNER during the performance of ENGINEER's services under the terms and conditions of this Agreement, as supplemented by a detailed, written task order signed by the OWNER and the ENGINEER (the "Task Order") for each project authorized (the "Project") under this Agreement.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I - DESCRIPTION OF PROJECT

The work outlined under this Agreement could include planning, design and construction phase services. The specific elements will be according to the detailed scope to be performed and the deliverables to be provided in each Task Order. The Task Orders for all projects shall be considered integral parts of this Agreement and subject to the terms and conditions hereof.

ARTICLE II - SERVICES TO BE PERFORMED

The ENGINEER will serve as the OWNER's professional engineering representative for services under which this Agreement applies, and will give consultation and advice to the OWNER during the performance of their services.

OWNER and ENGINEER will agree on the scope, time for performance and basis of compensation for each Task Order. ENGINEER will not be obligated to perform any prospective Task Order work unless and until OWNER and ENGINEER agree as to the particulars of the specific project, ENGINEER's services, ENGINEER's compensation and all other appropriate matters, and until the Task Order is duly executed.

ARTICLE III - SCHEDULE

The work to be performed and the services to be rendered under each Task Order as part of this Agreement shall commence as directed by the OWNER. After authorization from the OWNER to begin work, the tasks shall be completed according to the schedule outlined in each Task Order. If OWNER authorizes changes in the scope or character of the Project, or if ENGINEER's services are delayed through no fault of ENGINEER, then the time of completion and compensation shall be adjusted equitably based upon mutual agreement of parties.

ARTICLE IV - COMPENSATION

For services rendered under Article II and the facilities described in Article I, the ENGINEER shall be reimbursed as either lump sum or time and expense as stipulated in each Task Order, with the terms as follows:

Lump Sum:

1. The amount invoiced each month will be based on an estimate of the percent complete multiplied times the lump sum amount.
2. If the Project timing deviates from the assumed schedule for causes beyond ENGINEER's control, ENGINEER reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

Time and Expense:

1. Each hour of service rendered as a direct charge shall be billed according to the Standard Hourly Billing Rate schedule provided in Exhibit A, which includes overhead for paid time off, holidays, payroll taxes, insurance and pension plan.
2. Mileage costs shall be billed at the ENGINEER'S standard employee reimbursement rate, currently 58 cents per mile. Other travel costs shall be billed at direct cost.
3. Other direct expenses shall be billed at actual cost to the ENGINEER.

4. Work done by others on a subcontract basis shall be billed at actual cost to the ENGINEER, plus ten percent (10%), recognizing the increase in liability insurance premiums and administrative costs.

If Additional Services are necessary as approved by the OWNER, the basis of compensation for the Additional Services rendered shall be performed under a negotiated fee consistent with the terms listed above.

ARTICLE V - PAYMENT

Partial payments shall be made to the ENGINEER monthly as work progresses. Partial payments for services rendered under Lump Sum shall be based on an estimate of the percent complete multiplied times the lump sum amount. Partial payments for services rendered under Time and Expense shall be on the basis of hours charged to the job during the previous month by principals and employees of the ENGINEER plus costs for mileage, travel, subconsultants, and other allowable expenses during the previous month as set forth in Article IV of this Agreement.

The ENGINEER shall submit monthly statements requesting payment, supplemented or accompanied by such supporting data as may be required by the OWNER. The OWNER shall approve or disapprove the ENGINEER'S requests for payment within thirty (30) calendar days after receipt. Upon approval of such payment requests by the OWNER, payment upon properly certified vouchers shall be made within fifteen (15) calendar days to the ENGINEER.

ARTICLE VI - PERSONNEL AND FACILITIES

The ENGINEER now has or will secure at their expense, including subconsultants, all personnel and facilities required to perform the services to be rendered under this Agreement. Such personnel are not employees of the OWNER, nor have they any contractual relationship with the OWNER.

The ENGINEER is authorized to engage subconsultants, including surveyors, to assist in the work included under this contract to the extent such services are included herein.

Compensation to such subcontract professionals or firms for work under this contract will be billed to the OWNER as described under Article IV. No subcontract work is authorized for which the OWNER will incur any costs beyond those agreed upon and set forth in Article IV.

ARTICLE VII - SERVICES PROVIDED BY THE OWNER

It is understood that certain services, as required, will be performed and/or furnished by the OWNER. These services may include the following:

1. Assist the ENGINEER by placing at their disposal all available information pertinent to each Task Order, including previous reports, digital mapping, as-built drawings, and other relative data, such as analysis of samples, property boundaries, easements, rights-of-way and deed restrictions.
2. Assist in gaining access to and making all provisions for the ENGINEER to enter upon public and private property as required for performance of their services described herein.
3. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared by the ENGINEER, obtaining advice of legal counsel and/or such other consultants as the OWNER deems appropriate for such examination and rendering in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the ENGINEER.
4. Giving prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any problems or changed circumstances in the project.
5. Furnishing the ENGINEER in a timely manner with copies of pertinent correspondence relating to this project which would not have otherwise been delivered to the ENGINEER.
6. Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement; such person(s) shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
7. The OWNER shall provide to the ENGINEER such information as is available to the OWNER for rendering of services hereunder. The ENGINEER may rely on the sufficiency of such information.

Insofar as any of the above services are necessary for the ENGINEER'S performance of their obligations under this Agreement, the OWNER shall be responsible for providing such services in a satisfactory and timely manner so as not to delay the ENGINEER in their performance thereof.

ARTICLE VIII - OPINIONS OF PROBABLE CONSTRUCTION COST

ENGINEER'S opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the CONTRACTOR's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, OWNER may employ an independent cost estimator.

ARTICLE IX - ASSIGNMENT OF AGREEMENT

Neither the OWNER nor the ENGINEER will assign, sublet, or transfer their interest, duties, or obligations hereunder without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it create any rights or benefits to parties other than the OWNER and the ENGINEER, except such other rights as may be specifically called for herein.

ARTICLE X - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the ENGINEER agrees as follows:

1. The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or veteran status. The ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, age, handicap, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The ENGINEER will, in solicitations or advertisement for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or veteran status.

3. In the event of the ENGINEER'S noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or order, this contract may be canceled, terminated, or suspended in whole or in part; and the ENGINEER may be declared ineligible for further OWNER contracts.

ARTICLE XI - TERMINATION OF CONTRACT

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is so terminated, the ENGINEER will be paid for services rendered through the date of such termination, as mutually agreed upon between parties hereto.

In the case of termination under this paragraph, ENGINEER shall have no liability to OWNER on account of such termination except as otherwise provided in the Agreement, provided that ENGINEER shall provide all plans, specifications and other documents, whether fully or partially completed, prepared by ENGINEER in regard to all pending task orders. The ENGINEER does not accept responsibility or liability for partially completed information, including plans, specifications, etc., resulting from such termination.

ARTICLE XII - REUSE OF DOCUMENTS

All documents including drawings and specifications provided or furnished by ENGINEER (or ENGINEER'S Consultants) pursuant to this Agreement are instruments of service in respect of the project, and ENGINEER and ENGINEER'S Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER'S Consultants, as appropriate) whether or not the project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any such reuse without written verification or adaptation by ENGINEER and ENGINEER'S Consultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S Consultants, and, to the extent permitted by law, OWNER shall indemnify and

hold harmless ENGINEER and ENGINEER'S Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Notwithstanding the foregoing, ENGINEER acknowledges that documents in the custody of OWNER are subject to the public records laws of the State of Tennessee, and ENGINEER will not hold OWNER liable for acts carried out in conjunction with OWNER's good faith efforts to comply with said public records laws.

ARTICLE XIII - STANDARD OF CARE

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the project to which this Agreement applies as hereinafter provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER'S Consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER'S profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

ARTICLE XIV - INSURANCE

As part of ENGINEER'S overall obligation to protect others, and obligation to indemnify, ENGINEER shall, at its own expense, purchase and maintain, in a company or companies lawfully authorized to do business in the State and in companies satisfactory to the OWNER insurance coverage as specified in this Insurance Article herein. Such insurance shall be maintained until three (3) years after substantial completion of construction (or termination of the contract if construction is not involved) and will protect OWNER and ENGINEER from claims set forth below which may arise out of or result from ENGINEER's operations under this Agreement and for which OWNER may be liable, whether such operations be by ENGINEER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Minimum Coverage. ENGINEER shall maintain at a minimum the following insurance policies and coverage with carriers authorized to cover risks and licensed to underwrite policies in the State and having a Best's rating of A-VII or higher:

- a. Worker's Compensation as required by all applicable state and federal laws.
- b. Employer's Liability with limits of \$500,000 each accident, \$500,000 Disease (each employee) and \$500,000 Disease (policy limit).
- c. Comprehensive General Liability with minimum limits of \$1,000,000 per occurrence \$1,000,000 aggregate.
- d. Professional Liability with limits of not less than \$1,000,000, per claim and in the aggregate, insuring the professional liability of ENGINEER.
- e. Business Auto Insurance for all owned, hired, non-owned and Employers' non-ownership vehicles with minimum limits of \$1,000,000 combined single limit.

Certificates of insurance, naming OWNER as an additional insured as to the coverage provided under subsections (b), (c), (d) and (e) above, will be provided by ENGINEER to OWNER.

ARTICLE XV - INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, and its shareholders, directors, officers, agents and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, attorneys' fees, arising out of, resulting from or relating in any way to negligent acts or omissions of ENGINEER, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

ARTICLE XVI - APPLICABLE LAW

This Agreement, including but not by way of limiting the interpretation thereof and the rights and remedies of the parties hereunder, shall be governed by the law of the State of Tennessee.

Except as this Agreement otherwise provides, all claims, counterclaims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of, or relating to this contract or the breach of it, will be decided by resort to the court of competent jurisdiction within

the State of Tennessee, unless alternate means of dispute resolution are agreed upon by both parties hereto.

ARTICLE XVII – AGREEMENT TERM

The ENGINEER agrees that the above-described work shall commence on the date of execution of this agreement and agrees to renew this Agreement annually on its anniversary date for up to four additional one-year periods at the request of the Director, with a price increase tied to the Consumer Price Index for Urban Consumers (CPI-U) as reported by the U.S. Bureau of Labor Statistics. After the first anniversary date of this Agreement, it shall be automatically renewed for four additional one-year periods, provided that OWNER may at any time after the first anniversary date terminate this Agreement for any reason by giving ENGINEER 30 days written notice.

ARTICLE XVIII - ENTIRE AGREEMENT

This document and associated Task Orders represent the entire agreement between the OWNER and the ENGINEER and shall not be modified except in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT the day and year indicated herein:

Attest:

CITY OF BRENTWOOD, TN

Witness

BY: _____
Name
Title

Attest:

HAZEN AND SAWYER

Witness

BY: _____
Scott Woodard, P.E.
Vice President

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES

EXHIBIT A

Standard Hourly Billing Rate Schedule

Category	Rate/Hr
Vice President	215
Associate Vice President	205
Senior Associate	200
Associate	185
Sr. Principal Engineer	155
Principal Engineer	140
Engineer	125
Assistant Engineer	120
Sr. Principal Architect	150
Principal Architect	130
Architect	120
Assistant Architect	115
Sr. Hydraulic Modeler	170
Hydraulic Modeler	120
Sr. Principal Designer	160
Principal Designer	130
Designer/Technician	105
Drafter	90
Construction Manager	165
Sr. Field Coordinator	130
Field Coordinator	110
Sr. Field Inspector	115
Field Inspector	90
Administrative	85
Intern/Co-Op	65

Brentwood City Commission Agenda

Meeting Date: 03/11/2019

Resolution to approve contract with High Tech Special Effects, Inc. for the 2019 Independence Day fireworks display at Crockett Park

Submitted by: Deanna Lambert, Community Relations

Department: Community Relations

Information

Subject

Resolution 2019-23 - July 4th Fireworks Display at Crockett Park

Background

The proposed FY 2020 Annual Budget will include \$15,000 for the Independence Day fireworks display at Crockett Park. A request for proposals (RFP) was emailed to six national fireworks vendors and a notice of the RFP was also published in the Tennessean. All vendors were informed of the total budget at \$15,000 and asked to propose their best show for that cost. The RFP specified a preference for larger shells, and required at least 50% of the total shells to be 4" or larger.

Two firms, High Tech Special Effects, Inc. and Pyro Shows, Inc. submitted proposals. High Tech Special Effects, Inc. proposed 888 total shells, which was the highest number of shells from the two companies. They also offered the highest number of large (4" or larger) shells at 444, with Pyro Shows only offering 348 of the larger shells. Additionally, High Tech met the RFP requirement that at least 50% of the shells be 4" or larger, while Pyro Shows offered only 47.2%.

