



**Agenda for the Regular Meeting of Board of Commissioners
Monday, June 10, 2019 - 7:00 pm
Brentwood City Hall**

Call to Order by Vice Mayor
Roll Call
Invocation by Commissioner Smithson
Pledge of Allegiance to the Flag by Vice Mayor Travis
Election of Mayor

Public Hearing

1. Public hearing on Ordinance 2019-03 - AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT
2. Public hearing on Ordinance 2019-04 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020
3. Public hearing for proposed six-year Capital Improvements program for Fiscal Years 2020-2025

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

May 28, 2019

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

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

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

Consent Agenda

1. ORDINANCE 2019-06 - AN ORDINANCE AUTHORIZING CONVEYANCE OF THE SURPLUS WOODWAY WATER TANK PROPERTY TO GLEN W. MOSHIER AND DIANA K. MOSHIER AND AUTHORIZING THE ABANDONMENT OF UTILITY AND ACCESS ROAD EASEMENTS TO SAID PROPERTY, for consideration on first reading
2. Resolution 2019-57 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CONTRACTOR SERVICES UNLIMITED, INC. FOR DEMOLITION OF RESIDENTIAL STRUCTURAL REMAINS LOCATED AT 7 MEDALIST COURT, for adoption
3. Approval to surplus one Fire & Rescue Department SUV at auction

Old Business

1. Other old business

New Business

1. Ordinance 2019-05 - AN ORDINANCE AMENDING ORDINANCE 2018-07, THE BUDGET APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, for consideration on first reading
2. Appointment of two (2) members to the Library Board
3. Other new business
 - a. Notice of future appointment of one (1) member to the Board of Zoning Appeals (for information only)
 - b. Notice of future appointment of one (1) member to the Tree Board (for information only)



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: 06/10/2019

Public Hearing on Ordinance 2019-03- Appropriations Ordinance for FY 2019-2020

Submitted by: Richard Parker, Finance

Department: Finance

Information

Subject

Public Hearing on Ordinance 2019-03 - An appropriations ordinance for the City of Brentwood for the fiscal year beginning July 1, 2019, and ending June 30, 2020, including the Brentwood Emergency Communications District.

Background

The proposed FY 2019-2020 appropriations ordinance was reviewed with the Board of Commissioners at a work session on Thursday, May 16, 2019. Formal public hearings are scheduled at three City Commission meetings set for Tuesday, May 28, 2019, Monday, June 10, 2019, and Tuesday, June 25, 2019.

For additional information, please review the backup material for Ordinance 2019-03 on the May 28, 2019 agenda under "New Business."

Staff Recommendation

N/A

Previous Commission Action

Each year, the City Commission officially adopts the City's annual operating budget through the passage of the appropriations ordinance. An opportunity for citizens to provide comments on the proposed operating budget is provided through three formal public hearings. The May 28, 2019 public hearing represents the first of three public hearings for the FY 2020 appropriations ordinance.

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 06/10/2019

Public Hearing on Ordinance 2019-04 - To Establish the FY 2019-2020 Tax Rate

Submitted by: Richard Parker, Finance

Department: Finance

Information

Subject

Public Hearing on Ordinance 2019-04 - An ordinance of the City of Brentwood to establish the tax levy for fiscal year beginning July 1, 2019, and ending June 30, 2020.

Background

The proposed Tax Rate Ordinance for Fiscal Year 2020 was reviewed with the Board of Commissioners at a work session on Thursday, May 16, 2019. Formal public hearings are scheduled at three City Commission meetings set for Tuesday, May 28, 2019, Monday, June 10, 2019, and Tuesday, June 25, 2019.

For additional information, please review the backup information on Ordinance 2019-04 on the May 28, 2019 agenda under "New Business."

Staff Recommendation

N/A

Previous Commission Action

Each year, the City Commission reviews and adopts the appropriations and tax levy ordinances for the new fiscal year. An opportunity for citizens to provide comments on the proposed ordinances is provided through three formal public hearings. The May 28, 2019 public hearing represents the first of three public hearings for the FY 2020 tax levy ordinance.

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 06/10/2019

Public Hearing for Proposed Six-Year Capital Improvements Program for Fiscal Years 2020-2025

Submitted by: Jay Evans, Administration

Department: Administration

Information

Subject

Public Hearing for Proposed Six-Year Capital Improvements Program for Fiscal Years 2020-2025

Background

The proposed FY 2020-2025 Capital Improvements Program (CIP) was reviewed with the Board of Commissioners at a work session on Tuesday, April 2, 2019. The staff reviewed each project and received initial guidance and direction on the appropriateness and priorities in the program. The CIP has since been posted on the City's website and circulated in the community for citizen review and comment. Formal public hearings on the proposed CIP are scheduled at three City Commission meetings on Tuesday, May 28, 2019, Monday, June 10, 2019, and Tuesday, June 25, 2019. A Resolution to adopt the six-year CIP will be presented to the City Commission for consideration and approval at the June 25, 2019 meeting.

Staff Recommendation

N/A

Previous Commission Action

Each year, the City Commission reviews and approves the six-year capital improvements program. An opportunity for citizen comments on the proposed program is provided through three formal public hearings.

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 06/10/2019

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 May 28, 2019 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

DRAFT

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Tuesday, May 28, 2019 at 7:00 pm at Brentwood City Hall.

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

Absent: Commissioner Susannah Macmillan

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

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

Public Hearing

Public hearing on Ordinance 2019-03 - AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT

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

Public hearing on Ordinance 2019-04 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

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

Public hearing for proposed six-year Capital Improvements program for Fiscal Years 2020-2025

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

Approval or Correction of Minutes

May 13, 2019

Moved by Commissioner Mark Gorman for approval of the minutes as written, seconded by Commissioner Regina Smithson

Vote: 6 - 0 Approved - Unanimously

Consent Agenda

Resolution 2019-54 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH RENEW BIOMEDICAL FOR ANNUAL AUTOMATIC EXTERNAL DEFIBRILLATOR MAINTENANCE, for adoption

Resolution 2019-55 - A RESOLUTION ADOPTING THE WILLIAMSON COUNTY MULTI-HAZARD MITIGATION PLAN, for adoption

Resolution 2019-56 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH MIDWEST MAINTENANCE, INC. FOR RESTORATION OF THE SLAVE CABINS AT RAVENSWOOD MANSION, for adoption

Moved by Commissioner Regina Smithson for approval of the items on the Consent Agenda, seconded by Commissioner Rhea Little

Vote: 6 - 0 Approved - Unanimously

New Business

Ordinance 2019-03- AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT, for consideration on first reading

Moved by Commissioner Rhea Little for passage of Ordinance 2019-03, seconded by Commissioner Nelson Andrews

Vote: 6 - 0 Approved - Unanimously

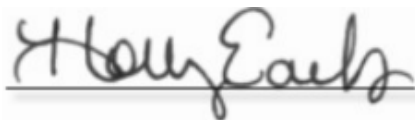
Ordinance 2019-04 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, for consideration on first reading

Moved by Commissioner Regina Smithson for passage of Ordinance 2019-04, seconded by Commissioner Rhea Little

Vote: 6 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:40 pm.

APPROVED _____

A handwritten signature in cursive script that reads "Holly Earls". The signature is written in black ink on a light-colored background.

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 06/10/2019

Ordinance 2019-06 - Authorizing Transfer of Surplus Water Tank Property and Vacation/Modification of Associated Easements

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Ordinance 2019-06 - Authorizing transfer of surplus Woodway Water Tank property and vacation and modification of easements.

Background

In FY 2018, the Water Services Department funded the abandonment and demolition of one of the City's oldest water tanks, the Woodway water tank, a 1.0 million gallon steel tank originally constructed and put into operation in 1984. The Woodway tank was one of the first owned and operated by the City until the mid-1990's when it was abandoned after many system improvements were made that superseded the tank's ability to operate efficiently. The demolition of the tank was completed this past spring. The remaining property, which includes a deeded parcel approximately one quarter acre in size and utility and tank access easements, is being proposed to be returned to the property owners impacted by the City property.

The process for returning the land to the affected property owners required having a survey completed and preparation of a quitclaim deed and two revised subdivision plats. One plat is for the Woodway subdivision where the water tank and deeded parcel are located along with a portion of a utility and access easement, and one plat is for the Fountainhead subdivision which also contains a portion of the utility and access road easement (see attached map of area). Each property owner affected will need to approve the changes to their property (removing the easement from the property). Staff is working to finalize the two plats and meet with the six homeowners to obtain the needed signatures. It's anticipated the two plats will not need to go before the Planning Commission for approval, but can be approved administratively.

In 2018, the City hired CEC, Inc., surveyors and engineers, to begin work to collect the field data for preparation of the quitclaim deed and plats. All the field work has been completed along with preparation of the quitclaim deed. Because the water tank site is surrounded by property owned by Mr. and Mrs. Moshier, the property is land locked and is believed to have no market value. It is staff's recommendation that approval be granted

to transfer the property to the Moshiers via quitclaim and authorize staff to vacate and modify existing utility and access easements associated with the water tank abandonment project.

Should you have any questions in regard to this item, please contact Chris Milton, Director Water Services.

Staff Recommendation

Staff recommends approval.

Previous Commission Action

Resolution 2018-61 - Approval of Agreement with CEC, Inc. for surveying services to abandon property associated with the Woodway Water Tank removal project.

Fiscal Impact

Amount : \$0.00

Source of Funds:

Account Number:

Fiscal Impact:

There is no impact other than minor reductions in cost to maintain the site.

Attachments

Ordinance 2019-06

Quitclaim Deed

Overview of Plat Modifications

Area Site Map

ORDINANCE 2019-06

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE A DEED ON BEHALF OF THE CITY OF BRENTWOOD TO CONVEY THE SURPLUS WOODWAY WATER TANK PROPERTY TO GLEN W. MOSHIER AND DIANA K. MOSHIER AND AUTHORIZE THE ABANDONMENT OF UTILITY AND ACCESS ROAD EASEMENTS TO SAID PROPERTY

WHEREAS, in fiscal year 2018, the Water Services Department funded the abandonment and demolition of the Woodway water tank; and

WHEREAS, the demolition was completed in Spring of 2019 and the remaining property more particularly described in Deed Book 475, Page 548, in the Register's Office for Williamson County, Tennessee, containing 0.23 acres, more or less and utility and tank access easements are proposed to be returned to the property owners impacted by the City property; and

WHEREAS, the City of Brentwood desires to abandon entirely any interest it may have in the existing access easement on the Woodway water tank property.

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

SECTION 1. That the Mayor is hereby authorized to execute a deed on behalf of the City of Brentwood to convey the surplus Woodway water tank property, attached hereto as Attachment A, to Glen W. Moshier and Diana K. Moshier.

SECTION 2. That the Mayor is hereby authorized to execute any and all documents necessary to evidence the abandonment said easements.

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 _____

2nd reading _____

PUBLIC HEARING

Notice published in: _____ *n/a*

Date of publication: _____

Date of hearing: _____

PLANNING COMMISSION _____

NOTICE OF PASSAGE

Notice published in: _____ *n/a*

Date of publication: _____

EFFECTIVE DATE _____

MAYOR

RECORDER Holly Earls

Approved as to form:

CITY ATTORNEY Kristen L. Corn

This Instrument Prepared by:
City of Brentwood
P. O. Box 788
Brentwood, TN 37024-0788

Map, Parcel Information:
Map 028, Parcel 04002
DB 475, PG 548

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the **City of Brentwood, Tennessee** (“Grantor”) by these presents does hereby quitclaim and convey unto Glen W. Moshier and Diana K. Moshier (“Grantee”), all of its right, title and interest in and to that certain tract of land in Williamson County, Tennessee described as follows:

Being a tract of land lying in the 15th Civil District of the City of Brentwood, Williamson County, Tennessee, and being more particularly described as follows:

Beginning at a point where the centerline of a proposed water line intersects the proposed property line for a water tank, said point being 120 feet +/- south of a point in the north property line of the Harvey property and also being 1,990 feet +/- west of the Harvey northeast property corner; thence leaving said point as follows: N. 51° 02' 30" W. 67 feet to a point; S. 38° 57' 30 " W. 100 feet to a point; S. 51° 02' 30" E. 100 feet to a point; N. 38° 57' 30" E. 100 feet to a point; N. 51° 02' 30" W. 33 feet to the point of beginning, containing 0.23 acres, more or less.

Being the same property conveyed to of The City of Brentwood, as of record in Deed Book 475, Page 548, in the Register’s Office for Williamson County, Tennessee.

TO HAVE AND TO HOLD the above described land unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has executed this instrument on this the _____ day of _____, 2019.

CITY OF BRENTWOOD

By: _____
Mayor

**STATE OF TENNESSEE
COUNTY OF WILLIAMSON**

Personally appeared before me, _____, Notary Public of said County and State, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be Mayor of the City of

Brentwood, Tennessee, the within named bargainer, and that she, as such Mayor, executed the within instrument for the purposes therein contained, by signing the name of the City of Brentwood by herself as Mayor.

Witness my hand, at office, this _____ day of _____, 2019.

Notary Public

My commission expires: _____

ACCEPTED:

By: _____
Glen W. Moshier

By: _____
Diana K. Moshier

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, _____, Notary Public of said County and State, **Glen W. Moshier** and **Diana K. Moshier**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office, this ___ day of _____, 20____.

NOTARY PUBLIC

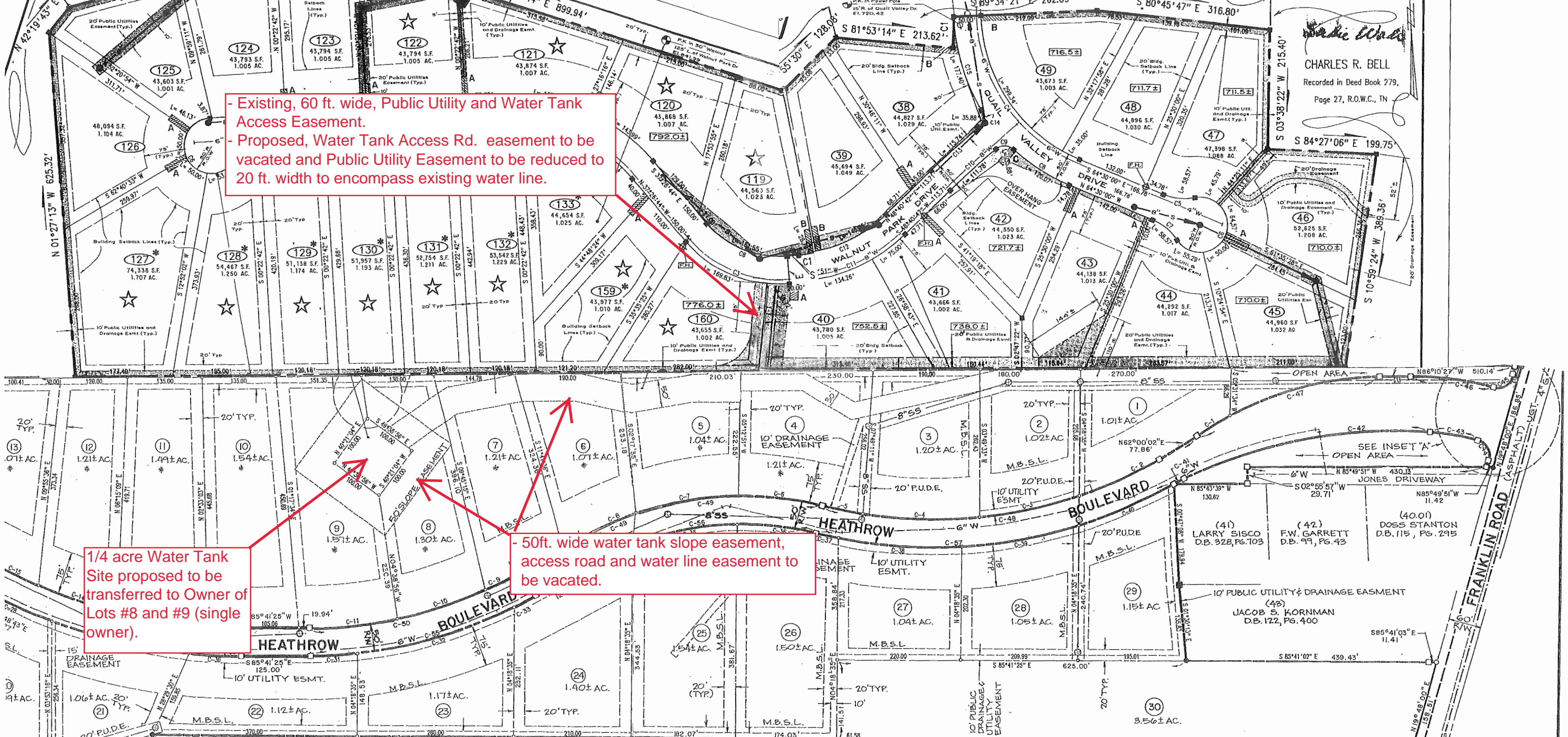
My commission expires: _____.

