



**Agenda for the Regular Meeting of Board of Commissioners  
Monday, October 14, 2019 - 7:00 pm  
Brentwood City Hall**

Call to Order by Mayor  
Roll Call  
Invocation by Vice Mayor Travis  
Pledge of Allegiance to the Flag by Commissioner Andrews  
Friends of the Library Proclamation  
Friends of the Library Week Proclamation  
Oath of Office for Police Officer - Holly Lemming

**Approval or Correction of Minutes**

September 23, 2019

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

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

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

**Consent Agenda**

1. Resolution 2019-90 - A RESOLUTION AUTHORIZING AN EASEMENT AND AGREEMENT WITH MALLORY VALLEY UTILITY DISTRICT FOR CONSTRUCTION OF MALLORY VALLEY METERING STATION, for adoption

2. Resolution 2019-91 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH DATA BLUE, LLC FOR PHONE SYSTEM UPGRADE SERVICES, for adoption
3. Resolution 2019-92 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH IWORQ FOR MUNICIPAL WORK ORDER MANAGEMENT SOFTWARE SYSTEM, for adoption
4. Resolution 2019-93 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH KIMLEY-HORN FOR GRANNY WHITE PIKE BIKE LANE TRAFFIC ANALYSIS, for adoption
5. Approval to purchase hydraulic rescue tools
6. Approval to purchase twelve Stalker Dual Pro radar units for the Police Department
7. Approval to purchase twelve Panasonic Arbitrator camera systems for the Police Department
8. Approval to purchase eleven light bar packages for the Police Department
9. Approval to purchase active directory upgrade from Presidio

### **Old Business**

1. Appointment of one (1) member to the Historic Commission
2. Other old business

### **New Business**

1. Ordinance 2019-09 - AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 56, ARTICLE II, DIVISIONS 2 THROUGH 6 REGARDING REGULATIONS GOVERNING FLOOD PREVENTION, for consideration on first reading
2. Resolution 2019-94 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE PARENT COMPANY TO ESTABLISH GUARANTEED MAXIMUM PRICE FOR PHASE 2 WORK FOR THE POLICE DEPARTMENT HEADQUARTERS FACILITY, for adoption
3. Other new business

A handwritten signature in black ink, appearing to read "Kirk Bednar", with a stylized, flowing script.

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:** 10/14/2019

Approval or correction of minutes from Regular Scheduled Commission meeting

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Approval or correction of minutes from the September 23, 2019 meeting

#### **Background**

#### **Staff Recommendation**

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### **Fiscal Impact**

### **Attachments**

Draft Minutes

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# DRAFT

## MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

### BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, September 23, 2019 at 7:00 pm at Brentwood City Hall.

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

Absent: Mayor Rhea Little

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

Present: Corn; City Recorder Holly Earls

Commissioner Smithson led the Invocation. The Pledge of Allegiance was led by Vice Mayor Travis. Vice Mayor Travis presented the Fire Prevention Week Proclamation.

### **Approval or Correction of Minutes**

September 9, 2019

Moved by Commissioner Nelson Andrews for approval of the minutes as written, seconded by Commissioner Susannah Macmillan

**Vote:** 6 - 0 Approved - Unanimously

### **Consent Agenda**

Resolution 2019-89 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE TRADITIONS SUBDIVISION, for adoption

Approval to purchase two-way radios for the Parks Department

Moved by Commissioner Mark Gorman for approval of the items on the Consent Agenda, seconded by Commissioner Susannah Macmillan

**Vote:** 6 - 0 Approved - Unanimously

### **Old Business**



Ordinance 2019-08 - AN ORDINANCE AMENDING CHAPTER 66 OF THE BRENTWOOD MUNICIPAL CODE RELATIVE TO DOCKLESS SMALL VEHICLE SYSTEMS, for consideration on second and final reading

Moved by Commissioner Regina Smithson for passage of Ordinance 2019-08, seconded by Commissioner Anne Dunn

**Vote:** 6 - 0 Approved - Unanimously

**New Business**

Appointment of one (1) member to the Historic Commission

Round #1 vote results were:

Gini Moonshower: Andrews, Dunn, Smithson

Allison Spears: Gorman, MacMillan, Travis

Round #2 vote results were:

Gini Moonshower: Andrews, Dunn, Smithson

Allison Spears: Gorman, MacMillan, Travis

Round #3 vote results were:

Gini Moonshower: Andrews, Dunn, Smithson

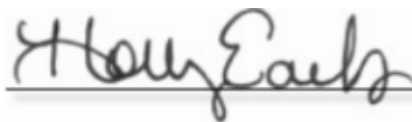
Allison Spears: Gorman, MacMillan, Travis

Commissioner Smithson made a motion to defer the appointment of one (1) member to the Historic Commission to the October 14, 2019 meeting. Commissioner Macmillan seconded; motion passed unanimously.

The report on the recent debt funding obligation (State Form CT-0253) was presented to the Board of Commissioners.

With no further business, the meeting adjourned at 7:35 pm.

APPROVED \_\_\_\_\_

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

Holly Earls, City Recorder

## **Brentwood City Commission Agenda**

**Meeting Date:** 10/14/2019

Resolution 2019-90 - Approval of Easement and Agreement with Mallory Valley Utility District for Construction of Mallory Valley Metering Station

**Submitted by:** Chris Milton, Water & Sewer

**Department:** Water & Sewer

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### **Information**

#### **Subject**

Resolution 2019-90 - Approval of Easement and Agreement with Mallory Valley Utility District for Construction of Mallory Valley Metering Station.

#### **Background**

As you know, various sections of the City of Brentwood have water service provided by independent utility districts, including Mallory Valley Utility District (MVUD) in the Moore's Lane area and Nolensville/College Grove Utility District (N/CGUD) in east Brentwood. In 2009, in an effort to secure an additional source of water, N/CGUD entered into an agreement with MVUD for the wholesale purchase of water. The point of connection between the two systems was proposed and constructed along Moore's Lane within the City's Primm Park, just east of the entrance to the Nashville Golf & Athletic Club. The project required the two utilities to acquire a permanent easement from the City of Brentwood at this location, which was granted.

The Mallory Valley Utility District recently approached the City requesting an additional easement to accommodate an expansion of the existing metering station and related facilities. The expanded metering station includes construction of a larger meter vault adjacent to the existing meter vault, miscellaneous piping and electrical panel and controls (see attached site map). Some clearing of trees and brush around the area is required, similar to what was cleared during the 2009 construction of the original metering site. Also, this work is outside of the stream mitigation area established by the City in 2016.

MVUD submitted preliminary plans and an easement document for review by City staff, and in the course of that review, staff noted that some of the MVUD facilities installed during the 2009 project, specifically a section of underground water line, appeared to be located outside of the easement boundary granted by the City at that time. Staff discussed this issue with MVUD staff and their engineer, and it was determined that the exact location of the underground facilities couldn't be determined immediately. Therefore MVUD has asked the City if the identification and subsequent correction of easement description can be finalized during construction once the area is excavated. This will

allow for a field location of the existing water line segment and allow appropriate changes to be made in a new easement agreement.

In the meantime, MVUD has provided the enclosed pre-construction agreement, which if approved by the Board, grants MVUD the requested permission to accommodate the construction associated with their proposed improvements project (allows them to move ahead with the work) in any areas that may be outside the easement that is also before the Board for its consideration. This permission is granted with the understanding that during the course of the work, MVUD shall identify any underground facilities that may be located outside of existing easement and make corrections to a final easement agreement, which would be approved by this Board prior to completion of construction or April 1, 2020.

Staff has reviewed the attached easement and agreement and is recommending approval. The revised updated easement agreement for this use will be brought before the Board prior to April 1, 2020. Attached for your reference is a site map showing MVUD's proposed facilities. Should you have any questions, please contact Chris Milton. Should you have any questions, please contact Chris Milton.

#### **Staff Recommendation**

Staff recommends approval.

#### **Previous Commission Action**

Resolution 2010-35, Approval of easement agreement with NCGUD for metering station.

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#### **Fiscal Impact**

**Amount :** N/A

**Source of Funds:**

**Account Number:**

**Fiscal Impact:**

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#### **Attachments**

Resolution 2019-90

COB Contract No. 2019-129

Site Map

Location Map

Easement Agreement

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**RESOLUTION 2019-90**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN EASEMENT AND AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND MALLORY VALLEY UTILITY DISTRICT FOR CONSTRUCTION OF MALLORY VALLEY METERING STATION, A COPY OF SAID EASEMENT AND AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE**

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

**SECTION 1.** That the Mayor is hereby authorized to execute an easement and agreement by and between the City of Brentwood and Mallory Valley Utility District for construction of Mallory Valley metering station, a copy of said easement and agreement being attached hereto and made a part of this resolution by reference.

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

\_\_\_\_\_  
MAYOR

Rhea E. Little, III

ADOPTED: \_\_\_\_\_

*Approved as to form:*

\_\_\_\_\_  
RECORDER

Holly Earls

\_\_\_\_\_  
CITY ATTORNEY

Kristen L. Corn

## **AGREEMENT**

This Agreement is entered into by and between the City of Brentwood, Tennessee, hereinafter referred to as “Brentwood,” and Mallory Valley Utility District of Williamson County, Tennessee, hereinafter referred to as “the District.”

Whereas, Brentwood owns real property in Williamson County, Tennessee, known as Map 54, Parcel 35.04 (“the Property”);

Whereas, Mallory Valley has permanent, exclusive easements on the Property, of record in Book 1614, Page 678 and Book 4889, Page 400 of the Williamson County Register of Deeds Office;

Whereas, Mallory Valley needs to install additional water system improvements on the Property and has requested additional easements from Brentwood; and

Whereas, a question has arisen as to whether some of Mallory Valley’s existing water system improvements on the Property are located within Mallory Valley’s easements;

Now, Therefore, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Brentwood will grant Mallory Valley one or more exclusive, permanent easements on the Property to accommodate Mallory Valley’s existing and proposed water system improvements before construction begins.

2. In addition to any rights Mallory Valley has under its easements, Brentwood grants Mallory Valley and its employees, agents, and contractors the right to enter upon the Property for the purpose of installing new water system improvements and verifying the location of existing water system improvements.

3. On or before April 1, 2020, Mallory Valley will prepare and present to Brentwood an instrument abandoning portions of Mallory Valley's easement of record in Book 4889, Page 400 of the Williamson County Register of Deeds Office, so as to leave all of Mallory Valley's water system improvements more or less at the center of an approximately 15-foot wide permanent, exclusive easement.

4. This Agreement is not assignable by either party without the written consent of the other party.

5. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions.

6. This Agreement constitutes the entire agreement of the parties. This Agreement may be modified or amended only by an instrument in writing executed by the parties.

7. This Agreement is governed by the laws of Tennessee, and any dispute or legal action arising out of or related to this Agreement must be filed in the courts of Williamson County, Tennessee.

8. The parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall not be construed for or against either party based upon authorship.

9. The individuals signing below represent that they have full authority to execute this Agreement on behalf of their respective parties; that this Agreement has received any approval required by law from their respective parties; and that this Agreement is a legal, valid, and binding agreement. This Agreement will be deemed executed when both parties have signed it below.

10. This Agreement may be signed in counterparts. Signed copies of this Agreement

delivered via facsimile or via e-mail in Adobe portable document format (.pdf) shall be deemed originals.

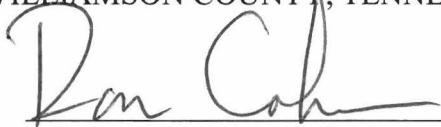
In Witness Whereof, the parties have affixed their signatures as of the dates shown below.

CITY OF BRENTWOOD, TENNESSEE

By: \_\_\_\_\_  
Rhea E. Little, III, Mayor

Date: \_\_\_\_\_

MALLORY VALLEY UTILITY DISTRICT  
OF WILLIAMSON COUNTY, TENNESSEE

By:  \_\_\_\_\_  
Ron Coker, President of the Board of  
Commissioners

Date: 9/26/2019





MOORES LN

Existing M.P.

Proposed M.P. (2)

Underground  
Electrical

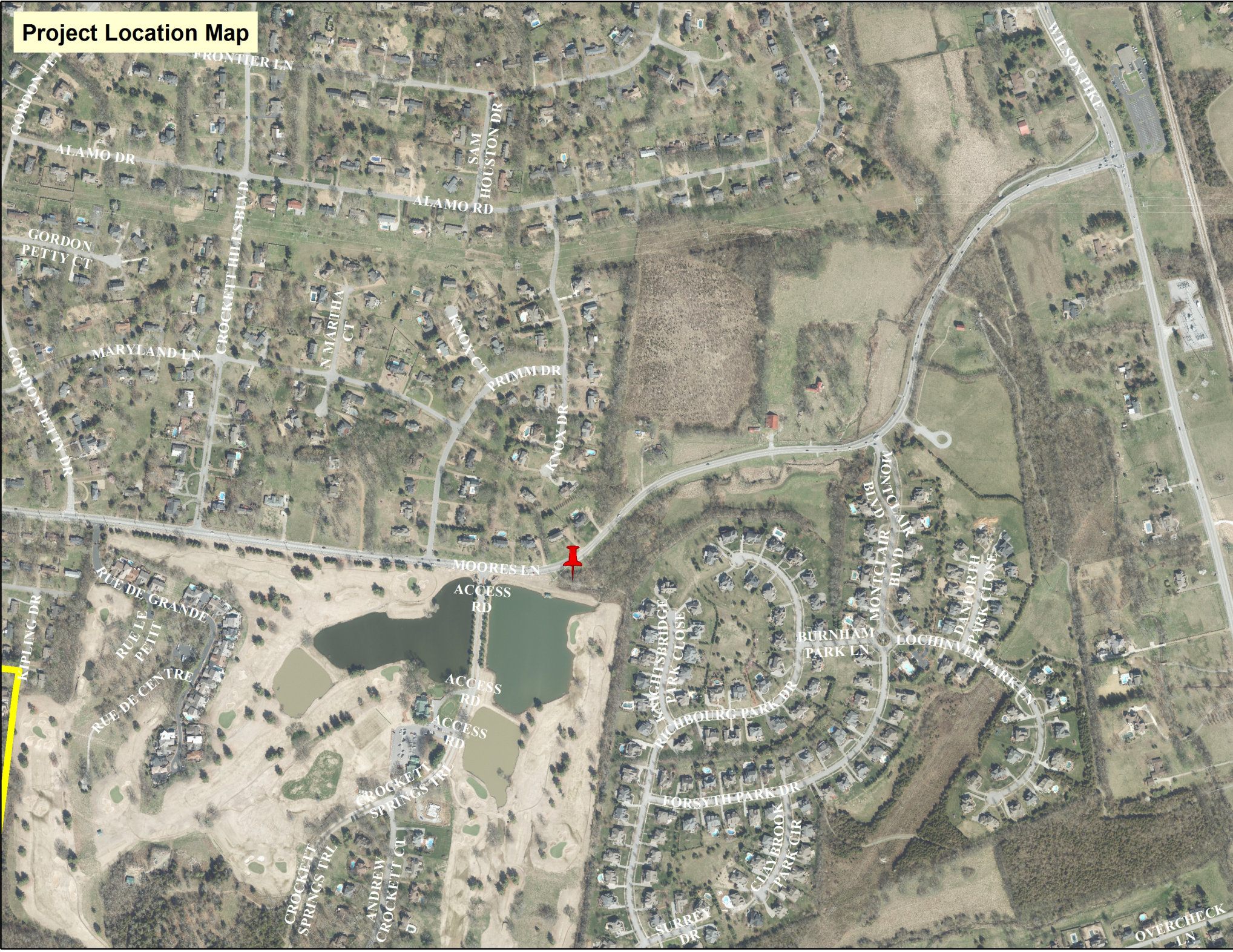
Exist. Control  
Panel Rack

Proposed Control  
Panel Rack

Existing  
Tower



Project Location Map





This Instrument Prepared By:  
Mallory Valley Utility District  
P.O. Box 936  
Franklin, TN 37065  
(615) 628-0237

Easement across Property at:  
Book 2687, Page 584 ROWCT  
Tax Map 54, Parcel 35.04

### **EXCLUSIVE WATER UTILITY EASEMENT**

For and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the **City of Brentwood, Tennessee**, hereinafter referred to as "**Grantor**", has this day bargained and sold, and by these presents does hereby transfer and convey unto **Mallory Valley Utility District of Williamson County, Tennessee**, hereinafter referred to as "**Mallory Valley**", an exclusive, permanent water utility easement ("the Easement") across **Grantor's** real property, being Map 54, Parcel 35.04, which **Grantor** acquired by Special Warranty Deed of record in Book 2687, Page 584 of the Williamson County Register of Deeds Office. The Easement is described and depicted as "Easement 1-A," "Easement 1-B," "Easement 1-C," and "Easement 1-D" on **Exhibit 1** attached hereto, which is made a part hereof as if copied herein verbatim.

1. **Mallory Valley's** rights in this conveyance shall include, but shall not be limited to, the following:

(a) **Mallory Valley** shall have the right to excavate for, install, replace, maintain, repair, patrol and use the Easement for its meters and for underground pipelines for conveying water with such necessary and proper valves, appurtenances, fittings, and equipment, including but not limited to electrical conduit, wires, and other electrical facilities. **Mallory Valley** through its agents and employees shall have the right to come upon the Easement at any time to exercise any of the foregoing rights and to use such trucks, tools, excavation equipment and the like as may be reasonably necessary.

(b) **Mallory Valley** shall have the right to access the Easement for ingress to and egress from the public rights-of-way from all points along the Easement.

(c) **Mallory Valley** shall have the right after reasonable notice to the owner to trim and to cut down and clear away any vegetation or other thing within the Easement that interferes with or increases the cost of the exercise of **Mallory Valley's** rights granted herein.

(d) **Mallory Valley** shall have and retain the right to mark the location of the Easement and the location and benchmark depth of pipelines within it by suitable markers installed at surface level along the route of the Easement.

(e) **Mallory Valley** shall have the right to cut any existing pavement or any pavement installed in the future within the Easement as **Mallory Valley** deems to be necessary in the exercise of its rights granted herein.

(f) **Mallory Valley** shall have a twenty (20) foot temporary construction

easement on each side of and parallel to the exclusive, permanent easement, unless otherwise noted on **Exhibit 1**.

2. **Mallory Valley** shall have the following duties in using the Easement:

(a) All water line construction within the Easement shall meet and conform to the latest edition of the **Mallory Valley** technical specifications approved by the Tennessee Department of Environment and Conservation.

(b) After the installation, repair, maintenance, or replacement of the water line or other water improvements in the Easement, **Mallory Valley** shall recompact the soil, return the surface of the Easement to the same general grade as existed prior to such installation, repair, maintenance, or replacement, replace the top soil, and overseed and apply straw to the disturbed area. **Mallory Valley** will protect or replace any minor shrubbery damaged by such installation, repair, maintenance, or replacement. If in exercising the rights granted by this Easement **Mallory Valley** cuts existing pavement, then **Mallory Valley** shall fill and recompact the area of construction in accordance with the latest edition of the **Mallory Valley** technical specifications and shall replace the pavement in-kind.

3. **Grantor** accepts the following duties and restrictions:

(a) **Grantor** shall not erect or construct any structure within the Easement or pave over the Easement.

(b) **Grantor** shall not install any other utilities, voluntarily grant easements to others within the Easement, or voluntarily allow any other use of the Easement without the prior written consent of **Mallory Valley**. **Mallory Valley** agrees it will grant the right for other utilities to cross the Easement provided such crossings meet and conform to the latest edition of the **Mallory Valley** technical specifications.

(c) **Grantor** shall not diminish or substantially add to or remove the ground cover over the pipelines and appurtenances to be installed within the Easement. The earthen fill within the Easement shall at no point exceed fifty-four (54) inches from the top of the pipelines to the finished grade. The earthen cover above the top of pipelines shall not be less than thirty (30) inches. Any slopes cut or filled shall not exceed a 5H to 1V grade. **Grantor** will notify **Mallory Valley** and obtain **Mallory Valley's** consent prior to making any significant change in the grade level within the Easement.

(d) **Grantor** will plant no trees within the Easement or within the area on either side of the Easement which might foreseeably encroach within the Easement so as to create a hazard to the underground water lines or other water improvements to be installed by **Mallory Valley**. **Grantor** will plant and maintain only grasses and minor shrubbery within the Easement.

(e) **Grantor** shall have the sole right and responsibility of mowing, maintaining and caring for the surface of the Easement, except as stated above in paragraph 2(b).

This exclusive Easement shall attach to and run with the land and shall be binding upon everyone who may hereafter come into ownership of the property, and all rights conveyed herein shall belong to **Mallory Valley** its successors and assigns forever.

**Grantor** does covenant with **Mallory Valley** that **Grantor** is lawfully seized and possessed of the property in fee simple, that **Grantor** has a good and lawful right to sell and convey the Easement, and that the Easement is free and clear from any lien or encumbrance whatsoever.

**Grantor** further covenants and binds itself, its representatives, and its successors to warrant and forever defend the title to the said Easement to **Mallory Valley**, its successors, and its assigns against the lawful claims and demands of all persons whomsoever.

Witness my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF BRENTWOOD, TENNESSEE**

By: \_\_\_\_\_  
Rhea Little, Mayor

State of Tennessee            )  
  )  
County of Williamson        )

Before me, a Notary Public in and for the County and State aforesaid, personally appeared Rhea Little, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Mayor of the City of Brentwood, Tennessee, and that she executed the foregoing instrument for the purpose therein contained by signing on behalf of the City of Brentwood.

Witness my hand and official seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



## EASEMENT 1-A DESCRIPTION

An Exclusive Water Easement lying entirely within a parcel of land owned by the CITY OF BRENTWOOD, WILLIAMSON COUNTY, said parcel being shown as Parcel 35.04 of Map 54 of the Williamson County, TN mapping system, and recorded in Deed Book 2687, Page 584 in the Register's Office of Williamson County, Tennessee.

Commencing at the southwest corner of an existing 15' wide Mallory Valley Utility District Easement as recorded in Book 1614, Page 678, R.O.W.C.T.

Thence from the Point of Commencement along the southerly boundary of said existing MVUD Easement, N50°38'21"E, 43.46' to a corner, thence N67°18'30"E, 18.24' to a point, said point being the Point of Beginning.

Thence from the Point of Beginning continuing with the southerly boundary of said existing MVUD Easement, N67°18'30"E, 53.21' (L1) to a corner,

Thence continuing with said southerly boundary, N46°30'38"E, 2.40' (L2) to a point, said point being the northwest corner of an existing 15' wide Mallory Valley Utility District Easement as recorded in Book 4889, Page 400, R.O.W.C.T.

Thence with the westerly boundary of said second MVUD Easement noted, S43°30'21"E, 7.63' (L3) to a point, said point being a corner of said second Easement,

Thence continuing with said westerly boundary of said second MVUD Easement, S04°27'05"W, 12.49' (L4) to a point on said westerly boundary,

Thence leaving said westerly boundary of said second MVUD Easement, S46°30'38"W, 42.88' (L5) to a point,

Thence, N43°29'22"W, 34.89' (L6) to a point, said point being the Point of Beginning.

The Permanent Exclusive Water Easement contains 1,265 square feet (0.029 acres), more or less.

The Exclusive Water Line Easement herein described is accompanied by a temporary construction easement as depicted on Page 1 of 5. Said temporary construction easement will be abandoned upon completion of construction.

Bearings and distances shown herein are based on survey information provided by others and have not been field verified.

THIS EASEMENT IS NOT INTENDED TO REPRESENT A  
FULL BOUNDARY SURVEY AND WAS DONE UNDER THE  
AUTHORITY OF TCA 62-18-126.

THIS EASEMENT IS NOT A GENERAL PROPERTY SURVEY  
AS DEFINED UNDER RULE 0820-03-07.

EXHIBIT 1, PAGE 2 OF 5

REVISED: 10/01/2019 ; 06/05/2019 ; 04/10/2019

**HETHCOAT**  **DAVIS**  
ENGINEERS PLANNERS

278 FRANKLIN ROAD, SUITE 200 • 300 VESTAVIA PARKWAY, SUITE 2300  
BRENTWOOD, TN 37027 BIRMINGHAM, AL 35216

MAP SHOWING  
DEDICATION OF EASEMENT  
TO: MALLORY VALLEY UTILITY DISTRICT  
FROM: CITY OF BRENTWOOD,  
WILLIAMSON COUNTY

EASEMENT NO. 1  
MAP NO. 54  
PARCEL NO. 35.04  
H&D PROJECT NO  
1016-25



## EASEMENT 1-B DESCRIPTION

An Exclusive Water Easement lying entirely within a parcel of land owned by the CITY OF BRENTWOOD, WILLIAMSON COUNTY, said parcel being shown as Parcel 35.04 of Map 54 of the Williamson County, TN mapping system, and recorded in Deed Book 2687, Page 584 in the Register's Office of Williamson County, Tennessee.

Commencing at the southeast corner of an existing 15' wide Mallory Valley Utility District Easement as recorded in Book 1614, Page 678, R.O.W.C.T.

Thence from the Point of Commencement along the southerly boundary of said existing MVUD Easement, S46°30'38"W, 46.91' to a point, said point being the Point of Beginning.

Thence from the Point of Beginning continuing with the southerly boundary of said existing MVUD Easement, S46°30'38"W, 60.00' (L7) to a point, said point being on the southerly boundary of said existing 15' wide existing Mallory Valley Utility District Easement as recorded in Book 1614, Page 678, R.O.W.C.T.