High Tech Special Effects, Inc. has won the fireworks contract each year since 2011, and the City has been satisfied with the quality of their shows. This year the show will include 124 fewer shells than last year, but 48 more shells will be 4" or larger.

Please contact the Community Relations Director if you have questions.

Staff Recommendation

Staff recommends City Commission's approval of the resolution to contract with High-Tech Special Effects for the 2019 Independence Day fireworks display.

Previous Commission Action

none

Fiscal Impact

Amount : \$15,000

Source of Funds: General Fund

Account Number: 110-41680-82590

Fiscal Impact:

A total of \$15,000 will be proposed in the FY 2020 budget for this purpose. Payment for these services occurs after the 4th of July, which is at the very beginning of FY 2020.

Attachments

Resolution 2019-23

Contract No. 2019-023

2019 Bid Tabulation Sheet

RESOLUTION 2019-23

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND HIGH TECH SPECIAL EFFECTS, INC. FOR THE 2019 INDEPENDENCE DAY FIREWORKS SHOW, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and High Tech Special Effects, Inc. for the 2019 Independence Day fireworks show at Crockett Park, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR

Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn



CONTRACT AGREEMENT

This is an agreement entered into, by and between High Tech Special Effects Inc. and City of Brentwood hereinafter referred to as "Purchaser". High Tech Special Effects Inc., agrees to design, coordinate, and operate special effects / pyrotechnical displays for Purchaser on July 4, 2019.

High Tech Special Effects Inc. will provide the following:

- 1 - All equipment that relates to the special effects / pyrotechnics.
- 2 - Set up, design and operation of the special effects / pyrotechnics will be done by High Tech Special Effects Inc. technicians. The technicians provided by High Tech Special Effects Inc. will be properly licensed by all applicable governmental authorities and adequately trained and experienced at operating and using the equipment and effects provided hereunder.
- 3 - Insurance: A Commercial General Liability "All Risk" insurance certificate per show will be provided. Any additional liability coverage over and above the coverage provided by High Tech Special Effects Inc. per show will be the responsibility of the Purchaser. High Tech Special Effects Inc. will deliver a certificate evidencing such insurance to the Purchaser upon the execution hereof, identifying "City of Brentwood, Tennessee as additional insured.
- 4 - High Tech Special Effects Inc. will provide all necessary specifications, plans and other information required for the insuring, licensing and permitting of the special effects / pyrotechnics to be delivered pursuant to this agreement. High Tech Special Effects Inc. will be responsible for obtaining, at the Purchaser's expense, all necessary permits and licenses for each show and for identifying and providing local shooters where required by law.
- 5 - Product: The shipping of all special effects / pyrotechnic materials outside of North America will be billed extra.

Special Effects is not providing any other services or products other than those specifically provided in this agreement: As per proposal

Purchaser will provide the following:

- 1 - Payment for Total Contract Price: \$15,000.00
- 2 - All General Terms

*Upon the signing of this agreement, a deposit in the form of a certified check or company check will be sent to High Tech Special Effects Inc. for the amount of 50% of the contract price to be paid in U. S. funds.

The balance of this contract will be paid prior to the execution of the show on the day of the show unless other payment arrangements have been made and agreed upon in writing.

All invoices are due and payable upon receipt. Any invoices not paid within 30 days shall be subject to an late fee of 1.5% per month* All payments are to be in the form of a certified check and/or cash and payable to High Tech Special Effects Inc.

Said parties of this contract may enter into future contracts with Special Effects either orally or in writing. The parties expressly agree any future contracts for displays or equipment rentals shall be governed by the terms of this contract unless expressly stated in writing by both parties.

Rg

Initials

High Tech Special Effects

Initials

Purchaser

General Terms

1 - Miscellaneous expenses: It is the responsibility of the Purchaser to pay for all permits per show, any local shooters and/or fire watch expenses that may be requested by local officials or that may be required by state law.

2 - Purchaser, at its own expense, agrees to provide High Tech Special Effects Inc. with (A) A suitable display site in which to stage the special effects / special effects / pyrotechnics, including a firing and fallout zone reasonably acceptable to High Tech Special Effects Inc. in which the special effects / special effects / pyrotechnics may be exhibited safely. (B) Guard protection, roping, fencing, and/or other crowd control measures to prevent access of the public or its property or any other people or property not authorized by High Tech Special Effects Inc. into the display site. (C) Access by High Tech Special Effects Inc. at all times to the display location. If Purchaser fails to fully comply with A, B and C set forth High Tech Special Effects Inc. shall have no obligation to perform and Purchaser agrees to pay High Tech Special Effects Inc. the entire contract price plus any additional expenses incurred because of said failure.

3 - All available stadium, site or arena lighting must be turned on immediately after the display. These lights must remain on until all clean-up of the site is completed.

4 - The shoot site must be kept secured for a minimum time of 120 minutes after the completion of the display. NO EXCEPTIONS.

5 - Purchaser agrees to assume the risk of inclement weather, Acts of God, war, riot, governmental action, foreign and domestic shipping restrictions, cancellations and/or delays in material shipments, fire, flood or other causes beyond High Tech Special Effects Inc.'s. control, which may prevent the pyrotechnic display from being safely fired on the scheduled date, which may cause cancellation of any event for which Purchaser has purchased the display. It shall be High Tech Special Effects Inc.'s sole discretion to determine whether or not the display may be fired safely on the scheduled date and scheduled time. If for any reason beyond High Tech Special Effects Inc.'s. control, including inclement weather, High Tech Special Effects Inc. is unable to fire the display on the scheduled date or any event for which Purchaser has purchased the special effects / pyrotechnic display to be canceled, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date. Purchaser further agrees to pay High Tech Special Effects Inc. for any additional expenses made necessary by this postponement.

6 - Purchaser shall have the option to unilaterally cancel the display prior to the date of the display. If Purchaser exercises this option, Purchaser agrees to pay High Tech Special Effects Inc., as liquidation damages the following percentages of the agreed contract price. (1) 25% if canceled 3 or more days prior to the scheduled day of the display. (2) 50% if cancellation occurs within 2 days of the scheduled date. (3) 75% if cancellation occurs on the date set for the display but prior to the physical set up of the display. (4) 100% thereafter.

7 - Itineraries: Current and up to date itineraries will be provided to High Tech Special Effects Inc. High Tech Special Effects Inc. will be notified promptly of any changes in the itineraries.

Moreover, all parties agree that Brentwood, Tennessee shall be deemed the place of execution, origin and performance for this contract. Also, the parties agree that any cause of action for any breach of any provision of this contract will be brought in Williamson County, Tennessee, and all parties agree that Williamson County Tennessee is the correct venue for resolving any such dispute. Tennessee Law shall govern this contract**

Independent Contractor: It is expressly understood and agreed that High Tech Special Effects Inc., in the performance of this Agreement, is an independent contractor of the Purchaser in all manners and respects and will be acting as its own separate capacity and not as an agent, employee, partner, joint venture or associate of the Purchaser. It is further agreed that High Tech Special Effects Inc. shall be solely responsible for all of the withholding taxes, social security taxes, unemployment taxes and workers compensation insurance premiums of its own personnel.



Initials

High Tech Special Effects

Initials

Purchaser

High Tech Special Effects Inc. reserves the ownership rights and trade names that are used in or as a part of the pyrotechnic display to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of High Tech Special Effects Inc. is prohibited. All other legal rights and interests related to said performance, by duplication, either thru audio or video reproduction through any media format is specifically reserved by High Tech Special Effects.

Standard of Performance: High Tech Special Effects Inc. agrees that it shall perform all duties and services hereunder in a reasonable manner in accordance to industry standards.

Consent to Audio Video Recording of Performance: Purchasers agrees and consents to the audio / video recording of said performance, strictly for promotional purposes. Purchasers expressly agree to such audio or video duplication and or re broadcast for said use.

The parties each individually represent and warrant that they have the full power and authority to enter into this Agreement and to perform all of the obligations hereunder without violating the legal or equitable rights of any third party.

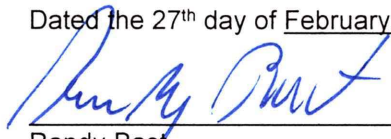
In the event any provision of this Agreement shall be found to be contrary to any law or regulation of any federal, state or municipal administrative agency or body, the other provisions of this Agreement shall not be affected thereby but shall notwithstanding continue in full force and effect.

No waiver by either party hereto of any breach or default by the other party shall be construed to be a waiver of any other breach or default by such other party. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which either party is entitled under this Agreement or otherwise, nor shall an election to terminate be deemed an election of remedies or a waiver of any claim for damages or otherwise.

Neither this Agreement nor any of the terms or conditions hereof may be waived, amended or modified except by means of a written instrument duly executed by both parties. Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties as to such subject matter, whether oral or written.

Notices: All notices and statements for or required by this Agreement shall be in writing, and shall be delivered personally to the other designated party, or mailed by certified or registered mail, return receipt requested, or delivered by a recognized national overnight courier service as follows: If to High Tech Special Effects Inc.: Attn: Randy Bast, P.O. Box 478, Oakland, TN 38060, If to: City of Brentwood, 5211 Maryland Way, Brentwood, TN., 37024-0788

Dated the 27th day of February, 2019



Randy Bast
High Tech Special Effects Inc.
P.O. Box 478
Oakland, TN.
38060

Dated the ____ day of _____ 2019

Mayor
City of Brentwood
5211 Maryland Way
Brentwood, TN
37024

City of Brentwood

PROPOSAL TABULATION
FOR
FIREWORKS
BID OPENING: February 7, 2019 – 2:00 p.m.

BIDDER	BASE BID	NOTES
High-Tech Special Effects* Attn: Randy Bast PO Box 193 11721 Old Meadow Road Eads, TN 38028	\$15,000	3" 144 4" 234 5" 120 6" 90 3" Finale <u>300</u> 888
Pyro Shows Attn: Lansden Hill P.O. Box 1776 LaFollette, TN 37766	\$15,000	Did not meet specifications

*Apparent best bid

Cc: Kirk Bednar
Jay Evans
Richard Parker
Deanna Lambert
Holly Earls

Brentwood City Commission Agenda

Meeting Date: 03/11/2019

Resolution 2019-24 - Approval of Contract with Bell & Associates for the Repair of the Wildwood Valley Bridge

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Resolution 2019-24 - Approval of a competitively bid contract with Bell & Associates to repair the Wildwood Valley Drive Bridge.

Background

The Wildwood Valley Drive bridge extends for a length of approximately 120' over the Little Harpeth River. It was originally constructed in approximately 1970 when the subdivision was part of Williamson County. The area was later annexed into Brentwood. With respect to the estimated age of approximately 50 years, the bridge remains in relatively good condition at this time. However, staff believes it is important to help preserve the condition of the structure and address some deterioration that currently exists. This project is included the current Capital Improvements Program (CIP).

With the help of our consulting engineer, Alfred Benesch & Company ("Benesch"), who maintains a strong reputation in the design of bridges throughout the nation, we finalized plans for the necessary repairs and resurfacing work. Staff and the Benesch engineers conducted an informational public meeting for the affected neighbors on January 22, 2019. Based on the feedback received at the public meeting, some details were modified, including the schedule for the project. The project was advertised for bid on February 13, with the public bid opening on February 27. Three competitive bids were submitted by professional bridge contractors, with prices ranging from \$340,026.50 to \$377,723.60.

Bell & Associates Construction ("Bell"), a Brentwood area firm, was the apparent low bidder. Bell has a large portfolio of impressive projects throughout the area with experience on several large bridge projects. In addition to full and partial depth bridge deck repair and reinforcement of a scoured pier on the north end, Bell's proposal includes temporary signalized traffic control to facilitate the bridge work, which will allow one lane to remain open to traffic. They will also provide necessary pavement and pavement marking work along with erosion control measures throughout the project.

With respect to neighborhood feedback, the project timeline has been adjusted and

shortened, allowing the contractor to begin mobilization on or after June 3, 2019. The lane closure work on the bridge cannot begin until July 8, 2019, to help reduce congestion through the height of seasonal swim team traffic at the neighboring Brentwood Swim and Tennis Club at Wildwood. Completion of the phased bridge work must be on or before October 28, 2019, with demobilization and clean-up permitted to continue through November 22, 2019, if needed.

On a related note, Harpeth Valley Utilities District currently has a 6" water line attached to the east side of the bridge. HVUD will be coordinating the removal of that water line prior to construction while continuing to serve those residents through two additional water line connections that feed that area. Once the bridge work is complete, HVUD will return to hang a new 8" water line in the same location as the existing line. They are currently working under a separate agreement with Benesch for design services and will be coordinating with Bell to mount new pipe hangers on the bridge. Staff is comfortable with this arrangement, as we believe that both Benesch and Bell will maintain the City's interests throughout this work.