- Existing, 60 ft. wide, Public Utility and Water Tank Access Easement.
 - Proposed, Water Tank Access Rd. easement to be vacated and Public Utility Easement to be reduced to 20 ft. width to encompass existing water line.

1/4 acre Water Tank Site proposed to be transferred to Owner of Lots #8 and #9 (single owner).

- 50ft. wide water tank slope easement, access road and water line easement to be vacated.

Charles R. Bell
 CHARLES R. BELL
 Recorded in Deed Book 279,
 Page 27, R.O.W.C., TN



WILLIAMSON COUNTY - STATE OF TENNESSEE
 Regulated for record the 18 day of JUNE 1986
 at 12:30 P.M. Noted in Note Book 38 page 246
 and Recorded in Book No. 10 page 110 State Tax
 Paid Fee Recording Fee 10.00 Total
 Receipt No. 53731 Witness my hand
J.D. Bennett, Register

EDWARD J. CANN JR.
 D.B. 161, PG. 359

10/95 B

PARCEL NUMBERS SHOWN THUS (00) PERTAIN TO WILLIAMSON COUNTY TAX MAP 28.

NO HOUSE SHALL BE BUILT ON A LOT THAT HAS A SLOPE GREATER THAN TWENTY (20) PER CENT WITHOUT APPROVAL OF DETAILED SITE AND CONSTRUCTION PLANS AND ANY OTHER REQUIREMENTS ESTABLISHED BY THE BRENTWOOD PLANNING COMMISSION.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO HEATHROW ARE RECORDED IN BOOK 536, PAGE 185, R.O.W.C., TN.

LOT 30 SHALL BE EXEMPTED FROM THE AFOREMENTIONED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

OPEN AREAS SHOWN HEREON ARE DEDICATED AS COMMON OPEN SPACE AND PUBLIC UTILITY AND DRAINAGE EASEMENTS.

LOTS SHOWN THUS (+) ADHERE TO NOTE 2.

VAL OF STREETS
 All streets designated on the final subdivision plat have been constructed in accordance with City Works Department requirements.

CERTIFICATE OF APPROVAL FOR RECORDING
 I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for the City of Brentwood Planning Region, with the exception of such variances and/or modifications, if any, as are noted in the minutes of the planning commission, and that it has been approved for recording in the office of the city recorder.

SEE SHT 2
 SEE SHEET

EDWARD J. CANN JR.
 D.B. 161, PG. 359

10/95 A

WILLIAMSON COUNTY - STATE OF TENNESSEE
 Received for record the 18 day of JUNE 1986
 at 12:30 P.M. Noted in Note Book 38 page 246
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 Paid Fee Recording Fee 10.00 Total
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J.D. Bennett, Register

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10/95 A

WILLIAMSON COUNTY - STATE OF TENNESSEE
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 Paid Fee Recording Fee 10.00 Total
 Receipt No. 53731 Witness my hand
J.D. Bennett, Register

TOTAL AREA - 44.99 ± ACRES
 AREA DEDICATED AS RIGHT-OF-WAY 4.92 ± ACRES

A SUBDIVISION PLAT OF
HEATHROW

BRENTWOOD WILLIAMSON COUNTY OF UTILITY SYSTEMS

OWNER/DEVELOPER
 MARSHALL BAILEY ENTERPRISES
 615 MARYLAND WAY, SUITE 208
 BRENTWOOD, TENNESSEE 37027

the following utility systems outlined or subdivision plat entitled Heathrow have been with current, Brentwood Water and Sewer System.
John Grissom
 JOHN GRISSOM, DIRECTOR

NOTES:
 1. PARCEL NUMBERS SHOWN THUS (00) PERTAIN TO WILLIAMSON COUNTY TAX MAP 28.
 2. NO HOUSE SHALL BE BUILT ON A LOT THAT HAS A SLOPE GREATER THAN TWENTY (20) PER CENT WITHOUT APPROVAL OF DETAILED SITE AND CONSTRUCTION PLANS AND ANY OTHER REQUIREMENTS ESTABLISHED BY THE BRENTWOOD PLANNING COMMISSION.
 3. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO HEATHROW ARE RECORDED IN BOOK 536, PAGE 185, R.O.W.C., TN.
 4. LOT 30 SHALL BE EXEMPTED FROM THE AFOREMENTIONED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.
 5. ALL OPEN AREAS SHOWN HEREON ARE DEDICATED AS COMMON OPEN SPACE AND PUBLIC UTILITY AND DRAINAGE EASEMENTS.
 6. LOTS SHOWN THUS (+) ADHERE TO NOTE 2.

CERTIFICATE OF APPROVAL OF STREETS
 I hereby certify that all streets designated on the final subdivision plat entitled Heathrow have been constructed in accordance with current Brentwood Public Works Department requirements.
 6-17 1986
John R. Post

S.L. RICHARDSON, ET UX
 D.B. 73, PG. 278

10/95 A

WILLIAMSON COUNTY - STATE OF TENNESSEE
 Received for record the 18 day of JUNE 1986
 at 12:30 P.M. Noted in Note Book 38 page 246
 and Recorded in Book No. 10 page 110 State Tax
 Paid Fee Recording Fee 10.00 Total
 Receipt No. 53731 Witness my hand
J.D. Bennett, Register

TOTAL AREA - 44.99 ± ACRES
 AREA DEDICATED AS RIGHT-OF-WAY 4.92 ± ACRES

A SUBDIVISION PLAT OF
HEATHROW

BRENTWOOD WILLIAMSON COUNTY TENNESSEE

OWNER/DEVELOPER
 MARSHALL BAILEY ENTERPRISES
 615 MARYLAND WAY, SUITE 208
 BRENTWOOD, TENNESSEE 37027

CERTIFICATE OF APPROVAL FOR RECORDING
 I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for the City of Brentwood Planning Region, with the exception of such variances and/or modifications, if any, as are noted in the minutes of the planning commission, and that it has been approved for recording in the office of the city recorder.



Water tank access road & associated easements to be vacated

Water Tank Site

HEATHROW BLVD

WALNUT PARK DR

OLIVE ST

Brentwood City Commission Agenda

Meeting Date: 06/10/2019

Resolution 2019-57 - A Resolution Authorizing an Agreement with Contractor Services Unlimited, Inc. for Demolition of the Residential Structural Remains Located at 7 Medalist Court

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Resolution 2019-57 requests approval of a contract with Contractor Services Unlimited for the demolition of the structural remains, located at 7 Medalist Court in the Governors Club Subdivision.

Background

On August 12, 2018, the residence located at 7 Medalist Court within the Governors Club Subdivision was involved in a structure fire. The home was badly damaged and has been determined to be a total loss. Since the fire, the site has become a safety concern for the neighbors. Efforts to contact the responsible property owner, Stacey Stevens, to arrange to have a fence erected around the site for better security have been unsuccessful.

A home with the extent of damage present at the site is extremely unstable. During the fire and over the course of the days after, the structure experienced wall and floor collapses. Please refer to the images attached below that show the extent of the damage.

On February 4, 2019, the Brentwood Board of Construction Appeals (BBCA) made a preliminary determination that the structural remains located at 7 Medalist Court are unfit and unsafe for human occupancy. As part of the decision, the BBCA also directed staff to issue a complaint to all parties who have an interest in the property. The BBCA also directed staff to recommend a hearing date for a final determination as to whether the structure is unfit for human occupancy. The complaint was drafted and sent to the owners of the property and all parties with an interest (including Bank of America as the mortgagee and the Governors Club Property Owners Association (POA)). The complaint was also published in the newspaper and filed at the Registers Office of Williamson County. The hearing was scheduled for March 25, 2019.

On March 25, 2019, the BBCA issued a final order that the structural remains located at 7 Medalist Court are unfit and unsafe for human occupancy and are dangerous or injurious to the health and safety of neighboring structures or other residents of the City, increasing the hazards of accident or other calamities at the site. Staff recommended that the BBCA

issue an order for the structure to be demolished and the property secured within 60 days. The BBCA voted to follow staff's recommendation, and the order was signed by Mr. Michael Vines, Chairman of the BBCA on March 28, 2019. Acopy of the order is also attached. The order required that the owners remove the remains within 60 days. The 60-day time period lapsed May 28, 2019.

Pursuant to Section 14-10 of the Brentwood Municipal Code, if the owner fails to comply with an order to remove or demolish the structure, the City Manager (acting on behalf of the BBCA) may cause such structure to be removed or demolished. To prepare for such a situation, staff prepared an Invitation to Bid and specifications for the removal of the structural remains. The Invitation to Bid was published in the March 24, 2019 edition of the Williamson A.M. The bids were opened on April 19, 2019. A mandatory Pre-Bid meeting, which was coordinated with a representative of the Governors Club POA, was conducted on April 5th. Three firms responded to the bid proposal. See the following table that details the bid proposals.

<i>BIDS TABULATION FOR 7 MEDALIST COURT -- 4-19-2019</i>		
<i>COMPANY</i>	<i>OPTION 1</i>	<i>OPTION 2</i>
Mac Constructors	\$ 101,960.00	\$ 72,210.00
Modern Day Wrecking	\$ 123,290.00	\$ 62,590.00
Contractor Services Unlimited	\$ 39,660.00	\$ 35,694.00
Option 1 = Complete demo of structure & grading of property back to natural contour.		
Option 2 = Demo & removal of construction debris, including footing, foundation & retaining walls, driveways, sidewalks, concrete steps and basement slabs.		

The lowest qualified bid of \$39,660.00 for Option One was submitted by Contractor Services Unlimited, Inc. As specified by the invitation to bid, a contract has been drafted with a maximum completion time of 30 days. Option One requires the complete demolition of the structure and the grading of the property back to the natural contour of the site. The bid form for Contractor Services Unlimited, Inc. is attached.

Contractor Services Unlimited, Inc. is located in Memphis. The company provided several references which were verified by the Building Official. It was found that Contractor Services Unlimited, Inc. performed satisfactorily in all instances.

Staff is recommending that the Board of Commissioners approve Option One with Contractors Services Unlimited, Inc. in the amount of \$39,660.00, which requires the complete demolition of the structure and grading the property back to the natural contour of the site. If the Board of Commission approves the award of the bid, staff will attempt to recover all associated expenses of the demolition by billing the property owners and placing a lien on the subject property. The City will be a subordinate lienholder, meaning the lien will be satisfied after other previously filed liens (including the

mortgage) are paid off. This means that recovery by the City is not necessarily guaranteed. While recovery of costs is not guaranteed, leaving the burned out remains of the home is not a realistic option for the benefit of surrounding neighbors.

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

Staff Recommendation

Staff recommends that the Board of Commissioners approve Resolution 2019-57 and award the bid for the removal of the residential structural remains located at 7 Medalist Court and enter into a contract with Contractor Services Unlimited, Inc. for Option One at a total cost of \$39,660.00.

Previous Commission Action

There has been no recent action by the Board of Commissioners related to the subject property.

Fiscal Impact

Amount : \$39,660.00

Source of Funds:

Account Number:

Fiscal Impact:

This expense will be recorded as a receivable in anticipation of recovery through the lien process.

Attachments

Resolution 2019-57

COB Contract No. 2019-064

Images of Structural Remains -- 7 Medalist

Final Order to Demolish

Complaint and Notice of Hearing -- March 25, 2019

Bid Form -- Contractor Services Unlimited

BBCA Meeting Minutes -- 2/4 & 3/25

Bid Forms -- Mac Constructors & Modern Day Wrecking

Invitation to Bid

RESOLUTION 2019-57

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND CONTRACTOR SERVICES UNLIMITED, INC. FOR DEMOLITION OF THE RESIDENTIAL STRUCTURAL REMAINS LOCATED AT 7 MEDALIST COURT, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

WHEREAS, the Board of Building Construction Appeals of the City of Brentwood has determined that the residential structural remains located at 7 Medalist Court are unfit for human occupation or use, and are dangerous or injurious to the health and safety of neighboring structures, or other residents of the city, increasing the hazards of accident, or other calamities at the site, and has ordered the owners thereof to demolish said structure; and

WHEREAS, the deadline established by the Board of Building Construction Appeals for demolition of said structural remains, and the time limit for appealing from the demolition order, have both passed; and

WHEREAS, pursuant to state law and the Brentwood Municipal Code, the City is now authorized to demolish the structure and to bill the owners for the cost; and

WHEREAS, bids were received by the City of Brentwood on April 19, 2019 for demolition of the structure; and

WHEREAS, it is appropriate that the low bid for Option One submitted by Contractor Services Unlimited, Inc. be accepted.

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

SECTION 1. That the Mayor be and he is hereby authorized to execute an agreement by and between the City of Brentwood and Contractor Services Unlimited, Inc. for demolition of the residential structural remains located at 7 Medalist Court, 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

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

CONTRACT FOR DEMOLITION OF RESIDENTIAL STRUCTURE

COB Contract No. 2019-064

THIS CONTRACT is hereby entered into this __ day of _____, 2019, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and CONTRACTOR SERVICES UNLIMITED, INC., hereinafter called the "Contractor."

1. SCOPE AND COST OF THIS CONTRACT

The Contractor shall be responsible for demolition of the structural remains located at 7 Medalist Court, Brentwood, Tennessee, including all foundations and driveway improvements, in accordance and full compliance with the attached bid specifications and site demolition overview. The work to be done consists of furnishing all labor, materials, supplies, tools, plant and equipment necessary to perform all work and services described in this contract and the attachments hereto. Such work shall be performed at a cost of \$39,660.00, as set forth in the Bid Form submitted by Contractor.