Thence leaving said southerly boundary of said MVUD Easement, S43°30'21"E, 8.00' (L8) to a point.

Thence, N46°30'38"E, 60.00' (L9) to a point,

Thence, N43°29'22"W, 8.00' (L10) to a point, said point being the Point of Beginning.

The Permanent Exclusive Water Easement contains 480 square feet (0.011 acres), more or less.

The Exclusive Water Line Easement herein described is accompanied by a temporary construction easement as depicted on Page 1 of 5. Said temporary construction easement will be abandoned upon completion of construction.

Bearings and distances shown herein are based on survey information provided by others and have not been field verified.

THIS EASEMENT IS NOT INTENDED TO REPRESENT A  
FULL BOUNDARY SURVEY AND WAS DONE UNDER THE  
AUTHORITY OF TCA 62-18-126.

THIS EASEMENT IS NOT A GENERAL PROPERTY SURVEY  
AS DEFINED UNDER RULE 0820-03-07.

EXHIBIT 1, PAGE 3 OF 5

REVISED: 10/01/2019 ; 06/05/2019 ; 04/10/2019

**HETHCOAT**  **DAVIS**  
ENGINEERS PLANNERS

278 FRANKLIN ROAD, SUITE 200 • 300 VESTAVIA PARKWAY, SUITE 2300  
BRENTWOOD, TN 37027 BIRMINGHAM, AL 35216

MAP SHOWING  
DEDICATION OF EASEMENT  
TO: MALLORY VALLEY UTILITY DISTRICT  
FROM: CITY OF BRENTWOOD,  
WILLIAMSON COUNTY

EASEMENT NO. 1  
MAP NO. 54  
PARCEL NO. 35.04  
H&D PROJECT NO  
1016-25

### EASEMENT 1-C DESCRIPTION

An Exclusive Easement for Electrical Facilities lying entirely within a parcel of land owned by the CITY OF BRENTWOOD, WILLIAMSON COUNTY, said parcel being shown as Parcel 35.04 of Map 54 of the Williamson County, TN mapping system, and recorded in Deed Book 2687, Page 584 in the Register's Office of Williamson County, Tennessee.

Beginning at a point on the easterly boundary of an existing 15' wide Mallory Valley Utility District Easement as recorded in Book 4889, Page 400, R.O.W.C.T., said point being S04°27'05"W, 29.86' along said easterly boundary from the southeast corner of Easement 1-B as depicted on Page 1 of 5, said point being the Point of Beginning.

Thence from the Point of Beginning, leaving said easterly boundary of said existing MVUD Easement, S17°16'42"E, 46.44' (L12) to a point, said point being on a northerly boundary of said existing MVUD Easement,

Thence with said northerly boundary of said existing MVUD Easement, N82°35'29"W, 7.47' (L13) to a point, said point being a corner of said existing Easement,

Thence continuing with a northeasterly boundary of said MVUD Easement, N37°35'29"W, 14.54' (L14) to a point, said point being a corner of said existing Easement,

Thence continuing with the easterly boundary of said MVUD Easement, N04°27'05"E, 31.96' (L15) to a point, said point being the Point of Beginning.

The Permanent Exclusive Water Easement contains 313 square feet (0.007 acres), more or less.

The Exclusive Water Line Easement herein described is accompanied by a temporary construction easement as depicted on Page 1 of 5. Said temporary construction easement will be abandoned upon completion of construction.

Bearings and distances shown herein are based on survey information provided by others and have not been field verified.

THIS EASEMENT IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.

THIS EASEMENT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-03-07.

EXHIBIT 1, PAGE 4 OF 5

REVISED: 10/01/2019 ; 06/05/2019 ; 04/10/2019

**HETHCOAT**  **DAVIS**  
ENGINEERS PLANNERS

278 FRANKLIN ROAD, SUITE 200 • 300 VESTAVIA PARKWAY, SUITE 2300  
BRENTWOOD, TN 37027 BIRMINGHAM, AL 35216

MAP SHOWING  
DEDICATION OF EASEMENT  
TO: MALLORY VALLEY UTILITY DISTRICT  
FROM: CITY OF BRENTWOOD,  
WILLIAMSON COUNTY

EASEMENT NO. 1  
MAP NO. 54  
PARCEL NO. 35.04  
H&D PROJECT NO  
1016-25



## EASEMENT 1-D DESCRIPTION

An Exclusive Easement for Electrical Facilities lying entirely within a parcel of land owned by the CITY OF BRENTWOOD, WILLIAMSON COUNTY, said parcel being shown as Parcel 35.04 of Map 54 of the Williamson County, TN mapping system, and recorded in Deed Book 2687, Page 584 in the Register's Office of Williamson County, Tennessee.

Beginning at a point on a northerly boundary of an existing 15' wide Mallory Valley Utility District Easement as recorded in Book 4889, Page 400, R.O.W.C.T., said point being S82°35'29"E, 25.67' along said northerly boundary from the southeast corner of Easement 1-C as depicted on Page 1 of 5, said point being the Point of Beginning.

Thence from the Point of Beginning, leaving said northerly boundary of said existing MVUD Easement, N39°24'31"E, 28.55' (L16) to a point,

Thence N82°11'23"E, 16.45' (L17) to a point,

Thence S55°01'46"E, 31.23' (L18) to a point,

Thence S45°00'00"E, 13.09' (L19) to a point,

Thence S45°00'00"W, 16.29' (L20) to a point, said point being on an easterly boundary of said existing MVUD Easement,

Thence with said easterly boundary of said existing MVUD Easement, N33°31'29"W, 9.01' (L21) to a point, said point being a corner of said existing Easement,

Thence with said northerly boundary of said MVUD Easement, N82°35'29"W, 53.22' (L22) to a point, said point being the Point of Beginning.

The Permanent Exclusive Water Easement contains 1,320 square feet (0.030 acres), more or less.

The Exclusive Water Line Easement herein described is accompanied by a temporary construction easement as depicted on Page 1 of 5. Said temporary construction easement will be abandoned upon completion of construction.

Bearings and distances shown herein are based on survey information provided by others and have not been field verified.

THIS EASEMENT IS NOT INTENDED TO REPRESENT A FULL BOUNDARY SURVEY AND WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126.

THIS EASEMENT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-03-07.

EXHIBIT 1, PAGE 5 OF 5

REVISED: 10/01/2019 ; 06/05/2019 ; 04/10/2019

**HETHCOAT**  **DAVIS**  
ENGINEERS PLANNERS

278 FRANKLIN ROAD, SUITE 200 • 300 VESTAVIA PARKWAY, SUITE 2300  
BRENTWOOD, TN 37027 BIRMINGHAM, AL 35216

MAP SHOWING  
DEDICATION OF EASEMENT  
TO: MALLORY VALLEY UTILITY DISTRICT  
FROM: CITY OF BRENTWOOD,  
WILLIAMSON COUNTY

EASEMENT NO. 1  
MAP NO. 54  
PARCEL NO. 35.04  
H&D PROJECT NO  
1016-25

**Brentwood City Commission Agenda**

**Meeting Date:** 10/14/2019

Resolution 2019-91 - Approval of Purchase from Data Blue, LLC for Phone System Upgrade Services

**Submitted by:** Michele Kramer, Technology

**Department:** Technology

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**Information**

**Subject**

Resolution 2019-91 - Approval of Purchase from Data Blue, LLC for Phone System Upgrade Services

**Background**

The current phone system used by all City departments was purchased in 2011. Every few years we install major upgrades to the system which consists of multiple servers, network routers, phones, and software for voice mail, intercom paging and faxing. Due to the complexity of the system, we outsource these type of upgrades to a Cisco vendor. For this upgrade we are proposing to utilize the services of DataBlue, which has its operations center in Brentwood near City Hall.

The cost for the upgrade services from DataBlue is \$10,175, and the service is proposed to be acquired through the Tennessee Statewide Contract. This is a budgeted project for the Technology Department in this fiscal year's operating budget.

Please contact the Technology Director with any questions.

**Staff Recommendation**

Staff recommends purchasing the upgrade.

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**Fiscal Impact**

**Amount :** \$10,175.00

**Source of Funds:** General Fund

**Account Number:** 110-41640-82599

**Fiscal Impact:**

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**Attachments**

Resolution 2019-91



**RESOLUTION 2019-91**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND DATA BLUE, LLC FOR PHONE SYSTEM UPGRADE SERVICES, A  
COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF  
THIS RESOLUTION BY REFERENCE**

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

**SECTION 1.** That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood, Tennessee and Data Blue, LLC for phone system upgrade services, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

\_\_\_\_\_  
MAYOR Rhea E. Little, III

ADOPTED: \_\_\_\_\_

*Approved as to form:*

\_\_\_\_\_  
RECORDER Holly Earls

\_\_\_\_\_  
CITY ATTORNEY Kristen L. Corn

## City of Brentwood Unified Communication Upgrades

### **Project Summary**

City of Brentwood ("Customer") has engaged Data Blue to upgrade their voice infrastructure. Details of the engagement are outlined below:

### **Engagement Overview**

#### Prime Collaboration Deployment (PCD)

- Install and configure Prime Collaboration Deployment (PCD) server for maintenance use
- Admin training for PCD

#### Unified Communications Manager and Instant Message and Presence Upgrade:

- Verify/troubleshoot backups prior to upgrade
- System health check prior to upgrade
- Verify proper OVAs and VMWare settings and make changes as needed to support new upgraded version
- Order upgrade licenses via PUT Tool(Licenses will be ordered off of current SWSS contract). Data Blue will NOT be providing upgrade licenses.
- Upgrade Call Manager and IM and Presence clusters to version 12.5 (5 Servers)
- Convert licenses to cloud based SMART licenses.

#### Unity Connection Upgrade (Voicemail)

- Verify/troubleshoot backups prior to upgrade
- System health check prior to upgrade
- Verify proper OVAs and VMWare settings and make changes as needed to support new upgraded version
- Order upgrade licenses via PUT Tool(Licenses will be ordered off of current SWSS contract). Data Blue will NOT be providing upgrade licenses.
- Upgrade Unity Connection cluster to version 12.5 (2 Servers)
- Convert licenses to cloud based SMART licenses.

#### Attendant Console Installation

- Configure Attendant Console Standard Desktop software for (1) AC user
- Train AC user to take and transfer calls
- Attendant Console Desktop version license will need to be supplied by City of Brentwood.

#### Day 1 Support

- Post upgrade support for (1) day following UC upgrades.

### **Customer Responsibilities**

In order to facilitate the timely and successful delivery of the project, customer responsibilities include:

- Provide a primary contact that will be responsible for all communications and coordinating access to the various sites and offices where work will be performed.
- Customer is expected to maintain any needed backups of their data.
- Provide the appropriate access to offices, systems, and information required to complete the project.



## **Brentwood City Commission Agenda**

**Meeting Date:** 10/14/2019

Resolution 2019-92 - Approval to Purchase Work Order Management Software System for Public Works Department

**Submitted by:** Todd Hoppenstedt, Public Works

**Department:** Public Works

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### **Information**

#### **Subject**

Resolution 2019-92 - Approval to Purchase Municipal Work Order Management Software System from iWorQ Systems

#### **Background**

The Public Works Department's non-routine work plan includes the task of researching and selecting a work order software system for use in the Department, with funding for the package provided for in the Capital Projects Fund budget. The Public Works Department currently does not have a formal, automated work order system. While the Public Works staff has performed well using the current manual system, the sheer volume is becoming unmanageable. It is difficult to predict backlog levels, evaluate performance, and predict accurate resource needs for the Department's programs and services. For the past year, staff has worked hard to research numerous software solutions, vet their capabilities against the department's needs, and ensure efficient and proper collaboration with the Technology Department, including GIS resources.

After a lengthy review of available software solutions, the Public Works Department drafted and released a formal Request For Proposals. Four companies were directly invited to submit a proposal, while the RFP was widely publicized in an effort to encourage participation by numerous qualified vendors. On August 9, 2019, the Public Works Department received ten different proposals for software solutions. Each proposal is structured a little differently, however most have an upfront cost to cover software licenses, implementation, data migration, and training. After the initial purchase, most solutions offer a less expensive annual renewal fee for subsequent years of service.

After reviewing all ten proposals, a more comprehensive review of the most competitive four proposals was completed. A selection committee was organized to review the three finalists. The committee was comprised of representatives from Public Works, Engineering, Water Services, IT, GIS, and Administration. The committee participated in back-to-back webinar demonstrations of each software and had the opportunity to ask questions. Then, IT and Public Works continued to narrow down the search to two finalists based on pricing and capability.

After much consideration, staff recommends the software solutions provided by iWorQ, with a complete start-up cost of \$34,750, which includes migrating our existing data stored in an Access database over to the iWorQ platform. iWorQ maintains a solid pricing structure that allows them to lock the annual renewal cost at \$20,250.00 without incremental increases. This allows us to more effectively budget for annual operation, maintenance, and training which are all included. A copy of their proposal and pricing detail are attached. The iWorQ package also includes an enhanced pavement management module that will help us more efficiently manage our largest asset and capital expense.

As part of this system, administrative personnel will be trained to receive and enter work requests from residents and other sources. After the work requests are evaluated, they will be transitioned to work orders which maintenance staff will complete, logging the work hours, location, materials and equipment used, etc. This history, combined with notes that can be added throughout the life-cycle of a task, will facilitate the development of a comprehensive archive of data that can be used for reporting and decision making in the future.

Staff contacted some of the current users of the iWorQ system and received good feedback. Therefore, we have additional confidence this is the best solution for us.

Please direct any questions to the Public Works Director.

### **Staff Recommendation**

Staff recommends approval of the attached proposal with revised pricing.

### **Previous Commission Action**

No previous Commission Action on this item.

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### **Fiscal Impact**

**Amount :** \$34,750

**Source of Funds:** Capital Improvements

**Account Number:** 311-45300-6006

#### **Fiscal Impact:**

The iWorQ software package at \$34,750 is within the \$50,000 budgeted in the CIP. Staff will budget \$20,250 annually in the Public Works operating budget for renewal going forward.

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### **Attachments**

Resolution 2019-92

COB Contract No. 2019-0126

Exhibit A - Request for Proposals



## Exhibit B - iWorQ Proposal and Pricing

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**RESOLUTION 2019-92**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND IWORQ SYSTEMS FOR MUNICIPAL WORK ORDER  
MANAGEMENT SOFTWARE SYSTEM, A COPY OF SAID AGREEMENT BEING  
ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE**

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

**SECTION 1.** That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood, Tennessee and iWorq Systems for municipal work order management software system, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

\_\_\_\_\_  
MAYOR Rhea E. Little, III

ADOPTED: \_\_\_\_\_

*Approved as to form:*

\_\_\_\_\_  
RECORDER Holly Earls

\_\_\_\_\_  
CITY ATTORNEY Kristen L. Corn

## CONTRACT FOR PUBLIC WORKS SOFTWARE

COB Contract No. 2019-126

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 iWorQ Systems, hereinafter called "Contractor".

### 1. SCOPE AND COST OF THIS CONTRACT

The Contractor shall be responsible for the provision of setup and service of Public Works Software in accordance with and in full compliance with the Scope of Work attached hereto as Exhibit A. The work to be done consists of furnishing all labor and materials necessary to perform all work and services described in the Contract Documents. Such work shall be performed at a cost of \$34,750.

### 2. CONTRACT DOCUMENTS

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Request for Proposals issued by the City on \_\_\_\_\_ (the "Solicitation," attached as Exhibit A), and the Contractor's Proposal submitted to the City in response to the Solicitation (attached as Exhibit B), all of which are incorporated as if fully set forth herein. In the event of a conflict among any of the Contract Documents, the order of precedence shall be as follows: a) this Contract; b) the Solicitation; c) Contractor's Proposal.

### 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 its examination, satisfied itself as to the nature and location of the work and all other matters which might 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. CONSENT TO TRANSFER

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 Contractor from any of its obligations and liabilities under this Contract.

### 6. CORRECTIONS TO CONTRACT DOCUMENTS

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.

#### 7. DEFECTIVE WORK OR MATERIALS

The inspection of the work shall not relieve Contractor of any of its obligations to fulfill this Contract as prescribed herein and elsewhere in the Contract Documents. 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, Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the City's Representative. If 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 therefore shall be paid by Contractor or may, at the City's option, be deducted from any remaining amount due to Contractor.

#### 8. INDEMNITY

Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers, agents and employees 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 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 Contractor, its servants or agents; and 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.

#### 9. AUTHORITY OF CITY'S REPRESENTATIVE

The City's Representative shall have the authority to reject or condemn all work, materials or installation methods 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.

#### 10. PAYMENT TO CONTRACTOR

Upon execution of this Contract by the Contractor and the City, the City shall pay the Contractor as provided in Exhibit B. Upon the completion of all work required hereunder and acceptance of the work by the City's Representative, Contractor shall submit its invoice for the remaining balance of the cost.

#### 11. INSURANCE

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 which may arise from operations under this Contract, whether such operations be by Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such

insurance, naming the City as an additional insured, shall be filed with the City Attorney and shall be in amounts as provided by the Solicitation.

12. ANTIDISCRIMINATION

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

13. TERMINATION OF CONTRACT FOR CAUSE

If, though any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if 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 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 Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

14. GOVERNING LAW

Notwithstanding any other terms to the contrary in this Contract or in any documents made a part of this Contract, the parties agree that any dispute or default arising from this Contract shall be governed by the laws of the State of Tennessee, and each party agrees to submit to the jurisdiction and venue of the courts of Williamson County, Tennessee, or the federal district court of the Middle District of Tennessee.

IN WITNESS WHEREOF, the parties have executed this Contract, the effective date of which shall be the date signed by the City's Mayor below.

**CITY:**

CITY OF BRENTWOOD, TENNESSEE

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Pursuant to Resolution 2019-92

**CONTRACTOR:**

iWorQ

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **REQUEST FOR PROPOSAL**

### **Municipal Work Order Management Software JULY 2019**



**City of Brentwood, Tennessee  
Public Works Department  
1750 General George Patton Drive  
Brentwood, TN 37027**

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### **Municipal Work Order Management Software System**

The City of Brentwood, Tennessee ("City") invites proposals from qualified, competent, knowledgeable, and experienced providers that provide the services requested in this Request for Proposal ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Companies submitting responses must be prepared to enter into an agreement ("Agreement") for the provision of requested services and goods as set forth in this RFP.

**Issue Date:** July 22, 2019

**RFP Title:** Municipal Work Order Management Software

**Issuing Department:** City of Brentwood  
Public Works Department  
1750 General George Patton Drive  
Brentwood, TN 37027

**Contact:** Todd Hoppenstedt  
Director of Public Works  
Todd.Hoppenstedt@brentwoodtn.gov

### **I. SUBMISSION DEADLINE**

Proposals must be submitted in a sealed envelope plainly marked on the outside **"SEALED PROPOSAL FOR Municipal Work Order Management Software- DO NOT OPEN WITH REGULAR MAIL."**

SEALED BIDS MUST BE MAILED OR PHYSICALLY DELIVERED TO:

Finance Department  
Attn: Karen Harper  
Brentwood City Hall  
City of Brentwood  
5211 Maryland Way  
(P.O. Box 788)  
Brentwood, TN 32027-0788

**RESPONSES MUST BE SUBMITTED BY: 3:00pm August 9, 2019**

**REVIEW:** The initial review of proposals will be conducted by the Public Works Department. A secondary review will be performed by the City Manager or his designee. Upon completion of review, the City may conduct an interview of the finalists and request an online demonstration (at no additional charge).

## II. TIMELINE OF EVENTS

PROPOSAL SCHEDULE	DATE
Issuance of RFP; Solicitation for Proposals	July 22, 2019
Deadline for Vendor Questions or Clarification.	July 31, 2019. A copy of the question along with an answer to each question will be posted no later than August 2, 2019 on the City website. <a href="http://www.brentwoodtn.gov/bids">www.brentwoodtn.gov/bids</a>
Deadline for Submission	August 9, 2019
Anticipated Award Date	Contingent upon Commission Approval Anticipated Recommendation to the City Commission on or before October 14, 2019

## III. STIPULATIONS AND REQUIREMENTS

The City of Brentwood has prepared this RFP to solicit responses for municipal work order management software.

### 1. General Information

The City of Brentwood, Tennessee is a suburb of Nashville Tennessee, located in Williamson County. The population as of 2018 is 44,500+/- . The City of Brentwood spans approximately 42 square miles of rolling terrain. The City Commission is comprised of the Mayor, Vice Mayor, and five Commissioners at large. The daily operations of the City are managed by the City Manager and Assistant City Manager through the Department Heads of fourteen individual departments.

### 2. Proposal Guarantee/ Award Procedure

It is anticipated that a recommendation for award for this Proposal will be made no more than sixty (60) days after the Proposal due date. All interested parties are required to guarantee their Proposals as an irrevocable offer valid for ninety (90) days after the Proposal due date. The City of Brentwood, Tennessee in its sole and absolute discretion shall have the right to award a Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal and shall be allowed to accept a portion of, or the total Proposal of any one vendor.

### 3. Revisions

If it becomes necessary to revise any part of this Request, a written addendum will be made available to the public via publication to the City's website, [www.brentwoodtn.gov/bids](http://www.brentwoodtn.gov/bids). The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees,



unless such clarification or change is provided to all Respondents in written addendum from an authorized representative of the City.

**4. Non- Discriminatory Statement**

The City expressly prohibits discrimination of any kind or manner.

**5. References and Experience**

All interested parties are required to submit with their Proposal a comprehensive list of references. Interested parties should provide a minimum of three (3) references, preferably within the State of Tennessee in which they have provided similar or related services. References shall need to include at a minimum: company/organization name, address, telephone number and contact person. Responding parties agree to authorize the City to verify references provided, so as to determine quality and manner of previous work performed.

**6. Compliance with Laws**

All Respondents shall observe and comply with all regulations, laws, and ordinances of local, state, and federal governments as they apply to this Request for Proposal.

**7. Procedures**

a. **Deviations from Specifications.** All deviations from requested specifications must be clearly stated in your Proposal. Any significant limitation in scope or manner of proposed work, restrictive conditions, etc., should be clearly disclosed. Responses failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

b. **Duration of Proposal.** All Proposals shall remain valid without material change for at least ninety (90) days after the Proposal due date.

c. **Pricing Terms of Proposal.** The City requests to view pricing information for services from qualified vendors who can provide and meet all specified requirements of this Proposal for a (1) year period, with clear and specific information regarding pricing increase triggers for at least three years from the date of award. The City intends to select a vendor whom we believe can provide a cost-effective ongoing partnership for many years to come. However, singular year renewals may be exercised at the City's sole discretion.

d. **Subcontracting.** The City is seeking responses from full-service providers. The requirements of this Proposal shall not be subcontracted to other agents, absent express written agreement from the City permitting such assignment.

**e. Insurance Requirement**

**A. Policies, Coverages, and Endorsements.** Respondent agrees to maintain, at its sole cost and expense, the following insurance policies with minimum coverage and limits required by the State of Tennessee. Prior to an award of contract Respondent will be asked to name the City (its officers, agents and employees) as 'Additional Insured' parties on the original policy and all renewals or replacements during the term of the agreement.

1) Commercial General Liability

(a) Each Occurrence               \$1,000,000

(b) General Aggregate           \$2,000,000

**B. Workers' Compensation.** Responses to this Proposal will serve as an affirmation that Respondents are in compliance with the State of Tennessee's requirements for Workers' Compensation Insurance. Should the Respondent receive an award of contract and enter into an agreement with the City, the Respondent confirms their ongoing compliance with Worker's Compensation throughout the lifetime of their agreement with the City.

**C. Subrogation.** A waiver of subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents and employees should be furnished to the City upon request, and prior to an award of service.

**D. Proof of Insurance.** The policies, coverages and endorsements required by this provision shall be shown on a Certificate of Insurance on which the City must be listed as the 'Certificate Holder' and which should be furnished to the City upon request, and prior to an award of service.

**E. Cancellation.** All relevant Vendor policies, including worker's compensation and general commercial liability, shall be endorsed to provide thirty (30) days advanced written notice to the City of cancellation, nonrenewal and reduction in coverage. Mailed to: City of Brentwood, Public Works Director, P.O. Box 788, Brentwood, TN 37027-0799

**F. Indemnification.** To the extent permitted under the United States Constitution and the laws of the State of Tennessee, Respondent shall agree to indemnify and hold harmless the City and its directors, officers, employees and agents from all suits, actions, claims or cost of any character, type or description brought or made on account of any loss, expense, liability, damage, claim, including personal injury and/or death sustained by any person(s) or property arising out of the acts or negligence of the Respondent, the Respondent's personnel, its agents, and employees, occurring during the performance of its duties.

8. **Non-Compliance with Proposal.** It is understood and agreed upon by all parties, in the event of an award of contract, if said contract fails to meet the terms and conditions accepted by the City as specified in this Request for Proposal, and any prior agreements leading up to contract, then the City shall at its sole option have the right to:

- a. Cancel the contract in its entirety with a refund in full; OR
- b. Require the Vendor to provide the services as stated in this Proposal at the proposed price.

9. **Response Request Disclaimer.** This Request for Proposal does not commit the City to enter into a contract or award any services in relation to this specific document, nor does it obligate the City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.
10. **Affidavits.** Each Proposer must complete and submit the attached Non-Collusion (Exhibit A) and Iran-Divestment (Exhibit B) affidavits with their proposals.