Staff, along with our team at Benesch, have reviewed the bids, and it is our recommendation that the contract be awarded to the lowest bidder, Bell & Associates Construction. A copy of the engineer's recommendation letter as well as contract documents are attached for your information.

Please direct any questions to the Public Works Director.

Staff Recommendation

Staff recommends that the City Commission approve the contract with Bell & Associates Construction.

Previous Commission Action

At the August 13, 2018 meeting, the City Commission approved Resolution 2018-58 allowing staff to work with Alfred Benesch and Company for design and bidding services for the repair and resurfacing of the Wildwood Valley Bridge.

Fiscal Impact

Amount : \$355,026.50

Source of Funds: Capital Improvements

Account Number: 311-43100-1052

Fiscal Impact:

The original construction budget for for this work (\$175,000) was developed prior to completion of the initial engineering assessment, which identified the needed abutment work and the need for a temporary traffic signal.

In addition to the contract amount of \$340,026.50, staff also seeks Commission approval of a small contingency allowance of an additional \$15,000 to allow the project to efficiently proceed in the event of any unplanned complications or unanticipated discoveries. In total staff seeks approval of \$355,026.50 of Capital Improvement funds for this project.

The overage will be covered in the Capital Projects Fund through a combination of available unallocated Capital Projects Fund balance and a portion of the planned FY 2019 year-end transfer of excess General Fund revenues to the Capital Projects Fund.

Attachments

Resolution 2019-24

Contract No. 2019-025

Bell & Associates Bid

Engineer's Review

Bid Submittal Signature

Bid Bond

Iran Divestment

State License

RESOLUTION 2019-24

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND BELL & ASSOCIATES FOR REPAIR OF THE WILDWOOD VALLEY DRIVE BRIDGE, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Bell & Associates for repair of the Wildwood Valley Drive bridge, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Brentwood, Tennessee ("Owner") and
Bell & Associates Construction, L.P. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Bridge repair on the existing structure along Wildwood Valley Dr. over Little Harpeth River including necessary concrete, asphalt, and miscellaneous tasks in Brentwood, Tennessee.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Alfred Benesch & Co.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Contract Times: Calendar Days*

- 4.3 Bidder agrees that the Mobilization will begin on June 3, 2019, and Phased Work will begin on July 8, 2019 and be complete by October 28, 2019. Substantial completion shall occur by November 22, 2019 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date when substantial completion is confirmed. Provisions regarding Contract Times are subject to any provisions in the Supplemental Conditions.

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.03 above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
- B. *Bonus*: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$0 for each day prior to the time specified in Paragraph 4.03 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$0.

4.4 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.03 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

ARTICLE 5 – BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

FOOTNOTES	ITEM NO.	DESCRIPTION	UNIT	TOTAL EST QTY	DOLLARS UNIT PRICE	AMOUNT
	105-01	CONSTRUCTION STAKES, LINES AND GRADES	L.S.	1	2,100.00	2,100.00
	201-01	CLEARING AND GRUBBING	L.S.	1	8,300.00	8,300.00
1, 7	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	2	585.00	1,170.00
1	209-05	SEDIMENT REMOVAL	C.Y.	12	95.00	1,140.00
2	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	530	4.25	2,252.50
2	209-08.08	ENHANCED ROCK CHECK DAM	EA.	4	375.00	1,500.00
1	307-01.06	ASPHALT CONCRETE MIX (PG 64-22) (BPMB-HM) GRADING B	TON	18	185.00	3,330.00
1	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	1	1,650.00	1,650.00
1	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	1	160.00	160.00
1	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	2,055.00	2,055.00
1, 4	411-02.11	ACS MIX (PG 70-22) GRADING E SURFACE	TON	100	155.00	15,500.00
1	415-01.02	COLD PLANNING OF BITUMINOUS PAVEMENT	S.Y.	40	55.00	2,200.00
	621-03.02	18" TEMPORARY DRAINAGE PIPE	L.F.	24	90.00	2,160.00
	705-08.51	PORTABLE IMPACT ATTENUATOR NCHRP350 TL-3	EA.	2	4,300.00	8,600.00
3	709-05.05	MACHINED RIP RAP (CLASS A-3)	TON	70	82.00	5,740.00

	712-01	TRAFFIC CONTROL	L.S.	1	5,000.00	5,000.00
8	712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	570	20.00	11,400.00
1	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EA.	50	30.00	1,500.00
1	712-06	SIGNS (CONSTRUCTION)	S.F.	291	10.00	2,910.00
1	712-07.03	TEMPORARY BARRICADE (TYPE III)	L.F.	24	15.00	360.00
1	712-09.01	REMOVABLE PAVEMENT MARKING LINE	L.F.	3500	2.25	7,875.00
1	712-09.02	REMOVABLE PAVEMENT MARKING (8" BARRIER LINE)	L.F.	970	4.20	4,074.00
1	712-09.04	REMOVABLE PAVEMENT MARKING (STOP LINE)	L.F.	55	15.00	825.00
	713-02.27	CONCRETE BARRIER/PARAPET DELINEATOR (BI-DIRECTIONAL)	EA.	20	35.00	700.00
	717-01	MOBILIZATION	EA.	1	16,900.00	16,900.00
5	730-40	TEMPORARY TRAFFIC SIGNAL SYSTEM	EA.	1	40,000.00	40,000.00
3	740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	100	2.10	210.00
2	740-11.03	TEMPORARY SEDIMENT TUBE (18 INCH)	L.F.	130	4.50	585.00
6	797-07.60	ADJUST EXISTING MANHOLE	EA.	1	500.00	500.00
	801-03	WATER (SEEDING & SODDING)	M.G.	1	61.00	61.00
1	803-01	SODDING (NEW SOD)	S.Y.	50	6.10	305.00

BRIDGE ITEMS						
	202-04.01	REMOVAL OF STRUCTURES (BRIDGE NO. 940A4270001)	L.S.	1	45,000.00	45,000.00
	204-02.01	DRY EXCAVATION (BRIDGES)	C.Y.	81	36.00	2,916.00
	204-06.01	FLOWABLE FILL (GENERAL)	C.Y.	41	440.00	18,040.00
11	303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	51	82.00	4,182.00
	604-02.03	EPOXY COATED REINFORCING STEEL	L.B.	3,292	2.25	7,407.00
3	604-03.01	CLASS 'A' CONCRETE (BRIDGES)	C.Y.	10	1,000.00	10,000.00
	604-03.09	CLASS 'D' CONCRETE (BRIDGE DECK)	C.Y.	12	1,595.00	19,140.00
	604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	S.Y.	60	25.00	1,500.00
1, 6	604-10.30	BRIDGE DECK REPAIRS (FULL DEPTH OF SLAB)	S.Y.	5	900.00	4,500.00
1, 6	604-10.50	BRIDGE DECK REPAIRS (PARTIAL DEPTH OF SLAB)	S.Y.	46	400.00	18,400.00
1, 4	604-10.05	CONCRETE	S.F.	3	285.00	855.00
1, 5	604-10.54	CONCRETE REPAIRS	S.F.	3	285.00	855.00
7	617-01	BRIDGE DECK SEALANT	S.Y.	291	30.00	8,730.00
9	620-09	REMOVAL AND REPLACEMENT OF EXISTING BRIDGE RAIL	L.F.	70	170.00	11,900.00
10	621-05.02	TEMPORARY SHORING	LS	1	13,000.00	13,000.00
8	709-05.05	MACHINED RIPRAP (CLASS A-3)	TON	251	82.00	20,582.00
2	710-09.01	6" PERF. PIPE WITH VERTICAL DRAIN SYSTEM	L.F.	25	45.00	1,125.00
2	710-09.02	6" PIPE UNDERDRAIN	L.F.	26	32.00	832.00
TOTAL BID						340,026.50

The Bid includes all labor, equipment, and materials to perform the construction installation outlined in the drawings and specifications. Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and

EJCDC® C-410, Bid Form for Construction Contracts.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 00300-7

profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price (in words) \$ 340,026.50
Three hundred forty thousand, twenty-six dollars and fifty cents

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
SUCCESSFUL CONTRACTOR'S BID TO BE INSERTED					
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$
Total in Words: _____					
_____ Dollars					

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the current rate of the bank in which the funds are deposited.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00100-1 to 01200-7, inclusive).
 - 2. Performance bond (pages 00700-1 to 00700-3, inclusive).
 - 3. Payment bond (pages 00800-1 to 00800-3, inclusive).
 - 4. General Conditions (pages 00900-1 to 00900-65, inclusive).
 - 5. Supplementary Conditions (pages 01000-1 to 01000-5, inclusive).

6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of 26 sheets with each sheet bearing the following general title: *Wildwood Valley Dr. Over Little Harpeth River Bridge Repair Project*.
8. Addenda (numbers N/A to _____, inclusive).
9. Other Sections of this Agreement (enumerated as shown in Table of Contents)
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Addenda Issued to this Notice.
 - b. Notice to Proceed.
 - c. Work Change Directives.
 - d. Change Orders.
 - e. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid

and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.6 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

CONTRACTOR:

Bell & Associates Construction, L.P.

By: 

Title: Partner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: Admin Asst.

Address for giving notices:

P.O. Box 363

Brentwood, TN 37024

License No.: 41152

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

ARTICLE 5 – BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

FOOTNOTES	ITEM NO.	DESCRIPTION	UNIT	TOTAL EST QTY	DOLLARS UNIT PRICE	AMOUNT
	105-01	CONSTRUCTION STAKES, LINES AND GRADES	L.S.	1	2,100.00	2,100.00
	201-01	CLEARING AND GRUBBING	L.S.	1	8,300.00	8,300.00
1, 7	203-07	FURNISHING & SPREADING TOPSOIL	C.Y.	2	585.00	1,170.00
1	209-05	SEDIMENT REMOVAL	C.Y.	12	95.00	1,140.00
2	209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	530	4.25	2,252.50
2	209-08.08	ENHANCED ROCK CHECK DAM	EA.	4	375.00	1,500.00
1	307-01.06	ASPHALT CONCRETE MIX (PG 64-22) (BPMB-HM) GRADING B	TON	18	185.00	3,330.00
1	402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	1	1,650.00	1,650.00
1	402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	1	160.00	160.00
1	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	2,055.00	2,055.00
1, 4	411-02.11	ACS MIX (PG 70-22) GRADING E SURFACE	TON	100	155.00	15,500.00
1	415-01.02	COLD PLANNING OF BITUMINOUS PAVEMENT	S.Y.	40	55.00	2,200.00
	621-03.02	18" TEMPORARY DRAINAGE PIPE	L.F.	24	90.00	2,160.00
	705-08.51	PORTABLE IMPACT ATTENUATOR NCHRP350 TL-3	EA.	2	4,300.00	8,600.00
3	709-05.05	MACHINED RIP RAP (CLASS A-3)	TON	70	82.00	5,740.00

	712-01	TRAFFIC CONTROL	L.S.	1	5,000.00	5,000.00
8	712-02.02	INTERCONNECTED PORTABLE BARRIER RAIL	L.F.	570	20.00	11,400.00
1	712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EA.	50	30.00	1,500.00
1	712-06	SIGNS (CONSTRUCTION)	S.F.	291	10.00	2,910.00
1	712-07.03	TEMPORARY BARRICADE (TYPE III)	L.F.	24	15.00	360.00
1	712-09.01	REMOVABLE PAVEMENT MARKING LINE	L.F.	3500	2.25	7,875.00
1	712-09.02	REMOVABLE PAVEMENT MARKING (8" BARRIER LINE)	L.F.	970	4.20	4,074.00
1	712-09.04	REMOVABLE PAVEMENT MARKING (STOP LINE)	L.F.	55	15.00	825.00
	713-02.27	CONCRETE BARRIER/PARAPET DELINEATOR (BI-DIRECTIONAL)	EA.	20	35.00	700.00
	717-01	MOBILIZATION	EA.	1	16,900.00	16,900.00
5	730-40	TEMPORARY TRAFFIC SIGNAL SYSTEM	EA.	1	40,000.00	40,000.00
3	740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	100	2.10	210.00
2	740-11.03	TEMPORARY SEDIMENT TUBE (18 INCH)	L.F.	130	4.50	585.00
6	797-07.60	ADJUST EXISTING MANHOLE	EA.	1	500.00	500.00
	801-03	WATER (SEEDING & SODDING)	M.G.	1	61.00	61.00
1	803-01	SODDING (NEW SOD)	S.Y.	50	6.10	305.00