2. CONTRACT DOCUMENTS

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Bid Form submitted by Contractor, attached hereto as "Attachment A," and the bid specifications, attached hereto as "Attachment B".

3. CITY'S REPRESENTATIVE

Wherever in this Contract the term "City's Representative" is used, it shall mean the person designated by the City to represent the City in overseeing the completion of the work to be done under this Contract.

4. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by his examination, satisfied itself as to the nature and location of the work; the character, quality and quantity of the materials to be encountered; the character of equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

5. PERMITS

Permits necessary for the prosecution of the work shall be secured by the Contractor.

6. PROTECTION

Whenever the conditions, laws or ordinances require, the Contractor shall furnish and maintain, at its own expense and cost, necessary passageways, guard fences, barriers and lights, and such additional facilities and means of protection as may be required to provide safe conditions at all times.

7. CONSENT TO TRANSFER

The Contractor shall not assign or transfer this Contract or any part thereof without consent of the City, given in writing. Such consent does not release or relieve the Contractor from any of its obligations and liabilities under this Contract.

8. SITE SUPERVISION

The Contractor shall constantly supervise all the work embraced in this Contract in person or by a duly authorized representative acceptable to the City.

9. CORRECTIONS TO CONTRACT DOCUMENTS

The Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

10. INSPECTIONS

All work done by the Contractor shall be open to the inspection, acceptance and rejection of City's Representative at all times. The Contractor shall provide reasonable and necessary opportunities for inspection of the work.

11. DEFECTIVE WORK OR MATERIALS

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill this Contract as herein prescribed. Any defective work may be rejected and shall be made good, notwithstanding that such work has been previously overlooked by the City's Representative and accepted. If the work or any part thereof shall be found defective before the final acceptance of the work, the Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the City's Representative. If the Contractor shall fail to remedy such defective work after reasonable notice, the City's Representative may cause such defective work to be remedied by the City or other persons, and the expense thereof shall be deducted from the amount to be paid the Contractor.

12. INDEMNITY

The Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers and agents, from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by negligence or not, or in consequence of any negligence in guarding the same, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of any acts of omission of the Contractor, his servants or agents; and the Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

13. BOND REQUIREMENTS

Prior to commencing work under this Contract, the Contractor agrees to furnish a performance bond with good and sufficient surety or sureties acceptable to the City, conditioned upon the Contractor's full completion of the work pursuant to this Contract and any amendment or extension thereof. The bond may be in the form of (a) a surety bond, in a form acceptable to the City Attorney, provided by a surety or sureties with an "A-" or better rating according to A.M. Best Company, or (b) a letter of credit, in a form acceptable to the City Attorney, from a financial institution which maintains a local office within the City of Brentwood.

14. RISK

The Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes until acceptance by the City's Representative.

15. ORDER AND DISCIPLINE

The Contractor shall at all times enforce strict discipline and good order among its employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to it, or who the City's Representative may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the City's Representative and shall not again be employed on the work without the City's written consent.

16. CLEAN UP

On completion of the work, or any part thereof, all surplus material, temporary structures built by the Contractor, and/or debris resulting from demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. In accordance with the bid specifications, the site shall be graded to a level condition, and fescue-type grass cover shall be planted on all disturbed ground. No special payment will be made for the removal of debris, grading or other work necessary to the fulfillment of the Contractor's obligations, the cost and value of such being covered by the price set forth in Section 1 herein. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized. Contractor shall be responsible for any damage to curbs or streets resulting from the work pursuant to this Contract.

17. AUTHORITY OF CITY'S REPRESENTATIVE

The City's Representative shall have the authority to reject or condemn all work or materials which do not conform to this Contract; to direct application of forces to any portion of the work which, in his judgment, requires it; and to decide questions which arise between the parties relative to the execution of the work.

18. SUSPENSION OF WORK

Should the City's Representative deem it necessary to suspend operations on the work due to severe weather conditions or other unforeseen conditions, he may notify the Contractor in writing to suspend

operations on the entire project or any part thereof. The contractor shall on not less than ten days notice again resume the work if ordered to do so by the City's Representative. Shall such a suspension be deemed necessary by the City, the Contractor shall have no claim for damage due to such suspension.

19. EXPEDITING WORK

(a) Correcting imperfections: If the City's Representative shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Representative shall have the power to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

(b) Annulment: In such case the City may give the Contractor 48 hours written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due the Contractor under this Contract; and may terminate the employment of the Contractor under this Contract and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to the Contractor, but if such cost exceeds such unpaid balance the Contractor shall receive no further payment.

(c) Performance bond: In addition to or in lieu of the above remedies, the City may pursue its rights under the performance bond required herein.

20. ACCEPTANCE

The work shall be inspected for acceptance by the City's Representative within five days upon receipt of notice by the Contractor that the work is ready for such inspection.

21. PAYMENT TO CONTRACTOR

Upon the completion of all work required hereunder and acceptance of the work by the City's Representative, the Contractor shall submit its invoice, along with all required receipts for disposal of materials and debris removed from the site. The invoice shall also be accompanied by satisfactory evidence that all liens, claims and demands of the Contractor's employees or other parties providing labor or material used in the work have been duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands. After authorization by the City's Representative, the City shall pay the Contractor the full amount due under this Contract.

22. INSURANCE

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them.

Certificates of such insurance shall be filed with the City Attorney and shall be subject to her approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

General Liability in an amount not less than \$1,000,000 per occurrence.

Automobile Liability in an amount not less than \$1,000,000 per occurrence.

Workers Compensation insurance as required by state law.

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies. The Contractor is advised that the City is not liable for the safety, security, or condition of the Contractor's equipment or materials.

23. TIME ALLOWED FOR COMPLETION

The Contractor shall be responsible to the City for the proper fulfillment of all terms this Contract. The Contractor shall complete the work according to the Contract Documents within 30 days of the date of this Contract, provided that the time allowed for completion shall be extended by any time the work is suspended by the City's Representative pursuant to Section 18 herein for reasons which are not the fault of the Contractor. The Contractor shall be assessed \$100.00 per day as liquidated damages for each day beyond the time allowed for completion that the work is incomplete, as determined by the City's Representative. Such liquidated damages may be deducted from the amount paid by the City to the Contractor for its work.

24. COMPLIANCE WITH THE LAW

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes and regulations.

25. ANTIDISCRIMINATION

The Contractor, in performing the work covered by this Contract, shall not discriminate against any person seeking employment with or by the Contractor because of race, creed, color or national origin.

26. TERMINATION OF CONTRACT FOR CAUSE

If, though any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specify the effective date thereof. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the date first written above.

CITY:

CONTRACTOR:

CITY OF BRENTWOOD, TENNESSEE

By: _____

By: _____

Mayor

Pursuant to Resolution 2019-__

Printed Name: _____

Approved as to form and legality:

Title: _____

Kristen L. Corn, City Attorney



WINDSON

WINDS

HAMPTON RESERVE DR
HAMPTON RESERVE DR
CROCKETT DR

CROCKETT DR

TRADITION LN

MEDALIST CT

MEDALIST CT

MEDALIST CT

VELLANO PL

SAWGRASS LN
SAWGRASS LN

SAWGRASS LN

SAWGRASS LN

SAWGRASS LN

SAWGRASS LN

SPYGLASS HL

8











yvek
move



9

**BEFORE THE BOARD OF CONSTRUCTION APPEALS
OF THE CITY OF BRENTWOOD, TENNESSEE**

**IN RE: 7 MEDALIST COURT
BRENTWOOD, TENNESSEE 37027**

(Owners: Stacey R. Stevens, Stacey R. Stevens as guardian for Madison M. Stevens, and Stacey R. Stevens, guardian for Alyssa R. Stevens; Beverly Miller; Parties in interest: Capital One Bank, USA, N.A., Bank of America, N.A., Governor's Club at Pleasant Hill Property Owner's Association)

FINAL ORDER FOR STRUCTURE TO BE SECURED AND DEMOLISHED

On Monday, March 25, 2019, the Brentwood Board of Building Construction Appeals ("Board") conducted a hearing in regard to the structural remains located at 7 Medalist Court ("Structure"). After such hearing, the Board determined that the Structure is a total loss, is unfit and unsafe for human occupancy, and is dangerous and injurious to the health and safety to neighboring structures, or other residents of the city, increasing the hazards of accident, or other calamities at the site. Therefore, the Board hereby orders the above-referenced owners to secure the property, remove or demolish the Structure and to remove all associated debris within 60 days of this order, or on or before May 25, 2019.


Pursuant to Brentwood Municipal Code, §§ 14-10 and 14-11, the City Manager of the City of Brentwood shall be authorized to cause the Structure to be removed or demolished in the event the above-referenced owners fail to comply with this Order, and the amount of the cost of such removal or demolition shall be assessed against the owners and, upon filing of the notice with the Register of Deeds of Williamson County, shall be a lien on the property in favor of the City of Brentwood.

Any person affected by an order issued by the Board served pursuant to this division may file a bill in chancery court for an injunction restraining the Board and the City Manager from carrying out the provisions of the Order, and the court may, upon the filing of such suit, issue a temporary injunction restraining the Board and the City Manager pending the final disposition of the cause; provided, however, that within 60 days after the posting and service of the Order of the Board, such person shall file such bill in the court. The remedy provided herein shall be the exclusive remedy and no person affected by an

Order of the Board shall be entitled to recover any damages for action taken pursuant to any Order of the Board, or because of noncompliance by such person with any order of the Board.

This Order is issued pursuant to the authority granted by Tennessee Code Annotated §13-21-101, *et. seq* and the Brentwood Municipal Code, §14-1, *et seq*.

Entered this 28 day of March, 2019.


Michael Vines, Chairman
Brentwood Construction Board of Appeals

CERTIFICATE OF SERVICE

I hereby certify that on March 28, 2019 I forwarded by certified and regular U.S. mail a true and correct copy of the Final Order for Structure to be Secured and Demolished to the following:

CMRRR #70172680000086088797
Stacey Stevens
7 Medalist Court
Brentwood, TN 37027

CMRRR #70172680000086088780
Beverly Miller
14200 Farragut Court
Fort Myers, FL 33908

CMRRR #70172680000086088773
Capital One Bank USA NA
Attn: 12070-7000 (Subpoena Dept.)
15000 Capital One Drive
Richmond, VA 23238-1119

CMRRR #70172680000086088766
Bank of America, N.A.
101 South Tryon Street
Charlotte, NC 28255

CMRRR #70172680000086088759
The Governor's Club Property Owners' Association
19 Governors Way
Brentwood, TN 37027



Holly Earls, City Recorder

**BEFORE THE BOARD OF CONSTRUCTION APPEALS
OF THE CITY OF BRENTWOOD, TENNESSEE**

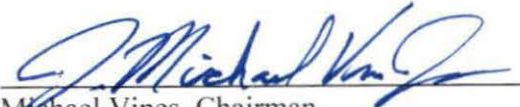
**IN RE: 7 MEDALIST COURT
BRENTWOOD, TENNESSEE
(Owners: Stacey R. Stevens, Stacey R. Stevens as guardian for Madison M. Stevens, and Stacey R. Stevens, guardian for Alyssa R. Stevens; Beverly Miller; Parties in interest: Capital One Bank, USA, N.A., Bank of America, N.A., Governor's Club at Pleasant Hill Property Owners' Association)**

COMPLAINT AND NOTICE OF HEARING

Notice is hereby served on the above-named owners and parties in interest that a hearing will be held before this Board on Monday, March 25, 2019 at 5:30 pm, at the Brentwood Municipal Center, 5211 Maryland Way regarding the structure located at 7 Medalist Court, Brentwood, Tennessee. On February 4, 2019, this Board conducted a preliminary investigation regarding charges that said structure is unfit for human occupancy or use. The Board's investigation disclosed a basis for such charges.

The owner and parties in interest named above shall have the right to file an answer to this complaint, and to appear in person, or otherwise, and give testimony at the time and place set forth herein.

This complaint and notice of hearing are issued pursuant to the authority granted by Tennessee Code Annotated § 13-21-101 *et seq.* and the Brentwood Municipal Code, § 14-1 *et seq.*



Michael Vines, Chairman
Brentwood Construction Board of Appeals

CERTIFICATE OF SERVICE

I hereby certify that I have forwarded by certified and regular U.S. mail a true and correct copy of the Complaint and Notice of Hearing to the following:

CMRRR #70172680000086088742
Stacey Stevens
7 Medalist Court
Brentwood, TN 37027

CMRRR #70170530000095708015
Beverly Miller
14200 Farragut Court
Fort Myers, FL 33908

CMRRR #70170530000095708008
Capital One Bank USA NA
Attn: 12070-7000 (Subpoena Dept.)
15000 Capital One Drive
Richmond, VA 23238-1119

CMRRR #70170530000095707995
Bank of America, N.A.
101 South Tryon Street
Charlotte, NC 28255

CMRRR #70170530000095707988
The Governor's Club Property Owners' Association
19 Governors Way
Brentwood, TN 37027


Holly Earls

BID FORM

<p>Bidder's name, street address, and mailing address:</p>	<p><u>Contractor Services</u> <u>Unlimited</u> <u>2809 Kirby Rd</u> <u>Memphis, TN. 38119</u></p>
<p>Bidder's contact person's name (printed), title, telephone number and e-mail address:</p>	<p><u>Frederick Bell</u> <u>General Contractor</u> <u>901-679-8416</u> <u>Csbine7@yahoo.com</u></p>
<p>Does the bidder take any exceptions to the City's invitation to bid, including the proposed contract?</p>	<p><input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.</p>
<p>Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?</p>	<p><input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.</p>
<p>Total quoted bid price for demolition and disposal for Option 1:</p>	<p>\$ <u>39,660⁰⁰</u></p>
<p>Total quoted bid price for demolition and disposal for Option 2:</p>	<p>\$ <u>35,694⁰⁰</u></p>
<p>Are the City's preferred payment terms (net 30 days from date of invoice) acceptable to bidder?</p>	<p><input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: ____.</p>
<p>Estimated time of completion:</p>	<p><u>30-45</u> days after execution of contract.</p>
<p>Last date (no sooner than June 19, 2019) that bid and associated pricing is valid and may be accepted by the City:</p>	<p>_____</p>

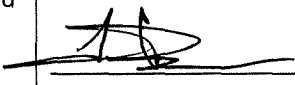
<p>Are the following included with this Bid Submittal Form in the bid submittal?</p> <ul style="list-style-type: none"> • Proof of contractor's license; • Identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Iran Divestment Act Certification (Exhibit A); and • Affidavit of Non-Collusion (Exhibit B), executed in full. 	<p><input checked="" type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, bidder chooses not to include all of these documents.</p>
<p>Receipt acknowledged of any and all issued addenda to this solicitation:</p>	<p><input type="checkbox"/> Addendum No. ____ received.</p> <p><input type="checkbox"/> Addenda Nos. ____ received.</p> <p><input type="checkbox"/> No addenda received.</p>
<p>Signature of bidder's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.</p>	<p> _____ (signature)</p>
<p>Title of bidder's authorized representative:</p>	<p><u>G.C.</u></p>
<p>Date of signature:</p>	<p><u>4-15-19</u></p>

EXHIBIT A

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 to be posted on the website of the State of Tennessee. 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.



Signature

4-15-19

Date

Frederick Bell

Printed Name

G.C.