Additionally, The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

11. **Claims Against the City.** In consideration for the right to respond to this RFP, Proposer, waives any claim, liability or expense whatsoever against the City and its Staff, Commissioners, and agents by reason of any or all of the following: any aspect of this RFP, the Selection Process or any part thereof, any informalities or defects in the Selection Process, the failure to enter into any agreement, any statements, representations, acts or omissions of the City, the exercise of any discretion set forth or concerning any
12. **Governing Law:** This RFP and any agreement resulting from this RFP shall be governed by and construed in accordance with the laws of the State of Tennessee. Any dispute arising under this RFP shall be resolved in a court of competent jurisdiction in Williamson County, Tennessee.

#### **IV. PROPOSAL FORMAT**

Bid shall be submitted on standard 8.5 x 11-inch paper with font size no smaller than twelve point. Proposals shall consist of one (1) signed original and two (2) copies, submitted in a sealed envelope plainly marked "**SEALED PROPOSAL FOR MUNICIPAL WORK ORDER MANAGEMENT SOFTWARE - DO NOT OPEN WITH REGULAR MAIL.**"

Proposals shall consist of the following:

1. **A Letter of Transmittal** which includes (a) the name of the company, (b) a contact person, (c) current address (d) telephone number, (e) email address, and (f) the signature of an authorized representative of the Respondent.
2. **A Table of Contents** indicating the page where each section begins.
3. **Ownership Information & References** which shall identify how the company is owned; the year the company was established; the former name(s) of the company, if applicable; and

the state in which the company is incorporated. This section should also include references to other companies and/or government entities for which the Respondent has provided similar services. Respondent should include relevant contact information for a minimum of (3) qualified references, preferably within the State of Tennessee.

4. **Proposal Response** should include detailed description of proposed product, including any/all additional features that go above and beyond the requested specifications. This section should also detail how all requested specifications will be met and/or exceeded. Respondents may detail more than one option of product that, at a minimum, fulfills the specifications requested. Responses should include an anticipated timeline of delivery, data migration, training, and an anticipated “go live” date.
5. **Pricing.** Vendors should include a complete cost and fees breakdown of the entire product. Total proposed pricing should be inclusive of licensing, installation, training, testing, and additional fees and associated taxes. ***The City of Brentwood, Tennessee is exempt from sales and use tax as a certified governmental entity, and our official tax exemption certificate can be provided upon request.***
6. **Sample Contract Terms.** Respondent should include a sample contract and/or standard terms and conditions generally associated with the requested products.
7. **Insurance Requirements.** Respondent should include certificate(s) of insurance of all relevant, current and active, policies relating to their obligations as a business in the State of Tennessee. At a minimum, this requirement includes the enclosure of an up-to-date certificate of insurance for Respondent’s Commercial/ General Liability coverage and Workers’ Compensation coverage as detailed above.
8. **Notice of Deviation.** If Applicable, deviations from the requested product specifications listed below must be expressly disclosed. Proposals failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

## **V. SCOPE OF WORK**

The City is inviting vendors to provide Proposals for Municipal Work Order Management Software, which will be utilized primarily by the Public Works Department. However, the City reserves the right to expand this use by potentially negotiating to including other departments and/or software modules. The successful Respondent will be required to provide, at no additional cost, a demonstration of their platform, as quoted in their RFP response, for evaluation by City staff.

Upon confirmation of functionality and compatibility the City will move forward with a Recommendation of Award to the City’s Board of Commissioners. A Recommendation of Award must be approved by the City’s Board of Commissioners prior to an Award of Contract.

### **1. Specific features sought by the City include, but are not limited to:**

- a. Free lifetime support and training.
- b. Uses only standard internet protocols (HTTPS) for communication.

- c. Includes automatic service packs and data upgrades as part of subscription.
- d. Requires no additional hardware connections (e.g. point-to-point routers, etc.).
- e. Requires no additional software connections (e.g. VPN software, Citrix, etc.).
- f. Requires no dedicated data lines.
- g. Proactive hardware and infrastructure monitoring and maintenance.
- h. Is accessible from any internet connection, including wireless connections.
- i. Uses an app for access to the database through smart wireless devices in the field.
- j. Is tolerant of temporary internet disconnections.
- k. Requires no client-side installation or changes to local workstation security.
- l. Must use Microsoft SQL Server 2016 or higher
- m. Software must be capable of having scheduled database backups to include: Full Database Backups, Differential Database Backups and Transaction Log Backups
- n. Requires no browser plugins (e.g. Silverlight, ActiveX, Java). Written in HTML 5
- o. Provides schedule of all upgrades and service packs with at least 30-day notice.
- p. All data is property of the City regardless of where it is hosted, should the City and the vendor ever separate all data will be returned to the City within 14 days.
- q. Provides summary documentation of all new features and changes prior to upgrade.
- r. Provides detailed documentation of all new features and changes prior to upgrade.
- s. Single Sign On (SSO) using Active Directory Integration required.
- t. Data must be maintained indefinitely, unless otherwise approved in writing by the Director of Public Works.
- u. Provides proactive notification of service pack updates, scheduled maintenance, etc.
- v. Supports modern browsers. (e.g., Internet Explorer, Google Chrome, Firefox).
- w. Provides hyperlinks for end-users to easily access Customer Support, User Voting Portal, Release notes etc.
- x. System must provide for standard reports, ad hoc reports and data extract to standard end-user software formats such as Microsoft Excel.

## **2. General Requirements for the software:**

- a. Varying levels of access and the ability to assign and/or change that user security level access freely within the system, without direct contact to Vendor.
- b. Ability to customize software interface. Including the ability to define terms, groups, designations and allocations as needed, without limitation. If the software is upgraded for any reason, all data and any customer specific customizations shall be maintained.
- c. Ability to create, generate and store recurring work orders on a periodic or conditional date and time.
- d. Maintain database of customer and contact information. Provide retrievable customer information from the work order creation form.
- e. Ability to assign work orders, escalate a work order, and confirm work order completion electronically.
- f. Ability to include notations, modifications and multiple call-ins on work order without duplication.
- g. Maintain note history once work order has been closed.
- h. Ability to integrate seamlessly with the City's GIS database.
- i. Public access through web portal. Ability to adjust what is viewable by the public.
- j. Ability to store, maintain, edit, and populate forms and letters. Ability to modify stored forms and letters in-house, without direct contact to Vendor.
- k. Method for preventing duplicate cases.
- l. Reporting. Software needs to be able to export all fields into a CSV or XLS/XLSX file, preferably as a simple data file with one-row headers.
- m. Software must contain audit controls and reporting mechanism.
- n. Software must be able to maintain maintenance history. Active and completed work orders must be searchable through a various combination of terms and channels.
- o. Software must be able to provide time and cost tracking functionality. Store information and automatically calculate based on hours, parts and material, equipment, and personnel assigned. Should be able to output cost and time tracking into a report format.
- p. Ability to add multiple photos or short video from field via a smart phone/tablet.
- q. Windows, Mac and Android compatible.
- r. Edit existing entries and maintain an audit trail.
- s. Ability to see existing address/asset data from the field, view history, and update work order history as necessary.
- t. System must accurately link location to GIS database. System must be able to integrate GIS database records directly to images on a map.

## **3. Work Order Management Requirements:**

The following Applications and Services shall be priced a-la-carte for annual renewal:

- a. Work Order Management
  - a. Track and manage work by location/asset.
- b. Sign Management
- c. Pavement Management

- d. Sidewalk Management
- e. Storm Water Management
- f. Traffic Signal Management
- g. Brush Collection Program Management
- h. Guardrail Management
- i. Permit Management
- j. Fleet Management
- k. Parts & Materials Inventory

***For any specifications that cannot be met or an “or equal” is proposed, the deviation must be clearly outlined in the proposal.***

## **VI. BIDDER QUALIFICATIONS**

The City will only consider proposals from Respondents that:

- 1. Can demonstrate a proven track record of successfully and reliably providing similar services, and products, to similar entities.
- 2. Can demonstrate substantial compliance with this Request.

## **VII. EVALUATION CRITERIA**

Award will be made to the proposer whose proposal is determined to be the most advantageous, to the City based upon the evaluation criteria contained herein. The following criteria will be used to determine the most qualified evaluated Proposal:

### **1. General Criteria**

- a. Degree of Respondent’s ability to fully comply with the Scope of Services in this RFP.
- b. Useful life of the product.
- c. Residual value of the product.
- d. Advantages of a particular product relative to its weaknesses.
- e. Time of delivery, performance, and completion.
- f. Respondent’s demonstrated ability to provide successful implementation services, ongoing support, and training opportunities for users.
- g. Cost to the City of Brentwood.

## **VIII. RESPONSIVENESS OF PROPOSAL**

**1. Responsiveness**

The City will only consider those Proposals that conform to the material requirements of the City's RFP and that are submitted in the Proposal format set forth above. A Proposal will be considered conforming and responsive if it substantially addresses and promises to meet the requirements contained in this Request, and any future reasonable requests made over the course of the selection process. The City may waive any non-conformance that is immaterial AND does not prejudice other Respondents.

**2. Non-responsiveness**

The City will reject any Proposals that materially deviate from the requested specifications.

**IX. SELECTION**

**1. Selection Committee**

The Selection Committee shall be comprised of:

- a. The City's Public Works Administrative Staff
- b. A Representative of the City's GIS Department
- c. A Representative of the City's IT Department

**2. Selection Process: (see Time Line of Events above)**

**1. Proposal Questions.**

City shall answer any questions that Submitter may have prior to the submission deadline. All questions should be submitted in writing by electronic mail directly to Todd Hoppenstedt, Public Works Director at [todd.hoppenstedt@brentwoodtn.gov](mailto:todd.hoppenstedt@brentwoodtn.gov), before 4:00pm on July 31th. All answered questions shall be made available by 3:30pm pm August 2, to all interested parties via the City's website, [www.brentwoodtn.gov/bids](http://www.brentwoodtn.gov/bids). It shall be the Submitter's obligation to reference the City's website, as needed, prior to submission of a Proposal.

It is each Submitter's responsibility to read this RFP in its entirety, and fully acquaint itself with the scope of work outlined herein. The failure of the Submitter to do the foregoing does not relieve the Submitter from any obligation with respect to the Proposal submitted. If any Submitter is in doubt as to the true meaning of any part of the specifications, the Submitter should submit a written request for an interpretation.

Questions concerning any aspect of this RFP must be submitted in writing by electronic mail to Todd Hoppenstedt, Public Works Director, at [todd.hoppenstedt@brentwoodtn.gov](mailto:todd.hoppenstedt@brentwoodtn.gov).

**2. Initial Selection Process**



Submitters whose Proposals are acceptable in form and substance will be selected to be included on a short list of potential awardees if, in the Selection Committee's business judgment, they meet the above minimum qualifications.

### **3. Negotiations of Contractual Terms.**

After the Selection Committee makes its final determination, the awardee and the City will negotiate and execute a final agreement prior to the commencement date. Failure by any Submitter to timely respond or come to terms with the City will be cause for a rejection of the Proposal. A proposal may include such contract forms for approval by the Board of Commissioners as the vendor deems necessary to carry out the project, including maintenance. The City reserves the right to negotiate contract terms with the selected vendor, or to propose alternate contract forms.

## **X. ADDITIONAL INFORMATION**

### **1. Modifications**

In no event shall the deadline for submission of the Proposals be changed except by written addendum from an authorized City representative published to the City's website. The City reserves the right to modify this RFP through written addendum at any time prior to the Proposal deadline for any reason. All modifications shall be issued in a written addendum and made available on the City's website, [www.brentwoodtn.gov](http://www.brentwoodtn.gov), prior to the deadline for submissions.

The City shall not be responsible for oral interpretations given by any City employee, representative, elected official, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective submitting entities and the addenda shall become a permanent part of the Request; However, it shall be the responsibility of each submitting entity, prior to submitting a response to review the Request details at [www.brentwoodtn.gov](http://www.brentwoodtn.gov), to determine if any addenda were issued and to make such addenda a part of the submission of its Proposal.

### **2. Competitive Proposal**

It is the intent of the City that this RFP is conducted according to the competitive sealed bidding procedures. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received no later than three

(3) days after the opening date.

### **3. Exclusions**

Accidental exclusions on behalf of the City in this request will not be held against the City as an extra cost of doing business. It is the responsibility of the Submitter to assure that all necessary information including costs of providing the described service herein are included in the Submitter's response. Any "hidden" fees or services intentionally excluded or added to a Proposal to deceive the City will immediately disqualify the Bidder from this and any further business with the City.

#### **4. Public Information Notice**

All submitted Proposals become the property of the City of Brentwood. The City retains the right to provide copies of Proposals to its staff and any legal, technical, or financial advisors and representatives. Respondent should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want to be received by City staff.

**Please note** that all information submitted for review may be subject to the **Tennessee Open Records Act** and may be made available upon request by the public. Submitters should identify any confidential, proprietary information or trade secrets and provide justification as to why the disclosure of the records would permit an unfair commercial advantage to the Submitter's competitors.

**EXHIBIT A**

**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 \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

Affiant, \_\_\_\_\_, deposes and makes oath that:

(printed name of person signing Affidavit)

1. He or she is the \_\_\_\_\_ of (Owner or Authorized Partner, Officer, Representative or Agent of Owner) \_\_\_\_\_, (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 B**

**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

All contractors and suppliers doing business with the City of Brentwood,  
If you see or suspect fraud or misconduct by any City of Brentwood employee or elected or appointed  
official, please report to the City Attorney, Kristen Corn via email to [Kristen.corn@brentwoodtn.gov](mailto:Kristen.corn@brentwoodtn.gov)  
or by phone at 615-371-0060.

**This check list shall be completed and returned with the proposal, indicating the features offered by each respondent. Any features not offered by an individual respondent shall be clearly explained in the proposal.**

#### **Specific Features Sought by the City of Brentwood**

- ☐ Free lifetime support and training.
- ☐ Uses only standard internet protocols (HTTPS) for communication.
- ☐ Includes automatic service packs and data upgrades as part of subscription.
- ☐ Requires no additional hardware connections (e.g. point-to-point routers, etc.).
- ☐ Requires no additional software connections (e.g. VPN software, Citrix, etc.).
- ☐ Requires no dedicated data lines.
- ☐ Proactive hardware and infrastructure monitoring and maintenance.
- ☐ Is accessible from any internet connection, including wireless connections.
- ☐ Uses an app for access to the database through smart wireless devices in the field.
- ☐ Is tolerant of temporary internet disconnections.
- ☐ Requires no client-side installation or changes to local workstation security.
- ☐ Must use Microsoft SQL Server 2016 or higher
- ☐ Software must be capable of having scheduled database backups to include: Full Database Backups, Differential Database Backups and Transaction Log Backups
- ☐ Requires no browser plugins (e.g. Silverlight, ActiveX, Java). Written in HTML 5
- ☐ Provides schedule of all upgrades and service packs with at least 30-day notice.
- ☐ All data is property of the City regardless of where it is hosted, should the City and the vendor ever separate all data will be returned to the City within 14 days.
- ☐ Provides summary documentation of all new features and changes prior to upgrade.
- ☐ Provides detailed documentation of all new features and changes prior to upgrade.
- ☐ Single Sign On (SSO) using Active Directory Integration required.
- ☐ Data must be maintained indefinitely, unless otherwise approved in writing by the Director of Public Works.
- ☐ Provides proactive notification of service pack updates, scheduled maintenance, etc.
- ☐ Supports modern browsers. (e.g., Internet Explorer, Google Chrome, Firefox).
- ☐ Provides hyperlinks for end-users to easily access Customer Support, User Voting Portal, Release notes etc.
- ☐ System must provide for standard reports, ad hoc reports and data extract to standard end-user software formats such as Microsoft Excel.

#### **General Requirements for the software**

- ☐ Varying levels of access and the ability to assign and/or change that user security level access freely within the system, without direct contact to Vendor.
- ☐ Ability to customize software interface. Including the ability to define terms, groups, designations and allocations as needed, without limitation. If the software is upgraded for any reason, all data and any customer specific customizations shall be maintained.
- ☐ Ability to create, generate and store recurring work orders on a periodic or conditional date and time.

- ☐ Maintain database of customer and contact information. Provide retrievable customer information from the work order creation form.
- ☐ Ability to assign work orders, escalate a work order, and confirm work order completion electronically.
- ☐ Ability to include notations, modifications and multiple call-ins on work order without duplication.
- ☐ Maintain note history once work order has been closed.
- ☐ Ability to integrate seamlessly with the City's GIS database.
- ☐ Public access through web portal. Ability to adjust what is viewable by the public.
- ☐ Ability to store, maintain, edit, and populate forms and letters. Ability to modify stored forms and letters in-house, without direct contact to Vendor.
- ☐ Method for preventing duplicate cases.
- ☐ Reporting. Software needs to be able to export all fields into a CSV or XLS/XLSX file, preferably as a simple data file with one-row headers.
- ☐ Software must contain audit controls and reporting mechanism.
- ☐ Software must be able to maintain maintenance history. Active and completed work orders must be searchable through a various combination of terms and channels.
- ☐ Software must be able to provide time and cost tracking functionality. Store information and automatically calculate based on hours, parts and material, equipment, and personnel assigned. Should be able to output cost and time tracking into a report format.
- ☐ Ability to add multiple photos or short video from field via a smart phone/tablet.
- ☐ Windows, Mac and Android compatible.
- ☐ Edit existing entries and maintain an audit trail.
- ☐ Ability to see existing address/asset data from the field, view history, and update work order history as necessary.
- ☐ System must accurately link location to GIS database. System must be able to integrate GIS database records directly to images on a map.

#### **Work Order Management Requirements**

The following Applications and Services shall be priced a-la-carte for annual renewal:

a. Work Order Management	\$ _____/year
b. Track and manage work by location/asset	\$ _____/year
c. Sign Management	\$ _____/year
d. Pavement Management	\$ _____/year
e. Sidewalk Management	\$ _____/year
f. Storm Water Management	\$ _____/year
g. Traffic Signal Management	\$ _____/year
h. Brush Collection Program Management	\$ _____/year
i. Guardrail Management	\$ _____/year
j. Permit Management	\$ _____/year
k. Fleet Management	\$ _____/year
l. Parts & Materials Inventory	\$ _____/year



Proposal to the City of Brentwood  
Attention: Todd Hoppenstedt  
Director of Public Works  
[Todd.Hoppenstedt@brentwoodtn.gov](mailto:Todd.Hoppenstedt@brentwoodtn.gov)

Original Submitted by:





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## Letter of Transmittal

City of Brentwood  
1750 General George Patton Drive  
Brentwood, TN 37027

Dear Mr. Hoppenstedt,

iWorQ Systems has been providing software solutions for more than 18 years and serves more than 1,300 customers throughout the United States and Canada, which we believe demonstrates long-term viability and commitment to our customer base. iWorQ Systems leads the industry in delivering hosted web-based solutions and was the first vendor in this market to provide a fully web-based solution for local governments providing asset and work management software.

Being the first to market with web-based solutions has allowed us to focus our development and experience towards making a solution that is robust and configurable for an agency like the City of Brentwood, but without sacrificing a user interface that is easy to use and understand, which ultimately leads to a high adoption of staff usage in your department providing a high return on investment with iWorQ's services and solutions.

iWorQ will meet all service request, maintenance and work order tracking, asset management, and reporting requirements for the City.

iWorQ is configurable to meet the varying needs of all your different types of assets providing a solution suitable for your current needs and the flexibility to configure the solutions to meet your future requirements as well. iWorQ's pricing model is a cost-effective model making it easy for the Brentwood to add applications at any time in the future. iWorQ applications come with the following:

1. Unlimited Users (any type of device i.e. iPad, Desktop PC, Apple, Laptop, Android, Chromebook etc.)
2. Unlimited Training and Support
3. Maintenance Fees (fees are locked in and never increase from year to year)
4. All Future Enhancements Included

iWorQ's technology provides a streamlined process for all work and asset management to flow through the work management application providing increased efficiencies for the entire City through robust reporting of work in progress, completed, and scheduled including ease of tracking job costing, maintenance costing, inventory usage and costing, maintenance costing, employee labor, and asset depreciation.

We are confident in providing a solution that can improve your internal communication as well as increase your responsiveness to your citizens and customers while reducing the time and effort from your staff. We do this by streamlining your processes through our applications inside the office, out in the field, and providing access to your citizens.

We have found that this model allows city governments to plan for growth in a cost-conscious way and enables us to provide best in class products and continuing services to our clients. In addition, as per the requirement in the RFP, we provide this response being valid for (90) days after the Proposal due date.

We appreciate the opportunity to respond to this RFP, and as Vice President I am authorized to answer questions regarding this proposal and negotiate and contractually obligate the organization. My contact information is below.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Laing".

Adam Laing  
Vice President  
iWorQ Systems  
435.755.5126  
[alaing@iworq.com](mailto:alaing@iworq.com)

## **Specific Features Sought by Brentwood:**

- a. Free lifetime support and training

IWorQ applications come with the following:

1. Unlimited Users (any type of device i.e. iPad, Desktop PC, Apple, Laptop, Android, Chromebook etc.)
2. Unlimited Training and Support for every user in the system (Support hours 7am to 6pm Central)
3. Maintenance Fees (fees are locked in and do not increase from year to year)
4. All Future Enhancements Included with maintenance agreement

- b. Uses only standard internet protocols (HTTP, HTTPS) for communication.

*iWorQ's Web Browser application utilizes standard HTTP and HTTPS communication methods for encoding and transporting information between each client and the iWorQ web server. iWorQ provides authentication and secure access to all users to protect privacy and integrity of data exchanged within iWorQ. This is made possible through a deployed firewall and HTTPS authentication and encryption to protect against man-in-the-middle attacks, eavesdropping, and tampering with iWorQ data and communication.*

- c. Includes automatic service packs and upgrades as part of subscription.

*iWorQ is a hosted solution with automatic updates and enhancements being released every two weeks or more often as needed.*

- d. Requires no additional hardware connections (e.g. point-to-point routers, etc.).

*No additional hardware connections are required.*

- e. Requires no additional software connections (e.g. VPN software, Citrix, etc.).

*No additional software connections are required.*

- f. Requires no dedicated data lines.

*Dedicated data lines are not required.*

## **Specific Features Sought by Brentwood Cont'd:**

- g. Proactive hardware and infrastructure monitoring and maintenance.

*iWorQ is hosted in the cloud, so hardware costs and requirements are minimal. Each user of iWorQ only needs a PC, Apple, or device of choice that has access to the internet and a browser. With the hosting, iWorQ provides (2) onsite backups and (1) offsite backup weekly. iWorQ also provides a fail over disaster recovery system replicated at the transactional level from the hosted servers on the east coast to servers on the west coast ensuring Brentwood and all of iWorQ's customers data is secure and safe.*

- h. Is accessible from any internet connection, including wireless connections.

*As a hosted solution, wireless cellular plans, hot spot WIFI services, direct internet connections, and WIFI access provides a user with the ability to access iWorQ's secure application through any type of device with a browser.*

- i. Uses an app for access to the database through smart wireless devices in the field.

*iWorQ uses a browser HTML 5 technology application to provide best of both world technology for users. For instance, HTML 5 provides a dynamic screen experience fit for the device of choice (i.e. iPad, iPhone, Android, etc.) without having to download a specific application. And, HTML5 assures you have access to everything in the field as you would access from the office.*

- j. Is tolerant of temporary internet disconnections.

*iWorQ's browser application is easily reconnected to the internet and will reload as soon as access is regained.*

- k. Requires no client-side installation, browser plugins (e.g. Silverlight, ActiveX), no changes to local workstation security.

*As a browser-based application, iWorQ does not require any client-side application install nor plugins such as Silverlight, ActiveX, etc. All that is required is an internet connection and a device with access to a web browser.*

- l. Must use SQL Server 2016 or higher

*iWorQ utilizes Microsoft SQL 2016*

- m. Software must be capable of having scheduled database backups to include: Full Database Backups, Differential Database Backups and Transaction Log Backups

*iWorQ can provide all of the required Database Backups. We provide through the Amazon Web Services (Gov Cloud) full onsite and offsite backups. iWorQ will also provide full on premise backups for your City.*

## **Specific Features Sought by Brentwood Cont'd:**

- n. Requires no browser plugins (e.g. Silverlight, ActiveX, Java). Written in HTML 5.

*iWorQ is written in HTML5 and requires no browser plugins.*

- o. Provides schedule of all upgrades and service packs with at least 30-day notice.

*iWorQ provides a schedule of all major upgrades prior to release, which typically is provided 30 days prior to release.*

- p. All data is property of the City regardless of where it is hosted, should the City and the vendor ever separate all data will be returned to the City within 14 days.

*We provide multiple back-up locations, including eastern U.S. and western U.S., and also allow for your agency to provide your own backups if desired.*

- q. Provides summary documentation of all new features and changes prior to upgrade.

*iWorQ will provide information and documentation of all major features and releases prior to upgrades.*

- r. Provides detailed documentation of all new features and changes prior to upgrade.

*We will provide updates on major enhancements and features prior to upgrades.*

- s. Single Sign On (SSO) using Active Directory integration required.

*iWorQ does not currently provide SSO*

- t. Data must be maintained indefinitely, unless otherwise approved in writing by the Director of Public Works

*iWorQ will maintain, host, and support the City's data and services unless notified by the Public Works Director to terminate services etc.*

- u. Provides proactive notification of service pack updates, schedule maintenance, etc.

*If iWorQ schedules maintenance or anything that would interrupt service, Brentwood will be notified in advance.*

- v. Supports modern browsers. (e.g., Internet Explorer, Google Chrome, Firefox).