BRIDGE ITEMS						
	202-04.01	REMOVAL OF STRUCTURES (BRIDGE NO. 940A4270001)	L.S.	1	45,000.00	45,000.00
	204-02.01	DRY EXCAVATION (BRIDGES)	C.Y.	81	36.00	2,916.00
	204-06.01	FLOWABLE FILL (GENERAL)	C.Y.	41	440.00	18,040.00
11	303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	51	82.00	4,182.00
	604-02.03	EPOXY COATED REINFORCING STEEL	L.B.	3,292	2.25	7,407.00
3	604-03.01	CLASS 'A' CONCRETE (BRIDGES)	C.Y.	10	1,000.00	10,000.00
	604-03.09	CLASS 'D' CONCRETE (BRIDGE DECK)	C.Y.	12	1,595.00	19,140.00
	604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	S.Y.	60	25.00	1,500.00
1, 6	604-10.30	BRIDGE DECK REPAIRS (FULL DEPTH OF SLAB)	S.Y.	5	900.00	4,500.00
1, 6	604-10.50	BRIDGE DECK REPAIRS (PARTIAL DEPTH OF SLAB)	S.Y.	46	400.00	18,400.00
1, 4	604-10.05	CONCRETE	S.F.	3	285.00	855.00
1, 5	604-10.54	CONCRETE REPAIRS	S.F.	3	285.00	855.00
7	617-01	BRIDGE DECK SEALANT	S.Y.	291	30.00	8,730.00
9	620-09	REMOVAL AND REPLACEMENT OF EXISTING BRIDGE RAIL	L.F.	70	170.00	11,900.00
10	621-05.02	TEMPORARY SHORING	LS	1	13,000.00	13,000.00
8	709-05.05	MACHINED RIPRAP (CLASS A-3)	TON	251	82.00	20,582.00
2	710-09.01	6" PERF. PIPE WITH VERTICAL DRAIN SYSTEM	L.F.	25	45.00	1,125.00
2	710-09.02	6" PIPE UNDERDRAIN	L.F.	26	32.00	832.00
TOTAL BID					340,026.50	

The Bid includes all labor, equipment, and materials to perform the construction installation outlined in the drawings and specifications. Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and

profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price (in words) \$ 340,026.50

Three hundred forty thousand, twenty-six dollars and fifty cents

Todd Hoppenstedt
Director of Public Works
City of Brentwood, Tennessee
1750 General George Patton Drive
Brentwood, TN 37027

Dear Mr. Hoppenstedt:

Alfred Benesch and Co. has reviewed the bids received at the bid opening held on 2/27/2019 for compliance with the instructions to bidders listed in the Project Manual for the Wildwood Valley Dr. over Little Harpeth River Bridge Repair Project. Upon review, the prices received and read aloud during the bid opening match the unit prices prepared by the contractors. The following is a list of the contractors and their bids:

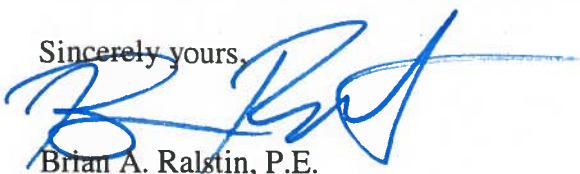
<u>Contractor</u>	<u>Total Bid Amount</u>
Bell and Associates Construction, L.P.	\$340,026.50
Jamison Construction, LLC	\$374,055.00
Mid-State Construction	\$377,723.60

The bid documents were reviewed to ensure that the following was included with the unit price proposal:

- Present Commitments,
- Previous Experience,
- Three references,
- Equipment list,
- Commitment that bidder must perform 50% of work with Bidder's own forces,
- Listing of all Subcontractors for work valued at or above \$25,000,
- Statement of License Certificate,
- Employing and Contracting with Illegal Immigrants Attestation Form,
- 5% Bid Bond,
- Signed Affidavit of Drug Free Workplace,
- Signed Iran Divestment Act,
- Signed Statement of License Certificate.

Upon completion of this review, we have concluded that Bell and Associates Construction, L.P. is the lowest and most responsive bidder with a total bid of \$340,026.50. If you have any questions or concerns, please do not hesitate to contact either Jake Williams or myself.

Sincerely yours,


Brian A. Ralstin, P.E.

cc: File

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Bell & Associates Construction, L.P.

By:

[Signature]

SA HOC

[Printed name]

Steve Hoover

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Cindy Maxwell

[Printed name]

Cindy Maxwell

Title:

Administrative Assistant

Submittal Date:

2/27/19

Address for giving notices:

P.O. Box 363

Brentwood TN 37024

Telephone Number:

615. 373. 4343

Fax Number:

615. 373. 9224

Contact Name and e-mail address:

Steve Hoover

Shoover@balp.com

Bidder's License No.:

41152

(where applicable)

**ACTIONS IN LIEU OF A MEETING OF THE PARTNERS
OF BELL & ASSOCIATES CONSTRUCTION, LP**

JAN. 1, 2013

=====

The following actions by the general partner and all of the limited partners (the "Partners") of BELL & ASSOCIATES CONSTRUCTION, LP (the "Partnership") are taken by unanimous written consent in lieu of a special meeting of the Partners:

RESOLVED, that the Partners hereby authorize the following individuals to execute owner contracts, owner change orders, performance bonds, labor material bonds limited to the amounts stated next to their names, for and on behalf of the Partnership:

<u>Individual:</u>	<u>Authorized Amount:</u>
Keith Pyle	Unlimited Signature Authority
Jody Evans	Unlimited Signature Authority
Steve Hoover	Limited Signature Authority of \$30,000,000.00
Darek Bell	Limited Signature Authority of \$20,000,000.00
Chip Greene	Limited Signature Authority of \$15,000,000.00
Elvis Butler	Limited Signature Authority of \$10,000,000.00
JD Goolesby	Limited Signature Authority of \$20,000,000.00
Kevin Keller	Limited Signature Authority of \$10,000,000.00
John Thayer	Limited Signature Authority of \$10,000,000.00
Jeremy Mitchell	Limited Signature Authority of \$10,000,000.00

FURTHER RESOLVED, that each of the above individuals is also hereby authorized to execute purchase orders and subcontracts in regard to their assigned contracts for and on behalf of the Partnership; provided, however, that such purchase orders and subcontracts shall be limited to the amounts stated next to each individual's name above:

FURTHER RESOLVED, that any owner contracts, owner change orders, performance bonds, labor material bonds, purchase orders and/or subcontracts in excess of the above stated limits will require the additional

JAN 1, 2013

approval of either of the following individuals:

Darek Bell;
Keith Pyle; or
Jody Evans

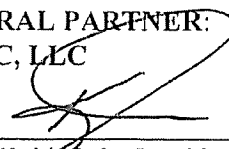
RESOLVED, that the following individuals are hereby authorized to execute any and all contracts entered into the Tennessee Department of Transportation by and on behalf of the Partnership:

Chip Greene
Steve Hoover
Keith Pyle
Jody Evans
Jeremy Mitchell

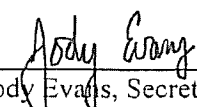
FURTHER RESOLVED, that any all past actions of the Partners for and on behalf of the Partnership are hereby ratified, confirmed and approved as actions taken and business transacted therein as if such acts were approved and ratified in the first instance.

IN WITNESS WHEREOF, the undersigned have executed these actions to be effective on the date and year first above written.

GENERAL PARTNER:
GPBAC, LLC

By: 
Keith Pyle, President

By: 
Darek Bell, Vice President

By: 
Jody Evans, Secretary/Treasurer

LIMITED PARTNERS:

Bell & Associates Construction, LP

JAN 1, 2013

Page 3 of 3

Bradford F. Bell

Bradford Fielding Bell

Darek

Darek Brandon Bell

Elvis Butler

Elvis Butler

Keith Pyle

Keith Pyle

Chip Greene

Chip Greene

Jeremy Mitchell

Jeremy Mitchell

John David Goolesby

John David Goolesby

Jody Evans

Jody Evans

Steve Hoover

Steve Hoover

Kevin Keller

Kevin Keller

John Thayer

John Thayer

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
Bell & Associates Construction, LP
1000 Health Park Drive, Suite 150
Brentwood, TN 37024

SURETY (Name, and Address of Principal Place of Business):
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address):
City of Brentwood, Tennessee
Attn: Mr. Todd Hoppenstedt, Public Works
Director 1750 General George Patton Drive
Brentwood, TN 37027

BID

Bid Due Date: February 27, 2019

Description (Project Name— Include Location): Wildwood Valley Dr. Over Little Harpeth River Bridge Repair Project

BOND

Bond Number: N/A

Date: February 27, 2019

Penal sum FIVE PERCENT OF AMOUNT BID

5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Bell & Associates Construction, LP

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Liberty Mutual Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Deborah S. Hudgins

Print Name

Attorney-In-Fact

Title

Attest:

Signature : Elizabeth A. Hartzberg

Title - Vice President

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200492-016020**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tim J. Brandt; Jimmy M. Evans, Jr.; Elizabeth A. Hartzberg; Deborah S. Hudgins

all of the city of Nashville state of TN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of February, 2019.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF TENNESSEE DRUG-FREE WORKPLACE AFFIDAVIT
COUNTY OF Davidson OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

- 1) He/She is the principal officer for:
 - a) Contractor: Bell & Associates Construction, L.P.
 - b) Address: P.O. Box 363
 - c) City, State: Brentwood, TN 37024
- 2) That the bidding entity has submitted a bid to the City of Brentwood for the project titled "Wildwood Valley Dr. Over Little Harpeth River Bridge Repair Project, Brentwood, Tennessee, Engineer's";
- 3) That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with § - 50-9-113, Tennessee Code Annotated.
- 4)
- 5) That this affidavit is made on personal knowledge.

Further Affiant saith not.


AFFIANT

SUBSCRIBED AND SWORN TO before me this 27th day of Feb., 20 19.


NOTARY PUBLIC

My commission expires: 11/8/21



IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department's Central Procurement Office*. When competitive bidding is required, *Tennessee Code Annotated* § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to *T.C.A.* § 12-12-106.

SHH
Signature

2/27/19
Date

Steve Hoover
Printed Name

Partner
Title

Bald & Associates Construction, L.P.
Name of Firm/Company



STATEMENT OF LICENSE CERTIFICATE

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:

This is to certify that Bell & Associates Const. L.P. has fully complied with all requirements of Chapter No. 6 of Title 62 of the Tennessee Codes Annotated. The Contractor's name, license number, expiration date of registration, and license classification appears on the envelope containing the bid, and I understand the bid will not be considered otherwise. Electrical, plumbing, heating, ventilation, and air conditioning subcontractor's name, license number, expiration date of registration, and license classification likewise appears on the envelope containing the bid, and I understand the bid will not be considered otherwise. I further understand that failure to follow Tennessee State Bidding Laws will result in my bid being rejected and may subject my future bids to being banned for at least one (1) year from the date of submittal of this bid.

Expiration of Certificate No. 41152 on 12/31, 20 by

the State Board of Licensing General Contractors.

Signed: _____



(Signature of general partner or authorized corporate official - attach evidence of authority to sign)

City of Brentwood Public Works
Williamson Co., Tennessee

INDEMNIFICATION AGREEMENT

Bell & Associates Const. L.P. agrees to indemnify and save the Government of Brentwood, the City of Brentwood and its individual on-or off-duty officers, elected officials and employees, harmless from any all losses, damages and expenses, including court costs and attorney fees, by reason of any loss, whatsoever, arising out of or in consequence of the work done in connection with this Agreement, excepting only such losses as shall be occasioned solely by the negligence of the City of Brentwood.

Sty Hoo

**ACTIONS IN LIEU OF A MEETING OF THE PARTNERS
OF BELL & ASSOCIATES CONSTRUCTION, LP**

JAN. 1, 2013

=====

The following actions by the general partner and all of the limited partners (the "Partners") of BELL & ASSOCIATES CONSTRUCTION, LP (the "Partnership") are taken by unanimous written consent in lieu of a special meeting of the Partners:

RESOLVED, that the Partners hereby authorize the following individuals to execute owner contracts, owner change orders, performance bonds, labor material bonds limited to the amounts stated next to their names, for and on behalf of the Partnership:

<u>Individual:</u>	<u>Authorized Amount:</u>
Keith Pyle	Unlimited Signature Authority
Jody Evans	Unlimited Signature Authority
Steve Hoover	Limited Signature Authority of \$30,000,000.00
Darek Bell	Limited Signature Authority of \$20,000,000.00
Chip Greene	Limited Signature Authority of \$15,000,000.00
Elvis Butler	Limited Signature Authority of \$10,000,000.00
JD Goolesby	Limited Signature Authority of \$20,000,000.00
Kevin Keller	Limited Signature Authority of \$10,000,000.00
John Thayer	Limited Signature Authority of \$10,000,000.00
Jeremy Mitchell	Limited Signature Authority of \$10,000,000.00

FURTHER RESOLVED, that each of the above individuals is also hereby authorized to execute purchase orders and subcontracts in regard to their assigned contracts for and on behalf of the Partnership; provided, however, that such purchase orders and subcontracts shall be limited to the amounts stated next to each individual's name above:

FURTHER RESOLVED, that any owner contracts, owner change orders, performance bonds, labor material bonds, purchase orders and/or subcontracts in excess of the above stated limits will require the additional

approval of either of the following individuals:

Darek Bell;
Keith Pyle; or
Jody Evans

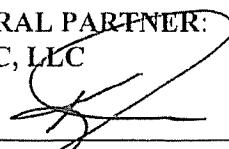
RESOLVED, that the following individuals are hereby authorized to execute any and all contracts entered into the Tennessee Department of Transportation by and on behalf of the Partnership:

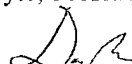
Chip Greene
Steve Hoover
Keith Pyle
Jody Evans
Jeremy Mitchell

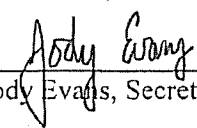
FURTHER RESOLVED, that any all past actions of the Partners for and on behalf of the Partnership are hereby ratified, confirmed and approved as actions taken and business transacted therein as if such acts were approved and ratified in the first instance.