Title

Contractor Services Unlimited

Name of Firm/Company

EXHIBIT B

Affidavit of Non-Collusion: a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Brentwood, Tennessee

State of Tennessee)

) SS

County of Shelby)

Affiant, Frederick Bell, deposes and makes oath that:

1. He or she is the Contractor (title, if applicable) of Contractor Services Unlimited, (legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.



(signature of Affiant)

G.C

(title of Affiant)


Notary

Sworn and subscribed to before me this 15 day of April, 2019

_____ My Commission Expires: _____



Exhibit C – Sample Contract

CONTRACT FOR DEMOLITION OF RESIDENTIAL STRUCTURE

COB Contract No. 2019-___

THIS CONTRACT is hereby entered into this __ day of _____, 2019, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and _____, hereinafter called the "Contractor".

1. SCOPE AND COST OF THIS CONTRACT

The Contractor shall be responsible for demolition of the structural remains located at 7 Medalist Court, Brentwood, Tennessee, including all foundations and driveway improvements, in accordance and full compliance with the attached bid specifications and site demolition overview. The work to be done consists of furnishing all labor, materials, supplies, tools, plant and equipment necessary to perform all work and services described in this contract and the attachments hereto. Such work shall be performed at a cost of _____, as set forth in the Bid Form submitted by Contractor.

2. CONTRACT DOCUMENTS

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Bid Form submitted by Contractor, attached hereto as "Attachment A," and the bid specifications, attached hereto as "Attachment B".

3. CITY'S REPRESENTATIVE

Wherever in this Contract the term "City's Representative" is used, it shall mean the person designated by the City to represent the City in overseeing the completion of the work to be done under this Contract.

4. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by his examination, satisfied itself as to the nature and location of the work; the character, quality and quantity of the materials to be encountered; the character of equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

5. PERMITS

Permits necessary for the prosecution of the work shall be secured by the Contractor.

6. PROTECTION

Whenever the conditions, laws or ordinances require, the Contractor shall furnish and maintain, at its own expense and cost, necessary passageways, guard fences, barriers and lights, and such additional facilities and means of protection as may be required to provide safe conditions at all times.

7. CONSENT TO TRANSFER

The Contractor shall not assign or transfer this Contract or any part thereof without consent of the City, given in writing. Such consent does not release or relieve the Contractor from any of its obligations and liabilities under this Contract.

8. SITE SUPERVISION

The Contractor shall constantly supervise all the work embraced in this Contract in person or by a duly authorized representative acceptable to the City.

9. CORRECTIONS TO CONTRACT DOCUMENTS

The Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

10. INSPECTIONS

All work done by the Contractor shall be open to the inspection, acceptance and rejection of City's Representative at all times. The Contractor shall provide reasonable and necessary opportunities for inspection of the work.

11. DEFECTIVE WORK OR MATERIALS

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill this Contract as herein prescribed. Any defective work may be rejected and shall be made good, notwithstanding that such work has been previously overlooked by the City's Representative and accepted. If the work or any part thereof shall be found defective before the final acceptance of the work, the Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the City's Representative. If the Contractor shall fail to remedy such defective work after reasonable notice, the City's Representative may cause such defective work to be remedied by the City or other persons, and the expense thereof shall be deducted from the amount to be paid the Contractor.

12. INDEMNITY

The Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers and agents, from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by negligence or not, or in consequence of any negligence in guarding the same, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of any acts of omission of the Contractor, his servants or agents; and the Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

13. BOND REQUIREMENTS

Prior to commencing work under this Contract, the Contractor agrees to furnish a performance bond with good and sufficient surety or sureties acceptable to the City, conditioned upon the Contractor's full completion of the work pursuant to this Contract and any amendment or extension thereof. The bond may be in the form of (a) a surety bond, in a form acceptable to the City Attorney, provided by a surety or sureties with an "A-" or better rating according to A.M. Best Company, or (b) a letter of credit, in a form acceptable to the City Attorney, from a financial institution which maintains a local office within the City of Brentwood.

14. RISK

The Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes until acceptance by the City's Representative.

15. ORDER AND DISCIPLINE

The Contractor shall at all times enforce strict discipline and good order among its employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to it, or who the City's Representative may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the City's Representative and shall not again be employed on the work without the City's written consent.

16. CLEAN UP

On completion of the work, or any part thereof, all surplus material, temporary structures built by the Contractor, and/or debris resulting from demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. In accordance with the bid specifications, the site shall be graded to a level condition, and fescue-type grass cover shall be planted on all disturbed ground. No special payment will be made for the removal of debris, grading or other work necessary to the fulfillment of the Contractor's obligations, the cost and value of such being covered by the price set forth in Section 1 herein. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized.

17. AUTHORITY OF CITY'S REPRESENTATIVE

The City's Representative shall have the authority to reject or condemn all work or materials which do not conform to this Contract; to direct application of forces to any portion of the work which, in his judgment, requires it; and to decide questions which arise between the parties relative to the execution of the work.

18. SUSPENSION OF WORK

Should the City's Representative deem it necessary to suspend operations on the work due to severe weather conditions or other unforeseen conditions, he may notify the Contractor in writing to suspend operations on the entire project or any part thereof. The contractor shall on not less than ten days notice

again resume the work if ordered to do so by the City's Representative. Shall such a suspension be deemed necessary by the City, the Contractor shall have no claim for damage due to such suspension.

19. EXPEDITING WORK

(a) Correcting imperfections: If the City's Representative shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Representative shall have the power to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

(b) Annulment: In such case the City may give the Contractor 48 hours written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due the Contractor under this Contract; and may terminate the employment of the Contractor under this Contract and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to the Contractor, but if such cost exceeds such unpaid balance the Contractor shall receive no further payment.

(c) Performance bond: In addition to or in lieu of the above remedies, the City may pursue its rights under the performance bond required herein.

20. ACCEPTANCE

The work shall be inspected for acceptance by the City's Representative within five days upon receipt of notice by the Contractor that the work is ready for such inspection.

21. PAYMENT TO CONTRACTOR

Upon the completion of all work required hereunder and acceptance of the work by the City's Representative, the Contractor shall submit its invoice, along with all required receipts for disposal of materials and debris removed from the site. The invoice shall also be accompanied by satisfactory evidence that all liens, claims and demands of the Contractor's employees or other parties providing labor or material used in the work have been duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands. After authorization by the City's Representative, the City shall pay the Contractor the full amount due under this Contract.

22. INSURANCE

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the City Attorney and shall be subject to her approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

General Liability in an amount not less than \$1,000,000 per occurrence.

Automobile Liability in an amount not less than \$1,000,000 per occurrence.

Workers Compensation insurance as required by state law.

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies. The Contractor is advised that the City is not liable for the safety, security, or condition of the Contractor's equipment or materials.

23. TIME ALLOWED FOR COMPLETION

The Contractor shall be responsible to the City for the proper fulfillment of all terms this Contract. The Contractor shall complete the work according to the Contract Documents within 30 days of the date of this Contract, provided that the time allowed for completion shall be extended by any time the work is suspended by the City's Representative pursuant to Section 18 herein for reasons which are not the fault of the Contractor. The Contractor shall be assessed \$100.00 per day as liquidated damages for each day beyond the time allowed for completion that the work is incomplete, as determined by the City's Representative. Such liquidated damages may be deducted from the amount paid by the City to the Contractor for its work.

24. COMPLIANCE WITH THE LAW

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes and regulations.

25. ANTIDISCRIMINATION

The Contractor, in performing the work covered by this Contract, shall not discriminate against any person seeking employment with or by the Contractor because of race, creed, color or national origin.

26. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specify the effective date thereof. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the date first written above.

CITY:

CONTRACTOR:

CITY OF BRENTWOOD, TENNESSEE

Contractor Services Unlimited

By: _____
Jill Burgin, Mayor
Pursuant to Resolution 2019-__

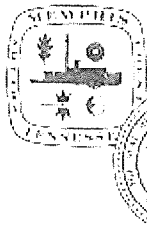
By:  _____

Printed Name: F. BILL

Approved as to form and legality:

Title: General Contractor

Kristen L. Corn, City Attorney



Memphis and Shelby County
Office of Construction Code Enforcement

946 MILLERS STATION MEMPHIS, TENNESSEE 38101

Office: 901-222-8390

Fax: 901-222-8367

License Registration ID

ID No. B1800015

DEMOLITION CLASS A B010

License Expire Date: 06/30/2019

Please keep the following Information Current with our Office

Name: BELL FREDERICK DBA CONTRACTORS SERVICES
UNLIMITED (B010)
Address: 2809 KIRBY PARKWAY, SUITE #134
City, State, Zip: MEMPHIS, TN 38119
Phone Number: 901-679-8416
Employed By: SELF EMPLOYED

David Mink

Administrator

Paul Haskins

Chief Inspector

BELL FREDERICK DBA CONTRACTORS SERVICES UNLIMITED (B010)
2809 KIRBY PARKWAY, SUITE #134
MEMPHIS, TN 38119

License Search and Verification

After you submit the search form, your results will appear below the form in this window (the form will remain for your reuse)...if you cannot see the results below, please scroll further down the search form.

<< [Click Here To Go Back To The Search Page](#)

License Details

License Status	Active - Fully Licensed
License #	45000
License ID	45000
Expiration Date	Mar 31 2021
Original Date	Jan 24 2000
Profession Code	1801
Profession Name	Contractor
First Name	\
Middle Name	\
Last Name	CONTRACTORS SERVICES UNLIMITED
City	MEMPHIS
State	TN
Zip Code	38119
Rank	Contractor
License Activity Description	Active - Fully Licensed

Classification and Limit

CLASS	BC-A/r
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MINUTES OF BRENTWOOD BOARD OF CONSTRUCTION APPEALS

The Brentwood Board of Construction Appeals met on Monday, February 4, 2019 at 5:30 p.m. at the Brentwood City Hall.

Present were Chairman Michael Vines, Vice Chairman Christian Noble, Todd Craver, and Dan Jordan. Staff members present were Tim Harrington, Jeff Dobson, Kristen Corn and Holly Earls. Mr. Vines led the Pledge of Allegiance.

Mr. Craver moved for approval of the minutes from the March 19, 2018 meeting as written; seconded by Mr. Noble. Approval was unanimous.

Mr. Craver moved for Michael Vines to be Chairman and Christian Noble to be Vice Chairman; seconded by Mr. Vines. Approval was unanimous.

New Business

Item 1: BBCA 1901-001 – PETITION DECLARING THE FIRE DAMAGED STRUCTURE LOCATED AT 7 MEDALIST COURT IN THE GOVERNORS CLUB SUBDIVISION AS UNFIT FOR HUMAN OCCUPANCY OR USE, ZONING OSRD

On August 12, 2018, the residence located at 7 Medalist Court, within the Governors Club Subdivision was involved in a structure fire. The home was a total loss and has become a safety concern to the neighbors. Efforts have been made by the City's Fire Marshal and Planning and Codes Department to contact Ms. Stacey Stevens, the property owner, to have a fence erected around the structure. However, there has been no response from the responsible party. During the fire, and several days after, the home experienced wall and floor collapses. A home with the extent of damage shown in the photos is extremely unstable. Walls could collapse without warning. The City would like to continue to protect its citizens by having a fence placed around the structure in order to keep the site secure. Having been unsuccessful in having the homeowners secure their residence, staff requested the Brentwood Board of Construction Appeals take action to issue a complaint to all interested parties of the property and to schedule a hearing as to whether the structure is unsafe for human occupancy. Staff's request at the hearing was for the Board of Construction Appeals to deem the structure unsafe and to order the perimeter of the property be secured as soon as possible. In addition to fencing/securing the property, staff requested eventual demolition and removal of the structural remains.

Staff recommended that the Brentwood Board of Construction Appeals make a preliminary determination that it appears that that the structural remains at 7 Medalist Court may be unfit and unsafe for human occupancy, and that it issue a complaint to all parties who have an interest in the property. Staff further recommended that the complaint set a hearing date for a final determination as to whether the structure is unfit for human occupancy.

Mr. Vines moved to make a preliminary determination that the structural remains at 7 Medalist Court is unfit and unsafe for human occupancy and issue a complaint to all parties who have an interest in the property and direct staff to recommend a hearing date for a final determination as to whether the structure is unfit for human occupancy.

Mr. Craver seconded; approval was unanimous.

Being no further business, the meeting adjourned at 5:42 p.m.

Approved _____

Holly Earls
Holly Earls, City Recorder

MINUTES OF BRENTWOOD BOARD OF CONSTRUCTION APPEALS

The Brentwood Board of Construction Appeals met on Monday, March 25, 2019 at 5:30 p.m. at the Brentwood City Hall.

Present were Chairman Michael Vines, Vice Chairman Christian Noble, Todd Craver, Dan Jordan, and David Flow. Staff members present were Tim Harrington, Jeff Dobson, Kristen Corn and Holly Earls. Mr. Vines led the Pledge of Allegiance.

City Recorder Holly Earls administered the Oath of Office for new Board of Construction Appeals member, David Flow.

Mr. Craver moved for approval of the minutes from the February 4, 2019 meeting as written; seconded by Mr. Jordan. Approval was unanimous.

New Business

Item 1: BBCA 1901-002 – FINAL DETERMINATION THAT THE STRUCTURAL REMAINS LOCATED AT 7 MEDALIST COURT IN THE GOVERNORS CLUB SUBDIVISION IS UNFIT FOR HUMAN OCCUPANCY OR USE, ZONING OSRD

On August 12, 2018, the residence located at 7 Medalist Court, within the Governors Club Subdivision was involved in a structure fire. The home was a total loss and has become a safety concern to the neighbors. Efforts have been made by the City's Fire Marshal and Planning and Codes Department to contact Ms. Stacey Stevens, the property owner, to have a fence erected around the structure. However, there has been no response from the responsible party.

On February 4, 2019, members of the Board of Building Construction Appeals made a preliminary determination that the structure was unfit and unsafe for human occupancy. The Brentwood Board of Construction Appeals also directed staff to issue a formal complaint to all parties who have an interest in the property.

The Board was asked to make a final determination that the structure is unfit and unsafe for human occupancy. Special General Adjuster Steve Halanski with Farmers Insurance has confirmed the home is a total loss and uninhabitable.

The owners had the right to answer the complaint and to appear at the hearing and give testimony.

If the actions ordered by the Board are not carried out within the established time, the City may carry out the actions and bill the owners for the costs. If the costs are not paid, a lien may be placed on the property.

Staff recommended that the Brentwood Board of Construction Appeals issue a final order that the structural remains located at 7 Medalist Court are unfit and unsafe for human occupancy and are dangerous or injurious to the health and safety of neighboring structures, or other residents of the city, increasing the hazards of accident, or other calamities at the site. Staff further recommends the Board issue an order for the structure be demolished and property secured within a specified period of time of 60-days, or on or before May 25, 2019.

Mr. Vines directed that all exhibits presented shall be made Collective Exhibit No. 1.

Citizen Comments

Sam Morris, Bank of America

Mr. Vines moved that pursuant to Section 14-5 of the Brentwood Municipal Code, I move that it be the

Board's finding that this structure is unfit for human occupation or use due to the structure's dilapidation, disrepair, structural defects and uncleanliness. Mr. Noble seconded; approval was unanimous.