*Our system supports all modern browsers, including Internet Explorer 10+, Edge, Chrome, Firefox, etc.*

## **Specific Features Sought by Brentwood Cont'd:**

- w. Provides hyperlinks for end-users to easily access Customer Support, User Voting Portal, Release notes etc.

*iWorQ includes a Contact page for all customers which includes technical support contact information, contact information for scheduling trainings, and the ability to submit a support request directly through the application.*

- x. System must provide for standard reports, ad hoc reports and data extract to standard end-user software formats such as Microsoft Excel.

*iWorQ applications allow for all types of reports, including standard day-to-day reports that can be saved and run anytime, and also allows Brentwood to build configurable reports on the fly. We will help build your standard reports during the implementation as well as train your staff on building their own. These reports are easily exported to Excel, CSV, and Word formats.*

## **2. General Requirements for the Software:**

- a. Varying levels of access and the ability to assign and/or change that access freely within the system, without direct contact to Vendor.

*The Brentwood System Administrator(s) have the ability to determine levels of access to the system for all users, but changes made to users will need to be done with iWorQ's support.*

- b. Ability to customize software interface. Including the ability to define terms, groups, designations and allocations as needed, without limitation.

*All of iWorQ's applications are highly configurable, including terms, fields, documents, reports, tabs, and more.*

- c. Ability to create, generate and store recurring work orders on a periodic or conditional date and time.

*Our system allows your end users to create new work orders from scratch, from a template, or from a citizen request that is uploaded into the system for review. You can store all of these work orders in the system, and categorize or search them by date.*

## **2. General Requirements for the Software Cont'd:**

- d. Maintain database of customer and contact information. Provide retrievable customer information from the work order creation form.

*All customer /citizen information including names, address, and contact information is tracked in the system. In our Code Enforcement application, the owner / occupant / parcel information is retrievable to avoid duplicate entry in the system. Work Orders allow the ability to easily retrieve requestor contact information and address details that can easily be copied to new work orders for ease of creation.*

- e. Ability to assign work orders, escalate a work order, and confirm work order completion electronically.

*You can track all employees in our application, assign work orders to them, determine the priority of the work order, and track the current statuses (pending, complete, etc.).*

- f. Ability to include notations, modifications and multiple call-ins on work order without duplication.

*Each work order in iWorQ allows for work description / notation fields, allows employees with correct permissions to modify the work order, and allows you to track requestor name and information (call-ins). If multiple fields are desired to track notations or requestors, these can easily be added as part of a work order.*

- g. Maintain note history once work order has been closed.

*Once a work order has been completed, all pertaining information including a history of notes and descriptions is saved in the system.*

- h. Ability to integrate seamlessly with the City's GIS database.

*iWorQ can consume published web services or an FTP site is available for regular updates, which can be downloaded into iWorQ.*

- i. Public access through web portal. Ability to adjust what is viewable by the public.

*iWorQ's Citizen Engagement portal is a web engagement tool for the public. It can be accessed through a link on your website, as well as a mobile application. The webpage is configurable as to how you interact with your citizens.*



## **2. General Requirements for the Software Cont'd:**

- j. Ability to store, maintain, edit, and populate forms and letters. Ability to modify stored forms and letters in-house, without direct contact to Vendor.

*iWorQ provides a full Electronic Document Management System (EDMS) that will generate any required letters, forms, licenses, and documents required by Brentwood. Documents can be provided both internally and externally and can be attached to individual cases, and also allows for the ability to add pictures and logos to the documents. iWorQ provides unlimited revision and addition of any documents and forms required through our support team.*

- k. Method for preventing duplicate cases.

*Associating work orders to an address or parcel allows you to see what work orders are currently assigned to that area, as well as completed or pending work orders. Our Dashboard view also allows you to quickly see your current cases, work description, and department that it is assigned to.*

- l. Reporting. Software needs to be able to export all fields into a CSV or XLS/XLSX file, preferably as a simple data file with one-row headers.

*Our configurable reports can easily be exported into multiple formats, including Excel, CSV, and Word.*

- m. Software must contain audit controls and reporting mechanism.

*Work orders and code cases all contain an audit history for any changes and a time and date stamp for individual users. The financial system also includes a complete audit trail of any changes in fees or fines.*

- n. Software must be able to maintain maintenance history. Active and completed work orders must be searchable through a various combination of terms and channels.

*iWorQ's applications track maintenance history, including notations, assigned employee, assigned equipment, material, and inventory that was used on that maintenance. You can search these work orders by number, date, etc.*

- o. Software must be able to provide time and cost tracking functionality. Store information and automatically calculate based on hours, parts and material, equipment, and personnel assigned. Should be able to output cost and time tracking into a report format.

*You have the ability to track all time used (employee, equipment) as well as costs associated. Each work order tracks employees assigned, hours worked, rate, as well as equipment and materials used, amounts, units, and associated rates. These items can easily be reported on through a saved or customized report.*

## **2. General Requirements for the Software Cont'd:**

- p. Ability to add multiple photos or short video from field via a smart phone/tablet.

*Multiple pictures and/or videos are available to be added to work orders, assets, etc.*

- q. Windows, Mac and Android compatible

*As a web-browser application, iWorQ works with any type of systems such as Windows, Mac, and Android*

- r. Edit existing entries (i.e. a property we have listed as vacant can be marked as no longer vacant, case can be updated)

*All existing entries can be easily edited by all Brentwood users that have sufficient permissions.*

- s. Ability to see existing address/asset data from the field, view history, and update work order history as necessary.

*iWorQ provides the ability to see all existing addresses and asset data from the field or in the office. You can also see the entire history of work as well as have the ability to update it live.*

- t. GIS Integration - System must accurately link location to GIS database. System must be able to integrate GIS database records directly to images on a map.

*We can consume published web services from ESRI via Rest Services, from an FTP site, or through shape file uploads on a determined basis.*

## **3. Work Order Management Requirements:**

- a. Work Order Management

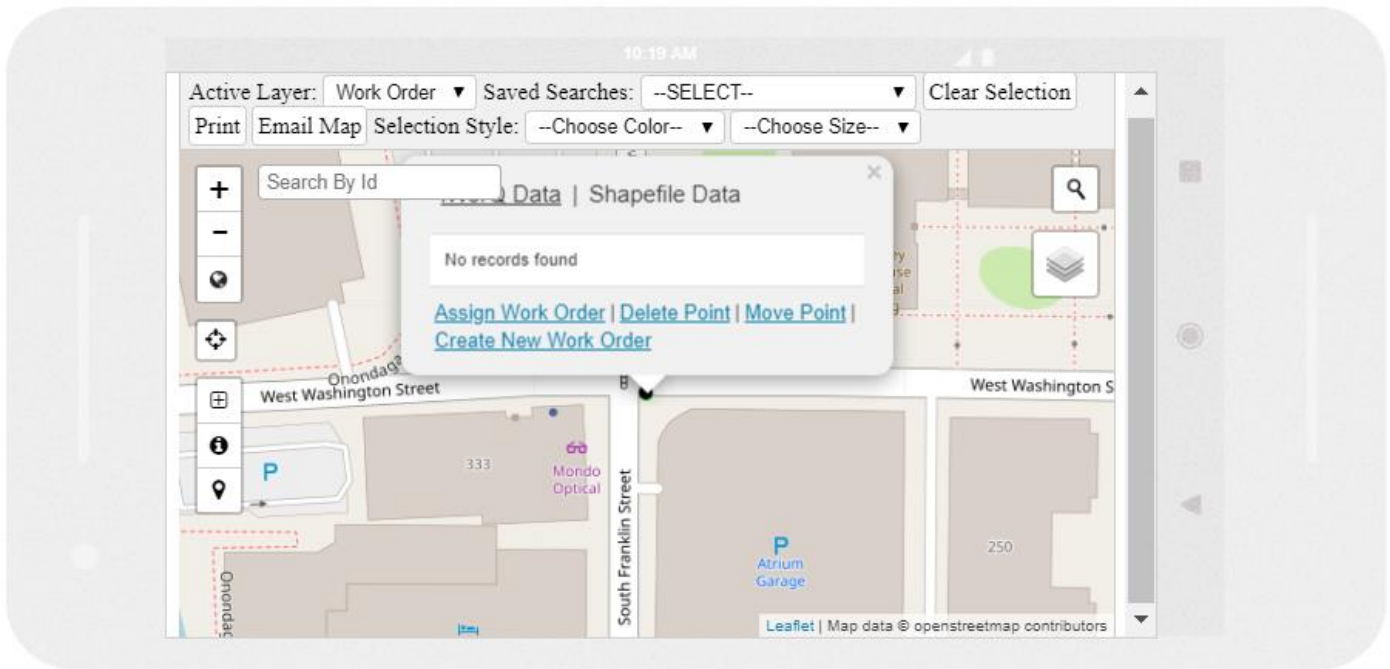
*iWorQ specializes in creating municipal software solutions for Public departments. Our work order software system helps you to manage the work scheduled and completed from your choice of dashboard that is configured specifically for each of your stakeholders.*

*With iWorQ's Work Management application, work orders can be created in seconds instead of minutes using business workflow templates. This process simplifies data entry by creating a new work order with a couple of clicks. Having a live connection through our browser technology allows you to manage a live inventory used in conjunction with work orders providing real-time utilization and costing. iWorQ's work orders also make it easy to track labor hours spent on the job and costs for equipment used.*

### 3. Work Order Management Requirements Cont'd:

#### (a.) Track and manage work by location/asset

*All work is tracked by address or parcel information and can be tracked on the iWorQ map. Work orders can be updated from the office or in the field including the ability to drop points on a map location while in the field utilizing a mobile device as shown below with **an iPhone**.*



***The above screenshot shows a work order being created on an iPhone with a point dropped indicating location, which includes X,Y coordinate.***

#### b. Sign Management

*iWorQ's Sign Management tracks locations, support type, condition, reflectivity, street visibility, and more. All of these fields are configurable and make it easy to determine recommended service or replacement dates. In addition to its condition, each sign's dimensions, address, and treatment history are fields that are tracked within the software.*

*When it's determined that a sign needs to be repaired or replaced, a few clicks easily creates a work order that is attached to that sign. Once the work order is created, details are added to note the assigned employees, dates for repair, costs, equipment, before and after pictures, and more. Running totals of all work orders assigned to the sign can determine the overall cost of the sign.*

### 3. Work Order Management Requirements Cont'd:

*iWorQ's built-in GIS mapping software makes it simple to add or edit a sign using any mobile device. This simplified process makes condition assessments, reflectivity tracking, adding pictures, and other tasks like creating work orders or maintenance on a sign simple and easy to accomplish in the office or in the field.*

*The map utilizes different background layers to give you the option to see the street view, terrain view or hybrid view of the area. It also allows you to create custom searches such as "signs with Graffiti" as shown in the screenshot below.*

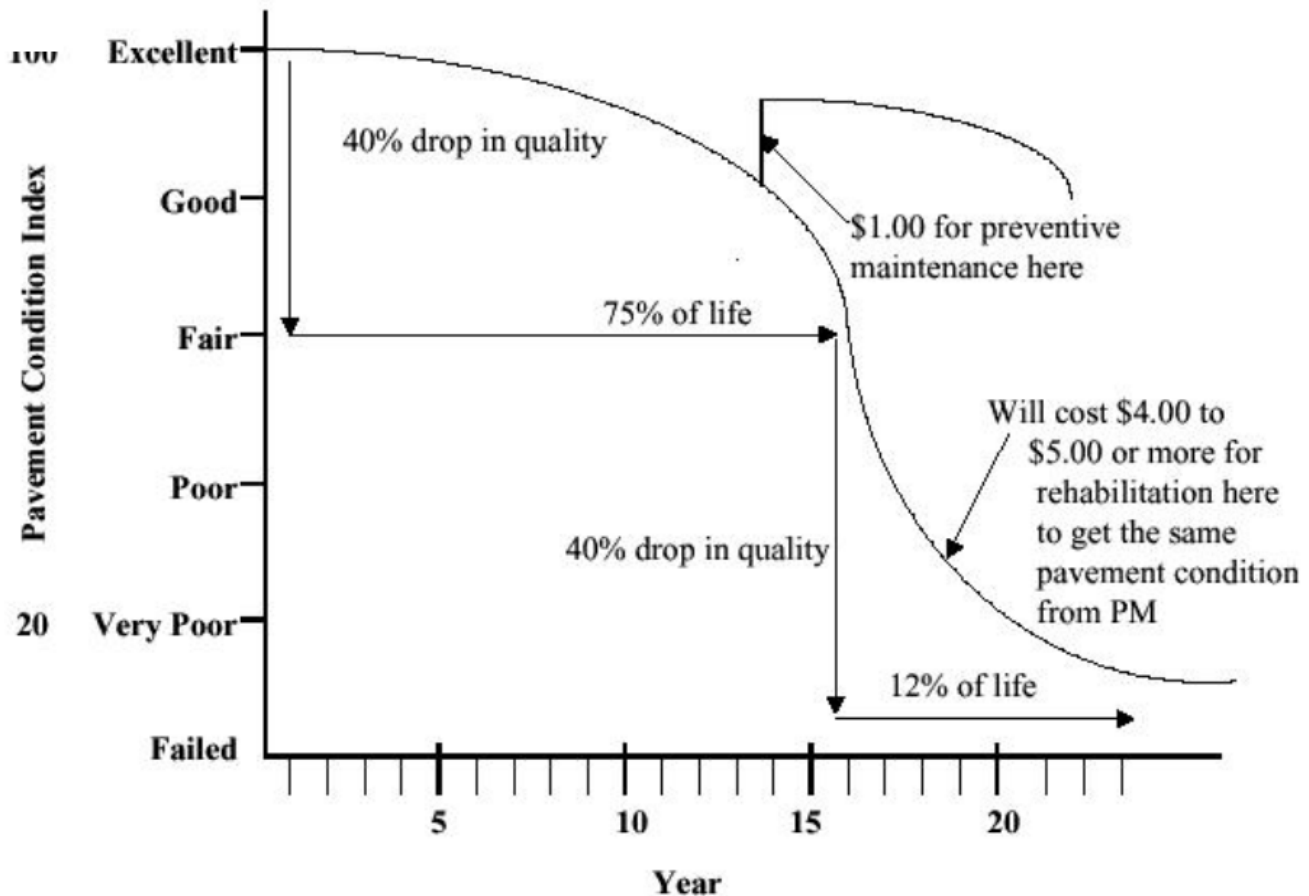


***The above screenshot shows a search created to show all signs that have had graffiti, which are highlighted by the green dot.***

## Work Order Management Requirements Cont'd:

### c. Pavement Management

*iWorQ's pavement management software is built to help cities like Brentwood save hundreds of thousands of dollars utilizing our state-of-the-art tools to help determine when, what road segments, and what treatments to apply ensuring (see graph below) Brentwood roads avoid the costly measures of rehabilitation and reconstruction.*



*iWorQ's Pavement Management tools provide your staff the tools to quickly identify which roads require maintenance with a recommended treatment, which includes a full history of each segments work orders (i.e. pothole repairs, edging work, rut work etc.) and previous maintenance and treatments.*

*iWorQ Pavement Management can be customized to meet the needs of your organization. Users have the ability to add treatments, descriptions, and costs as well as custom database fields. Any customization done by the user is completely integrated into the functions of the application including searching, data management, reporting, and history.*



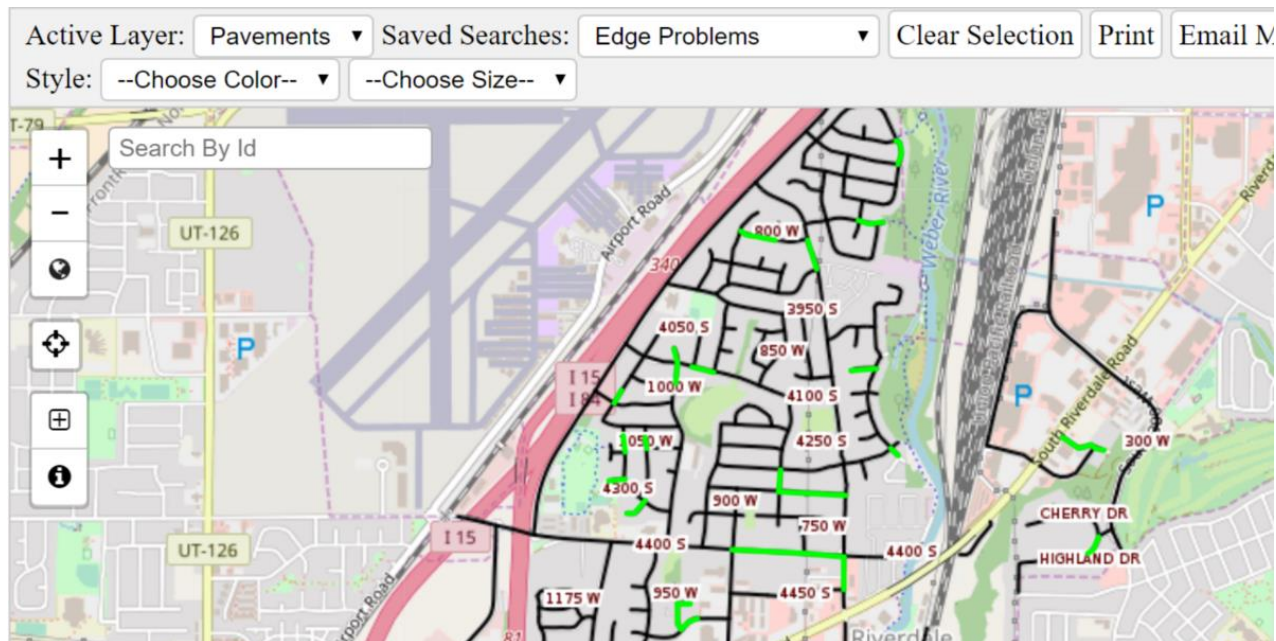
## Work Order Management Requirements Cont'd:

*One of the primary features of iWorQ Pavement Management is budgeting. This easy-to-use tool allows agencies to create and analyze multi-year budgets. The user can perform “What If?” scenarios as well as predict how well the road network will perform.*

Chip Seal Summary											
Projection Chart		Change Active Budget:								Chip Seal	
Category	Year 1	% Sys	Year 2	% Sys	Year 3	% Sys	Year 4	% Sys	Year 5	% Sys	
Segments Not In Budget	--	--	--	--	--	--	--	--	--	--	Add to Budget
No Maintenance	--	--	--	--	--	--	--	--	--	--	Modify Print
Routine	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	Modify Print
Preventative	\$33,208.39	1.89	\$97,957.44	5.58	\$19,516.44	1.11	\$0.00	0.00	\$0.00	0.00	Modify Print
Rehabilitation	\$86,120.00	0.90	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	Modify Print
Reconstruction	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	Modify Print
Total	\$119,328.39		\$97,957.44		\$19,516.44		\$0.00		\$0.00		Modify Print

***Screenshot shows example of iWorQ’s budget tool that can help project what type of treatments are recommended and what year you plan to implement.***

*iWorQ Pavement has the best custom reporting tools on the market. The user has standard and custom reports including asset value reports for GASB 34.*



***Screenshot shows example of pavement segments “highlighted in green” that have edge problems allowing you to quickly see where work is required.***

## Work Order Management Requirements Cont'd:

### d. Sidewalk Management

*iWorQ's Sidewalk Management records data about your sidewalks, curbs and gutters, and crosswalks. Users can track information such as location, installation, maintenance history, and inspection history. It can be used along with iWorQ's Work Management to maintain the life of your sidewalks by quantifying and prioritizing your sidewalk rehabilitation work.*

*Features include:*

#### *a. Sidewalk Inventory*

*With iWorQ's sidewalk management, users can keep a sidewalk inventory with detailed information such as the location, length, and type. It also can track each sidewalk's segment faulting and cracking. The fields are customizable so you can change the field type and record information that is specific to your city or county.*

#### *b. Ratings*

*Enter in current rating information, such as cracking and faulting, to receive a recommended treatment to maintain the life of your sidewalks.*

#### *c. Mobility*

*Take notes, pictures, schedule maintenance, and enter ratings on the spot whether you're out in the field or in the office.*

#### *d. Detailed History*

*Access all past records for your sidewalks including inspections, maintenance, ratings, and treatments.*

#### *e. Mapping*

*iWorQ can use pavement or sidewalk information to create a layer to visually see your sidewalks. The layer is then linked to your sidewalk database so you can quickly edit information or enter in maintenance.*

#### *f. Reporting*

*Users can run reports on ratings, treatments, and general sidewalk information for making future decisions and budgeting. Reports can be exported into a different file type such as Excel.*

#### *g. Calculate Costs*

*By using Work Management, you can calculate the costs of replacing specific areas of sidewalks or an entire sidewalk network.*

## Work Order Management Requirements Cont'd:

### a. Storm Water Management

*iWorQ develops stormwater management applications that meet Municipal Separate Storm Sewer System (MS4) program requirements. iWorQ will track stormwater management programs, including stormwater permits (SWPP), inspections, maintenance schedules and histories, and illicit discharge investigations.*

*Storm Water Management includes:*

- *Stormwater permit management that meets NPDES standards*
- *Maps for tracking locations of inlets, drains, lines, sumps, detention basins, etc.*
- *Inspection tracking and reporting*
- *Maintenance scheduling, with full maintenance history*
- *Illicit discharge reporting, including tracking, inspection, violation letters, etc.*
- *Capture documents and other electronic files vital for compliance*
- *Reporting to track trends, maintenance history, and more for effective management and MS4 program oversight*

### b. Traffic Signal Management

*iWorQ's Traffic Signal Management tracks locations of all Traffic Signal assets and sub assets. iWorQ is configurable allowing your City to track, manage, and maintain you're the fields most important to you.*

*When it's determined that a signal needs to be repaired or replaced, a few clicks easily creates a work order that is attached to that sign. Once the work order is created, details are added to note the assigned employees, dates for repair, costs, equipment, before and after pictures, and more. Running totals of all work orders assigned to the signal can determine the overall costs of maintenance.*

### c. Brush Collection and Program Management

*iWorQ's work manager will be configured to manage the needs of your Brush Collection Program, which will include tracking cost of labor and equipment (i.e. grapple trucks, dump trucks, woodchippers, etc.) and can track which streets have been serviced and when they were completed.*

### d. Guardrail Management

*iWorQ's Guardrail Management tracks locations of all guardrails and makes it easy to track work, maintenance, and repair for your City. A history will be collected for your guardrails allowing you to report against accidents and how often your various guard rails are impacted with associated costs of repair. Pictures and videos can also accompany each section of guardrail showing before and after pictures for historical maintenance records as well as utilized for insurance claims etc.*



## Work Order Management Requirements Cont'd:

### e. Permit Management

*Permits can be tracked by category and sub-category (i.e. Cut Permits, Excavation, Encroachment, etc.) The permit can be tied to either the property owner or the contractor applying for the permit. The process can be documented by date, activity, status, and completion date. The application will also track files pertaining to the permit (i.e. blueprints, project documents, etc.), follow-up dates, and specific notes.*

*Activities can be assigned to an inspector or employee, and each employee can track the notes, dates, and the status of each permit. Each permit can be given a coordinate or be assigned on iWorQ's interactive map. Users can associate documents and photos to each permit if needed. A fee schedule will be created for each of your unique permits.*

### f. Fleet Management

*iWorQ offers a complete Fleet Management application utilized by cities and counties throughout the United States. Our Fleet application allows you to track all departments, vehicles, heavy equipment, as well as purchase prices, gas used, mileage, and includes a powerful integrated fleet replacement rating tool. This application can easily be added for Brentwood at any point.*

Fleet Replacement Rating ⓘ				
Age	Activity	Usage	Cost	Condition
8.0	2	17.5	0.3	4
31.8				

*Screenshot above shows an example of iWorQ's Fleet Replacement calculator, which measures and calculates constantly a piece of equipment or vehicle's Age, Activity, Usage, Cost, and Condition to inform the user when the asset is reaching the point of being more expensive to maintain than to replace.*

**iWorQ's Fleet Management** application is an end-to-end solution to meet the needs for your City. Our application tracks equipment and vehicles by department, license plate, employee, and category. Fleet management is a crucial tool that saves money for your department by tracking work orders, scheduled maintenance, parts and inventory, and fuel usage. Fleet Management application tracks maintenance performed on vehicles and equipment with a work order tracking system. Fleet managers track work completed, maintenance type, vehicle mileage, and hours. After the work order has been created, the user can track parts, mechanics, and purchase orders used to complete the work order.

*Fleet Management can assist in scheduling time to do maintenance, whether it is done by date, mileage, or hours. Users can access schedules to see which vehicles are due for*

## Work Order Management Requirements Cont'd:

*maintenance and iWorQ's web-based system prioritizes the list automatically. Vehicle and equipment users can request service via the web from any web-enabled device.*

*iWorQ's Fleet Management also provides a PM schedule that can import mileage, hours, and day requirement reports to automatically trigger maintenance needs for your fleet vehicles.*

Maintenance Schedule By Mileage						
			Due in	<input type="text" value="3000"/>	Miles	<a href="#">GO</a>
ID	Name	Maintenance Type	Current Mileage	Next Mileage		
12172	Red Truck	Emissions	71,500	1,400	<a href="#">View</a>	<a href="#">Create WO</a>
12161	Steve	A-PM (3K Miles)	121,210	124,000	<a href="#">View</a>	<a href="#">Create WO</a>
14	14	A-PM (3K Miles)	225,000	228,000	<a href="#">View</a>	<a href="#">Create WO</a>
9022	Utility Truck	A-PM (3K Miles)	111,111	114,111	<a href="#">View</a>	<a href="#">Create WO</a>
12161	Steve	Filter Change	121,210	124,210	<a href="#">View</a>	<a href="#">Create WO</a>
3	3	Oil Change	106,000	109,000	<a href="#">View</a>	<a href="#">Create WO</a>

### g. Pars & Materials Inventory

iWorQ provides an integrated Parts and Material inventory system with the Work Order Management enabling live access to parts on hand, which can automatically track unit costs associated to specific work orders. The inventory system provides Purchase Ordering capabilities with automatic re-order notifications. Parts can also be sorted, searched, and organized with categories (i.e. assigned parts to equipment/vehicles, departments, etc.) to provide quick access for work orders.