IN WITNESS WHEREOF, the undersigned have executed these actions to be effective on the date and year first above written.

GENERAL PARTNER:
GPBAC, LLC

By: 
Keith Pyle, President

By: 
Darek Bell, Vice President

By: 
Jody Evans, Secretary/Treasurer

LIMITED PARTNERS:

Bell & Associates Construction, LP

JAN 1, 2013

Page 3 of 3

Bradford F. Bell

Bradford Fielding Bell

Darek

Darek Brandon Bell

Elvis M. Butler

Elvis Butler

Keith Pyle

Keith Pyle

Chip Greene

Chip Greene

Jeremy Mitchell

Jeremy Mitchell

John David Goolesby

John David Goolesby

Jody Evans

Jody Evans

Steve Hoover

Steve Hoover

Kevin Keller

Kevin Keller

John Thayer

John Thayer



February 27, 2019

City of Brentwood
City of Brentwood, Tennessee Municipal Center
Commission Chambers
2nd Floor
5211 Maryland Way
Brentwood, TN 37027

In regards to Wildwood Valley Drive over Little Harpeth River, Bell & Associates Construction, L.P. agrees to perform at least 50% of the work with our own forces.

Sincerely,

BELL & ASSOCIATES CONSTRUCTION, L.P.

A handwritten signature in blue ink, appearing to read "Steve Hoover", is written over the company name.

Steve Hoover
Partner



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



BELL & ASSOCIATES CONSTRUCTION, LIMITED PART

350636

ID NUMBER: 41152

LIC STATUS: ACTIVE

EXPIRATION DATE: December 31, 2020

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

BELL & ASSOCIATES CONSTRUCTION, LIMITED PART
P.O. BOX 363
BRENTWOOD, TN 37024-0363

State of Tennessee

11361949
350636

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

BELL & ASSOCIATES CONSTRUCTION, LIMITED PART

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 41152

LIC STATUS: ACTIVE

EXPIRATION DATE: December 31, 2020

UNLIMITED; BC; HC; HRA; MU



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

BELL & ASSOCIATES CONSTRUCTION, L.P.
List of Subcontractors Exceeding \$25,000

Item of Work	DBE/\$ Amount	Subcontractor Name/Address
Grading		
Drainage		
Asphaltic Paving		
Water Line		
Traffic Control	Yes/\$38,000.00	International Traffic Systems, Inc. 2401 Cleveland Heights Blvd. Lakeland, FL 33803
	No/\$25,321.75	Superior Traffic Control, LLC 114 Capital Way Christiana, TN 37037
Erosion Control		
Pavement Markings		
Permanent Signing		

**ATTESTATION REGARDING PERSONNEL USED IN CONTRACT
PERFORMANCE**

SUBJECT CONTRACT NUMBER:	Wildwood Valley Dr. Over Little Harpeth River Bridge Repair City of Brentwood, Tennessee
CONTRACTOR LEGAL ENTITY NAME:	Bell & Associates Construction, L.P.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-1712793

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

**SIGNATURE &
DATE:**



2/27/19

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Brentwood City Commission Agenda

Meeting Date: 03/11/2019

Resolution 2019-25 - Agreement with Barge Design Solutions for Sewer Rehabilitation Program Engineering Assistance

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Resolution 2019-25 - Agreement with Barge Design Solutions for Sewer Rehabilitation Program Engineering Assistance.

Background

Water Services Department staff is recommending approval of the attached engineering services agreement with BARGE Design Solutions (formerly Barge Waggoner Sumner and Cannon, Inc.) for the ongoing sewer rehab. program and sewer system Capacity Management, Operations and Maintenance (CMOM) plan.

In May of 2006, Metro-Nashville and the City of Brentwood jointly received an Agreed Order from the State of Tennessee requiring the two agencies to prepare a Corrective Action Plan/Engineering Report (CAP/ER) for eliminating overflow events that occur at the Brentwood/Metro Pump Station (Little Harpeth River Basin) during rain events up to a two-year storm. This set in motion a multi-phased, multi-year sewer rehabilitation program outlined by CDM Engineering, the firm hired by both agencies to prepare the CAP/ER report which included recommendations for rehabilitation projects. CDM developed the program plan that included multiple project recommendations ranging in cost from \$30 million to over \$140 million. Metro and the Brentwood, with TDEC's approval, selected the \$30 million cost alternative for implementation. The selected alternatives required for the City to make upgrades to the Metro/Brentwood pumping station, ensure rehabilitation of system components including lines, manholes and customer services, and construct a storage facility to contend with the infiltration of rain water up to a two-year storm--the acceptable TDEC standard. To date, the sewer rehabilitation program has been successful in removing over 700 million gallons of rain water from the system annually during storm events, reducing costs of transportation and treatment and meeting the overall objectives of the plan. The only remaining work to be completed under the recommendations of the CAP/ER is to construct a storage facility near the Metro/Brentwood pumping station. Staff is currently working with the project engineer developing concepts and also discussing land purchase options.

With that said, future sewer rehabilitation beyond the CAP/ER work will be a function of the department's operation and maintenance program proposed at a much lower financial commitment than was completed under the CAP/ER program. It is very important that the program continue to be proactive to reduce future infrastructure repair and maintenance costs. Under the department's current C.I.P., funds have been programmed for around one-half million dollars annually to continue to evaluate conditions system-wide and make repairs and complete rehabilitation projects when identified.

In order to provide the Water Services Department continued sewer rehabilitation program assistance and appropriate expertise as we move forward into the next phase of the sewer rehabilitation program, staff is recommending that the City authorize an agreement with Barge Design Solutions. Barge Design Solutions has been chosen by the department to help staff in providing this expertise as a result of their familiarity with the City's sewer system and CAP/ER efforts as Barge previously was under contract with the City to provide program assistance for the first phase of the CAP/ER project. Many of the same Barge team members will be participating in this next phase of the rehab program including the project manager for the initial development of the CAP/ER. As the Sewer Rehabilitation Program consultant, Barge will perform the following services:

- a. In general, provide assistance with the City's ongoing Sewer Rehabilitation Program, CAP/ER and CMOM.
- b. Conduct detailed, standardized analysis of flow and rainfall monitoring data from monitoring sites using the method accepted by TDEC for analyzing and quantifying such data.
- c. Develop and recommend a system for prioritizing sewer rehabilitation projects and make project recommendations to the City using this system.
- d. Develop standard specifications, project contract documents for bidding, inspection services and construction administration for sewer rehabilitation projects.
- e. Prepare materials and attend meetings of the City's Board of Commissioners, the State of Tennessee and Nashville Metro Water Services as needed.
- f. Prepare a CAP/ER for the Owl Creek sewer basin as directed by Nashville Metro Water Services and the City of Brentwood Sewage Trunk and Transportation agreement.
- g. Recommend updates to sewer design criteria for sewer system.
- h. Provide assistance with general GIS data management including but not limited to analysis of GIS data generated by the Sewer Rehabilitation Program and CMOM activities.
- i. Provide other Program Management assistance as needed and requested.

Accordingly, staff recommends approval of the enclosed agreement with Barge Design Solutions. The cost for annual services are determined annually during budget preparation based on the work expectations for the upcoming fiscal year. The agreement is proposed for a period of one year, with up to four one-year renewals available to be approved by staff and the engineer.

Should you have any questions, please contact Chris Milton, Water Services Director.

Staff Recommendation

Staff recommends approval.

Previous Commission Action

Res. 2006-20: Agreement with CDM for the development of the Metro Water Services/City of Brentwood CAP/ER for TDEC approval.

Res. 2007-44: Agreement with Barge Waggoner Sumner Cannon for Phase 1-2 CAP/ER program assistance.

Res. 2015-21: Agreement with CH2M Hill for Phase 3 CAP/ER program assistance.

Fiscal Impact

Amount : Per Annual Budget

Source of Funds: Water & Sewer Fund

Account Number: 412-16700-8023

Fiscal Impact:

The annual cost of these services over the life of the contract will vary based on the scope of work in any given year, but is expected to average between \$75,000 - \$100,000.

Attachments

Resolution 2019-25

Contract No. 2019-024

RESOLUTION 2019-25

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND BARGE DESIGN SOLUTIONS FOR SEWER REHABILITATION PROGRAM ENGINEERING ASSISTANCE, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Barge Design Solutions for sewer rehabilitation program engineering assistance, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR

Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

BARGE DESIGN SOLUTIONS, INC.
MASTER SERVICES AGREEMENT
COB Contract #: 2019-024

This Master Services Agreement (Agreement) is made as of _____ by and between City of Brentwood (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services to be performed on a Task Order basis:

- I. PROFESSIONAL SERVICES:** Barge shall furnish such engineering and related services, as Client may request from time to time ("Services"). The particular project ("Project"), specific Services, work schedule, and cost or estimated cost will be mutually agreed and set forth in a Task Order issued by CLIENT under this Agreement. Each Task Order will specifically refer to and incorporate this Agreement by reference. Task orders issued under this Agreement may include, but are not limited to, the scope items identified below:
- a. In general, provide assistance with the City's ongoing Sewer Rehabilitation Program, CAP/ER and Capacity Management, Operations and Maintenance (CMOM).
 - b. Conduct detailed, standardized analysis of flow and rainfall monitoring data from monitoring sites using the method taught to and accepted by TDEC for analyzing and quantifying such data.
 - c. Develop and recommend a system for prioritizing sewer rehabilitation projects and make project recommendations to the City using this system.
 - d. Develop standard specifications, project contract documents for bidding, inspection services and construction administration for sewer rehabilitation projects.
 - e. Prepare materials and attend meetings of the City's Board of Commissioners, the State of Tennessee and Nashville Metro Water Services as needed.
 - f. Prepare a CAP/ER for the Owl Creek sewer basin as directed by Nashville Metro Water Services and the City of Brentwood Sewage Trunk and Transportation agreement.
 - g. Recommend updates to sewer design criteria for sewer system.
 - h. Provide assistance with general GIS data management including but not limited to analysis of GIS data generated by the Sewer Rehabilitation Program and CMOM activities.
 - i. Provide other Program Management assistance as needed and requested.
- II. COMPENSATION:** Compensation by the CLIENT to Barge will be on a lump sum or Cost Plus (in an amount not to exceed amount allocated by the City for the Project) basis as defined in each Task Order. For projects with a Cost Plus compensation method, the rate schedule included as Exhibit A shall be utilized. The rate schedule is subject to annual adjustments as defined in Section XV of this agreement.
- III. PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice, but in no event later than thirty (30) days of receipt of invoice.
- IV. TIME:** On the date of the execution of this Agreement, the contract time will run for one year. **BARGE** agrees to renew this Agreement annually on its anniversary date for up to four additional one-year periods at the request of the City's Water Services Director, with a price increase as described in Exhibit A. After the first anniversary date of this Agreement, it shall be automatically renewed for four additional one-year periods, provided that **Client** may at any time after the first anniversary date terminate this Agreement for any reason by giving **BARGE** 30 days written notice.

Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of each task order. **BARGE** will perform its services in a timely

manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE's** control. If such delay or suspension extends more than six months (cumulatively), **BARGE's** compensation shall be equitably adjusted.

- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon thirty (30) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BARGE** all drawings, reports, documents, and other instruments of professional services prepared by **BARGE**, and **Client** shall make no further use thereof.
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. **INSURANCE:** **BARGE** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **BARGE** from claims of professional negligence arising from the performance of services under this Agreement.