Mr. Craver moved that an order for the structure to be demolished and the property secured within sixty (60) days or on or before May 25, 2019. Mr. Flow seconded; approval was unanimous.

Mr. Vines moved that it be the Board's finding that the cost of rendering this structure fit for human occupation or use would exceed 50% of its value, and that the owner(s) shall therefore be ordered to remove or demolish the structure and remove all associated debris in accordance with the deadlines proposed by the City's staff. Mr. Craver seconded; approval was unanimous.

Mr. Vines directed that the staff prepare a written order which states the Board's findings and conclusions and that the order be served upon all owners and parties in interest.

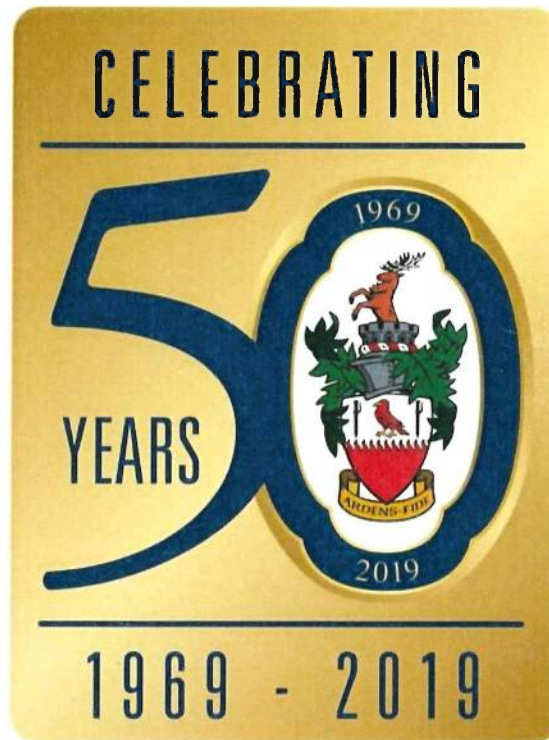
Being no further business, the meeting adjourned at 5:46 p.m.

Approved _____

Holly Earls

Holly Earls, City Recorder

CITY OF BRENTWOOD



INVITATION TO BID

Sealed bids will be received by the City of Brentwood, 5211 Maryland Way, P.O. Box 788, Brentwood, Tennessee 37024-0788 until 10:00 a.m. Central Time, on Friday, April 19, 2019, for the potential demolition, removal, and disposal of structural remains as specified in this document. Bids must be clearly marked "Demolition and Disposal Bid" on the outside of a sealed envelope, and either mailed or hand delivered to the address above. Faxed, emailed, or other electronically transmitted bids will not be accepted. Request for bids documents are on file and may be obtained at the City of Brentwood, Brentwood Municipal Center, 5211 Maryland Way, Brentwood, Tennessee or downloaded at www.brentwoodtn.gov.

Questions regarding the Demolition and Disposal Bid must be emailed to Tim Harrington at tim.harrington@brentwoodtn.gov no later than April 12, 2019 at 10:00 AM.

The City of Brentwood reserves the right to reject any and/or all bids, to waive any informality in the award of the bid, and to accept any bid which, in its opinion, may be for the best interest of the City.

Williamson AM: March 24 2019

INTENT OF SPECIFICATIONS

The City of Brentwood is seeking competitive bids for the possible demolition of the residential structural remains located at 7 Medalist Court, Brentwood, Tennessee. The remains must be torn down and all debris removed from the site and disposed of in a properly permitted landfill. Demolition permits will be issued by the City at no cost. All foundations, driveways/sidewalks other than the curb adjacent to the street will be removed and disposed of properly. All disturbed areas will be graded and seed and straw applied once the debris is removed from the site. All bids must be received no later than 10:00 AM, April 19, 2019, at which time they will be publicly opened. Any questions should be directed to Tim Harrington, Building Official, by email at tim.harrington@brentwoodtn.gov, no later than April 12, 2019 at 10:00 AM.

Contents of this bid package include:

1. Scope of Work and Requirements
2. Bid Submittal Requirements
3. Bid form
4. Iran Divestment Act Certification (Exhibit A)
5. Affidavit of Non-Collusion (Exhibit B)
6. Sample Contract (Exhibit C)

SCOPE OF WORK AND REQUIREMENTS

OPTION #1: Complete demolition of structure and grading of property back to natural contour of site
Detailed Requirements: All values specified below shall be considered as minimums, unless otherwise specified. The associated contract of work shall include the following provisions:

1. Contractor must complete work within 30 days of the contract award.
2. Contractor must demolish the entire structure including foundations, retaining walls, driveways, sidewalks, concrete steps and basement slabs;
3. Contractor must remove of all demolition debris and structural contents with minimal visible dust emissions;
4. Contractor must disconnect any remaining utilities, which may include electric and natural gas connections;
5. Site must be graded to the natural contour of the lot and adjacent properties;
6. Additional fill may be required to be hauled on-site in order to achieve natural contour;
7. Contractor shall provide a safety six-foot tall chain link fence around the perimeter of the property AFTER completion of demolition, removal of construction debris, final grading, seed and straw;
8. The selected contractor shall be responsible for obtaining and maintaining the required fencing for a 12-month period;
9. Prior to commencement of work, the workers shall be instructed, and shall be knowledgeable of work place hazards and the scope of work as described herein.
10. Proper Personnel Protective Equipment (PPE) should be worn at all times during work activities. Workers shall be provided with personally marked and issued protective clothing and respirators as approved by NIOSH and OSHA standards.
11. Disposal must occur at an authorized site in accordance with regulatory requirements for waste applicable to State of Tennessee and Local guidelines and regulations.
12. Non-contractor employed visitors shall not be permitted on the job site during the contract period.

OPTION #2: Demolition and removal of construction debris excluding the removal of footings, foundation walls, retaining walls, driveways, sidewalks, concrete steps and basement slabs

Detailed Requirements: All values specified below shall be considered as minimums, unless otherwise specified. The associated contract of work shall include the following provisions:

1. Contractor must complete work within 30-days of the contract award;
2. Contractor must demolish and remove all construction debris excluding intact concrete footings, foundations, retaining walls, slabs, sidewalks, concrete steps and driveways which is to remain and not be damaged to the greatest extent possible;
3. Contractor must remove of all demolition debris and structural contents with minimal visible dust emissions;
4. Contractor must disconnect any remaining utilities, which may include electric and natural gas connections;
5. Site must be graded to the natural contour of the lot and adjacent properties to the remaining foundation walls;
6. Contractor shall provide a safety six-foot tall chain link fence around the perimeter of the property AFTER completion of demolition, removal of construction debris, final grading, seed and straw;
7. The selected contractor shall be responsible for obtaining and maintaining the required fencing for a 12-month period;
8. Prior to commencement of work, the workers shall be instructed, and shall be knowledgeable of work place hazards and the scope of work as described herein.
9. Proper Personnel Protective Equipment (PPE) should be worn at all times during work activities. Workers shall be provided with personally marked and issued protective clothing and respirators as approved by NIOSH and OSHA standards.
10. Disposal must occur at an authorized site in accordance with regulatory requirements for waste applicable to State of Tennessee and Local guidelines and regulations.
11. Non-contractor employed visitors shall not be permitted on the job site during the contract period.

B. Mandatory Pre-Bid Site Inspection: Bidders shall contact Chief Building Official, Tim Harrington, to arrange a pre-bid inspection of the site by calling 371-2204.

A mandatory Pre-Bid meeting to view the subject property shall be conducted on **Friday April 5, 2019, beginning at 10:00 a.m., CDT**. All interested parties shall meet at the City of Brentwood, Safety Center East, located at 1300 Sunset Road. Contractors will be escorted in one group into the Governors Club to the subject property. Any questions will be received from the group and addressed by City staff to insure a complete understanding of the expectations for the project.

The City of Brentwood will accept the lowest responsible bid and reserves the right to accept or reject any or all bids.

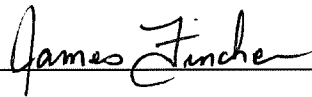
BID SUBMITTAL REQUIREMENTS

The following information/documents must be submitted for bidder's proposal to be considered by the City.

- A.** Proof of contractor's license. Bidder must be a licensed contractor authorized to perform demolition work within the State of Tennessee and proof of such must be furnished with bid.
- B.** Completed bid form.
- C.** Exceptions to bid documents and/or sample contract, if any.
- D.** Executed copy of Iran-Divestment Act Certification (Exhibit A).
- E.** Executed copy of Affidavit of Non-Collusion (Exhibit B).

BID FORM

<p>Bidder's name, street address, and mailing address:</p>	<p><u>Mac Constructors, LLC</u> <u>7216 Heley Industrial Dr</u> <u>Nolensville, TN 37135</u></p>
<p>Bidder's contact person's name (printed), title, telephone number and e-mail address:</p>	<p><u>James Fincher</u> <u>Manager</u> <u>James@macconstructors.com</u> <u>615.456.9365</u></p>
<p>Does the bidder take any exceptions to the City's invitation to bid, including the proposed contract?</p>	<p><input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.</p>
<p>Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?</p>	<p><input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.</p>
<p>Total quoted bid price for demolition and disposal for Option 1:</p>	<p><u>\$ 101,960⁰⁰</u></p>
<p>Total quoted bid price for demolition and disposal for Option 2:</p>	<p><u>\$ 72,210⁰⁰</u></p>
<p>Are the City's preferred payment terms (net 30 days from date of invoice) acceptable to bidder?</p>	<p><input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: ____.</p>
<p>Estimated time of completion:</p>	<p><u>30</u> days after execution of contract.</p>
<p>Last date (no sooner than June 19, 2019) that bid and associated pricing is valid and may be accepted by the City:</p>	<p><u>7-4-19</u></p>

<p>Are the following included with this Bid Submittal Form in the bid submittal?</p> <ul style="list-style-type: none"> • Proof of contractor's license; • Identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Iran Divestment Act Certification (Exhibit A); and • Affidavit of Non-Collusion (Exhibit B), executed in full. 	<p><input checked="" type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, bidder chooses not to include all of these documents.</p>
<p>Receipt acknowledged of any and all issued addenda to this solicitation:</p>	<p><input type="checkbox"/> Addendum No. _____ received.</p> <p><input type="checkbox"/> Addenda Nos. _____ received.</p> <p><input checked="" type="checkbox"/> No addenda received.</p>
<p>Signature of bidder's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.</p>	<p> _____ (signature)</p>
<p>Title of bidder's authorized representative:</p>	<p>_____ MANAGER</p>
<p>Date of signature:</p>	<p>_____ 4-18-19</p>



City of Brentwood Business Tax License

MAC CONSTRUCTORS, LLC
MAC CONSTRUCTORS LLC
7216 HALEY INDUSTRIAL RD
NOLENSVILLE, TN
37135

Date Issued: 04-10-2019
Business Tax Classification: 4
Tax Period: 01-01-2019 to 12-31-2019
Expiration: 05-15-2020
License Type: New/Renewal
License Number: 2020 58442
Local Tax Account #: 73961

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The certificate must be displayed publicly at the location for which it is issued.

To avoid penalty, interest and potential enforced collection action, business tax returns and payments must be remitted to the Tennessee Department of Revenue at least 30 days prior to the expiration date of this license. Further notification of expiration is not required by law—please note the expiration date above. Businesses ceasing operation must file a final business tax return and make full payment of business taxes due within 15 days of closure. (Not applicable to class 5 transient/special events/vendors.)

All tax returns and payments must be made to the Tennessee Department of Revenue. Electronic filing and payment is required for certain taxpayers and encouraged for all. Please visit www.TN.gov/Revenue for more information on business tax and filing requirements.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules, and regulations. Also, as required by Tenn. Code Ann. Section 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

City of Brentwood Business Tax License

This certificate must be publicly displayed

MAC CONSTRUCTORS, LLC
7216 HALEY INDUSTRIAL DR
NOLENSVILLE, TN
37135-9512



Date Issued: 04-10-2019
Business Tax Classification: 4
Tax Period: 01-01-2019 to 12-31-2019
Expiration: 05-15-2020
License Type: New/Renewal
License Number: 2020 58442
Local Tax Account #: 73961

State of Tennessee

34331711004773

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

MAC CONSTRUCTORS, LLC

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

ID NUMBER: 60875
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2020
AGLM \$3,000,000; BC-A ; BC-b(sm) \$1,500,000; HC-4 ; HRA-A ; MU-A



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

EXHIBIT A

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 to be posted on the website of the State of Tennessee. 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.

James Fincher
Signature

4.18.19
Date

JAMES FINCHER
Printed Name

MANAGER
Title

MAC CONSTRUCTORS LLC
Name of Firm/Company

EXHIBIT B

**Affidavit of Non-Collusion: a form required of Bidders and Proposers on purchases of supplies,
materials, equipment and services for the City of Brentwood, Tennessee**

State of TENNESSEE)
) SS

County of Williamson)

Affiant, JAMES FINCHER, deposes and makes oath that:

1. He or she is the MANAGER (title, if applicable) of MAC CONSTRUCTORS LLC, (legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

James Fincher
(signature of Affiant)

MANAGER
(title of Affiant)

Sworn and subscribed to before me this 18th day of April, 2019

My Commission Expires: July 21, 2020



None taken

Exhibit C – Sample Contract

CONTRACT FOR DEMOLITION OF RESIDENTIAL STRUCTURE

COB Contract No. 2019-__

THIS CONTRACT is hereby entered into this __ day of _____, 2019, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and _____, hereinafter called the "Contractor".

1. SCOPE AND COST OF THIS CONTRACT

The Contractor shall be responsible for demolition of the structural remains located at 7 Medalist Court, Brentwood, Tennessee, including all foundations and driveway improvements, in accordance and full compliance with the attached bid specifications and site demolition overview. The work to be done consists of furnishing all labor, materials, supplies, tools, plant and equipment necessary to perform all work and services described in this contract and the attachments hereto. Such work shall be performed at a cost of _____, as set forth in the Bid Form submitted by Contractor.

2. CONTRACT DOCUMENTS

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Bid Form submitted by Contractor, attached hereto as "Attachment A," and the bid specifications, attached hereto as "Attachment B".

3. CITY'S REPRESENTATIVE

Wherever in this Contract the term "City's Representative" is used, it shall mean the person designated by the City to represent the City in overseeing the completion of the work to be done under this Contract.

4. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by his examination, satisfied itself as to the nature and location of the work; the character, quality and quantity of the materials to be encountered; the character of equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

5. PERMITS

Permits necessary for the prosecution of the work shall be secured by the Contractor.

6. PROTECTION

Whenever the conditions, laws or ordinances require, the Contractor shall furnish and maintain, at its own expense and cost, necessary passageways, guard fences, barriers and lights, and such additional facilities and means of protection as may be required to provide safe conditions at all times.

7. CONSENT TO TRANSFER

The Contractor shall not assign or transfer this Contract or any part thereof without consent of the City, given in writing. Such consent does not release or relieve the Contractor from any of its obligations and liabilities under this Contract.

8. SITE SUPERVISION

The Contractor shall constantly supervise all the work embraced in this Contract in person or by a duly authorized representative acceptable to the City.

9. CORRECTIONS TO CONTRACT DOCUMENTS

The Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

10. INSPECTIONS

All work done by the Contractor shall be open to the inspection, acceptance and rejection of City's Representative at all times. The Contractor shall provide reasonable and necessary opportunities for inspection of the work.