## **Project Initiation and Management**

Throughout the history of our company, iWorQ's success with adding and maintaining customers can be accredited to our carefully structured methodology and approach with each implementation. Our phased project methodology allows regular checkpoints and frequent opportunities to ensure that both iWorQ's and Brentwood's team members are in sync. During the planning phase, our project teams meet to analyze how each department at Brentwood works today, and how you would like your new system to work going forward. Based on our discussions, we create a project plan, plan configurations, agree on major milestones, and set a project schedule. The project plan will also address communications, managing risk and change management.

Throughout the project, iWorQ and Brentwood project managers hold regular status meetings in which both teams report on progress, tasks, and timelines, as agreed upon during the planning phase and outlined in the project plan. The iWorQ project manager acts as your main point of contact during the project and works with your staff to ensure that adequate communication takes place, ensuring that the project moves along smoothly.

iWorQ has standard documentation (Implementation Guides) to record decisions made during the project. These documents list tasks, person responsibilities, decisions made, etc. We provide you with copies of all our documentation for your project. We also work with you to meet any reporting and documentation requirements.

## **Developing Specific Deliverables for Your Project**

The iWorQ team works with Brentwood's subject matter experts (that you assign) during the initiating and planning phases to determine what deliverables to build for your solution (e.g., reports, automated documents, business rules, dashboards) as described in your RFP.

After we create a deliverable, we test it to ensure it meets your specifications and then pass it to your project team for user acceptance. At that point, you can either accept the deliverable or revise your specifications. If you revise your specifications, we repeat the process as needed.

## **Data Migration**

A Brentwood team member will work closely with our team throughout the data conversion process. They will provide data to us in a format agreed upon during contract negotiations (likely database file backup or flat file format) and assist in reviewing and validating sample conversion data after each iteration.

## **Implementation of the solution**

Your project is configured through a four-phased approach that includes Initiation, Planning, Executing, and Closing phases. Throughout these phases, iWorQ bears the bulk of the project risk. We provide as much training and services as you need to be successful throughout the project.

This section discusses:

Initiation Phase

Planning Phase

Executing Phase

Closing Phase

### **Initiation Phase**

During this phase, we install your software in our secure, hosted (SaaS) data center utilizing Amazon Web Services (AWS). During this phase, you should select Brentwood staff to assist with the project during this phase (referred to as the Brentwood project team). We start by demonstrating the iWorQ applications to your project team. We ask you to complete initial worksheets that allow us to import data into iWorQ dropdown fields. These worksheets are system-agnostic, and do not require that you understand iWorQ data structures to complete this phase.

### **Planning Phase**

During the Planning phase, the iWorQ project team works with selected individuals from Brentwood to analyze how processes within the City of Brentwood work today and how you would like your new system to operate going forward. As part of this, your team should analyze the reports and documents you currently have to determine which ones you need to have in iWorQ. Based on our discussions, we create a project plan that includes project timelines, goals, priorities, and responsibilities. Our project team will work with you to set a clear project plan with detailed requirements. Both project teams follow this plan during the executing phase.

### **Executing Phase**

During the Executing phase, we train your project team and together configure the solution. Concurrent with your system configuration, our data integration team will work with you to build your data interfaces and migrate the data. After our teams complete these tasks, we train your trainers. We provide onsite assistance during go live, so that we can answer questions, resolve any potential issues, and create last-minute configurations.

Your success is our highest priority. While each of our training phases has a specific plan, we provide additional or repeat trainings at no additional cost if necessary for a successful implementation. As a customer, we will provide additional training anytime it is desired for no additional cost. The time completion of project phases is often dependent upon Brentwood's go-live goals and staff availability.

## **Go Live**

Before your office goes live on iWorQ, we will have you sign off on the system configurations and functionality.

## **Closing Phase**

During the closing phase, your iWorQ project team continues to work with you to answer any questions and resolve any configuration questions. We hold a project closure meeting to ensure a smooth transition from our project team to our iWorQ customer support team, who will support you going forward and as long as you are a customer.

## **Training**

Your administrator and other individuals you designate receive several different types of training that cover iWorQ's key functionalities.

Our training involves guiding staff to use iWorQ to complete actual work tasks. Instructors provide personal assistance to attendees, answer specific questions, model examples and exercises, and personalize teaching styles to individual attendees. This informal style helps your staff relax and feel comfortable asking and responding to questions.

### **These trainings are described below:**

**Administrator Training:** Administrator training teaches your iWorQ administrator(s) how to manage iWorQ going forward. This training covers items such as setting up code tables (options in drop-down lists); security rules; and iWorQ tools and utilities.

**Configuration:** During the configuration phase, your administrators and project team make many decisions about configuring iWorQ to make your office its most efficient. During Configuration Training, iWorQ's project team helps trainees understand approaches, methodologies, and best practices for making these decisions and recognizing the ramifications of the decisions they make.

After go live, we offer a variety of continued training options, including webinars or online screen share and we offer an annual, national users' conference to learn new and advanced skills.

## Maintaining and operating the solution

You will not need to do anything to maintain or operate iWorQ with our hosted implementation. To access the application, you just need an internet connection and a PC that meets our minimum requirements.

## Patches and releases

IWorQ practices an agile development methodology, which enables us to quickly respond to the needs of our customers as well as develop enhancements quickly. In order to provide our customers access to the most recently developed enhancements, we release iWorQ in an agile, incremental manner as a feature reaches minimum viability, we release it to our customers, get feedback and iterate on what we have delivered. These releases happen as often as every two weeks, and more frequently if needed.

## Ownership Information & References

Company Name: iWorQ Systems, Inc.  
Established: 2001  
Incorporated State: Utah  
Ownership: S Corporation (Owned by Jared Holland and Garyn Perrett)

### **Agency: Jackson, Tennessee**

**Contact:** Leilani Pittman, Street Department Secretary

**Email:** lpittman@cityofjackson.net

**Telephone:** (731) 425-8541

**Address:** 180 Conalco Dr. Jackson, TN 38301

**Description of Services:** *Utilizing Multiple Work Management Applications (General, Signs, Streets, etc.) Sign Management, Sidewalk Management and Citizen Requests.*

### **Agency: Signal Mountain, Tennessee**

**Contact:** Cathy Campbell, Public Works Assistant

**Email:** [ccampbell@signalmountaintn.gov](mailto:ccampbell@signalmountaintn.gov)

**Telephone:** (423) 531-4740

**Contact:** Kyle Branning, Engineering Technician

**Email:** kbranning@signalmountaintn.gov

**Telephone:** (423) 886-2177 ext. 215

**Address:** 111 Ridgeway Avenue, Signal Mountain, TN 37377

**Description of Services:** *Utilizing Work Management, Fleet Management, Code Enforcement and Permit Management.*

**Agency: Covington, Kentucky**

**Contact:** Kendall Huff, IT Director

**Email:** khuff@covingtonky.gov

**Telephone:** (859) 292-2165

**Address:** 20 West Pike Street, Covington, KY 41011

**Description of Services:** *Utilizing Work Management, Sign Management, Tree Management, Traffic Signal Management, Citizen Engagement, Code Enforcement, Zoning Permit Management.*

**Agency: Campbell, California**

**Contact:** Alex Mordwinow, Public Works Superintendent

**Email:** alexm@cityofcampbell.com

**Telephone:** (408) 866-2127

**Address:** 70 North 1<sup>st</sup> Street, Campbell, CA 95008

**Description of Services:** *Utilizing Work Management, Street Lights, Signals, Trees, Fleet Management, Code Enforcement, and Citizen Requests.*

**Agency: Annapolis, Maryland**

**Contact:** Cindy Tait, Pretreatment Inspector

**Email:** clt@annapolis.gov

**Telephone:** (410) 263-7949

**Address:** 145 Gorman Street, Annapolis, MD 21401

**Description of Services:** *Utilizing Work Management, Signal Management, Facility Management, Sewer Management, Stormwater Management, Fleet Management, Multiple Asset Management Applications, Water Plant Management, Permit Management, Commercial Recycling, and Citizen Requests.*



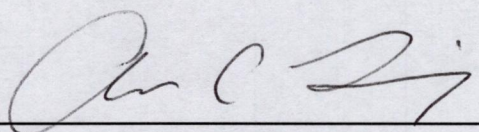
**Exhibit B**

**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

10/3/2019

Date

Adam C. Laing

Printed Name

Vice President

Title

iWork Systems Inc.

Name of Firm/Company



**EXHIBIT A**

**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 Utah )  
County of Cache ) SS  
Affiant, Adam Laing, deposes and makes oath  
that:

(printed name of person signing Affidavit)

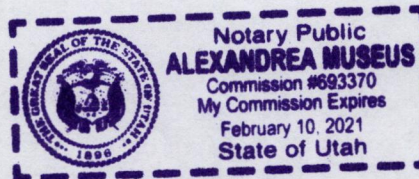
1. He or she is the VP of (Owner or Authorized Partner, Officer, Representative or Agent of Owner) iWord Systems, Inc., (legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation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

[Signature]  
(signature of Affiant)

Vice President  
(title of Affiant)

Sworn and subscribed to before me this 3rd day of October, 2019

My Commission Expires: February 10, 2021





# **Service Agreement for Brentwood, Tennessee**



*Public Works & Community Development Software*

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City of Brentwood	Quote creation: 10/3/2019
5211 Maryland Way Brentwood, TN 37027	Prepared by: Tyler Bingham and Adam Laing

## 1. QUOTE

Brentwood - hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ" headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below: Population: 42,517

<b><u>Public Works Applications and Services</u></b>	<b><u>Package Price</u></b>	<b><u>Billing</u></b>
<b>Public Works Package</b> Package includes: <b>*Work Management</b> <b>*Sign Management</b> <b>*Pavement Management</b> -Available on any computer, tablet, or mobile device using Chrome browser -Track and manage work by location using OpenStreetMap -Work order scheduling and templates -Track inventory, parts, material -Sign Management with OpenStreetMap -Pavement Management with OpenStreetMap	<b>\$6,000</b>	Annual
<b>Sidewalk Management</b> - Available on any computer, tablet, mobile device using Chrome Browser - Track and manage maintenance history - Sidewalk Management with point and line layers	<b>\$2,000</b>	Annual
<b>Storm Water Management</b> -Available on any computer, tablet, or mobile device using Chrome browser -Track assets such as Culverts, Drainage Ditches, and Catch Bains etc. -Maintenance schedules -Configurable dashboard, fields, and reports	<b>\$2,000</b>	Annual
<b>Traffic Signal Management</b> -Available on any computer, tablet or mobile device using Chrome browser -OpenStreetMap with point and line layers -Track work orders and maintenance history	<b>\$2,000</b>	Annual

<b>Brush Collection Program Management</b> - Available on any computer, tablet, mobile device using Chrome Browser - Track and manage maintenance history - OpenStreetMap with point and line layers	<b>\$2,000</b>	Annual
<b>Guardrail Management</b> - Available on any computer, tablet, mobile device using Chrome Browser - Track and manage maintenance history - OpenStreetMap with point and line layers	<b>Included</b>	Annual
<b>Permit Management</b> (Right of Way Permitting and Inspection Management) - Available on any computer, tablet, or mobile device using Chrome browser - Permit Management with OpenStreetMap - Quarterly parcel upload - Form, permit, letter, templates etc. (3 Custom forms)	<b>\$2,000</b>	Annual
<b>Fleet Management</b> -Available on any computer, tablet, or mobile device using Chrome browser -Fuel log tracking and uploads -Work orders for employee cost, inventory, and purchase orders -Manage maintenance schedules -Inventory management -Configurable dashboard, fields, and reports	<b>\$2,000</b>	Annual
<b>ESRI Automated Updates</b> – Live interface with up to 7 applications on the iWorQ Base map with ESRI VIA REST Services	<b>\$2,250</b>	Annual
<b>ANNUAL TOTAL</b>	<b>\$20,250</b>	
System setup, training, configuration, and data conversion	<b>\$14,500</b>	Once
<b>Grand total due</b>	<b>\$34,750</b>	

### 1.1. Notes

- 1- Invoices for \$27,500 will be sent out 2 weeks after execution of the agreement. Terms of the invoicing is Net 30 days. The remaining 50% of the System setup (\$7,250) will be invoiced upon project completion with Net 30-day terms.
- 2- This quote is provided at the customer's request and is good for 90 days.
- 3- Pricing is based on population and number of applications. Removing any items from this quote may require application prices to be updated

## 2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Public Works solution. These can be added to the customer's annual cost, upon request. The services listed below may already be included in the quote in Section 1.

Additional Asset Management Applications	\$2,000 Each	Annual
Onsite Backup – iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500	Annual
Premium Data Package- 25 MB upload and 100 GB total storage. Each additional 100 GB is \$250 annually.	\$1,000	Annual
Additional letters/forms/permits	\$100 each	Annual
Citizen Engagement with Moblie App - Mobile apps for Website, Android and iOS - Available on any computer, tablet or mobile device using Chrome browser - Configurable fields for simple data entry - Citizen account creation and request tracking - Upload images and PDF files - Track request location with X,Y coordinates - Includes Premium Data Package (25 Mb upload and 100 GB total file storage)	\$3,000	Annual

*Additional services will require service fees for implementation and setup at 2/3 of the annual amount per application. Pricing for additional services is locked in for 12 months from the execution date of this agreement.*

## 3. GUIDELINES

### 3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

**Send the signed service agreement to iWorQ Systems:**

**Email: [sales@iworq.com](mailto:sales@iworq.com)**

**Fax: 1 (866) 379-3243**

**Mailing address:**

**PO Box 3784**

**Logan, UT 84323**

**Physical address:**

**1125 W. 400. N. Suite 102**

**Logan, UT 84321**

### 3.2 Billing information

iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at any time by providing iWorQ a 30-day written notice.



### **3.3 Data conversion**

As part of the project set up, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

## **4. SERVICES and SUPPORT**

### **4.1 Data ownership**

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

### **4.2 FREE training**

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

### **4.3 FREE updates**

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

### **4.4 FREE support**

Customer support and training are FREE and available from 6:00 A.M. to 5:00 p.m. Mountain Standard Time.

### **4.5 FREE data back up**

iWorQ does back-ups twice weekly and offsite once weekly.

### **4.6 Proprietary letters/forms**

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

### **4.7 Data upload and storage limits**

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

### **4.8 Software Terms and Limitations**

The iWorQ Software is the proprietary information and a trade secret of iWorQ, Systems Inc. and this agreement grants no title or rights of ownership with the software. The software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws. Customer shall not permit any user or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the iWorQ Software, (b) make alterations to or modify the Software. (c) grant sublicenses, leases or other rights, or (d) permit any party access to the Licensed Software for purposes of programming against it.

## 5. SET-UP & BILLING INFORMATION

### 5.1 Implementation information

Primary Contact(s) \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Additional Contact(s) \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

### 5.2 Billing information

Billing Contact \_\_\_\_\_ Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_ Prefer to receive invoice by email? Yes ☒ No ☐

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PO# \_\_\_\_\_ (if required) Tax exempt ID# \_\_\_\_\_

## 6. SIGNATURE

### BRENTWOOD CITY

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

\_\_\_\_\_  
(Phone) (Mobile) (Email)

\_\_\_\_\_  
(Signature) (Print Name & Title) (Date)

## **Brentwood City Commission Agenda**

**Meeting Date:** 10/14/2019

Resolution 2019-93 - Agreement with Kimley-Horn for Granny White Pike Bike Lane Traffic Analysis

**Submitted by:** Kirk Bednar, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Resolution 2019-93 - Agreement with Kimley-Horn for Granny White Pike Bike Lane Traffic Analysis

#### **Background**

With Granny White Pike scheduled for resurfacing in spring of 2020, staff recently engaged the Kimley-Horn engineering firm to explore the feasibility of implementing on-street bike lanes from Powell Park to Granny White Park. The development of bike lanes along Granny White Pike was a recommendation from the Ad Hoc Bike and Pedestrian Committee and is consistent with the 2030 Plan which includes a policy that all neighborhoods within one mile of a school should have safe bike and pedestrian access to the school. Currently, this corridor includes a sidewalk that is heavily used by pedestrians, but does not provide adequate multi-use facilities to serve both pedestrians and bicycles.

The initial feasibility analysis identified the potential for buffered bike lanes both north and southbound within the existing pavement width via elimination of the center turn lane. However, dedicated left turn lanes would be maintained at intersections via narrowed driving lanes and reduced width bike lanes.

When the concept of bike lanes along Granny White Pike was recently discussed with the City Commission, staff recommended that additional traffic analysis was necessary to more fully study the potential impact of bike lanes on traffic flow and turning movements.

The attached agreement with Kimley-Horn provides for the following:

1. Traffic counts at all intersection along Granny White Pike from the southern entrance to Brentwood Academy to the new signalized intersection at Foxland Hall.
2. Traffic flow observations along this corridor during morning and afternoon peak traffic periods.
3. Development of a traffic analysis report gauging the traffic impact of removing the left turn lane and estimating the needed left turn lane lengths at intersections.

4. A presentation of analysis results to the City Commission.
5. A community meeting, if needed following the City Commission presentation.

The proposed fee for these services is \$20,600. If approved at the October 14, 2019 meeting, traffic counts and corridor observations would occur prior to Thanksgiving. It is expected that the traffic analysis report would be completed by the end of 2019 with a presentation to the Commission at a briefing in January 2020.

### **Staff Recommendation**

Staff recommends approval of the attached resolution.

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### **Fiscal Impact**

**Amount :** \$20,600

**Source of Funds:** Capital Projects Fund

**Account Number:** 311-43100-1001

**Fiscal Impact:**

Sufficient funds are available in the Bikeway Improvements project in the Capital Projects Fund for this study.

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### **Attachments**

Resolution 2019-93

Contract No. 2019-125

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**RESOLUTION 2019-93**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND KIMLEY-HORN & ASSOCIATES, INC. FOR GRANNY WHITE  
PIKE BIKE LANE TRAFFIC ANALYSIS, A COPY OF SAID AGREEMENT BEING  
ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE**

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

**SECTION 1.** That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Kimley-Horn & Associates, Inc. for Granny White Pike bike lane traffic analysis, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

\_\_\_\_\_  
MAYOR Rhea E. Little, III

ADOPTED: \_\_\_\_\_

*Approved as to form:*

\_\_\_\_\_  
RECORDER Holly Earls

\_\_\_\_\_  
CITY ATTORNEY Kristen L. Corn



September 30, 2019

Mr. Kirk Bednar, City Manager  
City of Brentwood  
5211 Maryland Way  
Brentwood, Tennessee 37027

**RE: Professional Services Agreement  
Granny White Pike Traffic Study  
Brentwood, Tennessee**

Dear Mr. Bednar:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Brentwood (“the Client”) for professional consulting services for the referenced project.

### **PROJECT UNDERSTANDING**

In January 2019, Kimley-Horn completed a feasibility study for bicycle facilities along Granny White Pike between Powell Park and Granny White Park for the City of Brentwood. The study evaluated the feasibility of bike lanes and a shared-use path along the corridor. If implemented, either alternative would require the removal of the existing center two-way left turn lane to accommodate the bicycle facility without impact to overhead utilities or right-of-way dedication.

We understand that the City of Brentwood wishes to conduct a traffic study to evaluate the impact of removing the center two-way left turn lane along Granny White Pike between Powell Park and Granny White Park. The length of study is approximately 4,500 linear feet. The study will evaluate the impact of the turn lane removal on vehicular operations along the corridor. At larger intersections and major traffic generators along the corridor, the left-turn lane will be preserved as necessary to accommodate left turn volumes. The study will further analyze queueing at intersections in the vicinity of the study area to evaluate potential impacts and determine recommendations for turn lane storage lengths.

Our Scope of Services, Fee, and Schedule are as follows:

### **SCOPE OF SERVICES**

#### **Task 1 – Project Coordination**

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of project status updates, preparing and distributing deliverables, scheduling of activities, monthly project status reporting, and discussion of any issues during the project.

Kimley-Horn will coordinate and facilitate one (1) project review meeting to discuss the results of the traffic study at the office of either the City of Brentwood or Kimley-Horn (to be determined by City staff). Up to two (2) Kimley-Horn staff will attend the meeting.

## **Task 2 – Data Collection**

### *Task 2.1 – Traffic Counts*

Kimley-Horn, through our subconsultant, will collect weekday AM and PM peak hour turning movement count (TMC) data for the following study intersections in the vicinity of the project corridor:

1. Granny White Pike at Brentwood Academy Southern Driveway
2. Granny White Pike at Johnson Chapel Road
3. Granny White Pike at Belle Rive Drive and McGavock Road
4. Granny White Pike at Granny White Park Driveway
5. Granny White Pike at Foxland Drive

Turning movement counts will be collected between 7:00 AM and 10:00 AM and between 2:30 PM and 6:00 PM to capture the commuter peak hours as well as school pick-up/drop-off periods at nearby Brentwood Academy and Brentwood Middle / High Schools.

### *Task 2.2 – Peak Hour Field Observations*

Kimley-Horn will conduct field observations within the project corridor during the peak periods identified above. The TMC data collected in Task 2.1 will be used to determine the highest-volume periods during which to perform observations. We will document the field observations with written descriptions and photos. Observations will primarily focus on use of the two-way left turn lane throughout the corridor.

## **Task 3 – Traffic Analysis and Memorandum**

Using the data gathered in Task 2, we will complete the following traffic analyses:

- Evaluation of operational impact of two-way left turn lane removal based upon existing traffic volumes
- Queueing analysis for left turn lanes at the study intersections listed in Task 2.1 based upon existing traffic volumes

Kimley-Horn will prepare a technical memorandum for submission to the Client. The memorandum will summarize the analyses performed, the corresponding results, and recommendations for the two-way left turn lane and turn lane storage lengths at intersections as applicable.

## **Task 4 – Public Meetings**

### *Task 4.1 – Commission Meeting*

Kimley-Horn will attend one (1) City Commission meeting and present a summary of the recommendations contained in the previously completed bicycle facility feasibility study and the results of the traffic study. We will prepare graphics in Powerpoint to supplement the presentation. Up to two (2) Kimley-Horn staff will attend the meeting.



#### **Task 4.2 – Community Meeting**

Kimley-Horn will coordinate and facilitate one (1) community meeting at a location to be determined by City staff. Kimley-Horn will prepare the meeting agenda to consist of an open house and a formal presentation. We will prepare a Powerpoint presentation to describe the project goals, the recommendations contained in the previously completed bicycle facility feasibility study, and the recommendations contained in the traffic study. We will prepare graphic illustrations on poster boards depicting the project area, proposed bicycle facility concepts (as depicted in the previous study), peak hour field observations, and traffic analysis results. During the open house period, Kimley-Horn staff will be available to answer individual questions from members of the public. Up to three (3) Kimley-Horn staff will attend the community meeting.

#### **Task 5 – Additional Services**

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings beyond the base scope above
- Additional analyses beyond the base scope above
- Design phase services
- Other services as requested by City staff

### **INFORMATION PROVIDED BY CLIENT**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The following information is requested of the Client:

- Signal timing information at nearby intersections

### **SCHEDULE**

Once given notice to proceed, Kimley-Horn will complete the services listed in Tasks 1 through 4 to meet a mutually agreed upon schedule.

## FEE AND BILLING

Kimley-Horn will perform the Scope of Services in Task 1 through 4 for the total lump sum fee below. Individual task amounts are for information only.

Task 1 – Project Coordination	\$1,500
Task 2 – Data Collection	\$3,800
Task 3 – Traffic Analysis and Memorandum	\$7,500
Task 4 – Public Meetings	
<i>Task 4.1 – Commission Meeting</i>	\$2,500
<i>Task 4.2 – Community Meeting</i>	\$5,300

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Total Lump Sum	\$20,600
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Kimley-Horn will provide the Scope of Services in Task 5 (Additional Services) on a labor fee plus expense basis. Effort associated with Task 5 will not be performed without written authorization from the City.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

## CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, “Consultant” shall refer to Kimley-Horn and Associates, Inc., and “Client” shall refer to the **City of Brentwood, Tennessee**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

\_\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_\_ Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Zachary J. Dufour, P.E.  
Assistant Secretary

Attachment – Standard Provisions

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF BRENTWOOD, TENNESSEE**  
**A City Government**

By: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness

\_\_\_\_\_  
(Print or Type Name)

Official Seal:

**KIMLEY-HORN AND ASSOCIATES, INC.  
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) ~~If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.~~ If either party initiates legal proceedings in regard to this Agreement, the prevailing party may recover, in addition to all amounts due, its reasonable attorney's fees, and other expenses related to the proceedings. Such expenses shall include the cost, based on the Consultant's normal billing rates, or the Client's hourly pay rates plus reasonable overhead, of the time devoted to such proceedings by Consultant's or Client's employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and to the extent permitted by law the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data. Notwithstanding the foregoing, the Consultant acknowledges that records in the Client's custody are subject to the public records laws of the State of Tennessee, and that such laws shall take precedence over the terms and provisions of this section.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. ~~If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.~~

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. ~~Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.~~

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and

specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

**(15) Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy. To the extent that the Consultant prepares contract documents for the Client, it shall be the Consultant's responsibility to include the requirements identified in the foregoing sentence with such contract documents.