- XI. RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BARGE's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any cause or causes shall not exceed the amount of **BARGE's** fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.
- XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.
- XV. AGREEMENT TERM:** The ENGINEER agrees that the above-described work shall commence on the date of execution of this agreement and agrees to renew this Agreement annually on its anniversary date for up to four additional one-year periods at the request of the City's Water Services Director, with a price increase tied to the Consumer Price Index for Urban Consumers (CPI-U) as reported by the U.S. Bureau of Labor Statistics for the previous twelve-month period. After the first anniversary date of this Agreement, it shall be automatically renewed for four additional one-year periods, provided that OWNER may at any time after the first anniversary date terminate this Agreement for any reason by giving ENGINEER 30 days written notice.

City of Brentwood	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name: Jonathan F. Childs, P.E.
Title:	Title: Vice President
Address:	Address: 615 3 rd Ave South Suite 700 Nashville, TN 37210

Date Signed:	Date Signed:
Tax I.D. Number:	



EXHIBIT A

SCHEDULE OF STANDARD CHARGES

HOURLY-RATE BASIS

For the applicable work described in the Agreement, the following hourly rates apply:

Hourly Rate Schedule

Classification	Hourly Rate
Principal-In-Charge/Sr. Technical Advisor	\$ 225
Sr. Project Manager/Sr. Technical Ldr/QC/Sr. Technical Specialist	\$ 215
Sr. Professional Engineer IV/Project - Engr. Manager II/IT Specialist III	\$ 195
Sr. Professional Engineer III/Lead Modeler	\$ 190
Project Manager I/Engineering Manager I/IT Specialist II/Sr. Architect	\$ 185
Sr. Professional Engineer II/IT Specialist I	\$ 180
Sr. Scientist/Professional Engineer III	\$ 170
Sr. Professional Engineer I/Project Facilitator/GIS Manager	\$ 155
Professional Engineer II/Senior Modeler/Architect III	\$ 150
Professional Engineer I/Survey Manager	\$ 135
Staff Engineer II/Junior Modeler/Architect II	\$ 120
Staff Engineer I/Staff Scientist/Architect I	\$ 110
Designer III/Sr. Specialist	\$ 155
Designer II/GIS Specialist II	\$ 125
Designer I/GIS Specialist I	\$ 115
CAD Technician II	\$ 110
CAD Technician I	\$ 100
Sr. Registered Land Surveyor	\$ 150
Registered Land Surveyor	\$ 105
2-Man Survey Crew	\$ 150
Survey Tech with Robotic Instrument/GIS	\$ 90
Sr. Construction Representative	\$ 105-120
Construction Representative	\$ 85-105
Administrative Assistant/Project Administrator	\$ 75-95

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.
- d. Other direct expenses incurred by Barge will be invoiced at the actual cost incurred.

Invoices will be issued monthly.

The hourly rates listed above are valid until September 1, 2019, after which the rates may be adjusted annually to reflect the actual market indicator change in the U.S. Department of Labor Bureau of Labor Statistics (BLS) "Architectural, engineering and related services" Industry Index (Industry Code 5413) as it appears in the BLS publication Producer Price Indexes for the Net Output of Selected Industries and Their Products, Not Seasonally Adjusted which is available at <http://www.bls.gov/web/ppi/ppitable05.pdf>. In the event that the U.S. Department of Labor Bureau of Labor Statistics discontinues publication of this index an appropriate substitute index will be incorporated into the contract by mutual agreement of the parties.

Brentwood City Commission Agenda

Meeting Date: 03/11/2019

Approval of TDOT Supplement No. 2 to the Utility Relocation Engineering Contract, Franklin Rd. Widening Project

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Approval of TDOT Supplement No. 2 to the Utility Relocation Engineering Contract, Franklin Rd. Widening Project

Background

As you're aware, the City and the Tennessee Department of Transportation (TDOT) have begun widening improvements to Franklin Rd. between Moore's Lane and Concord Rd. In order for the new roadway alignment to be constructed, various utility lines need to be relocated out of the planned construction area. Of these utilities, the City owns water and sewer lines located within the planned construction boundary that must be relocated.

Under TDOT regulations specific for this project, TDOT will reimburse the City for all direct construction costs associated with the relocating of water and sewer lines up to an amount not to exceed \$3.5 million. Exceptions include costs associated with "betterment" of existing water and/or sewer lines and limited reimbursement for engineering inspection services.

For engineering costs, TDOT will reimburse the City for all relocation design & survey costs, but limit reimbursement of engineering inspection costs to construction work associated with water & sewer lines that currently exist within City-owned utility easements (as opposed to lines currently within the TDOT right-of-way). In September 2016, the Board of Commissioners approved an agreement with TDOT outlining projected engineering costs to be reimbursed. In March 2018, numerous design conflicts between various utilities (water and sewer, gas, electric and communications) required the City to approve contract supplement number one to increase engineering fee amounts to cover the increased costs for required construction plan modifications. Since that time, there have been additional construction related changes due to unforeseen utility conflicts with the sewer, excess project coordination and the addition of a low pressure sewer project to serve the residence at 1504 Franklin Road as a result of roadwork damage to the existing septic system. These issues have resulted in the City's utility relocation engineer requesting additional fees to cover the cost of this work.

Accordingly, H&D Engineers, the City's water and sewer utility project engineer, has revised their engineering fees related to sewer relocations to include an additional \$48,963.38 of which \$41,345.94 are eligible for reimbursement. The Water Department's cost as a result of this supplement is \$7,617.44. The table below summarizes all sewer related engineering fees to date (water related fees are not adjusted this supplement):

SEWER FEES		REIMBURSABLE	
	TOTAL COST	AMOUNT	CITY COST
Orig. Contract	\$132,909.99	\$77,768.27	\$55,141.72
Supplement #1 (Add)	\$14,636.39	\$14,636.39	\$0.00
Supplement #2 (Add)	\$48,963.38	\$41,345.94	\$7,617.44
Total Amount	\$196,509.76	\$133,750.60	\$62,759.16

The proposed increases in design fees shown above have been submitted to TDOT for review and have been given preliminary approval by TDOT. Staff is recommending approval of the enclosed supplement to the original agreement with TDOT.

If you have any questions or need additional information, please contact Chris Milton, Director Water Services.

Staff Recommendation

Staff recommends approval.

Previous Commission Action

Resolution 2016-67: Approval of Agreement with TDOT for Water & Sewer Utility Relocation, Franklin Road Widening Project.

03/12/18 - Approval of TDOT Supplement No. 1 to Utility Relocation Agreement, Franklin Rd. Widening Project.

Fiscal Impact

Amount : \$7,617.44

Source of Funds: Water & Sewer Fund

Account Number: 412-16700-8055

Fiscal Impact:

This is the net increase in cost for the Water and Sewer Fund as a result of this Supplement.

Attachments

Supplement No. 2

NH/STP-M-6(83) / 94004-2230-14



Contract No. **8510**

SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT **#2** to Contract No. **8510** made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Brentwood (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. **8510 Supplement #1**, dated the **11th day of April, 2018**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **105717.00, SR-6 (US-31) Franklin Road From South of SR-441 (Moores Lane) to SR-253 (Concord Road)**, located in **Williamson County**, Tennessee.; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original contract;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To change the paragraph,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$1,456,092.07**, including the amount of **\$79,470.18** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **February 24, 2014**; including the amount of **\$68,076.20** for the cost of inspection provided by the Utility; including the amount of **\$17,325.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$17,325.00** for deposit for the utility work in the State contract, and of which **19** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **81** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

To the following,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$1,505,055.45**, including the amount of **\$119,029.32** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **February 24, 2014**; including the amount of **\$77,480.44** for the cost of inspection provided by the Utility; including the amount

of **\$17,325.00** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$17,325.00** for deposit for the utility work in the State contract, and of which **19** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **81** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY

City of Brentwood (Sewer)

BY: _____

TITLE: _____

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____

Paul D. Degges
Interim Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____

John H. Reinbold
General Counsel



Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**

All utility and railroad relocation construction must comply with 23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment **MUST ATTACH THIS CERTIFICATION.**

City of Brentwood - Water Services
Utility / Railroad Name
5211 Maryland Way
Street Address
Brentwood TN 37027
City State Zip

Certification: All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.

Signature of representative Authorized for financial obligations Title Date

Code of Federal Regulations

Title 23 United States Code, Section 313

§ 313. Buy America

- (a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- (b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--
- (1) that their application would be inconsistent with the public interest;
 - (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- [(4) Redesignated (3)]
- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.
- (e) Intentional violations.--If it has been determined by a court or Federal agency that any person intentionally--
- (1) affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product used in projects to which this section applies, sold in or shipped to the United States that was not made in the United States; or
 - (2) represented that any product used in projects to which this section applies, sold in or shipped to the United States that was not produced in the United States, was produced in the United States;
- that person shall be ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991 pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations.
- (f) Limitation on applicability of waivers to products produced in certain foreign countries.--If the Secretary, in consultation with the United States Trade Representative, determines that--
- (1) a foreign country is a party to an agreement with the United States and pursuant to that agreement the head of an agency of the United States has waived the requirements of this section, and
 - (2) the foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement,
- the provisions of subsection (b) shall not apply to products produced in that foreign country.

[(g) Redesignated (f)]

Updated: 04/07/2011

The following link is the current FHWA site for Buy America compliance and shall be reviewed:

<http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

Code of Federal Regulations

Title 23 – Highways

Volume: 1

Date: 2001-04-01

Original Date: 2001-04-01

Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways.

CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.

SUBCHAPTER F - TRANSPORTATION INFRASTRUCTURE MANAGEMENT.

PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note:For a waiver document affecting § 635.410, see 60 FR 15478, Mar. 24, 1995.

Updated: 04/26/2012

EXHIBIT A



Project No: 94004-2230-14
County: Williamson
Date: January 22, 2019

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Chris Milton
E-mail: chris.milton@brentwoodtn.gov Phone: 615-371-0080
Secondary Contact: _____
E-mail: _____ Phone: _____
Utility Name: City of Brentwood
Address: P.O. Box 788
City, State: Brentwood, TN Zip: 37024

Percent On Private: 19% Private ROW - #Poles / Length of facility: 2730
Percent On Public: 81% Public ROW - #Poles / Length of facility: 11445
Total Percentage: 100% Total #Poles / Length of facility: 14175

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? ☒ Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED) ☐

TDOT USE ONLY	
RG Approval and Date:	<i>[Signature]</i> 1-22-19
Consult App. Date:	1 / 1
Amount Approved:	\$ -
HQ Approval and Date:	<i>[Signature]</i> 1/23/19
CH86 Y/N	PIN#: 105717.00
LET: 01/23/2017	Contract #: 8510 Sup 2
Easement Contract #	

CHAPTER 86
REIMBURSEMENT ☐ MOVE PRIOR
REQUESTED ☒ MOVE IN State Contract
(Please check ONE) Other ☐

NON-CHAPTER 86
% Private / Public Relocation ☐
% Private / Public MOVE IN State Contract ☐
Utility Replacement Easement Reimbursement ☐

ENGINEERING	
Description	Amount
Pre-Construction / Construction	\$ 39,559.14
Field Surveying	\$ 77,480.44
Construction Inspection	\$ 14,721.28
Reimbursable Expenses	\$ 79,470.18

ENGINEERING COST: \$ 433,760.00
\$ 196,509.46

CONSTRUCTION (LABOR & MATERIAL)	
Description	Amount
Installation Labor	\$ 1,308,545.69
Installation Materials	\$ -
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -

ESTIMATED CONSTRUCTION COST: \$ 1,308,545.69

BETTERMENT	
Description	Amount
Installation Labor	\$ 17,325.00
Installation Materials	\$ -

ESTIMATED UTILITY BETTERMENT COST: \$ 17,325.00

ESTIMATED REPLACEMENT EASEMENT COST: \$ -

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: \$ 1,442,296.29

1,505,055.45

UTILITY REIMBURSEMENT	
CHAPTER 86 MOVE-IN CONTRACT:	\$ 133,750.60
CHAPTER 86 MOVE PRIOR:	\$ -
NON-CHAPTER 86 MOVE-IN CONTRACT:	\$ -
NON-CHAPTER 86 MOVE PRIOR:	\$ -

Does Estimate Exceed \$1.75M Cap? - N
Does Estimate Require 75% Cap? - N

AMOUNT TO BE PAID BY THE UTILITY	
RELOCATION EXCEEDS \$1.75M CAP:	\$ -
AMOUNT OVER 75% REIMBURSEMENT:	\$ -

UTILITY DEPOSIT (IF APPLICABLE)	
CHAPTER 86 MOVE-IN CONTRACT:	\$ 17,325.00
NON-CHAPTER 86 MOVE-IN CONTRACT:	\$ -

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

Christopher Johnston

From: Eric Broomfield <Eric.Broomfield@hdengr.com>
Sent: Monday, January 21, 2019 12:31 PM
To: Christopher Johnston
Cc: chris.milton@brentwoodtn.gov
Subject: CNR 136 (TDOT - Franklin Road) - Engineering Budget Revision
Attachments: UtilityEstimateSpreadsheet2015 (PSewer) 1-21-19.xlsm

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security. ***

Chris,

On the behalf of the City of Brentwood, please find attached a revised "A-Date" package for the sanitary sewer portion of this project. As you and I have previously discussed, there have been many construction related issues, unforeseen utility conflicts and excess project coordination that was not anticipated. With this in mind, we have nearly exhausted our fee allocation for engineering services related to sewer construction. Therefore, we are requesting a budget revision (addition) for engineering services for the City of Brentwood sanitary sewer contract. Below is a summary of issues justifying the increased engineering budget.