11. DEFECTIVE WORK OR MATERIALS

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill this Contract as herein prescribed. Any defective work may be rejected and shall be made good, notwithstanding that such work has been previously overlooked by the City's Representative and accepted. If the work or any part thereof shall be found defective before the final acceptance of the work, the Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the City's Representative. If the Contractor shall fail to remedy such defective work after reasonable notice, the City's Representative may cause such defective work to be remedied by the City or other persons, and the expense thereof shall be deducted from the amount to be paid the Contractor.

12. INDEMNITY

The Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers and agents, from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by negligence or not, or in consequence of any negligence in guarding the same, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of any acts of omission of the Contractor, his servants or agents; and the Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

13. BOND REQUIREMENTS

Prior to commencing work under this Contract, the Contractor agrees to furnish a performance bond with good and sufficient surety or sureties acceptable to the City, conditioned upon the Contractor's full completion of the work pursuant to this Contract and any amendment or extension thereof. The bond may be in the form of (a) a surety bond, in a form acceptable to the City Attorney, provided by a surety or sureties with an "A-" or better rating according to A.M. Best Company, or (b) a letter of credit, in a form acceptable to the City Attorney, from a financial institution which maintains a local office within the City of Brentwood.

14. RISK

The Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes until acceptance by the City's Representative.

15. ORDER AND DISCIPLINE

The Contractor shall at all times enforce strict discipline and good order among its employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to it, or who the City's Representative may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the City's Representative and shall not again be employed on the work without the City's written consent.

16. CLEAN UP

On completion of the work, or any part thereof, all surplus material, temporary structures built by the Contractor, and/or debris resulting from demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. In accordance with the bid specifications, the site shall be graded to a level condition, and fescue-type grass cover shall be planted on all disturbed ground. No special payment will be made for the removal of debris, grading or other work necessary to the fulfillment of the Contractor's obligations, the cost and value of such being covered by the price set forth in Section 1 herein. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized.

17. AUTHORITY OF CITY'S REPRESENTATIVE

The City's Representative shall have the authority to reject or condemn all work or materials which do not conform to this Contract; to direct application of forces to any portion of the work which, in his judgment, requires it; and to decide questions which arise between the parties relative to the execution of the work.

18. SUSPENSION OF WORK

Should the City's Representative deem it necessary to suspend operations on the work due to severe weather conditions or other unforeseen conditions, he may notify the Contractor in writing to suspend operations on the entire project or any part thereof. The contractor shall on not less than ten days notice

again resume the work if ordered to do so by the City's Representative. Shall such a suspension be deemed necessary by the City, the Contractor shall have no claim for damage due to such suspension.

19. EXPEDITING WORK

(a) Correcting imperfections: If the City's Representative shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Representative shall have the power to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

(b) Annulment: In such case the City may give the Contractor 48 hours written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due the Contractor under this Contract; and may terminate the employment of the Contractor under this Contract and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to the Contractor, but if such cost exceeds such unpaid balance the Contractor shall receive no further payment.

(c) Performance bond: In addition to or in lieu of the above remedies, the City may pursue its rights under the performance bond required herein.

20. ACCEPTANCE

The work shall be inspected for acceptance by the City's Representative within five days upon receipt of notice by the Contractor that the work is ready for such inspection.

21. PAYMENT TO CONTRACTOR

Upon the completion of all work required hereunder and acceptance of the work by the City's Representative, the Contractor shall submit its invoice, along with all required receipts for disposal of materials and debris removed from the site. The invoice shall also be accompanied by satisfactory evidence that all liens, claims and demands of the Contractor's employees or other parties providing labor or material used in the work have been duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands. After authorization by the City's Representative, the City shall pay the Contractor the full amount due under this Contract.

22. INSURANCE

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the City Attorney and shall be subject to her approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

General Liability in an amount not less than \$1,000,000 per occurrence.

Automobile Liability in an amount not less than \$1,000,000 per occurrence.

Workers Compensation insurance as required by state law.

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies. The Contractor is advised that the City is not liable for the safety, security, or condition of the Contractor's equipment or materials.

23. TIME ALLOWED FOR COMPLETION

The Contractor shall be responsible to the City for the proper fulfillment of all terms this Contract. The Contractor shall complete the work according to the Contract Documents within 30 days of the date of this Contract, provided that the time allowed for completion shall be extended by any time the work is suspended by the City's Representative pursuant to Section 18 herein for reasons which are not the fault of the Contractor. The Contractor shall be assessed \$100.00 per day as liquidated damages for each day beyond the time allowed for completion that the work is incomplete, as determined by the City's Representative. Such liquidated damages may be deducted from the amount paid by the City to the Contractor for its work.

24. COMPLIANCE WITH THE LAW

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes and regulations.

25. ANTIDISCRIMINATION

The Contractor, in performing the work covered by this Contract, shall not discriminate against any person seeking employment with or by the Contractor because of race, creed, color or national origin.

26. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specify the effective date thereof. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the date first written above.

CITY:

CONTRACTOR:

CITY OF BRENTWOOD, TENNESSEE

By: _____
Jill Burgin, Mayor
Pursuant to Resolution 2019-__

By: _____
Printed Name: _____

Approved as to form and legality:

Title: _____

Kristen L. Corn, City Attorney

State of Tennessee

346337 1139000

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

MODERN DAY WRECKING

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

ID NUMBER: 48842
LIC STATUS: ACTIVE
EXPIRATION DATE: May 31, 2020
AGLM \$670,000.00; BC ; S-A



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Brokers Ltd. 95 North Research Dr Ste 100 Edwardsville, IL 62025 Steve McQuiggan	CONTACT NAME:	
	PHONE (A/C, No, Ext): 618-692-9800	FAX (A/C, No): 618-692-9865
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Modern Day Wrecking Co 2620 Walker Lane Nashville, TN 37207	INSURER A: Scottsdale Insurance Company	41297
	INSURER B: Technology Insurance Company	42376
	INSURER C: OneBeacon	34452
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER-SUBJECT <input type="checkbox"/> LOC	X	CPS2916173	09/08/2018	09/08/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE CED RETENTION \$	X	XBS0087863	09/08/2018	09/08/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	TARTN1017779-00	10/06/2018	10/06/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	POLLUTION LIAB ASBESTOS ABATE		793-00-86-73-0000	11/05/2018	11/05/2019	EA OCCUR 5,000,000 AGGREGATE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule. If more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Charles R. McQuiggan</i>

BID FORM

<p>Bidder's name, street address, and mailing address:</p>	<p><u>Modern Day Wrecking</u> <u>PO Box 70628</u> <u>Nashville, TN 37207</u></p>
<p>Bidder's contact person's name (printed), title, telephone number and e-mail address:</p>	<p><u>Douglas U. Williams</u> <u>Owner</u> <u>615-320-0770</u> <u>modernday@comcast.net</u></p>
<p>Does the bidder take any exceptions to the City's invitation to bid, including the proposed contract?</p>	<p><input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.</p>
<p>Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?</p>	<p><input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.</p>
<p>Total quoted bid price for demolition and disposal for Option 1:</p>	<p><u>\$ 123,290.⁰⁰</u></p>
<p>Total quoted bid price for demolition and disposal for Option 2:</p>	<p><u>\$ 62,590.⁰⁰</u></p>
<p>Are the City's preferred payment terms (net 30 days from date of invoice) acceptable to bidder?</p>	<p><input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: ____.</p>
<p>Estimated time of completion:</p>	<p><u>30</u> days after execution of contract.</p>
<p>Last date (no sooner than June 19, 2019) that bid and associated pricing is valid and may be accepted by the City:</p>	<p><u>6/30/2019</u></p>

<p>Are the following included with this Bid Submittal Form in the bid submittal?</p> <ul style="list-style-type: none"> • Proof of contractor's license; • Identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Iran Divestment Act Certification (Exhibit A); and • Affidavit of Non-Collusion (Exhibit B), executed in full. 	<p><input checked="" type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, bidder chooses not to include all of these documents.</p>
<p>Receipt acknowledged of any and all issued addenda to this solicitation:</p>	<p><input type="checkbox"/> Addendum No. _____ received.</p> <p><input type="checkbox"/> Addenda Nos. _____ received.</p> <p><input checked="" type="checkbox"/> No addenda received.</p>
<p>Signature of bidder's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.</p>	<p><u>Douglas H. Williams</u> (signature)</p>
<p>Title of bidder's authorized representative:</p>	<p><u>Owner</u></p>
<p>Date of signature:</p>	<p><u>4/19/2019</u></p>

EXHIBIT A

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 to be posted on the website of the State of Tennessee. 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.

Douglas U. Williams
Signature

4/19/2019
Date

Douglas U. Williams
Printed Name

owner
Title

Modern Day Wrecking
Name of Firm/Company

EXHIBIT B

Affidavit of Non-Collusion: a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Brentwood, Tennessee

State of Tennessee)

) SS

County of Davidson)

Affiant, Douglas A. Williams , deposes and makes oath that:

1. He or she is the Owner (title, if applicable) of Modern Day Wrecking (legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Douglas A. Williams

(signature of Affiant)

owner

(title of Affiant)

CITY OF BRENTWOOD



INVITATION TO BID

Sealed bids will be received by the City of Brentwood, 5211 Maryland Way, P.O. Box 788, Brentwood, Tennessee 37024-0788 until 10:00 a.m. Central Time, on Friday, April 19, 2019, for the potential demolition, removal, and disposal of structural remains as specified in this document. Bids must be clearly marked "Demolition and Disposal Bid" on the outside of a sealed envelope, and either mailed or hand delivered to the address above. Faxed, emailed, or other electronically transmitted bids will not be accepted. Request for bids documents are on file and may be obtained at the City of Brentwood, Brentwood Municipal Center, 5211 Maryland Way, Brentwood, Tennessee or downloaded at www.brentwoodtn.gov.

Questions regarding the Demolition and Disposal Bid must be emailed to Tim Harrington at tim.harrington@brentwoodtn.gov no later than April 12, 2019 at 10:00 AM.

The City of Brentwood reserves the right to reject any and/or all bids, to waive any informality in the award of the bid, and to accept any bid which, in its opinion, may be for the best interest of the City.

Williamson AM: March 24 2019

INTENT OF SPECIFICATIONS

The City of Brentwood is seeking competitive bids for the possible demolition of the residential structural remains located at 7 Medalist Court, Brentwood, Tennessee. The remains must be torn down and all debris removed from the site and disposed of in a properly permitted landfill. Demolition permits will be issued by the City at no cost. All foundations, driveways/sidewalks other than the curb adjacent to the street will be removed and disposed of properly. All disturbed areas will be graded and seed and straw applied once the debris is removed from the site. All bids must be received no later than 10:00 AM, April 19, 2019, at which time they will be publicly opened. Any questions should be directed to Tim Harrington, Building Official, by email at tim.harrington@brentwoodtn.gov, no later than April 12, 2019 at 10:00 AM.

Contents of this bid package include:

1. Scope of Work and Requirements
2. Bid Submittal Requirements
3. Bid form
4. Iran Divestment Act Certification (Exhibit A)
5. Affidavit of Non-Collusion (Exhibit B)
6. Sample Contract (Exhibit C)

SCOPE OF WORK AND REQUIREMENTS

OPTION #1: Complete demolition of structure and grading of property back to natural contour of site

Detailed Requirements: All values specified below shall be considered as minimums, unless otherwise specified. The associated contract of work shall include the following provisions:

1. Contractor must complete work within 30 days of the contract award.
2. Contractor must demolish the entire structure including foundations, retaining walls, driveways, sidewalks, concrete steps and basement slabs;
3. Contractor must remove of all demolition debris and structural contents with minimal visible dust emissions;
4. Contractor must disconnect any remaining utilities, which may include electric and natural gas connections;
5. Site must be graded to the natural contour of the lot and adjacent properties;
6. Additional fill may be required to be hauled on-site in order to achieve natural contour;
7. Contractor shall provide a safety six-foot tall chain link fence around the perimeter of the property AFTER completion of demolition, removal of construction debris, final grading, seed and straw;
8. The selected contractor shall be responsible for obtaining and maintaining the required fencing for a 12-month period;
9. Prior to commencement of work, the workers shall be instructed, and shall be knowledgeable of workplace hazards and the scope of work as described herein.
10. Proper Personnel Protective Equipment (PPE) should be worn at all times during work activities. Workers shall be provided with personally marked and issued protective clothing and respirators as approved by NIOSH and OSHA standards.
11. Disposal must occur at an authorized site in accordance with regulatory requirements for waste applicable to State of Tennessee and Local guidelines and regulations.
12. Non-contractor employed visitors shall not be permitted on the job site during the contract period.

OPTION #2: Demolition and removal of construction debris excluding the removal of footings, foundation walls, retaining walls, driveways, sidewalks, concrete steps and basement slabs

Detailed Requirements: All values specified below shall be considered as minimums, unless otherwise specified. The associated contract of work shall include the following provisions:

1. Contractor must complete work within 30-days of the contract award;
2. Contractor must demolish and remove all construction debris excluding intact concrete footings, foundations, retaining walls, slabs, sidewalks, concrete steps and driveways which is to remain and not be damaged to the greatest extent possible;
3. Contractor must remove of all demolition debris and structural contents with minimal visible dust emissions;
4. Contractor must disconnect any remaining utilities, which may include electric and natural gas connections;
5. Site must be graded to the natural contour of the lot and adjacent properties to the remaining foundation walls;
6. Contractor shall provide a safety six-foot tall chain link fence around the perimeter of the property AFTER completion of demolition, removal of construction debris, final grading, seed and straw;
7. The selected contractor shall be responsible for obtaining and maintaining the required fencing for a 12-month period;
8. Prior to commencement of work, the workers shall be instructed, and shall be knowledgeable of work place hazards and the scope of work as described herein.
9. Proper Personnel Protective Equipment (PPE) should be worn at all times during work activities. Workers shall be provided with personally marked and issued protective clothing and respirators as approved by NIOSH and OSHA standards.
10. Disposal must occur at an authorized site in accordance with regulatory requirements for waste applicable to State of Tennessee and Local guidelines and regulations.
11. Non-contractor employed visitors shall not be permitted on the job site during the contract period.

B. Mandatory Pre-Bid Site Inspection: Bidders shall contact Chief Building Official, Tim Harrington, to arrange a pre-bid inspection of the site by calling 371-2204.

A mandatory Pre-Bid meeting to view the subject property shall be conducted on **Friday April 5, 2019, beginning at 10:00 a.m., CDT.** All interested parties shall meet at the City of Brentwood, Safety Center East, located at 1300 Sunset Road. Contractors will be escorted in one group into the Governors Club to the subject property. Any questions will be received from the group and addressed by City staff to insure a complete understanding of the expectations for the project.

The City of Brentwood will accept the lowest responsible bid and reserves the right to accept or reject any or all bids.

BID SUBMITTAL REQUIREMENTS

The following information/documents must be submitted for bidder's proposal to be considered by the City.

- A.** Proof of contractor's license. Bidder must be a licensed contractor authorized to perform demolition work within the State of Tennessee and proof of such must be furnished with bid.
- B.** Completed bid form.
- C.** Exceptions to bid documents and/or sample contract, if any.
- D.** Executed copy of Iran-Divestment Act Certification (Exhibit A).
- E.** Executed copy of Affidavit of Non-Collusion (Exhibit B).