**(16) No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

**(17) Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

**(18) Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Tennessee. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



## **Brentwood City Commission Agenda**

**Meeting Date:** 10/14/2019

Approval to Purchase Hydraulic Rescue Tools from Rescue 1

**Submitted by:** Brian Goss, Fire & Rescue

**Department:** Fire & Rescue

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### **Information**

#### **Subject**

Approval to Purchase Hydraulic Rescue Tools from Rescue 1

#### **Background**

The City purchased a new piece of fire apparatus in FY 2019 for the Brentwood Fire and Rescue Department (BFR). This apparatus, Ladder 53, was placed in service this past summer using the tools and equipment formerly carried on Engine 53. Once the tools and equipment were removed, Engine 53 was sent to a repair facility to be refurbished for continued use as a reserve apparatus. Once Engine 53 returns, the original equipment will be pulled from Ladder 53 and placed back on board.

For this reason, \$29,000 was budgeted in the FY 2020 annual operating budget to purchase new tools and equipment to be placed on Ladder 53. BFR traditionally bids loose equipment separately from the apparatus purchase itself in order to obtain the best competitive pricing. One of these items is a rescue tool set commonly referred to as the “Jaws of Life.” These tools are used to extricate persons from various types of entrapment--most commonly as a result of a motor vehicle accident.

The tool sets carried on BFR apparatus include both spreading and cutting appliances. These tools have traditionally been powered by way of a hydraulic pump and hoses connected to the apparatus. New technology, however, has enabled the development of battery-operated equipment to achieve the same—or better—cutting and spreading force without having to be tethered to the responding truck or engine. These have proven to be more flexible, deployable, and adaptable than traditional hydraulic tools.

For these reasons, BFR solicited bids for a battery-operated rescue tool system to include a spreader, cutter, spreader extension, batteries, and chargers. Three bids were received. The lowest and best bid with no exceptions was an Amkus tool set submitted by Rescue 1 out of Lawrenceburg, Tennessee in the amount of \$17,240.00. The lowest bid, in the amount of \$16,222.50, was submitted by Municipal Emergency Services for a Hurst tool set. However, the Hurst set uses a proprietary battery system which will cost significantly more to maintain over the life of the tool than will the Amkus system. Specifically, Hurst batteries cost \$435.00 each compared to the Amkus battery which costs \$35. Additionally,

Amkus accessories and batteries are compatible with other equipment carried within the BFR fleet.

For these reasons, Staff recommends approval to purchase an Amkus rescue tool system from Rescue 1 in the amount of \$17,240.00. Please contact the Fire Chief with any questions.

### **Staff Recommendation**

Staff recommends approval to purchase an Amkus rescue tool set from Rescue 1 in the amount of \$17,240.00

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### **Fiscal Impact**

**Amount :** \$17,240.00

**Source of Funds:** Annual Operating Budget

**Account Number:** 110-42200-83530

**Fiscal Impact:**

Funds are available in the FY 2020 General Fund Budget for this purpose.

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### **Attachments**

Bid Document

Bid Tab

Photos and Specifications

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# **CITY OF BRENTWOOD**

## **Fire & Rescue Department**



### **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 10:15 a.m. Central Time, on Friday, September 20, 2019, for the purchase of a Lithium ion powered hydraulic spreader, cutter, and related accessories as specified herein. Bids must be clearly marked "Sealed Bid: Hydraulic Rescue Tools" on the outside of a sealed envelope, and either mailed or hand delivered to the above address. Faxed, emailed, or other electronically transmitted bids will not be accepted. Request for Bids documents are on file and may be obtained at the Brentwood Fire & Rescue Department, Brentwood Municipal Center, 5211 Maryland Way, Brentwood, Tennessee or downloaded at [www.brentwoodtn.gov](http://www.brentwoodtn.gov).

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. Upon acceptance of a bid, the City reserves the right to negotiate with the submitter for changes in quantities, components or features.

**BRENTWOOD FIRE & RESCUE DEPARTMENT**  
**Brentwood, Tennessee**  
**Request for Bids for a**  
**Lithium ion Powered Hydraulic Spreader, Cutter, and Accessories**

**Intent of Specifications**

The City of Brentwood, 5211 Maryland Way, P.O. Box 788, Brentwood, TN 37024-0788 will receive bids until **10:15 AM on September 20, 2019** for the purchase of a Lithium ion powered hydraulic spreader and cutter set as specified in this document.

For the purposes of this request for bids, the term "City" or "jurisdiction" refers to the City of Brentwood. "Bidder" or "Vendor" refers to the entity submitting a bid in response to this request for bids.

**Payment**

Invoices for equipment shall be submitted to the Brentwood Fire & Rescue Department. Payment will be made within thirty (30) days of receipt and approval of the invoice. Failure to submit timely invoices may result in delay of payment.

**Required Equipment Specifications**

**EXTRICATION SPREADER**

1. The cylinder, body and housing of the tool shall be made of aluminum or aluminum alloy to minimize weight and maximize strength and durability.
2. Spreader arms shall be constructed of metal or aluminum alloy.
3. The Spreader shall have a minimum opening of 25" at the tips.
4. Spreader shall have a maximum spread force of no less than 30,000 lbf.
5. The Spreader shall have a minimum spreading distance of 28" at the tips.
6. Highest Spreading Force (HSF) shall be at least 12,000 lbs.
7. Lowest Spreading Force (LSF) shall be at least 6,500 lbs.
8. Highest Pulling Force (HPF) shall be at least 9,500 lbs.
9. Lowest Pulling Force (LPF) shall be at least 4,800 lbs.
10. Spreader shall be hydraulically operated utilizing a Lithium ion battery power source.
11. Battery must be non-proprietary and readily available locally.
12. Spreader shall come equipped with two (2) batteries and a charger.
13. Spreader shall be supplied with an external AC to DC power supply.

14. Spreader tips must be of a “toothed” design for gripping steel, and a beveled edge to prevent tearing of the material.
15. Spreaders shall have a compatible work light system attached.
16. Extended reach tip extensions providing additional length shall be provided.
17. Spreaders must contain a pressure relief valve.
18. Tool shall not weigh in excess of 55 lbs. excluding battery.
19. The tool must be NFPA 1936; 2015 Edition certified and shall be labelled as such bearing the mark of the testing agency.
20. Full manufacturer’s warranty shall be provided and specified in the bid.

#### **EXTRICATION CUTTER**

1. The cutter shall be designed to be a hydraulically operated piston activating mechanical joints symmetrically via a center bolt design to open or close a set of two opposed blade arms, whereby cutting surfaces travel on top of each other without making contact, thus enabling object to be cut.
2. The cutter shall possess an integrated lighting system.
3. Cylinder of the cutter shall be constructed of aluminum or aluminum alloy.
4. Maximum cutter opening at the tips shall not be less than 5.5 inches.
5. Weight of the cutter shall not exceed 55 pounds excluding battery.
6. Cutter blades shall be constructed of dropped-forged steel.
7. Cutting classification should no less than A5/ B5 / C5 / D5 / E5 as defined in NFPA 1936; 2015.
8. Cutter shall be hydraulically operated utilizing a Lithium ion battery power source.
9. Battery must be non-proprietary and readily available locally.
10. Cutter shall come equipped with two (2) batteries and a charger.
11. Full manufacturer’s warranty shall be provided and specified in the bid.
12. Full manufacturer’s warranty shall be provided and specified in the bid.

## **DELIVERY**

- Maximum delivery time is 45 days after receipt of purchase order. If longer time is required, please note estimated time for delivery on bid form.

## **TERMS AND CONDITIONS**

1. Bids must be submitted on the bid form supplied by the City and bear the handwritten signature of an authorized representative of the firm to be considered valid. Each bid will be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Telephone bids or fax bids will not be accepted. Unless otherwise stated by the City, no bidder may withdraw his bid within a period of sixty (60) days after the date set for the opening of bids.
2. If prices are quoted FOB Brentwood, TN., delivery to City of Brentwood locations shall be without additional charge.
3. Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Procurement Manager. An interpretation of the documents will be made only by addendum issued by the City of Brentwood to each firm to whom an invitation was forwarded. The City will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.
4. Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent.
5. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.
6. Taxes. The City is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.
7. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The City is not responsible for delays in delivery by mail, courier, etc.
8. Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form.
9. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.
10. Charges for boxing or cartage will not be allowed unless previously agreed upon.
11. Default in promised delivery and failure to comply with specifications authorizes the City to purchase supplies elsewhere and charge the difference to defaulting Vendor.
12. Bidder agrees to defend and save City of Brentwood from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patents relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidder's direction.
13. In case of error or discrepancy in the mathematics of the total bid price, the unit prices shall prevail.
14. By submission of a signed bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
15. Contracts and purchases will be made or entered into with the lowest, responsible, compliant bidder meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Brentwood. Responsible bidder is defined as a bidder whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City's needs for a specific contract or purchase order.
16. The City reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its INVITATION TO BID, unless otherwise expressly provided in the INVITATION TO BID. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its INVITATION TO BID.
17. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.
18. The City, in accordance with its governing directives, reserves the right to reject any and all bids, to waive any informality or irregularities in bids and unless otherwise specified by the bidder, to accept any item.
19. This Bid includes an option to allow the City of Brentwood the right to purchase additional equipment. The City's use of this option will be dependent upon the price offered by the vendor and the availability of funding. The City may

exercise this option clause for a period of twelve (12) months after the award of the Bid. The City is aware that costs may increase for equipment manufacture and delivery, and therefore a price adjustment for unit cost may be negotiated between the two parties. Documentation of cost increase is to be provided to the City by the Awarded Bidder as requested.

Bids must be sealed in envelopes marked "Sealed Bid: Hydraulic Rescue Tools -".

Submit bids to:  
Chief Brian Goss, Fire Chief  
5211 Maryland Way  
or mail to P.O. Box 788  
Brentwood, TN 37024-0788.

All bids must be received in this office no later than September 20 at 10:15 a.m. at which time they will be publicly opened.

**ANY QUESTIONS PLEASE CALL:** Chief Brian Goss, (615)371-0170.

# BID FORM

<b>Vendor's name, street address, and mailing address:</b>			
<b>Vendor's contact person's name (printed), title, telephone number and e-mail address:</b>			
<b>Manufacturer or product name of bid product(s) or item(s):</b>			
<b>Does the bidder take any exceptions to the City's invitation to bid, including the requested specifications?</b>	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.		
<b>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?</b>	<input type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder takes no exceptions.		
<b>Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?</b>	<input type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____.		
<b>Estimated time of delivery:</b>	_____ days after receipt of order.		
<b>Last date that bid and associated pricing is valid and may be accepted by the City:</b>	_____		
	_____		
<b>Costs per item</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Cost</b>
Spreader	1	\$ _____	\$ _____
Cutter	1	\$ _____	\$ _____
Extended reach tips	1 set	\$ _____	\$ _____
Battery	4	\$ _____	\$ _____
Charger	2	\$ _____	\$ _____
<b>Total quoted bid price for products:</b>	\$ _____		



<p><b>Are the following included with this Bid Submittal Form in the bid submittal?</b></p> <ul style="list-style-type: none"> <li>• Detailed vendor-supplied description of bid product(s) or item(s);</li> <li>• Specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;</li> <li>• Identification, listing and description of any exceptions to the written specifications as per the instructions therefor;</li> <li>• Iran Divestment Act Certification (Exhibit A); and</li> <li>• Affidavit of Non-Collusion (Exhibit B), executed in full.</li> </ul>	<div><input type="checkbox"/> Yes, see enclosed.</div> <div><input type="checkbox"/> No, bidder chooses not to include all of these documents.</div>
<p><b>Receipt acknowledged of any and all issued addenda to this solicitation:</b></p>	<div><input type="checkbox"/> Addendum No. _____ received.</div> <div><input type="checkbox"/> Addenda Nos. _____ received.</div> <div><input type="checkbox"/> No addenda received.</div>
<p><b>Signature of bidder's authorized representative:</b> 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>	<div>_____</div> <div>(signature)</div>
<p><b>Title of bidder's authorized representative:</b></p>	<div>_____</div>
<p><b>Date of signature:</b></p>	<div>_____</div>

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 \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

Affiant, \_\_\_\_\_, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the \_\_\_\_\_ of \_\_\_\_\_ (Owner or Authorized Partner, Officer, Representative or Agent of Owner) \_\_\_\_\_, (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: \_\_\_\_\_

# BID TABULATION – CITY OF BRENTWOOD

## Hydraulic Rescue Tools

Friday, September 20, 2019 10:15 a.m.

BIDDER	BASE BID	NOTES
Genesis Rescue	\$20,571.50	
Municipal Emergency Services, Inc.	\$16,627.50	
Rescue 1*	\$17,240.00	

\* Apparent Low Bid without exceptions

cc: Kirk Bednar  
Jay Evans  
Richard Parker  
Brian Goss  
Holly Earls (files)

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**ion<sup>2.0</sup>**

## iS280 Spreader

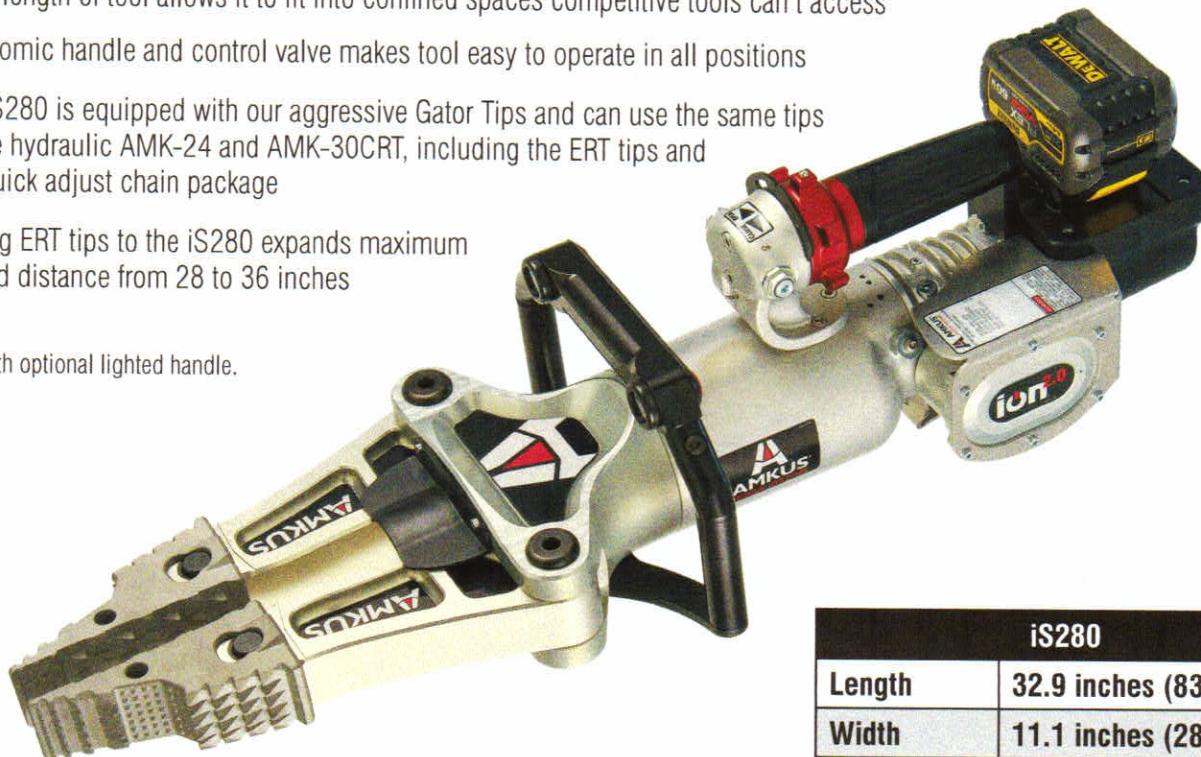
The 60 volt DEWALT FLEXVOLT battery platform operates ION 2.0 tools and will also power both 60 volt and 20 volt DEWALT tools. It is the only battery that automatically changes voltages when you change tools, so you can share batteries between ION 2.0 tools and other tools like saws and drills.

**60 VOLT  
Maximum  
Power**

### ION 2.0 iS280 SPREADER

- Short length of tool allows it to fit into confined spaces competitive tools can't access
- Ergonomic handle and control valve makes tool easy to operate in all positions
- The iS280 is equipped with our aggressive Gator Tips and can use the same tips as the hydraulic AMK-24 and AMK-30CRT, including the ERT tips and the quick adjust chain package
- Adding ERT tips to the iS280 expands maximum spread distance from 28 to 36 inches

Shown with optional lighted handle.



Certified Compliant to  
NFPA 1936, 2015 Edition



iS280	
Length	32.9 inches (836 mm)
Width	11.1 inches (282 mm)
Height	9.6 inches (244 mm)
Weight (excl. battery)	50.5 lbs (22.9 kg)
Weight (ready to use)	52.8 lbs (24.0 kg)
Weight iS280-L (excl. battery)	50.7 lbs (23.0 kg)
Weight iS280-L (ready to use)	53.1 lbs (24.1 kg)
Max Spreading Distance	28 inches (711 mm)
Max Spreading Distance (with optional ERT tips)	36 inches (914 mm)
Battery	DEWALT FLEXVOLT
Battery Voltage	60V
Highest Spreading Force (HSF)	12,720 lbs (56.6 kN)
Lowest Spreading Force (LSF)	6,610 lbs (29.4 kN)
Max Spreading Force	31,940 lbs (142.1 kN)
Highest Pulling Force (HPF)	9,590 lbs (42.7 kN)
Lowest Pulling Force (LPF)	4,960 lbs (22.1 kN)



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amkus.com

4201 Montdale Drive,  
Valparaiso, IN 46383-4098 USA  
800-592-6587 • 219-548-5000

LAA-044 March 5, 2019 Rev00



**ion<sup>2.0</sup>**

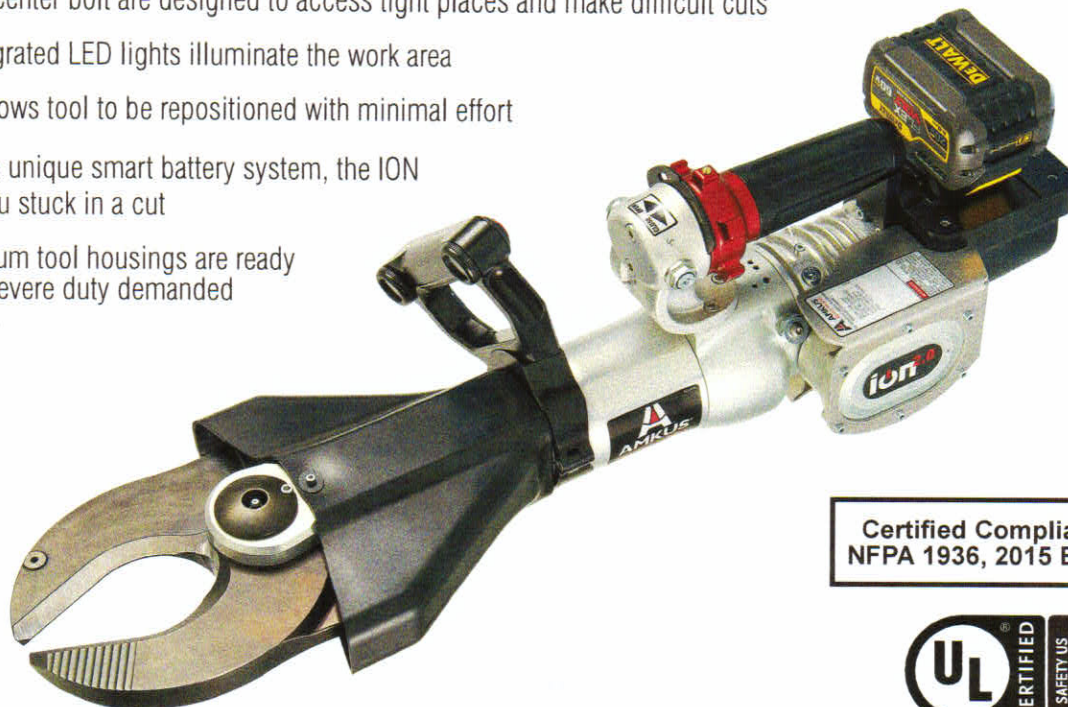
## iC550 CUTTER

The 60 volt DEWALT FLEXVOLT battery platform operates ION 2.0 tools and will also power both 60 volt and 20 volt DEWALT tools. It is the only battery that automatically changes voltages when you change tools, so you can share batteries between ION 2.0 tools and other tools like saws and drills.

**60 VOLT  
Maximum  
Power**

### ION 2.0 iC550 CUTTER

- Cutter blades and center bolt are designed to access tight places and make difficult cuts
- High intensity integrated LED lights illuminate the work area
- Rotating handle allows tool to be repositioned with minimal effort
- Utilizing DEWALT's unique smart battery system, the ION will never leave you stuck in a cut
- ION's solid aluminum tool housings are ready for service in the severe duty demanded by first responders



Certified Compliant to  
NFPA 1936, 2015 Edition



iC550	
Length	30.6 inches (777 mm)
Width	9.5 inches (241 mm)
Height	9.5 inches (241 mm)
Weight (excl. battery)	45.9 lbs (20.8 kg)
Weight (ready to use)	48.2 lbs (21.9 kg)
Cutter Opening	5.8 inches (147 mm)
Cutter Rating	A6/B5/C6/D7/E7
Battery	DEWALT FLEXVOLT
Battery Voltage	60V



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800-592-6587 • 219-548-5000

LAA-041 March 5, 2019 Rev00

**Brentwood City Commission Agenda**

**Meeting Date:** 10/14/2019

Approval to Purchase Twelve (12) Stalker Dual Pro Radar Units for the Police Department.

**Submitted by:** David Gossett, Police

**Department:** Police

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**Information**

**Subject**

Approval to purchase twelve (12) Stalker Dual Pro radar units for the Police Department.

**Background**

The Police Department requests approval for the purchase of 12 Stalker Dual Pro radar units. This purchase is in conjunction with the scheduled replacement of twelve (12) police vehicles in FY 2020. Eleven Stalker Dual Pro radar units will be installed in Dodge Chargers. One Stalker Dual Pro will be installed in a Ford Utility Interceptor.

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

The total cost of this purchase is \$18,582.90. Funding for this purchase will come from the Equipment Replacement Fund as part of the budgeted replacement cost for new police vehicles. Stalker Radar is running a special offer (see attached) which provides one free unit when you buy three, so we are able to purchase 12 units for the price of nine units.

Please contact the Police Chief with any questions.

**Staff Recommendation**

Staff recommends approval of the purchase of 12 Stalker Radars from Applied Concepts, Inc. pursuant to the statewide contract.

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**Fiscal Impact**

**Amount :** \$18,582.90

**Source of Funds:** Equipment Replacement Fund

**Account Number:** 310-42100-89520

**Fiscal Impact:**

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

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**Attachments**

Radar Picture  
State Contract  
Stalker Quote  
Special Offer

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

**Statewide Multi-Year Contract Issued to:**

Applied Concepts Inc  
855 E Collins Blvd

Richardson, TX 75081-2251

Vendor ID: 0000001380

**Contract Number: 0000000000000000000061498**

Title: SWC 349 Police Radars & Lidars

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

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

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

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

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

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

**Contract Contact Information:**

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

Line Information

**Line 1**

Item ID: 1000184808

*Stalker Dual SL*

Unit of Measure: EA

Vendor Item/Part #: 805-0022-00

Manufacturer Item #:

Unit Price: \$ 0

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

**Line 2**

Item ID: 1000184809

*Stalker Dual DSR*

Unit of Measure: EA

Vendor Item/Part #: 806-0022-00

Manufacturer Item #:

Unit Price: \$ 0

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

**Line 3**

Item ID: 1000184810

*Stalker DSR 2X*

Unit of Measure: EA

Vendor Item/Part #: 807-0002-00

Manufacturer Item #:

Unit Price: \$ 0

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

**Line 4**

Item ID: 1000184811

*Stalker II SDR*

Unit of Measure: EA

Vendor Item/Part #: 803-0005-00

Manufacturer Item #:

Unit Price: \$ 0

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

**Line 5**

Item ID: 1000184812

*Stalker II MDR*

Unit of Measure: EA

Vendor Item/Part #: 803-0002-00

Manufacturer Item #:

Unit Price: \$ 0

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

**Line 6**

Item ID: 1000184813

*Stalker Patrol*

Unit of Measure: EA

Vendor Item/Part #: 809-0002-00

Manufacturer Item #:

Unit Price: \$ 0

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

**Line 7**

Item ID: 1000184814

*Stalker RLR*

Unit of Measure: EA

Vendor Item/Part #: 808-6125-00

Manufacturer Item #:

Unit Price: \$ 0

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

**Line 8**

Item ID: 1000184815

*Stalker XLR*

Unit of Measure: EA

Vendor Item/Part #: 808-5025-00

Manufacturer Item #:

Unit Price: \$ 0

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

**Line 9**

Item ID: 1000184816

*Stalker XS*

Unit of Measure: EA

Vendor Item/Part #: 808-4025-00

Manufacturer Item #:

Unit Price: \$ 0

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

**Line 10**

Item ID: 1000184817

*Stalker Parts and Accessories - 5% Off*

Unit of Measure: EA

Vendor Item/Part #: STALKER\_PARTS\_ACCESSORIES

Manufacturer Item #:

Unit Price: \$ 0

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



applied concepts, inc.