- 1.) 1540 Franklin Road Pressure Sewer Design – During a field review of upcoming roadway work, Jones Bros. discovered that future roadway grading will damage an existing septic system located at 1540 Franklin Road. The existing septic field lines located in the field do not match the location shown on TDOT's original project survey. After discussions with Brentwood and the Williamson County Department of Sewage Disposal Management it has been decided that a low pressure sewer system for the property owner will need to be installed. This system will consist of an individual grinder pump and approximately 2,600 of small diameter force main, pumping sewage north along Franklin Road to an existing manhole. In addition the engineering fees related to the design and CA services, we are requesting funds from TDOT to pay for inspection services. A breakdown of estimated hours is as follows:

	Principal	PM	Design Eng.	Designer	Draftsperson	Admin.	Inspector
Total Hours	4	8	40	40	60	2	160

- 2.) Mount View Place Sewer Re-Design – The re-design was required to eliminate gravity sewer Line F, which was to be constructed along Mt. View Place and re-alignment of Line D. Line F was deemed unbuildable by Jones Brother's utility subcontractor unless a road closure of Mt. View Place occurred. Mt. View Place cannot be closed, so an alternate solution was agreed upon by Brentwood.

	Principal	PM	Design Eng.	Designer	Draftsperson	Admin.	Inspector
Total Hours	2	4	16	16	32	2	0

- 3.) Additional Construction Administration – Due to the slow pace of construction, numerous construction related issues (utility conflicts) and ongoing project coordination, H&D is requesting additional funds to cover construction administrative services for the remainder of the project. Jones Bros. utility subcontractor has estimated 4 more months of sewer construction.

	Principal	PM	Design Eng.	Designer	Draftsperson	Admin.	Inspector
Total Hours	0	16	80	0	32	8	0

If you have any questions or require any additional information, please let me know. Thanks

Eric Broomfield, P.E.

Hethcoat & Davis, Inc.
278 Franklin Road, Suite 200
Brentwood, TN 37027
Phone: (615) 577-4300
Fax: (615) 577-4303



REVISED

1-22-19
Brentwood Sewer

UTILITY ENGINEERING AND RELOCATION ESTIMATE

UTILITY INFORMATION

Utility Name: City of Brentwood
Utility Address: P.O. Box 788
City, State: Brentwood, TN Zip Code: 37024
Phone: 615-371-0080
Contact Name: Chris Milton
Email: chris.milton@brentwoodtn.gov

CONSULTANT INFORMATION

Consultant Name: Hethcoat & Davis, Inc.
Consultant Address: 278 Franklin Road
Brentwood, TN Zip Code: 37027
Phone: 615-577-4300
Contact Name: Eric Broomfield
Email: eric.broomfield@hdengr.com

TDOT PROJECT INFORMATION

Project Description: SR-6 (U.S. 31/Franklin Road) from south of Moore's Lane to C
Federal Project No.: STP-6(83)
State Project No.: 94004-2230-14
County(ies): Williamson

Revision 07/03/2015

Brentwood City Commission Agenda

Meeting Date: 03/11/2019

Approval of Purchase of Eight (8) Stalker Dual Pro Radar Units for the Police Department.

Submitted by: David Gossett, Police

Department: Police

Information

Subject

Approval of purchase of eight (8) Stalker Dual Pro radar units for the Police Department.

Background

The Police Department requests approval for the purchase of eight (8) Stalker Dual Pro radar units. This purchase is in conjunction with the scheduled replacement of eight (8) police vehicles.

Applied Concepts, Inc. is the vendor that has been awarded the Tennessee State purchasing contract for radar units. Stalker radar is the standardized radar currently in use in all Police Department vehicles.

Seven (7) Stalker Dual Pro radar units will be installed in Dodge Chargers at a cost of \$2,034.10 per unit. One (1) Stalker Dual Pro will be installed in a Ford Utility Interceptor at the same cost of \$2,034.10. The total cost of this purchase is \$16,272.80. Funding for this purchase will come from the Equipment Replacement Fund as part of the budgeted replacement cost for new police vehicles.

Please contact the Police Chief with any questions.

Staff Recommendation

Staff recommends approval of the purchase of eight (8) Stalker Radars from Applied Concepts, Inc. pursuant to the state contract.

Fiscal Impact

Amount : 16,272.80

Source of Funds: Equipment Replacement Fund

Account Number: 310-42100-89520

Fiscal Impact:

Replacement of radars is included in the budgeted replacement cost for police vehicles within the Equipment Replacement Fund.

Attachments

Radar Picture
State Contract
Stalker Quote





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

Statewide Multi-Year Contract Issued to:

Applied Concepts Inc
855 E Collins Blvd

Richardson, TX 75081-2251

Vendor ID: 0000001380

Contract Number: 0000000000000000000061498

Title: SWC 349 Police Radars & Lidars

Start Date : February 15, 2019 End Date: February 14, 2021

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

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

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

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

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

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Devon Wallace
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-507-6930
Fax: 615-741-0684
Email: Devon.Wallace@tn.gov

Line Information

Line 1

Item ID: 1000184808
Stalker Dual SL
Unit of Measure: EA
Vendor Item/Part #: 805-0022-00
Manufacturer Item #:
Unit Price: \$ 0

1 Unit:	\$1900.00
2-10 Units:	\$1900.00
11-20 Units:	\$1880.00
21-49 Units:	\$1860.00
50+ Units:	\$1849.00

Line 2

Item ID: 1000184809
Stalker Dual DSR
Unit of Measure: EA
Vendor Item/Part #: 806-0022-00
Manufacturer Item #:
Unit Price: \$ 0

1 Unit:	\$2518.00
2-10 Units:	\$2518.00
11-20 Units:	\$2498.00
21-49 Units:	\$2477.00
50+ Units:	\$2467.00

Line 3

Item ID: 1000184810
Stalker DSR 2X
Unit of Measure: EA
Vendor Item/Part #: 807-0002-00
Manufacturer Item #:
Unit Price: \$ 0

1 Unit:	\$3033.00
2-10 Units:	\$3033.00
11-20 Units:	\$3004.00
21-49 Units:	\$2992.00
50+ Units:	\$2982.00

Line 4

Item ID: 1000184811

Stalker II SDR

Unit of Measure: EA

Vendor Item/Part #: 803-0005-00

Manufacturer Item #:

Unit Price: \$ 0

1 Unit:	\$1385.00
2-10 Units:	\$1385.00
11-20 Units:	\$1365.00
21-49 Units:	\$1344.00
50+ Units:	\$1334.00

Line 5

Item ID: 1000184812

Stalker II MDR

Unit of Measure: EA

Vendor Item/Part #: 803-0002-00

Manufacturer Item #:

Unit Price: \$ 0

1 Unit:	\$2210.00
2-10 Units:	\$2210.00
11-20 Units:	\$2189.00
21-49 Units:	\$2168.00
50+ Units:	\$2158.00

Line 6

Item ID: 1000184813

Stalker Patrol

Unit of Measure: EA

Vendor Item/Part #: 809-0002-00

Manufacturer Item #:

Unit Price: \$ 0

1 Unit:	\$1488.00
2-10 Units:	\$1488.00
11-20 Units:	\$1468.00
21-49 Units:	\$1447.00
50+ Units:	\$1437.00

Line 7

Item ID: 1000184814

Stalker RLR

Unit of Measure: EA

Vendor Item/Part #: 808-6125-00

Manufacturer Item #:

Unit Price: \$ 0

1 Unit:	\$2570.00
2-10 Units:	\$2570.00
11-20 Units:	\$2529.00
21-49 Units:	\$2487.00
50+ Units:	\$2467.00

Line 8

Item ID: 1000184815

Stalker XLR

Unit of Measure: EA

Vendor Item/Part #: 808-5025-00

Manufacturer Item #:

Unit Price: \$ 0

1 Unit:	\$2364.00
2-10 Units:	\$2364.00
11-20 Units:	\$2323.00
21-49 Units:	\$2281.00
50+ Units:	\$2260.00

Line 9

Item ID: 1000184816

Stalker XS

Unit of Measure: EA

Vendor Item/Part #: 808-4025-00

Manufacturer Item #:

Unit Price: \$ 0

1 Unit:	\$1849.00
2-10 Units:	\$1849.00
11-20 Units:	\$1808.00
21-49 Units:	\$1766.00
50+ Units:	\$1745.00

Line 10

Item ID: 1000184817

Stalker Parts and Accessories - 5% Off

Unit of Measure: EA

Vendor Item/Part #: STALKER_PARTS_ACCESSORIES

Manufacturer Item #:

Unit Price: \$ 0

APPROVED: _____
CHIEF PROCUREMENT OFFICERBY: Devon Wallace
PURCHASING AGENT2/7/2019
DATE



applied concepts, inc.

855 E. Collins Blvd.
Richardson, TX 75081-2251
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner | Dan Troutt
972-801-4888

QUOTE
2025663

Page 1 of 1

Date: 02/15/19

Reg Sales Mgr: | Debbie Aull
214-551-5538

Effective From : 02/15/2019

Valid Through: 05/16/2019

Lead Time: 21 working days

Bill To: Brentwood Police Dept 5211 Maryland Way Brentwood, TN 37027-5011	Customer ID: 105294 Accounts Payable	Ship To: Brentwood Police Dept 5211 Maryland Way Brentwood, TN 37027-5011	<i>UPS Ground</i>
---	--	---	-------------------

Grp	Qty	Package	Description	Price	Ext Price	Line Items	Total
1	8	805-0022-00	Dual - 2 Antenna Radar System {Warranty 36 Mo}	\$2,034.10	\$16,272.80	\$0.00	\$16,272.80

Product	\$16,272.80	Sub-Total:	\$16,272.80
Discount	\$0.00	Sales Tax 0%	\$0.00
Shipping & Handling:		Total:	\$16,272.80

Payment Terms: Net 30 days

Dual SLs for (7) Dodge Chargers and (1) Ford Utility, price includes (8) 200-0886-00 suction cup antenna mounts at \$70.20 ea. and (8) 155-2211-00 display separation cables at \$63.90 ea. SWC 349 contract #61498

Brentwood City Commission Agenda

Meeting Date: 03/11/2019

Resolution 2019-22 - Authorizing Interlocal Agreement with Williamson County Sheriff's Dept. & Franklin Police Department

Submitted by: Jeff Hughes, Police

Department: Police

Information

Subject

Resolution 2019-22 - Authorizing an Interlocal Agreement between the City of Franklin, Williamson County, and the City of Brentwood for joint law enforcement assistance for automobile theft, burglary, and related crimes

Background

Given the increase in crimes involving auto theft and auto burglary in Williamson County, the Williamson County Sheriff's Department, the Franklin Police Department, and the Brentwood Police Department are requesting an interlocal agreement for the three jurisdictions to provide joint law enforcement response for these crimes.

State law (Tenn. Code Ann. 12-9-101, et seq.) authorizes public agencies of the state to enter into interlocal agreements for the joint provision of law enforcement response. In accordance with state law, the proposed interlocal agreement provides that the agencies agree to dedicate personnel and equipment in the complete discretion of the respective entity to provide joint response to calls outside the parties' respective boundaries related to auto theft or auto burglary, and to actively participate in response and investigation of such calls in cooperation with the other agencies.

Any law enforcement officer responding to a call as provided under the agreement shall be considered acting in a governmental capacity, which will entitle him or her to all rights, privileges, exemptions and immunities as if such duty or activity were performed within the corporate limits of the entity by which such person is employed.

The objective of the agreement is to provide a framework for cooperation among the entities with the common goal of disrupting the commission of auto theft, auto burglary, and related crimes within the respective jurisdictions and within the County as a whole. To that end, the parties may provide joint response and investigation, may share information for law enforcement purposes, and may provide resources toward those goals.

The initial term of the agreement is for one year from the date the agreement is executed by the final entity, and it may automatically renew for one-year terms until terminated by

one or more of the parties. Any party may terminate the agreement at any time upon 30 days' written notice to the others.