BID FORM

<p>Bidder's name, street address, and mailing address:</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Bidder's contact person's name (printed), title, telephone number and e-mail address:</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Does the bidder take any exceptions to the City's invitation to bid, including the proposed contract?</p>	<p><input type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, bidder takes no exceptions.</p>
<p>Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?</p>	<p><input type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, bidder takes no exceptions.</p>
<p>Total quoted bid price for demolition and disposal for Option 1:</p>	<p>\$ _____</p>
<p>Total quoted bid price for demolition and disposal for Option 2:</p>	<p>\$ _____</p>
<p>Are the City's preferred payment terms (net 30 days from date of invoice) acceptable to bidder?</p>	<p><input type="checkbox"/> Yes.</p> <p><input type="checkbox"/> No, bidder requests the following payment terms: ____.</p>
<p>Estimated time of completion:</p>	<p>_____ days after execution of contract.</p>
<p>Last date (no sooner than June 19, 2019) that bid and associated pricing is valid and may be accepted by the City:</p>	<p>_____</p>

<p>Are the following included with this Bid Submittal Form in the bid submittal?</p> <ul style="list-style-type: none"> • Proof of contractor’s license; • Identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Iran Divestment Act Certification (Exhibit A); and • Affidavit of Non-Collusion (Exhibit B), executed in full. 	<p><input type="checkbox"/> Yes, see enclosed.</p> <p><input type="checkbox"/> No, bidder chooses not to include all of these documents.</p>
<p>Receipt acknowledged of any and all issued addenda to this solicitation:</p>	<p><input type="checkbox"/> Addendum No. ____ received.</p> <p><input type="checkbox"/> Addenda Nos. ____ received.</p> <p><input type="checkbox"/> No addenda received.</p>
<p>Signature of bidder’s authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.</p>	<p>_____</p> <p>(signature)</p>
<p>Title of bidder’s authorized representative:</p>	<p>_____</p>
<p>Date of signature:</p>	<p>_____</p>

EXHIBIT A

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 to be posted on the website of the State of Tennessee. 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.

Signature

Date

Printed Name

Title

Name of Firm/Company

EXHIBIT B

Affidavit of Non-Collusion: a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Brentwood, Tennessee

State of _____)

) SS

County of _____)

Affiant, _____, deposes and makes oath that:

1. He or she is the _____ (title, if applicable) of _____, (legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_

_____ My Commission Expires: _____

Exhibit C – Sample Contract

CONTRACT FOR DEMOLITION OF RESIDENTIAL STRUCTURE

COB Contract No. 2019-__

THIS CONTRACT is hereby entered into this __ day of _____, 2019, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the “City” and _____, hereinafter called the “Contractor”.

1. SCOPE AND COST OF THIS CONTRACT

The Contractor shall be responsible for demolition of the structural remains located at 7 Medalist Court, Brentwood, Tennessee, including all foundations and driveway improvements, in accordance and full compliance with the attached bid specifications and site demolition overview. The work to be done consists of furnishing all labor, materials, supplies, tools, plant and equipment necessary to perform all work and services described in this contract and the attachments hereto. Such work shall be performed at a cost of _____, as set forth in the Bid Form submitted by Contractor.

2. CONTRACT DOCUMENTS

Wherever in this Contract the term “Contract Documents” is used, it shall refer to this Contract, the Bid Form submitted by Contractor, attached hereto as “Attachment A,” and the bid specifications, attached hereto as “Attachment B”.

3. CITY’S REPRESENTATIVE

Wherever in this Contract the term “City’s Representative” is used, it shall mean the person designated by the City to represent the City in overseeing the completion of the work to be done under this Contract.

4. CONTRACTOR’S UNDERSTANDING

It is understood and agreed that the Contractor has, by his examination, satisfied itself as to the nature and location of the work; the character, quality and quantity of the materials to be encountered; the character of equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

5. PERMITS

Permits necessary for the prosecution of the work shall be secured by the Contractor.

6. PROTECTION

Whenever the conditions, laws or ordinances require, the Contractor shall furnish and maintain, at its own expense and cost, necessary passageways, guard fences, barriers and lights, and such additional facilities and means of protection as may be required to provide safe conditions at all times.

7. CONSENT TO TRANSFER

The Contractor shall not assign or transfer this Contract or any part thereof without consent of the City, given in writing. Such consent does not release or relieve the Contractor from any of its obligations and liabilities under this Contract.

8. SITE SUPERVISION

The Contractor shall constantly supervise all the work embraced in this Contract in person or by a duly authorized representative acceptable to the City.

9. CORRECTIONS TO CONTRACT DOCUMENTS

The Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

10. INSPECTIONS

All work done by the Contractor shall be open to the inspection, acceptance and rejection of City's Representative at all times. The Contractor shall provide reasonable and necessary opportunities for inspection of the work.

11. DEFECTIVE WORK OR MATERIALS

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill this Contract as herein prescribed. Any defective work may be rejected and shall be made good, notwithstanding that such work has been previously overlooked by the City's Representative and accepted. If the work or any part thereof shall be found defective before the final acceptance of the work, the Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the City's Representative. If the Contractor shall fail to remedy such defective work after reasonable notice, the City's Representative may cause such defective work to be remedied by the City or other persons, and the expense thereof shall be deducted from the amount to be paid the Contractor.

12. INDEMNITY

The Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers and agents, from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by negligence or not, or in consequence of any negligence in guarding the same, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of any acts of omission of the Contractor, his servants or agents; and the Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

13. BOND REQUIREMENTS

Prior to commencing work under this Contract, the Contractor agrees to furnish a performance bond with good and sufficient surety or sureties acceptable to the City, conditioned upon the Contractor's full completion of the work pursuant to this Contract and any amendment or extension thereof. The bond may be in the form of (a) a surety bond, in a form acceptable to the City Attorney, provided by a surety or sureties with an "A-" or better rating according to A.M. Best Company, or (b) a letter of credit, in a form acceptable to the City Attorney, from a financial institution which maintains a local office within the City of Brentwood.

14. RISK

The Contractor shall take all responsibility for the work and shall bear all losses resulting to it on account of the amount and character of the work, or because the nature of the property in or upon which the work is done is different from what is assumed or what is expected, or on account of the weather, floods, or other causes until acceptance by the City's Representative.

15. ORDER AND DISCIPLINE

The Contractor shall at all times enforce strict discipline and good order among its employees, and any superintendent, foreman or other employee of the Contractor who shall appear to be incompetent, disorderly, or in any way disqualified or unfaithful to the work entrusted to it, or who the City's Representative may consider prejudicial to the prosecution of the work, shall be discharged immediately upon the request of the City's Representative and shall not again be employed on the work without the City's written consent.

16. CLEAN UP

On completion of the work, or any part thereof, all surplus material, temporary structures built by the Contractor, and/or debris resulting from demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. In accordance with the bid specifications, the site shall be graded to a level condition, and fescue-type grass cover shall be planted on all disturbed ground. No special payment will be made for the removal of debris, grading or other work necessary to the fulfillment of the Contractor's obligations, the cost and value of such being covered by the price set forth in Section 1 herein. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized.

17. AUTHORITY OF CITY'S REPRESENTATIVE

The City's Representative shall have the authority to reject or condemn all work or materials which do not conform to this Contract; to direct application of forces to any portion of the work which, in his judgment, requires it; and to decide questions which arise between the parties relative to the execution of the work.

18. SUSPENSION OF WORK

Should the City's Representative deem it necessary to suspend operations on the work due to severe weather conditions or other unforeseen conditions, he may notify the Contractor in writing to suspend operations on the entire project or any part thereof. The contractor shall on not less than ten days notice

again resume the work if ordered to do so by the City's Representative. Shall such a suspension be deemed necessary by the City, the Contractor shall have no claim for damage due to such suspension.

19. EXPEDITING WORK

(a) Correcting imperfections: If the City's Representative shall at any time be of the opinion that the Contractor is neglecting to remedy any imperfection in the work, or is not progressing with the work as fast as necessary to insure its completion within the time and as required by the Contract, or is otherwise violating any of the provisions of this Contract, said Representative shall have the power to notify the Contractor to remedy such imperfections and/or proceed more rapidly with said work, or otherwise comply with the provisions of this Contract.

(b) Annulment: In such case the City may give the Contractor 48 hours written notice, and at the end of that time, if the Contractor continues to neglect the work, the City may provide labor and materials and deduct the cost from any money due the Contractor under this Contract; and may terminate the employment of the Contractor under this Contract and take possession of the premises and of all materials, tools and appliances thereon, and employ such forces as may be necessary to finish the work. In such case the Contractor shall receive no further payment until the work shall be finished, when, if the unpaid balance that would be due under this Contract exceeds the cost to the City of finishing the work, such excess shall be paid to the Contractor, but if such cost exceeds such unpaid balance the Contractor shall receive no further payment.

(c) Performance bond: In addition to or in lieu of the above remedies, the City may pursue its rights under the performance bond required herein.

20. ACCEPTANCE

The work shall be inspected for acceptance by the City's Representative within five days upon receipt of notice by the Contractor that the work is ready for such inspection.

21. PAYMENT TO CONTRACTOR

Upon the completion of all work required hereunder and acceptance of the work by the City's Representative, the Contractor shall submit its invoice, along with all required receipts for disposal of materials and debris removed from the site. The invoice shall also be accompanied by satisfactory evidence that all liens, claims and demands of the Contractor's employees or other parties providing labor or material used in the work have been duly satisfied, and that the material furnished and the work done are fully released from all such liens, claims and demands. After authorization by the City's Representative, the City shall pay the Contractor the full amount due under this Contract.

22. INSURANCE

The Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage which may arise from operations under this Contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the City Attorney and shall be subject to her approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

General Liability in an amount not less than \$1,000,000 per occurrence.

Automobile Liability in an amount not less than \$1,000,000 per occurrence.

Workers Compensation insurance as required by state law.

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies. The Contractor is advised that the City is not liable for the safety, security, or condition of the Contractor's equipment or materials.

23. TIME ALLOWED FOR COMPLETION

The Contractor shall be responsible to the City for the proper fulfillment of all terms this Contract. The Contractor shall complete the work according to the Contract Documents within 30 days of the date of this Contract, provided that the time allowed for completion shall be extended by any time the work is suspended by the City's Representative pursuant to Section 18 herein for reasons which are not the fault of the Contractor. The Contractor shall be assessed \$100.00 per day as liquidated damages for each day beyond the time allowed for completion that the work is incomplete, as determined by the City's Representative. Such liquidated damages may be deducted from the amount paid by the City to the Contractor for its work.

24. COMPLIANCE WITH THE LAW

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes and regulations.

25. ANTIDISCRIMINATION

The Contractor, in performing the work covered by this Contract, shall not discriminate against any person seeking employment with or by the Contractor because of race, creed, color or national origin.

26. TERMINATION OF CONTRACT FOR CAUSE

If, though any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specify the effective date thereof. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the date first written above.

CITY:

CONTRACTOR:

CITY OF BRENTWOOD, TENNESSEE

By: _____

Jill Burgin, Mayor

Pursuant to Resolution 2019-__

By: _____

Printed Name: _____

Approved as to form and legality:

Title: _____

Kristen L. Corn, City Attorney

Brentwood City Commission Agenda

Meeting Date: 06/10/2019

Approval to Surplus One Fire & Rescue Department SUV at Auction

Submitted by: Brian Goss, Fire & Rescue

Department: Fire & Rescue

Information

Subject

Approval to Surplus One Fire & Rescue Department SUV at Auction

Background

The Fire & Rescue Department requests City Commission approval to dispose of one Chevrolet Tahoe SUV by auction utilizing Govdeals.com. This vehicle was used by the department for transporting personnel to training classes, conferences, deployments, and utilized by staff as needed when other vehicles were taken out of service for maintenance. Originally obtained from the Brentwood Police Department as a surplus vehicle, the Fire & Rescue Department used it for several more years. Its mileage is now in excess of 170,000 miles. While en route to a recent training class, the engine failed and it has been determined that the cost of repairs far exceeds the vehicle's value. The SUV is a 2009 model year.

All decals and emergency equipment have been or will be removed prior to sale. The condition of the vehicle will be clearly stated in the auction, along with the recommendation that it be towed or trailered from the property.

Please contact the Fire Chief with any questions.

Staff Recommendation

Staff recommends approval to surplus one Chevrolet Tahoe SUV to be sold on Govdeals.com.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

All proceeds from the auction will be deposited in the General Fund.

Attachments

Photo



Brentwood City Commission Agenda

Meeting Date: 06/10/2019

Ordinance 2019-05 - An Ordinance to Amend Ordinance 2018-07, the Budget Appropriations Ordinance for the 2018-2019 Fiscal Year

Submitted by: Richard Parker, Finance

Department: Finance

Information

Subject

Ordinance 2019-05 - An Ordinance to Amend Ordinance 2018-07, the Budget Appropriations Ordinance for the 2018-2019 Fiscal Year

Background

Ordinance 2019-05, if approved, will amend the current FY 2018-2019 Appropriations (Budget) Ordinance to formally authorize recommended adjustments to expenditures and operating transfers for the General Fund, Post Employment Benefits Fund, Equipment Replacement Fund, Capital Projects Fund, Drug Fund, and the Insurance Fund.

A budget amendment is legally required when the total actual expenditures for a fund are expected to exceed the original total appropriation for the fund. The reasons for these amendments are typically identified by staff during the course of the fiscal year and then the amendments are formally considered by the Board at the end of the fiscal year to ensure legal compliance. Often these amendments are needed to provide current year funding for capital projects and equipment that will be initiated or purchased in the new fiscal year beginning July 1. The amendment process requires staff to identify and certify that additional revenue sources in the current fiscal year are available to fund the new expenditures.

The recommended amendments are summarized below:

General Fund (110) Additional revenues of \$5,895,555 reflect positive revenue collections in the current year over original budgeted estimates.

Proposed expenditure amendments are as follows:

1. A special FY 2019 year-end appropriation transfer of \$5,360,000 from the General Fund to the Capital Projects Fund funded through projected excess revenue collections in the current fiscal year to pay for certain proposed FY 2020 and beyond capital projects and equipment. (See attachment A for projects list.)
2. A special FY 2019 year-end appropriation transfer of \$1,500,000 from the General

Fund unassigned fund balance to the Capital Projects Fund for the City's share of the project to expand the Williamson County Indoor Sports Complex to include a splash pad.

3. A special FY 2019 year-end transfer of \$190,000 from the General Fund to the Equipment Replacement Fund for the FY 2020 purchase of a chipper machine for the Public Works Department and new Police vehicles.
4. An appropriation increase of \$84,555 to the Fire and Rescue activity for incidentals and overtime paid to City of Brentwood firefighters that were deployed to South Carolina for mutual aid emergency service operations and support for Hurricane Florence. Funding is provided by FEMA reimbursement funds (\$84,555).
5. An appropriation increase in the Fire and Rescue activity of \$50,000 for accrued terminal leave payments in FY 2019 for the retirement of several 30+ year employees. There will be a companion transfer from the Post Employment Benefits Fund to cover this cost.
6. An appropriation increase in the Fire and Rescue activity of \$138,000 for overtime expenses associated with back-filling the positions that were deployed for Hurricane Florence (not eligible for FEMA reimbursement), as well as replacement personnel for firefighters on temporary medical leave.
7. An appropriation increase in the Police activity of \$73,000 for additional expense associated with the purchase of handheld electronic citation devices and the addition of a detective (partial year).