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

National Toll Free: 1-800- STALKER

Inside Sales Partner: Dan Troutt  
972-801-4888

QUOTE  
# 2032521

Page 1 of 2

Date: 09/25/19

Reg Sales Mgr: Debbie Aull  
214-551-5538

Effective From : 09/25/2019

Valid Through: 12/16/2019

Lead Time: 21 working days

<b>Bill To:</b> Brentwood Police Dept PO Box 788 Brentwood, TN 37024-0788	<b>Customer ID:</b> 105294  Accounts Payable	<b>Ship To:</b> Brentwood Police Dept 5211 Maryland Way Brentwood, TN 37027-5011	<i>UPS Ground</i>  David Gossett
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	9	805-0022-00	Dual - 2 Antenna Radar System	36	\$1,900.00	\$17,100.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	9	200-0998-20	Dual Enhanced Counting Unit, 1.5 PCB			\$0.00
2	9	200-0996-30	Dual Modular Display,Bright LEDs			\$0.00
3	18	200-1237-35*	Dual Ka Antenna			\$0.00
4	9	200-0920-00	Dual SL Remote Control w/Screw Latch			\$0.00
5	9	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
6	9	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
7	9	200-0243-00	Counting/Display Tall Mount			\$0.00
9	9	200-0245-00	Antenna Tall Deck Mount			\$0.00
10	9	200-0648-00	Display Sun Shield			\$0.00
11	9	155-2055-08	Antenna Cable, 8 Ft			\$0.00
12	9	155-2055-16	Antenna Cable, 16 Ft			\$0.00
13	9	155-2283-70	CAN/VSS Cable with Voltage Detection			\$0.00
14	9	200-0820-00	Dual Manual Kit			\$0.00
15	9	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
16	9	060-1000-36	36 Month Warranty			\$0.00
17	9	155-2211-00	Remote Display Interconnect Cable		\$56.80	\$511.20
18	9	200-0886-00	Antenna Glass Suction Cup Mount		\$62.40	\$561.60
Group Total						\$18,172.80

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	3	805-0022-00	Dual - 2 Antenna Radar System	36		\$0.00
Ln	Qty	Part Number	Description		Price	Ext Price
19	3	200-0998-20	Dual Enhanced Counting Unit, 1.5 PCB			\$0.00
20	3	200-0996-30	Dual Modular Display,Bright LEDs			\$0.00
21	6	200-1237-35*	Dual Ka Antenna			\$0.00
22	3	200-0920-00	Dual SL Remote Control w/Screw Latch			\$0.00
23	3	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
24	3	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
25	3	200-0243-00	Counting/Display Tall Mount			\$0.00
27	3	200-0245-00	Antenna Tall Deck Mount			\$0.00
28	3	200-0648-00	Display Sun Shield			\$0.00

\*\* Continued on Next Page \*\*



applied concepts, inc.

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

National Toll Free: 1-800- STALKER

Inside Sales Partner: Dan Troutt  
972-801-4888

QUOTE  
# 2032521

Page 2 of 2

Date: 09/25/19

Reg Sales Mgr: Debbie Aull  
214-551-5538

Effective From : 09/25/2019

Valid Through: 12/16/2019

Lead Time: 21 working days

<b>Bill To:</b> Brentwood Police Dept PO Box 788 Brentwood, TN 37024-0788	<b>Customer ID:</b> 105294  Accounts Payable	<b>Ship To:</b> Brentwood Police Dept 5211 Maryland Way Brentwood, TN 37027-5011	<i>UPS Ground</i>  David Gossett
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	3	805-0022-00	Dual - 2 Antenna Radar System	36		\$0.00
Ln	Qty	Part Number	Description		Price	Ext Price
29	3	155-2055-08	Antenna Cable, 8 Ft			\$0.00
30	3	155-2055-16	Antenna Cable, 16 Ft			\$0.00
31	3	155-2283-70	CAN/VSS Cable with Voltage Detection			\$0.00
32	3	200-0820-00	Dual Manual Kit			\$0.00
33	3	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
34	3	060-1000-36	36 Month Warranty			\$0.00
35	3	155-2211-00	Remote Display Interconnect Cable		\$56.80	\$170.40
36	3	200-0886-00	Antenna Glass Suction Cup Mount		\$62.40	\$187.20
<b>Group Total</b>						<b>\$357.60</b>

Product	\$18,530.40	Sub-Total:	\$18,530.40
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$52.50
		<b>Total: USD</b>	<b>\$18,582.90</b>

Vehicle Information:  
2019 Dodge Charger

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



**BUY GET**  
**3 1**  
 or more **FREE!**

Buy any 3  
 Stalker Ka-Band  
 Dash-Mount  
 Radar and Get  
 1 FREE



## Stalker 2X

Two full direction-sensing radar in one compact unit.  
 Now featuring DUAL ZONE Technology.

- 4 target-zone monitoring
- Direction sensing Technology
- Rear traffic warning feature for safety
- Cordless infrared remotes
- Waterproof digital antenna
- Small detachable display unit
- 3 year full warranty



## Stalker DSR

Highly accurate and effective direction-sensing radar.  
 Simple, accurate, and automatic.

- Direction sensing technology
- Same-lane tracking operation
- Waterproof digital antenna
- Small detachable display unit
- Cordless infrared remote
- 3 year full warranty



## Stalker DUAL

The industry standard for moving police radar with the best range and performance.

- Industry leading performance
- Intelligent tracking
- Strongest and faster targets
- Waterproof digital antenna
- Small detachable display unit
- Cordless infrared remote
- 3 year full warranty

[Click here to get started >>](#)

***ACT NOW! Offers expire December 15, 2019***

Limit of 7 free units per department.

No mix-and-match, cannot be combined with other discounts.

**[Click here for more information on the powerful Stalker Radar](#)**

---

**Need more information?** Just give us a call!



Debbie Aull  
Regional Sales Manager  
Email: [aull@stalkerradar.com](mailto:aull@stalkerradar.com)  
Cell: 214-551-5538



Dan Troutt  
Inside Sales Partner  
Email: [dan@stalkerradar.com](mailto:dan@stalkerradar.com)  
Phone: 1-800-782-5537 ext. 188

## **Brentwood City Commission Agenda**

**Meeting Date:** 10/14/2019

Approval for Purchase of Twelve (12) Panasonic Arbitrator Camera Systems for the Police Department

**Submitted by:** David Gossett, Police

**Department:** Police

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### **Information**

#### **Subject**

Approval of purchase of twelve (12) Panasonic Arbitrator camera systems for the Police Department

#### **Background**

The Police Department requests approval for the purchase of 12 Panasonic Arbitrator 360 HD camera systems. This purchase is in conjunction with replacement of 12 patrol vehicles.

Insight Public Sector is the vendor that was awarded the contract under OMNIA (formerly US Communities Government Purchasing Alliance) for the Panasonic Arbitrator 360 HD camera system. The City of Brentwood is a member of the purchasing alliance and purchases made through it meet the competitive bidding requirements under state law.

The Panasonic Arbitrator camera system is the standardized camera system used in all Police Department patrol vehicles. Maintaining a single camera format in all patrol vehicles allows for use of a single database for storage of all video files and makes maintenance and repair much easier.

The total cost for each unit is \$ 5,825.92, which includes the Arbitrator 360 HD camera system, back seat camera, dual wireless microphone kit, G Force sensor, charge guard and maintenance agreement. The total cost for 12 units will be \$69,911.04. Funding for this purchase will come from the Equipment Replacement Fund as part of the budgeted purchase price for new patrol vehicles.

Please contact the Police Chief with any questions.

### **Staff Recommendation**

Staff recommends approval of the purchase of 12 Panasonic Arbitrator 360 HD camera systems from Insight Public Sector.

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### **Fiscal Impact**

**Amount :** \$69,911.04

**Source of Funds:** Equipment Replacement Fund

**Account Number:** 310-42100-89520

**Fiscal Impact:**

Replacement of in-car video camera systems is included in the budgeted replacement cost for police patrol vehicles within the Equipment Replacement Fund.

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### **Attachments**

Picture

Quote

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Panasonic

Real HD

Panasonic WJ-VR30

SER  
NO MFA 00017



READY BUSY UPLOAD

SSD [1] [2]

LAN PC

1 2

WIRELESS

PoE

LINK/ACT

FRONT

1 2 3 4

OTHERS

1 2 3 4

**SOLD-TO PARTY** 10362983

CITY OF BRENTWOOD  
5211 MARYLAND WAY  
BRENTWOOD TN 37027-5011

**SHIP-TO PARTY**

CITY OF BRENTWOOD  
5211 MARYLAND WAY  
BRENTWOOD TN 37027-5011

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : Insight Assigned Carrier/Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).  
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

**Quotation**

**Quotation Number** : 221585118  
**Document Date** : 26-SEP-2019  
**PO Number** :  
**PO Release** :  
**Sales Rep** : Ashley McDonald  
**Email** : [ASHLEY.MCDONALD@INSIGHT.COM](mailto:ASHLEY.MCDONALD@INSIGHT.COM)  
**Telephone** : 8004674448  
**Sales Rep 2** : Robert Goldsobel  
**Email** : [ROBERT.GOLDSOBEL@INSIGHT.COM](mailto:ROBERT.GOLDSOBEL@INSIGHT.COM)  
**Telephone** : 4804096564

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">ARB-KIT-HD</a>	ARBITRATOR MK3 HD CAMERA 256 GB SSD WIRELESS 1 INTEGRATED OPTION OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	12	4,177.47	50,129.64
<a href="#">ARB-M90</a>	900 MHZ WIRELESS MICROPHONE FULL KIT OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	24	498.01	11,952.24
<a href="#">ARB-SOFICVOPBUN1</a>	IN-CAR VIDEO UEMS1 ON PREM STORAGE BUNDLE PER DEVICE YEAR 1 (INCLUDES DEVICE L OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	12	75.96	911.52
<a href="#">ARB-WV-VC31-C</a>	BACK SEAT CAMERA INCLUDES PERPCABLE OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	12	349.38	4,192.56
<a href="#">TGS-3DP</a>	G-FORCE SENSOR / ARBITRATOR VEHICLE OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	12	227.09	2,725.08
Product Subtotal				68,999.52
Services Subtotal				911.52
TAX				0.00
Total				69,911.04

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ashley McDonald  
8004674448  
[ASHLEY.MCDONALD@INSIGHT.COM](mailto:ASHLEY.MCDONALD@INSIGHT.COM)  
Fax 4807608991

---

Robert Goldsobel  
4804096564  
[ROBERT.GOLDSOBEL@INSIGHT.COM](mailto:ROBERT.GOLDSOBEL@INSIGHT.COM)

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: [http://www.insight.com/en\\_US/help/terms-of-sale-products-ips.html](http://www.insight.com/en_US/help/terms-of-sale-products-ips.html)



**Brentwood City Commission Agenda**

**Meeting Date:** 10/14/2019

Approval to Purchase Eleven (11) Light Bar Packages for the Police Department Under State Contract

**Submitted by:** David Gossett, Police

**Department:** Police

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**Information**

**Subject**

Approval to purchase eleven (11) light bar packages for the Police Department under state contract.

**Background**

The Police Department requests approval for the purchase of eleven (11) Whelen Legacy light bar packages. This purchase is in conjunction with the scheduled replacement of 11 Dodge Charger patrol vehicles in FY 2020. The light bar package includes the Whelen Legacy light bar, carbide siren controller, siren speaker, rear deck, and push bumper lights with mounting brackets. Truckers Lighthouse is the vendor that has been awarded the Tennessee statewide purchasing contract (SWC202, #64203) for Whelen Legacy police products.

The cost per unit for the Whelen light bar package is \$4,115.40, bringing the total cost for 11 units to \$45,269.40. Funding for this purchase will come from the Equipment Replacement Fund as part of the budgeted replacement cost for the new police vehicles.

Please contact the Police Chief with any questions.

**Staff Recommendation**

Staff recommends approval of the purchase of 11 Whelen Legacy light bar packages from Truckers Lighthouse pursuant to the statewide contract.

---

**Fiscal Impact**

**Amount :** \$45,269.40

**Source of Funds:** Equipment Replacement Fund

**Account Number:** 310-42100-89520

**Fiscal Impact:**

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

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**Attachments**

Light bar photo

Siren controller photo

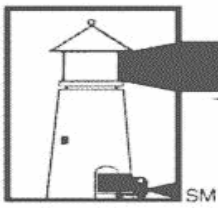
Light bar package quote

State Contract

---







# Truckers Lighthouse

Police & Fire Lighthouse

1213-A Foster Avenue - Nashville, TN 37210

Phone 615.255.5868 - Fax 615.255.5901

Sales 800.489.1333

www.truckerslighthouse.com

## Quote

Order No: 0055645

Order Date: 09/20/2019

Cust No: BREPOL

### Sold To:

**BRENTWOOD POLICE DEPT**  
P.O. BOX 788  
BRENTWOOD, TN 37024

### Ship To:

**BRENTWOOD POLICE DEPT**  
5211 MARYLAND WAY  
BRENTWOOD, TN 37027

**Confirm To:** Captain Martin Lyles

**Comment:** CARBIDE CHARGER

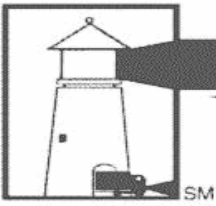
### Vin #

**Notes** DAVID GOSSETT

Customer P.O.	Ship VIA	Invoked By	Salesperson	Terms
CARBIDE CHARGER	INSTALL	ANDY	0003	NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
INSTALL DONATED DUO LEGACY BAR, CARBIDE SIRE, 1 SA315P SPEAKER, 1 SAK1						
WHEGB8EEEE	EACH	1	0	0	1,789.00	1,789.00
48" LEGACY DUO BLUE/WHITE CORN						
WHESTPLP82	EACH	1	0	0	45.00	45.00
DODGE CHARGER 2011-PRES INTERC						
WHESA315P	EACH	1	0	0	110.00	110.00
1ST 100 WATT SPEAKER						
WHESAK1	EACH	1	0	0	20.00	20.00
SA-315 MOUNT KIT UNIVERSAL						
WHECCSRNT5	EACH	1	0	0	580.00	580.00
CARBIDE SIREN W/CANPORT & T/A						
WHESA315P	EACH	1	0	0	130.00	130.00
2ND SPEAKER						
WHESAK1	EACH	1	0	0	23.00	23.00
SA-315 MOUNT KIT UNIVERSAL						
WHEI2E	EACH	2	0	0	97.80	195.60
DUO LINEAR ION BLUE/WHITE BLK						
WHECCSRN4DA	EACH	1	0	0	179.40	179.40
WC EXTERNAL AMPLIFIER						
WHEISSB	EACH	10	0	0	0.00	0.00
BLUE SOLO INNER EDGE MODULE						
WHEISSA	EACH	2	0	0	0.00	0.00
AMBER SOLO INNER EDGE MODULE						

Continued



# Truckers Lighthouse

Police & Fire Lighthouse

1213-A Foster Avenue - Nashville, TN 37210

Phone 615.255.5868 - Fax 615.255.5901

Sales 800.489.1333

www.truckerslighthouse.com

## Quote

Order No: 0055645

Order Date: 09/20/2019

Cust No: BREPOL

**Sold To:**

BRENTWOOD POLICE DEPT  
P.O. BOX 788  
BRENTWOOD, TN 37024

**Ship To:**

BRENTWOOD POLICE DEPT  
5211 MARYLAND WAY  
BRENTWOOD, TN 37027

**Confirm To:** Captain Martin Lyles

**Comment:** CARBIDE CHARGER

**Vin #**

**Notes** DAVID GOSSETT

Customer P.O.	Ship VIA	Invoiced By	Salesperson	Terms		
CARBIDE CHARGER	INSTALL	ANDY	0003	NET 30		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
WHEIS358 RST CHARGER BRACKET	EACH	1	0	0	0.00	0.00
WHETLI2E T-ION DUO B/W SIDE PB	EACH	2	0	0	94.20	188.40
WHEITRAYW12 INNER EDGE RST WC 12-LT TRAY	EACH	1	0	0	855.00	855.00

Order Pulled & Verified by: \_\_\_\_\_

Page 2 of 2

Net Order: 4,115.40

Freight: 0.00

Sales Tax: 0.00

Order Total: \$4,115.40

Deposits on special order items (/SN) are NON-REFUNDABLE. Quotes expire 6 months from date of quote. If orders are not picked up in 30 days, order is cancelled. Refunds will NOT be issued on cancelled orders.



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

**Statewide Multi-Year Contract Issued to:**

Truckers Lighthouse Inc  
201 Crutchfield Ave  
Nashville, TN 37210

Vendor ID: 0000001103

**Contract Number: 0000000000000000000064203**

Title: SWC202 Emergency Equipment

Start Date : September 09, 2019 End Date: July 31, 2022  
Two Options to Renew

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

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

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

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



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

**Contract Contact Information:**

State of Tennessee  
Department of General Services, Central Procurement Office  
Contract Administrator: Michael Neely  
3rd Floor, William R Snodgrass, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102  
Phone: 615-741-5971  
Fax: 615-741-0684

Line Information

**Line 1**

Item ID:

*APCAT-Audio/Visual Products for Emergency Vehicles and Public Works - 40% Discount From Whelen Catalog*

Unit of Measure: EA

Unit Price: \$ 0

**Line 2**

Item ID:

*Quantity Breaks - 25+ of the same item recieves an additional 4% discount per order.*

Unit of Measure: EA

Unit Price: \$ 0

APPROVED: \_\_\_\_\_ BY: \_\_\_\_\_  
CHIEF PROCUREMENT OFFICER PURCHASING AGENT DATE

**Brentwood City Commission Agenda**

**Meeting Date:** 10/14/2019

Approval of purchase of services from Presidio for Active Directory upgrade.

**Submitted by:** Michele Kramer, Technology

**Department:** Technology

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**Information**

**Subject**

Approval of Purchase of services from Presidio for Active Directory upgrade.

**Background**

With limited staffing, there are occasionally situations when the Technology Department staff does not have the knowledge or experience needed to work on some of the advanced networking infrastructure, firewalls, network storage and other specialized software. Presidio is a firm with a local office that has assisted Technology Department staff on several occasions with this specialized work. The Presidio engineers are extremely knowledgeable about the intricate technologies that the City of Brentwood uses. They are also quick to respond to any emergency situations as needed.

The FY 2020 budget includes funding to upgrade the City's Active Directory system. Active Directory (AD) is a service developed by Microsoft for Windows domain networks. It authenticates and authorizes all users and computers in a Windows networking environment by assigning and enforcing security policies for all computers and installing or updating software.

The cost for this project is \$11,405. This purchase will be made pursuant to the Tennessee NASPO ValuePoint Cisco AR233 (14-19) Contract, #56718; therefore, it is exempt from competitive bidding requirements.

Please contact the Technology Director with any questions.

**Staff Recommendation**

Staff recommends the purchase of the active directory upgrade.

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**Fiscal Impact**

**Amount :**           \$11,405

**Source of Funds:** General Fund

**Account Number:** 110-41640-82599

**Fiscal Impact:**

Funds are available in the adopted budget for this purpose

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**Attachments**

AD upgrade

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**TO:** City of Brentwood  
Dan Harrison  
5211 Maryland Way  
Brentwood, TN 37027  
  
Dan.Harrison@brentwoodtn.gov  
(p) 615-371-2221

**FROM:** Presidio Networked Solutions  
Eddie Orfale  
12 Cadillac Drive  
Suite 130  
Brentwood, TN 37027  
  
eorfale@presidio.com  
(p) 407.641.0550

**BILL TO:** City of Brentwood  
Accounts Payable Michelle  
PO BOX 788  
Brentwood, TN 37024  
  
kkramerm@brentwood-tn.org  
(p) (615) 371-7000

**SHIP TO:** City of Brentwood  
Dan Harrison  
5211 Maryland Way  
Brentwood, TN 37027  
  
Dan.Harrison@brentwoodtn.gov  
(p) 615-371-2221

**Customer#:** CITYO509

**Contract Vehicle:** Tennessee NASPO ValuePoint Cisco AR233 (14-19)  
TN# 56718

**Account Manager:** Keith Dittmer

**Inside Sales Rep:** Eddie Orfale

**Title:** City of Brentwood - AD Upgrade Health check v3

#	Part #	Description	Unit Price	Qty	Ext Price
1	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$2,851.25	1.0000	\$2,851.25
		<b>Deliverable:</b> Project Start			
2	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$8,553.75	1.0000	\$8,553.75
		<b>Deliverable:</b> Project Closure			

			<b>Sub Total:</b>	<b>\$11,405.00</b>
			<b>Grand Total:</b>	<b>\$11,405.00</b>

This quote is governed by Terms and Conditions of NASPO ValuePoint Cisco Contract AR233 (14-19) Tennessee Contract #56718  
Standard-Terms-for-Purchase-of-Services or Goods  
Quote valid for 30 days from date shown above.  
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:  
Presidio Networked Solutions LLC  
8161 Maple Lawn Blvd., Suite 150  
Fulton, MD 20759-2588

Pursuant to this contract your PO must reflect the following contract:  
NASPO ValuePoint Cisco Contract AR233 (14-19) Tennessee Contract # 56718

Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G  
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)  
Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

**Brentwood City Commission Agenda**

**Meeting Date:** 10/14/2019

Appointment of One (1) Member to the Historic Commission

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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**Information**

**Subject**

Appointment of one (1) member to the Historic Commission

**Background**

At the October 14, 2019 meeting, the City Commission is scheduled to appoint one (1) member to the Historic Commission. Applicants must be residents of the City of Brentwood. The appointee will serve an unexpired term ending on February 28, 2021.

Notice of the upcoming appointment and process/deadlines for applications were published in the Tennessean's Williamson section and posted on the City's website ([www.brentwoodtn.gov](http://www.brentwoodtn.gov)) and on the Brentwood City Government Cable Channel (BTV).

The interested persons are:

1. Mitali Goray
2. Katrina Hande
3. Gini Moonshower
4. Allison Spears
5. Tara Volpintesta

The applications are attached.

**Staff Recommendation**

n/a

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**Fiscal Impact**

**Attachments**

Applications

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**From:** [tech@brentwoodtn.gov](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Thursday, September 12, 2019 12:37:52 PM

---

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

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

**Form Name:** Board and Commission Applicant Information Sheet  
**Date & Time:** 09/12/2019 12:37 PM  
**Response #:** 152  
**Submitter ID:** 15099  
**IP address:** 98.193.195.70  
**Time to complete:** 7 min. , 22 sec.

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#### Survey Details

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##### Page 1

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**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:**

☐ Historic Commission

**What is your name?**

Mitali Goray

**Spouse's name (if applicable)?**

Ranjit Goray

**Address:**

1813 Ivy Crest Drive, Brentwood TN 37027

**Phone Number:**

6156686580

**Email address:**

mitaligoray@gmail.com

**Employment Status:**

(O) Homemaker

**Current Employer or Former Employer if Retired**

Calvary Young Childrens school

**Job Title**

PreK teacher

**Spouse's Current Employer or Former Employer if Retired:**

Hitachi solutions

**Spouse's Job Title:**

Ecommerce Depar

**How many years have you lived in Brentwood?**

1

**Please provide a detailed description of your community involvement below:**

Currently I am on the social committee for the Taramore subdivision, in which I help with planning different social events for our community.

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

I would like volunteer on this board to be more involved with the community.

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

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

No

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

No

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

No

**By submitting this application, I confirm that the above information is true and correct. 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**

---

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**From:** [tech@brentwoodtn.gov](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Thursday, August 15, 2019 2:14:40 PM

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**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:** 08/15/2019 2:14 PM  
**Response #:** 150  
**Submitter ID:** 14839  
**IP address:** 2600:1702:12e0:c410:ccbf:f9b8:cd63:7a20  
**Time to complete:** 6 min. , 41 sec.

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#### Survey Details

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##### Page 1

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**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:**

☐ Historic Commission

**What is your name?**

Katrina Hande

**Spouse's name (if applicable)?**

Ronald Hande

**Address:**

900 Creekwood Ct

**Phone Number:**

615-948-7934

**Email address:**

redskygurlga@gmail.com

**Employment Status:**

(O) Retired

**Current Employer or Former Employer if Retired**

IRS

**Job Title**

Analyst

**Spouse's Current Employer or Former Employer if Retired:**

GM

**Spouse's Job Title:**

Engineer

**How many years have you lived in Brentwood?**

27 years

**Please provide a detailed description of your community involvement below:**

While raising my children I worked fulltime but volunteered at their respective schools, with the PTO, and as a Girl Scout leader. I was actively involved in opening Edmondson Elementary, Woodland Middle and Ravenwood High.

I also held volunteer positions at my church such as editor of the newsletter. We participated regularly in community events such as the building of the Leathers playground at Crockett Park and summer concerts.

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

When my youngest daughter graduated from Ravenwood in 2005, I took a job promotion that required me to move to Atlanta. Although I spent the majority of my time there, we kept our home in Brentwood where my husband chose to live. I retired in 2018 and have fully relocated back to Brentwood. Since reacquainting myself with my community, I have become very concerned with the loss of so many of the quaint and historical landmarks in our city and surrounding areas.