The interlocal agreement is scheduled to be considered by the County Commission and the Franklin Board of Mayor and Aldermen in March.

Staff Recommendation

Staff recommends approval of this interlocal agreement.

Fiscal Impact

Amount : N/A

Source of Funds:

Account Number:

Fiscal Impact:

Cooperation with the other entities that are parties to this interlocal agreement is not expected to incur any additional cost to the City.

Attachments

Resolution 2019-22

Interlocal Agreement

RESOLUTION 2019-22

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BY AND AMONG THE CITY OF BRENTWOOD, THE CITY OF FRANKLIN AND WILLIAMSON COUNTY FOR THE PROVISION OF JOINT RESPONSE OF LAW ENFORCEMENT ASSISTANCE RELATED TO AUTOMOBILE THEFT AND BURGLARY, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an interlocal agreement by and among the City of Brentwood, the City of Franklin, Williamson County, and the Williamson County Emergency Communication District for the provision of joint response of law enforcement assistance related to automobile theft and burglary, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR

Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

**INTERLOCAL AGREEMENT FOR
JOINT RESPONSE OF
JOINT LAW ENFORCEMENT ASSISTANCE**

**Pursuant to T.C.A. §6-54-301, et. seq., T.C.A. §5-1-113, and T.C.A. §12-9-101, et. seq.
COB Contract No. 2019-017**

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered as of the ____ day of _____, 2019, by and between WILLIAMSON COUNTY, TENNESSEE, the CITY OF BRENTWOOD, TENNESSEE, and the CITY OF FRANKLIN, TENNESSEE, for the joint provision of law enforcement services related to auto theft and auto burglary within the incorporated and unincorporated areas of Williamson County; and

WHEREAS, the Interlocal Cooperation Act codified at *Tennessee Code Annotated* §12-9-101, et. seq. authorizes public agencies of the State to enter into interlocal agreements for the joint provision of law enforcement response; and

WHEREAS, *Tennessee Code Annotated* §6-54-307 specifically authorizes incorporated cities to enter into agreements with counties for law enforcement assistance and *Tennessee Code Annotated* §5-1-113 specifically authorizes counties to enter into agreements with municipalities within the county's boundaries for purposes of providing necessary services or functions; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by these laws; and

WHEREAS, the purpose of this Agreement is to provide each of the parties, through their cooperation, a predetermined plan by which the entities might cooperatively address investigation and enforcement related to auto theft and auto burglary pursuant to specific arrangements as provided herein; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for cooperative response in these circumstances:

NOW THEREFORE, pursuant to *Tennessee Code Annotated* §6-54-307, §5-1-113, and §12-9-101, et. seq., and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree to dedicate personnel and equipment in the complete discretion of the respective entity to provide joint response to calls outside the parties' respective boundaries related to auto theft or auto burglary, and to actively participate in response and investigation of such calls in cooperation with the other parties hereto. Any law enforcement officer responding to a call as provided under this Agreement shall be considered acting in a governmental capacity entitled to all rights, privileges, exemptions and immunities as if such duty or activity were performed within the corporate limits of the entity by which such person is employed.
2. The parties agree that the objective of this Agreement shall be to provide a framework for cooperation among the entities in a collaborative undertaking to disrupt the commission of auto theft, auto burglary and related crime within the respective jurisdictions and within the County as a whole. To that end, the parties may provide joint response and investigation, may share information for law enforcement purposes, and may provide resources toward the objectives outlined herein.
3. This Agreement shall be effective among the signed parties when their authorized agents execute same pursuant to the ordinance/resolution of each jurisdiction authorizing the party to execute it.

4. This Agreement is in addition to and shall not affect each party's responsibilities to respond to requests for assistance made under *Tennessee Code Annotated* §58-8-101, et. seq.
5. The parties agree to cooperate in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
6. Each party shall be responsible for its own cost for the satisfaction of the obligations set forth herein. The parties agree that this Agreement shall consist of the mutual understandings contained herein. The parties agree that monetary compensation shall neither be expected nor received by any party from, any other party. Each party shall be responsible for its own actions, and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to this Agreement. Nothing herein shall be deemed to create a joint venture or a separate entity. Each entity shall maintain its own identity in providing cooperative services. Each entity is separately responsible for establishing its own policies and financing its own activities. Each entity's chief law enforcement officer shall be responsible for administration of that entity's obligations set forth herein.
7. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.
8. The rights and obligations of this Agreement are not assignable.
9. The initial term of this Agreement shall be for one year from the date this Agreement is executed and may automatically renew for one-year terms until this Agreement is terminated by one or more of the parties. Any party may terminate this Agreement at any time upon thirty (30) days' written notice to the other parties. Such termination shall not affect in any manner any prior existing obligations between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY:

BY: Eric Stuckey, City Administrator

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY OF FRANKLIN POLICE CHIEF

City of Franklin Attorney

Deborah Y. Faulkner, Police Chief

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

WILLIAMSON COUNTY, TENNESSEE

Williamson County Attorney

BY: Rogers Anderson, County Mayor

DATE: _____

WILLIAMSON COUNTY SHERIFF

Dusty Rhoades, County Sheriff

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY OF BRENTWOOD, TENNESSEE

City of Brentwood Attorney

BY: Jill Burgin, Mayor

DATE: _____

CITY OF BRENTWOOD POLICE CHIEF

Chief Jeff Hughes

DATE: _____

Brentwood City Commission Agenda

Meeting Date: 03/11/2019

Appointment of One (1) Member to the Board of Building Construction Appeals

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of One (1) Member to the Board of Building Construction Appeals

Background

At the March 11, 2019 meeting, the Board of Commissioners will appoint one (1) member to the Board of Building Construction Appeals (BBCA). The appointee will serve an unexpired term ending on August 31, 2020. Applicants must be residents of the City of Brentwood. In accordance with Section 14-41 of the Code of Ordinances, the appointee to the BBCA must be a building contractor representative for the building industry.

Notice of the upcoming appointment and process/deadlines for applications were published in the "Williamson" section of *The Tennessean*, posted on the City's web page and on the Brentwood City Government Cable Channel (BTV).

The interested applicant is:

1. David Flow

The application is attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Application

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Tuesday, January 29, 2019 11:26:49 AM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

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

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 01/29/2019 11:25 AM
Response #: 122
Submitter ID: 12795
IP address: 172.24.96.111
Time to complete: 19 min. , 51 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Board of Building Construction Appeals

What is your name?

David Flow

Spouse's name (if applicable)?

Lisa

Address:

1029 Falling Leaf Circle

Home Phone:

6159343548

Business Phone:

6153943548

Fax Number:

6158320779

Email address:

dflow@flowconstruction.com

Employer

Flow Construction Co

Occupation:

General Contractor

Spouse Employer:

N/A

Spouse Occupation:

Not answered

How long have you lived in Brentwood:

25 years

Community Involvement:

Member of former Brentwood Chamber of Commerce, Board of Directors, Past Chair

Member of Transition Team - Williamson, Inc

2000 Leadership Brentwood Class

Volunteer on numerous occasions

Elder - Harpeth Hills Church of Christ

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

I have been a General Contractor for 30 plus years and lived in Brentwood most of those years. I have a great relationship with the City's Building and Codes Department and will as Planning and Zoning. I work with many Engineers, Architects, Owners and Subcontractors. My experience has taught me how to problem solve, how to communicate, how to look at every situation, problem and challenges from different points of view, yet not afraid to make difficult decisions. I have been most likely been on both sides of most situations.

Serving the City of Brentwood would be an honor.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so,

please describe:

no

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

Yes, as a Contractor, we have worked in the City of Brentwood (especially with the Building Codes Department) for many years.

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

None that I am aware of

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Brentwood City Commission Agenda

Meeting Date: 03/11/2019

Appointment of Two (2) Members to the Board of Zoning Appeals

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of Two (2) Members to the Board of Zoning Appeals

Background

At the March 11, 2019 meeting, the Board of Commissioners will appoint two (2) members to the Board of Zoning Appeals (BZA). The appointees will serve a three (3) year term expiring March 31, 2022. Applicants must be residents of the City of Brentwood.

Notice of the upcoming appointment and process/deadlines for applications were published in the "Williamson" section of *The Tennessean*, posted on the City's web page and on the Brentwood City Government Cable Channel (BTV).

The interested applicants are:

1. Eric Hauch (incumbent)
2. Todd Lockhart (incumbent)
3. Alicia Widrig

The applications are attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Applications

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Monday, January 7, 2019 2:19:56 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

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

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 01/07/2019 2:19 PM
Response #: 118
Submitter ID: 12587
IP address: 172.24.96.111
Time to complete: 9 min. , 30 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Board of Zoning Appeals

What is your name?

Eric Hauch

Spouse's name (if applicable)?

Harriet Hauch

Address:

7051 Willowick Dr

Home Phone:

615-948-3685

Business Phone:

Not answered

Fax Number:

Not answered

Email address:

ehauch@bellsouth.net

Employer

Retired

Occupation:

Engineer

Spouse Employer:

Retired

Spouse Occupation:

Sales Engineer

How long have you lived in Brentwood:

25 Years

Community Involvement:

Willowick HOA Board Secretary

Former Mooreland Estates HOA Board Secretary/Treasurer

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

Since joining the Board of Zoning Appeals in October 2015, I have had the opportunity to observe firsthand the value this Board provides by encouraging and facilitating engagement of both applicants and nearby neighbors in maintaining the quality of our communities. Working with City Staff and contributing to the work of this Board has been personally enriching and rewarding. I would be honored to continue serving our city in this role.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Tuesday, January 8, 2019 9:41:44 AM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

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

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 01/08/2019 9:41 AM
Response #: 119
Submitter ID: 12597
IP address: 172.24.96.111
Time to complete: 58 min. , 50 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Board of Zoning Appeals

What is your name?

Todd Lockhart

Spouse's name (if applicable)?

Hally

Address:

1113 Navaho Drive

Home Phone:

615-370-1172

Business Phone:

615-344-3111

Fax Number:

866-420-1235

Email address:

htlock88@gmail.com

Employer

HealthTrust

Occupation:

Sourcing Director

Spouse Employer:

TrueLife Care

Spouse Occupation:

Service Coordinator

How long have you lived in Brentwood:

27 years

Community Involvement:

Member of Holy Family Catholic Church. YMCA Youth Sports (coaching basketball and soccer). Past President of Brentwood Soccer Club, 2004-2006 (now Tennessee Soccer Club). Past Board member and President of Tennessee State Soccer Association (2008-2016). Current Board Member of United States Youth Soccer Association (US Youth Soccer). Member of the Youth Council Member for the United States Soccer Federation (US Soccer). All of my children (27, 23, 19) have attended Williamson County public schools (Crockett Elementary, Woodland Middle and Ravenwood HS).

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

Having lived in Brentwood for 27 years, I'm very pleased with the fiscally responsible and balanced growth/development of our great city. I'm especially pleased with the continued preservation of our city's "green space". I can think of no better place to live and raise a family. I have served on the city's Board of Zoning Appeals for two terms. I realize the importance of adhering to and enforcing the Brentwood Municipal code related to Zoning and the impact it has on each and every community. The best interest of the citizens of Brentwood always come first and I'm confident I can continue to act in a manner that is consistent with those interests.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No.

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Friday, September 21, 2018 12:21:18 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

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

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 09/21/2018 12:21 PM
Response #: 109
Submitter ID: 9647
IP address: 172.24.96.111
Time to complete: 9 min. , 53 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Board of Zoning Appeals

What is your name?

Alicia C. B. Widrig

Spouse's name (if applicable)?

James Widrig

Address:

1202 Chickasaw Drive

Home Phone:

615-739-8826

Business Phone:

615-741-9065

Fax Number:

Not answered

Email address:

acbwidrig@gmail.com

Employer

State of TN, Department of Tourist Development

Occupation:

General Counsel

Spouse Employer:

Self-employed

Spouse Occupation:

Attorney

How long have you lived in Brentwood:

2.5 years

Community Involvement:

Board member of the Lillie Kay Foundation

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

I recently attended a Women in TN Hospitality event, during which the speaker encouraged community involvement. The speech struck a cord with me to begin researching how my training/talents could best serve my community. I have a background in administrative law, previously serving the state as a Hearing Officer presiding over appeals involving issues such as child support, SNAP benefits, Medicaid, etc. I served in this role for 5+ years before taking on the role of Administrative Judge Supervisor at the Bureau of TennCare. I am adapt at this type of hearing process, allowing parties to be heard and rendering a determination in accordance with applicable rules. I presently serve as the General Counsel of the Dept. of Tourist Development. This role has allowed me the opportunity to hone research skill-sets and learn new areas of law quickly. I appreciate your consideration and would be honored to serve the community.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No.

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No.

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No.

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.