The proposed total General Fund appropriation increase of \$5,895,555 from current year revenues and \$1.5 million from the fund balance transfer will leave a minimum projected General Fund unassigned fund balance as of June 30, 2019 of \$36.4 million. The fund balance will exceed the stated budget policy objective of maintaining a minimum of 40% in reserves for future needs and emergencies. Please note it is likely that the final unassigned fund balance will be higher because the exact amount will not be known until August 1, 2019 when the Hall Income Tax proceeds for FY 2019 are received from the State of Tennessee.

Post Employment Benefits Fund (127)

Increasing the appropriation for this fund by \$50,000 for the transfer to the General Fund for reimbursement of accrued terminal leave payments for the Fire and Rescue activity in FY 2019 as referenced above.

Equipment Replacement Fund (310)

Additional revenue of \$190,000 reflects the special year-end appropriation transfer from the General Fund as referenced above.

Capital Projects Fund (311)

Additional revenue of \$6,860,000 reflects the special year-end appropriation transfers from the General Fund as referenced above.

Increasing the appropriation of this fund by \$1,500,000 for the City's payment to Williamson County for the ISC expansion as referenced above.

Drug Fund (126)

Additional revenue of \$5,000 reflects increased funds collected from drug related fines.

Increasing the appropriation of this fund by \$5,000 due to costs associated with outfitting a new DARE vehicle.

Insurance Fund (320)

Additional revenue of \$107,035 reflects stop loss (reinsurance) amounts received for payments of individual medical claims above the stop loss base amount. Note that additional stop loss payments may be received for claims incurred prior to June 30, 2019.

Increasing the appropriation of this fund by the same \$107,035 for incremental medical claims that could occur before June 30, 2019..

Summary

The recommended budget appropriations amendments are primarily bookkeeping in nature to meet the legal requirements for compliance with annual budget appropriations. Whenever possible, budget amendments for the current fiscal year should be carried out before the end of the fiscal year and prior to the beginning of the independent audit for FY 2019.

Should the City Commission have any questions concerning this information, please contact the Finance Director or City Treasurer.

Staff Recommendation

Staff recommends approval of this ordinance on first reading.

Previous Commission Action

The original Fiscal Year 2018-2019 Budget Appropriation Ordinance (Ordinance 2018-07) was approved by the City Commission on second and final reading at the June 25, 2018 meeting.

Attachments

Ordinance
Project List

ORDINANCE 2019-05

**AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AMEND
ORDINANCE 2018-07, SAME BEING THE BUDGET APPROPRIATION ORDINANCE
FOR THE 2018-2019 FISCAL YEAR**

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

SECTION 1. That Ordinance 2018-07, same being the budget appropriation ordinance for the 2018-2019 fiscal year, be and the same is hereby amended by adding (subtracting) the amounts specified herein to certain revenue and expenditure appropriations as follows:

GENERAL FUND (110)

Revenues and Other Sources:

Local Sales Tax (31300)	+\$2,800,000
Real/Personal Property Tax (31100)	+\$205,000
State Shared Sales Tax (33510)	+\$400,000
Business Taxes (31600)	+\$450,000
Corporate Excise (33596)	+\$100,000
State Income Taxes (33520)	+\$1,106,000
Wholesale Liquor (31450)	+\$150,000
Interest Earnings (36100)	+\$550,000
FEMA Reimbursement (33200)	+\$84,555
Post Employment Benefits (37855)	+\$50,000

Total Change in Revenues +\$5,895,555

Expenditures and Other Uses:

Transfer to Capital Projects Fund (for FY 2020 Projects)	+\$5,360,000
Fund Balance Transfer to Capital Projects Fund (Williamson Co. ISC)	+\$1,500,000
Transfer to Equipment Replacement Fund for FY 2020 Equipment	+\$190,000
Fire and Rescue Activity	+\$272,555
Police Activity	+\$73,000

Total Change in Expenditures +\$7,395,555

POST EMPLOYMENT BENEFITS FUND (127)

Expenditures and Other Uses:	
Transfer to General Fund	<u>+\$50,000</u>
Total Change in Expenditures	<u><u>+\$50,000</u></u>

EQUIPMENT REPLACEMENT FUND (310)

Revenues and Other Sources:	
Transfer from General Fund (FY2020 Equipment)	<u>+\$190,000</u>
Total Change in Revenues	<u><u>+\$190,000</u></u>

CAPITAL PROJECTS FUND (311)

Revenues and Other Sources:	
Transfer from General Fund	+\$5,360,000
Transfer from General Fund	<u>+\$1,500,000</u>
Total Change in Revenues	<u><u>+\$6,860,000</u></u>
Expenditures and Other Uses:	
Williamson Co. (ISC)	+\$1,500,000
Total Change in Expenditures	<u><u>+\$1,500,000</u></u>

DRUG FUND (126)

Revenues and Other Sources	
Drug Related Fines	+\$5,000
Total Change in Revenue	<u><u>+\$5,000</u></u>
Expenditures and Other Uses:	
DARE Vehicle	+\$5,000
Total Change in Expenditures	<u><u>+\$5,000</u></u>

INSURANCE FUND (320)

Revenues and Other Sources	
Stop Loss Payments	+\$107,035
Total Change in Revenue	<u>+\$107,035</u>
Expenditures and Other Uses:	
Medical Claims	+\$107,035
Total Change in Expenditures	<u>+\$107,035</u>

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.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____ n/a _____
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	_____ n/a _____
PUBLIC HEARING			Date of publication:	_____ _____
Notice published in:		_____ n/a _____		
Date of publication:		_____ _____		
Date of hearing:		_____ _____	EFFECTIVE DATE	_____ _____

MAYOR

RECORDER Holly Earls

Approved as to form:

CITY ATTORNEY Kristin Corn

June 25, 2019

Pursuant to T.C.A. Section 6-22-124(c), I hereby certify that sufficient unappropriated revenue will be available to the increased appropriations proposed under Ordinance 2019-05.

Kirk Bednar, City Manager

Special Funded - FY 20 CIP Projects

Proposed FY 2019 General Fund Transfer

Attachment A

	FY 2019 Year-End Transfer to Capital Projects Fund (\$5.36 million)	FY 2019 Unassigned General Fund Balance transfer to CP Fund	FY 2019 Year- End Transfer to Equipment Repl. Fund
General Facilities			
Public Works Chipper			45,000
Police Headquarters	3,500,000		
Fire Stations	85,000		
Vehicles - New Police Positions			145,000
Engine 53 refurbishment	40,000		
Technology			
Codes online plans/permits software	125,000		
Public Safety Rocket Replacement	75,000		
Security Enhancements	300,000		
Transportation			
ADA Compliance Plan Projects	100,000		
Traffic Signals/Equipment	275,000		
Sunset Phase 2 to Concord	450,000		
Maryland Farms Greenway Trail	150,000		
Other Trails and Sidewalks (school connections)	150,000		
Wildwood Bridge	95,000		
Parks			
Williamson County ISC (splash pad)		1,500,000	
Unassigned Future CIP Projects	15,000		
Totals	\$ 5,360,000	\$ 1,500,000	\$ 190,000

Brentwood City Commission Agenda

Meeting Date: 06/10/2019

Appointment of Two (2) Members to the Library Board

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of Two (2) Members to the Library Board

Background

At the Monday, June 10, 2019 meeting, the Board of Commissioners will appoint two (2) members to the Library Board. The appointees will serve three (3) year terms expiring June 30, 2022. Applicants must be residents of the City of Brentwood.

Notice of the appointments and process/deadlines for applications were published in the Tennessean's Williamson section, posted on the City's web page, and on the Brentwood City Government Cable Channel - BTV.

The interested persons are:

1. Natasha Green
2. Dottie Grief (incumbent)
3. Sarah Johnson (incumbent)

Their 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: Tuesday, March 5, 2019 3:19:11 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: 03/05/2019 3:19 PM
Response #: 125
Submitter ID: 13101
IP address: 172.24.96.111
Time to complete: 23 min. , 35 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:

Library Board

What is your name?

Natasha Green

Spouse's name (if applicable)?

Kenneth Green

Address:

1045 Weston Ct

Phone Number:

6152947553

Email address:

jaylenomar@yahoo.com

Employment Status:

(O) Employed

Current Employer or Former Employer if Retired

State of Tennessee

Job Title

IT Software Developer

Spouse's Current Employer or Former Employer if Retired:

Citizen's One

Spouse's Job Title:

Mortgage Broker

How many years have you lived in Brentwood?

2

Please provide a detailed description of your community involvement below:

Davidson County Foster Care Review Board
Williamson County Foster Care Review Board
Lansdowne Home Owner Association Executive Board as Secretary
Active member of the Williamson County Democratic Party
Active member of the 12th Man Club (Brentwood High School)
Active volunteer for Habitat for Humanity Williamson-Maury

Please provide a brief summary of why you would like to serve on this board:

I have a strong passion for our library and care deeply about the very purpose of this organization. Public libraries are more than just books. They offer free educational resources to everyone, safe refuge for the homeless and underserved population and help connect our community by inspiring and educating patrons about arts, music and literature using many technological options.

I will make the time to attend regular meetings and serve on or take charge of at least one committee or project.

I will help ensure the board represents a high-level governance, for legal, financial, and business issues. Ensure that the organization is successful, not just from an operational perspective, but from administrative and regulatory perspectives as well.

I will be aware of signs of trouble and actively monitor the organization so that we can stay ahead of problems instead of always being in a reactive "crisis mode."

Ultimately, my goal is to work toward building positive relationships and inspire others to work together in way respectful and productive environment.

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. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. 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: Monday, April 29, 2019 1:28:58 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: 04/29/2019 1:28 PM
Response #: 128
Submitter ID: 13572
IP address: 172.24.96.111
Time to complete: 29 min. , 5 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:

Library Board

What is your name?

Dottie W. Grief

Spouse's name (if applicable)?

Milton

Address:

6334 Shadow Ridge Court

Phone Number:

615 390 6590

Email address:

dottiewgrief@comcast.net

Employment Status:

(O) Retired

Current Employer or Former Employer if Retired

Link, Jones, Rogers - Attorneys at Law

Job Title

Attorney

Spouse's Current Employer or Former Employer if Retired:

American Fabricators, Inc.

Spouse's Job Title:

Retired - CEO and President

How many years have you lived in Brentwood?

38 Years

Please provide a detailed description of your community involvement below:

Currently serve as Chair of the John P. Holt Library Board; Lifetime Member of Friends of the Brentwood Library; serve on two Committees at Holy Family Catholic Church;
Past community involvement: Brentwood Police Academy Alumni; Tn Prison for Women- Better Decisions; President, Highlands of Belle Rive Home Owners Association; Leadership Brentwood Alumni and Leadership Alumni President; President, BLISS Investment Club; Brentwood Library Foundation Member

Please provide a brief summary of why you would like to serve on this board:

Library Board service has exponentially increased my awareness of the value of our Library to the Brentwood Community. Serving as Chair of the Board for two plus years has provided a gratifying opportunity to hopefully demonstrate and provide leadership not only to our library board, but to the library as a whole. Reappointment to the Board would allow me to continue work with the Library Staff and our City Commission to further increase the Library's value to the community. This is especially pertinent now with the Holt Bequest funds availability to our Library. I ask for another term to continue this important work.

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:

My husband, Milton, served on the Planning Commission for 22 years, 15 as Chair.

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. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. 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: Monday, October 15, 2018 5:34:46 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: 10/15/2018 5:34 PM
Response #: 110
Submitter ID: 9854
IP address: 172.24.96.111
Time to complete: 19 min. , 58 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:

Library Board

What is your name?

Sarah Johnson

Spouse's name (if applicable)?

NA

Address:

1212 Lipscomb Drive Brentwood TN 37027

Home Phone:

615-424-7231

Business Phone:

615-921-1589

Fax Number:

Not answered

Email address:

sej100974@yahoo.com

Employer

Republic Bank and Trust

Occupation:

SVP/SR Private Banking Officer

Spouse Employer:

Not answered

Spouse Occupation:

Not answered

How long have you lived in Brentwood:

3 yrs

Community Involvement:

Current Assistant Treasurer of the John P Holt Brentwood Library Board (Completing a former board member's term)

Member of the Friends of the Brentwood Library

Graduate of 2004 Leadership Brentwood

Former Chair and Board Member of Leadership Brentwood Alumni Association Board

Current Member of Leadership Brentwood Alumni Association

Former Chair and Board Member of Youth Leadership Brentwood

Graduate of Citizen's Police Academy

Graduate of Citizens Fire Academy

Board Member of YMCA- Brentwood Family YMCA on Concord Rd

Completed Rape Agression Defense Class in 2018

President Elect - Brentwood Noon Rotary Club - member since 2006

Member of Brentwood Baptist Church since 2003

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

I have had the privilege of serving as the Assistant Treasurer of the Brentwood library board the past two years and I have learned so much. I would like to continue the work we have started in regards to assisting the staff when needed, promoting all the good things our library does to support the community as well as future planning for the growth of the library as it is ever evolving to meet the needs of our Brentwood citizens and stakeholders. I have enjoyed working on patron suggestions for additions to the collection, policies and procedures as well as assisting with the policy guidelines for the Holt bequest that we submitted to the City Commission for approval. I would like to continue in my position so that I can aid the library and the City in whatever direction they determine is the best path for the funds. I am excited about the survey we are currently working on and I can't wait to see what our citizens and stakeholders come up with as potential ways to enhance our beautiful library.

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.

Brentwood City Commission Agenda

Meeting Date: 06/10/2019

Notice of Future Appointment of One (1) Member to the Board of Zoning Appeals (For Information Only)

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Notice of Future Appointment of One (1) Member to the Board of Zoning Appeals (For Information Only)

Background

At the July 22, 2019 meeting, the Board of Commissioners will appoint one (1) member to the Board of Zoning Appeals (BZA). The appointee will serve the unexpired term of Alex Noble ending on March 31, 2021.

Applicants must be residents of the City of Brentwood.

Applications must be submitted by June 28, 2019 to the City Recorder at Brentwood City Hall, 5211 Maryland Way, or by mail to P. O. Box 788, Brentwood, TN 37024-0788, or by an online submittal through the City's website (www.brentwoodtn.gov).

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

Staff Recommendation

n/a

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 06/10/2019

Notice of Future Appointment of one (1) member to the Tree Board (for information only)

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Notice of future appointment of one (1) member to the Tree Board (for information only)

Background

At the July 22, 2019 meeting, the City Commission is scheduled to appoint one (1) member to the Tree Board. The appointee will serve the unexpired term of Kathy MacLachlan ending on February 28, 2021.

Applicants must be residents of the City of Brentwood.

Applications must be submitted by June 28, 2019 to the City Recorder at Brentwood City Hall, 5211 Maryland Way, or by mail to P. O. Box 788, Brentwood, TN 37024-0788, or by an online submittal through the City's website (www.brentwoodtn.gov).

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

Staff Recommendation

n/a

Fiscal Impact

Attachments

No file(s) attached.