As a lifelong student of history, the charm and beauty of middle Tennessee became somewhat of an obsession when I first moved here. I read everything I could get my hands on about the area and spent hours and hours visiting historical sites, whether homes, abandoned cemeteries, barns, whatever. Having returned to the area, I am constantly assessing the changes to the landscape, realizing many are for the better but also mourning the loss of so many fond memories.

I am also an ardent genealogist having recently discovered unknown historical ties to the area. My husband's ancestors were Revolutionary War land grant recipients and their land spanned the length of Mill Creek through Rutherford and Williamson counties. We have located 3 family cemeteries. We had no idea about this connection to the area when we moved here but it surely explains how inexplicably drawn to Brentwood we were!

I know I can leverage these passions as a member of this board.

**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](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Thursday, August 15, 2019 5:16:53 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:** 08/15/2019 5:16 PM  
**Response #:** 151  
**Submitter ID:** 14843  
**IP address:** 2601:484:c200:6135:696b:3d1b:d83b:5094  
**Time to complete:** 5 min. , 13 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:**

☐ Historic Commission

**What is your name?**

Gini Dawson Moonshower

**Spouse's name (if applicable)?**

Thomas Moonshower

**Address:**

1221 KNOX VALLEY DR

**Phone Number:**

(615)419-1146

**Email address:**

gini.moonshower@gmail.com

**Employment Status:**

(o) Employed

**Current Employer or Former Employer if Retired**

Williamson County Schools

**Job Title**

English Teacher- WCS Online Program

**Spouse's Current Employer or Former Employer if Retired:**

SunTrust

**Spouse's Job Title:**

Financial Advisor

**How many years have you lived in Brentwood?**

34 Years

**Please provide a detailed description of your community involvement below:**

City of Brentwood, TN Historic Commission 2014 Fundraising Event Committee Member for opening of Ravenswood Mansion and Smith Park

Lipscomb Elementary School PTO Board Member, Fundraising Chair and President 2012-2017

Lipscomb Elementary 150th Celebration Chair 2016

"Williamson County Schools Shining Apple Volunteer of the Year" award 2017

Brentwood Middle and Brentwood High School Volunteer (Current)

YMCA Center for Civic Engagement Board Member and inaugural Annual Dinner Chair

"YMCA Center For Civic Engagement Volunteer of the Year" award 2014

Otter Creek Church of Christ member and Youth and Children's Volunteer (Current)

Grant Writer and Volunteer for the Otter Creek Preschool and Kindergarten 2010-2012

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

My parents moved to Brentwood shortly after its incorporation and have been active members of the community ever since. As a child we would hike along the Little Harpeth near the Boiling Spring Academy, where now my children are able to enjoy the bike path and learn about the history of the schoolhouse. In elementary school I learned of the history of William Lipscomb and the different buildings that have housed Lipscomb Elementary, information which proved to be invaluable at the 150th celebration of the school while my children attended there. My earliest memories of my love of books were going to the old library in the white house now a part of Brentwood Methodist, and then the Maryland Way Park, and now just down the street from my home where my boys spent countless hours playing by the creek. My father's environmental engineering business for many years was housed at the former city wastewater treatment plant, where I spent many days exploring, is now Deerwood Arboretum. While a student at Brentwood High School, I have fond memories of serving as a docent for the historic tour of homes with the History Club under the tutelage of Sarah Bayrd, where my oldest son just began his high school career. We recently celebrated my parents' 50th wedding anniversary and commemorated with photos taken at Smith Park near Ravenswood Mansion as we decided there were no more fitting a backdrop than that of at a park with a historic home in the town we all live and love. As a family we reminisced on the 25th celebration of Brentwood at Pearfest while we attended the 50th celebration at Crockett Park at the Eddy Arnold

amphitheater. Why would I like to serve on the Historic Commission? As you have seen from my experiences, the rich history of Brentwood has shaped my past, present, and future. I have a keen appreciation of the protection of its historic landmarks while also being grateful for the way we have been able to improve as a city without losing its character. As Brentwood grows and changes as a city and so many new families move into the community, it is even more important to preserve and educate our new friends about the rich history of our town in order to honor that history to shape decisions made for the way it moves forward.

**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:**

My sister-in-law, Ginger Dawson, is on the Friends of the Brentwood Library Board; while I realize is not technically a City of Brentwood volunteer board, I thought the information could be pertinent here.

**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 father rented the old wastewater treatment plant and laboratory in the late 80s from the city. His company relocated to a space of General George Patton around 1990 and eventually dissolved in 1995.

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

None of which I am aware

**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](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Friday, September 13, 2019 8:19:42 AM

---

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

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

**Form Name:** Board and Commission Applicant Information Sheet  
**Date & Time:** 09/13/2019 8:19 AM  
**Response #:** 153  
**Submitter ID:** 15107  
**IP address:** 2601:484:c500:2b00:ade4:8db9:5195:d2e  
**Time to complete:** 30 min. , 4 sec.

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#### Survey Details

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##### Page 1

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**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:**

☐ Historic Commission

**What is your name?**

Allison Spears

**Spouse's name (if applicable)?**

Martin Spears

**Address:**

6408 Eastbourne Drive

**Phone Number:**

(615) 414-5743

**Email address:**

allisonspears@hotmail.com

**Employment Status:**

(O) Homemaker

**Current Employer or Former Employer if Retired**

Thomas Nelson

**Job Title**

Sales and Mktg Manager

**Spouse's Current Employer or Former Employer if Retired:**

Southern Spring Capital

**Spouse's Job Title:**

Managing Partner

**How many years have you lived in Brentwood?**

10

**Please provide a detailed description of your community involvement below:**

Forest Hills Baptist Church has been our church home for 18 years. Over these years, I have had the privilege of enjoying several different areas of service. For 16 years, I was the director of girls' programming on Wednesday evenings in the area of Missions. I led a team of 8-15 teachers and 35-80 first through sixth grade girls. In addition to weekly programming, I coordinated many annual events and special programs for the girls, the church, and our larger Nashville community. Through my connections at Forest Hills, I have had the privilege of working on the campus of and with the leadership at the Tennessee Baptist Children's Home in Brentwood for 15 years. Additionally, my family has had the opportunity, alongside others, to serve the refugee population in Nashville. We have loved on refugee families through teaching, giving, hugging, gifting, laughing, feeding, swimming, and tea parties. Also at Forest Hills Baptist, I was the 4-year Chair of the Nominating Committee, which annually selects the volunteers for the four main committees that serve our church. Additionally, I served on three "search" committees when looking for new staff members for our church as well as a one-year long-term vision committee.

Scales Elementary - As an active parent volunteer for 2011-2019, I participated in every activity or event possible. As Chair of Grandparents Day, 2016, we hosted over 700 guests. For two years, I was an in-classroom teacher's helper every week. Additionally my parent volunteer duties included: Clothing Drive, Book Fair, Field Day, Teacher Appreciation lunches, chaperoned all possible field trips, assisted in holiday parties in the classroom, school play, etc.

Brentwood Middle School - I am the co-chair for the PBIS reward parties. For two years I have worked the welcome desk one morning a month. I have devoted many hours as a chorus volunteer parent. I am a parent helper for BMS swim team.

Wildwood Swim Team Parent Volunteer – For the summers of 2014 - 2019, it has been a very rewarding experience to work with the swim team at Wildwood in many varying capacities. One of my favorite tasks is to manage the pool deck set-up for 300 swimmers to have a great meet. How fun to showcase Brentwood when teams arrive from all over the greater Nashville area!



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

Even as a young girl, history has been an interest and passion of mine. My friends and my children's friends know me as the one who always has an "historical" perspective to bring to almost every conversation. In 1815, Thomas Jefferson wrote: "What has passed may be a lesson."

Currently, I am a prospective member of a local chapter of the DAR. In researching my family lines, I am able to confirm that all of my known maternal and paternal family lines have lived in Middle Tennessee for 200 years. Even though I can take absolutely no credit for that fact, I still am so proud of it. This year, I will be working with the Flag committee.

Teaching my school-aged children as much historical perspective on all of life's matters is of utmost importance in our household. When we travel, we learn about history. Our family trips include the following destinations: Washington DC (5 times), Boston, Richmond, Williamsburg, Savannah, New York, Bloomington, IL, and London, England. Locally, I have taken my three children to the State Capitol, TN State Museum, the Hermitage, and other local historic places.

Driving around Brentwood, I love spotting the Historic makers. Such outstanding preservation work has already been accomplished here. In middle Tennessee, this is a unique asset for our city. I would love to be a part of maintaining and growing this very worthy effort. For example, when I drive on Murray Lane (almost daily), I look forward to the time when the dry-stacked limestone walls are restored to their former glory.

**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:**

None

**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](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Tuesday, August 13, 2019 10:46:03 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:** 08/13/2019 10:45 PM  
**Response #:** 149  
**Submitter ID:** 14817  
**IP address:** 71.236.41.107  
**Time to complete:** 20 min. , 17 sec.

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#### Survey Details

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##### Page 1

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**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:**

☐ Historic Commission

**What is your name?**

Tara Volpintesta

**Spouse's name (if applicable)?**

Bart Volpintesta

**Address:**

8105 Vaden Drive Brentwood TN 37027

**Phone Number:**

6153900456

**Email address:**

Tara.volpintesta@bcdtravel.com

**Employment Status:**

(o) Employed

**Current Employer or Former Employer if Retired**

BCD Travel

**Job Title**

Global Program Manager

**Spouse's Current Employer or Former Employer if Retired:**

BVTV Video Production

**Spouse's Job Title:**

CEO

**How many years have you lived in Brentwood?**

17

**Please provide a detailed description of your community involvement below:**

2018 Brentwood Police Citizen Academy

2019 Fire & Rescue Citizen Academy

Currently volunteer at Warner Park Nature Center Front Desk

Currently volunteer for Senior Ride Nashville as a driver

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

I appreciate the hard work that has been done by this board to preserve what is truly precious to a community.

I would like to serve on this board to be able to lend a hand in helping shine light on the history of Brentwood. To help educate and involve the community in our history.

**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**

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## **Brentwood City Commission Agenda**

**Meeting Date:** 10/14/2019

Ordinance 2019-09 -- An Ordinance Amending Chapter 56, Article II, of the Brentwood Municipal Code Relative to Flood Prevention

**Submitted by:** Jeff Dobson, Planning & Codes

**Department:** Planning & Codes

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### **Information**

#### **Subject**

Ordinance 2019-09 - Amendments to Chapter 56, Article II of the Brentwood Municipal Code Relative to the Floodway Management Regulations for the City of Brentwood.

#### **Background**

The City of Brentwood's participation in the National Flood Insurance Program (NFIP) requires compliance with Federal Emergency Management Agency (FEMA) guidelines for development within identified local floodplain areas. The City's participation in the program is essential so that individual structures built or improved in the floodplain will remain eligible for flood insurance under the federal program.

The attached ordinance proposes several changes to Chapter 56, Article II (Flood Prevention) of the Municipal Code.

City staff forwarded the proposed revisions to the Flood Prevention ordinance to the Tennessee Emergency Management Agency (TEMA) for its review and approval prior to submission to the City Commission for its consideration. The amendments were developed as a result of a request from a few residents who want to elevate their homes located within the floodway fringe and floodway areas, but didn't necessarily want their homes pier-elevated as is currently required by the Code above a certain height.

Currently, the Code provides that homes in the floodway fringe may be elevated, but the only elevation option is piers (open underneath) if it requires five or more feet to get the lowest floor above the flood protection elevation. If the home can be elevated and stay below the five feet necessary to meet elevation requirements, solid foundation walls with flood vents may be utilized.

Homes in the floodway may not be elevated. Only non-substantial second story additions are allowed. The term "nonsubstantial" means a reconstruction, rehabilitation, addition, alteration or other improvement of a structure occurring within a five-year period, where the cumulative cost is less than 50% of the market value of the home before the start of construction.

The City's long-standing requirement to only allow piers for elevations above five feet is intended to prevent areas below the flood protection elevation from being converted to finished living space. After several meetings and discussions, staff has determined that an increase from five feet to seven and one-half feet would still meet the intent of the original code requirement and make the area under the house difficult--if not impossible--to finish out as living space.

The attached ordinance proposes three major changes:

1. The five foot maximum wall height for building elevation is being increased to seven and one-half feet;
2. Existing homes in the floodway will also be allowed to elevate the existing footprint IF an engineer can show a no-rise condition; and
3. For homes that must be elevated higher than seven and one-half feet (therefore being required to utilize piers instead of walls with flood vents), a front wall façade with vents may be added along the elevation that faces the street to give the appearance of a solid wall. The sides and rear of the home must still remain only supported by piers. For homes in the floodway, a no-rise certification must also be provided by an engineer before a permit can be issued.

There are several other proposed changes in the draft ordinance, most of which are "clean-up" items. Staff has attached a redline so that you may see all of the changes being proposed.

A Planning Commission review of the proposed amendments is not required. If approved on first reading, the ordinance will be scheduled for second and final reading is scheduled for October 28, 2019.

Please contact the City Manager, Planning and Codes Director or Todd Petrowski, Senior City Planner should you have any questions.

### **Staff Recommendation**

Staff recommends approval of Ordinance 2019-09 on first reading.

### **Previous Commission Action**

On November 18, 2016 the Board of Commissioners voted to approve Ordinance 2016-12 on second and final reading, which authorized the adoption of two revised Flood Rate Insurance Maps (FIRM) dated December 22, 2016.

Second and final reading of Ordinance 2009-13 was conducted on January 25, 2010. The public hearing for Ordinance 2009-13, before the Board of Commissioners was conducted on January 11, 2010,

On December 14, 2009 the Board of Commissioners approved Ordinance 2009-13 unanimously on first reading. The ordinance represented a major re-write of the current

Floodway Management Ordinance in response to directives from FEMA to prepare an ordinance that is more in line with the State “model” floodway management ordinance.

On November 10, 2008 the Board of Commissioners approved Ordinance 2008-19, on second and final reading, amending the Municipal Code regarding the City’s floodway.

On September 25, 2006 the Board of Commissioners approved Ordinance 2006-20 on second and final reading, which amended the Municipal Code revising Chapter 78 regarding floodway district regulations.

On January 13, 2003 the Board of Commissioners approved Ordinance 2002-25, which revised Chapter 78, Article III Division 14 regarding floodway district regulations.

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### **Fiscal Impact**

### **Attachments**

Ordinance 2019-09

Redline/Strikethrough -- Ch. 56, Div 2

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## **ORDINANCE 2019-09**

### **AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY REVISING VARIOUS SECTIONS OF CHAPTER 56, ARTICLE II, DIVISIONS 2 THROUGH 6, IN REGARD TO REGULATIONS GOVERNING FLOOD PREVENTION**

**WHEREAS**, since 1972, the City of Brentwood has incorporated floodplain management regulations into the Brentwood Municipal Code, with a goal of reducing flood risks to residents and property owners; and

**WHEREAS**, adoption and enforcement of effective floodplain management regulations allow the City to be eligible for participation in the National Flood Insurance Program; and

**WHEREAS**, the Legislature of the State of Tennessee has, in Tenn. Code Ann. §§ 13-7-201 through 13-7-212, delegated the responsibility to local governments to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, Chapter 56, Article II of the Code of Ordinances of the City of Brentwood establishes regulations governing flood prevention; and

**WHEREAS**, the proposed amendments set forth in this ordinance will allow the City to continue protecting the public health, safety and welfare through effective floodplain management.

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

**SECTION 1.** That section 56-63 of Chapter 56 Article II, Division 2, of the Code of Ordinances of the City of Brentwood shall be amended by deleting the text in its entirety and replacing with the following:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The definitions listed in this section apply exclusively to this article and are intended to provide assistance in the interpretation and enforcement of this article. Unless specifically defined below or elsewhere in this Code, words or phrases used in this article shall be interpreted as to give them the meaning they have in common usage and to give this article its most reasonable application, given its stated purpose and objectives.

*Accessory structure* means a subordinate structure to the principal structure on the same lot and, for the purpose of this article, shall conform to the following:

- (1) Accessory structures shall only be used for parking of vehicles and storage.
- (2) Accessory structures shall be designed to have low flood damage potential.
- (3) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
- (4) Accessory structures shall be firmly anchored to prevent flotation, collapse and lateral movement, which otherwise may result in damage to other structures.

- (5) Utilities and service facilities such as electrical, heating equipment and duct-work shall be elevated at or above the flood protection elevation or otherwise protected from intrusion of floodwaters.

*Act* means the statutes authorizing the National Flood Insurance Program that are incorporated in 42 U.S.C. 4001 - 4128.

*Addition (to an existing building)* means any walled and roofed expansion to the perimeter or height of a building.

*Administrator* means the city manager or his designee, who shall be responsible for the implementation and administration of the provisions set forth herein for the floodway district.

*Appeal* means a request for a review of a local enforcement officer's interpretation of any provision of this article or a request for a variance.

*Area of shallow flooding* means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

*Area of special flood hazard* - see "special flood hazard area."

*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one percent annual chance flood.

*Basement* means any portion of a building having its floor subgrade (below ground level) on all sides.

*Buildable area* means the area of a lot remaining after the minimum yard requirements for the specific zoning district have been met.

*Building* means any manmade walled and roofed structure affixed to a permanent site. (See "structure.")

*Conditional letter of map revision based on fill (CLOMR-F)* means a letter from FEMA stating that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

*Deck* means an above-grade platform with or without a roof, but without any walls including but not limited to glass or screens.

*Development* means any manmade change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

*Development permit* means any permit required for development activities under this Code, or under any other code which has been adopted by the city.

*Elevated Building* means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers,

or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

*Erosion* means the process of the gradual wearing away of land masses. This peril is not per se covered under the NFIP.

*Exception* means a waiver from the provisions of this article which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this article.

*Existing construction* means any structure for which the "start of construction" commenced before either November 27, 1972 (the effective date of the initial floodplain management code adopted by the city as a basis for participation in the NFIP) or the date the property was first included within a special flood hazard area, whichever occurred later.

*Existing structures* - see "existing construction."

*FEMA* means the Federal Emergency Management Agency of the United States government.

*Flood or flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

*Flood Elevation Determination* means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

*Flood Elevation Study* means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e. mudflow) or flood-related erosion hazards.

*Flood Insurance Rate Map (FIRM)* means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

*Flood Insurance Study* is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

*Floodplain or floodprone area* means any land area susceptible to being inundated by water from any source (see definition of "flood").

*Floodplain management* means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

*Flood protection elevation* means the elevation of the base flood plus two feet of freeboard at any given location in the special flood hazard area.

*Flood protection system* means those physical structural works for which funds have been authorized, appropriated and expended, and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes

hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

*Floodproofing* means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, utility facilities, and structures and their contents.

*Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. (See Illustration #1.)

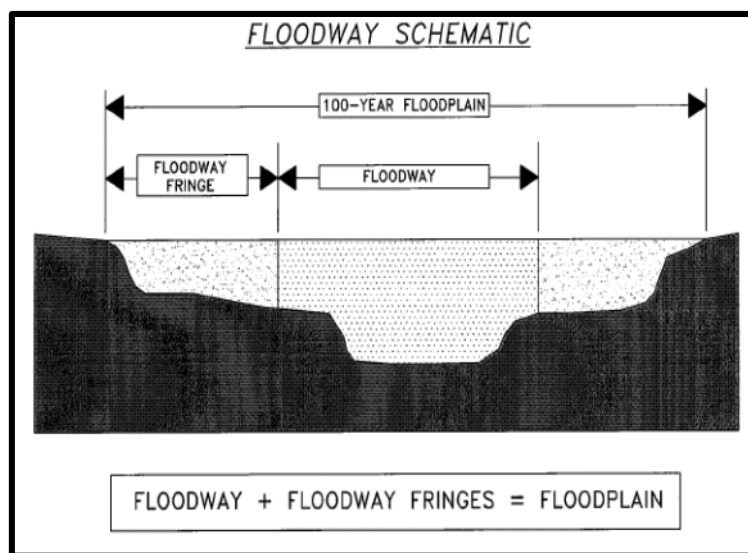


ILLUSTRATION #1

*Floodway fringe* means the area extending from the boundaries of the floodway to the outer boundary of the special flood hazard area, as depicted on a Flood Insurance Rate Map (FIRM.) (See Illustration #1.)

*Floodway Encroachment Lines* mean the lines marking the limits of floodways on Federal, State and local flood plain maps.

*Freeboard* means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

*Functionally dependent use* means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

*Highest adjacent grade* means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

*Historic structure* means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on the City of Brentwood, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
  - a. By the approved Tennessee program as determined by the Secretary of the Interior; or
  - b. Directly by the Secretary of the Interior.

*Letter of map revision based on fill (LOMR-F)* is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

*Levee* means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

*Lowest adjacent grade* means the lowest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

*Lowest floor* means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure of seven and one-half feet or less in height, measured from the lowest adjacent grade to the lowest floor, usable solely for building access or storage in an area other than a basement area, shall not be considered a building's lowest floor, provided that such enclosure is built in compliance with the applicable non-elevation design requirements of this article.

*Manufactured home* means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Map* means the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

*Mean sea level* means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this article, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the

North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

*National Flood Insurance Program (NFIP)* means the National Flood Insurance Program authorized by 42 U.S.C. 4001-4128.

*National Geodetic Vertical Datum (NGVD)* means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

*New construction* means any structure for which the "start of construction" commenced on or after November 27, 1972, and includes any subsequent improvements to such structure.

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of November 27, 1972, or the date the property was first included within a special flood hazard area, whichever occurred later, and includes any subsequent improvements to such structures.

*Nonsubstantial* means a reconstruction, rehabilitation, addition, alteration or other improvement which is not deemed a "substantial improvement," as defined herein.

*North American Vertical Datum (NAVD)* means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year flood" - see "base flood."

*Person* includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies.

*Reasonably safe from flooding* means base floodwaters will not inundate the land or damage structures to be removed from the special flood hazard area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

*Recreational vehicle* means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Regulatory floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

*Riverine* means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

*Special flood hazard area* is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A

on the FIRM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A may be refined into Zones A, AO, AH, A1-30, AE or A99.

*Special Hazard Area* means an area having special flood, mudslide (i.e. mudflow), or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.

*Start of construction* includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

*State Coordination Agency* means the Tennessee Emergency Management Agency, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

*Structure* , for purposes of the floodplain management provisions of this article, means a walled and roofed building, a manufactured home, ~~an above grade patio or deck~~, or a gas or liquid storage tank that is principally above ground.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

*Substantial improvement* means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure, taking place during a five-year period, in which the cumulative cost equals or exceeds 50 percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The market value of the structure should be the appraised value of the structure prior to the start of the initial improvement, or in the case of substantial damage, the value of the structure prior to the damage occurring. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project, or;
- (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

*Variance* is a grant of relief from the requirements of this article.

*Violation* means the failure of a structure or other development to be fully compliant with the regulations set forth in this article. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this article is presumed to be in violation until such time as that documentation is provided.

*Water surface elevation* means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

**SECTION 2.** That section 56-64 of Chapter 56, Article II, Division 3, of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

The special flood hazard areas for the city, as identified by FEMA, and in its Flood Insurance Study (FIS) dated December 22, 2016 and Flood Insurance Rate Map (FIRM), Community 470205, Panel Numbers 47187C0086F, 47187C0087F, 47187C0088F, 47187C0089F, 47187C0091F, 47187C0204F, 47187C0205F, 47187C0206F, 47187C0207F, 47187C0208F, 47187C0209F, 47187C0220F, 47187C0230F, 47187C0235F, and 47187C0240F dated September 29, 2006 and Panel Numbers 47187C0093G and 47187C0094G dated December 22, 2016, along with all supporting technical data, are adopted by reference and declared to be a part of this article.

**SECTION 3.** That section 56-77 of Chapter 56, Article II, Division 4, of the Code of Ordinances of the City of Brentwood shall be amended by modifying subsections (3) and (6) so that they shall read as follows:

- (3) Notify adjacent communities and the Tennessee Emergency Management Agency prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.  
\* \* \*
- (6) Record the elevation, in relation to mean sea level, or the highest adjacent grade, where applicable (including basement) of all new and substantially improved buildings, in accordance with section 56-78.

**SECTION 4.** That section 56-78 of Chapter 56, Article II, Division 4, subsection (a)1a of the Code of Ordinances of the City of Brentwood be amended to read as follows:

- a. Proposed elevation in relation to mean sea level of the proposed lowest floor, including basement of all buildings where base flood elevations are available.

**SECTION 5.** That section 56-78 of Chapter 56, Article II, Division 4, of the Code of Ordinances of the City of Brentwood be deleted in its entirety and replaced with the following text so that it shall read as follows:

- (a) Application for a development permit shall be made to the administrator on forms furnished by the city prior to any development activities within a special flood hazard area. The development permit application requirements shall include, but are not limited to the following: plans in duplicate drawn to scale and prepared by a Tennessee registered surveyor



or engineer, showing the nature, location, dimensions, and elevations of the area in question, existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. The requirements herein shall be in addition to any and all requirements for development permits that may be imposed pursuant to other provisions of this Code. The following information is specifically required for permits for development within areas of special flood hazard:

(1) *Application stage.*

- a. Proposed elevation in relation to mean sea level of the proposed lowest floor, including basement of all buildings where base flood elevations are available.
- b. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- c. For any location within a special flood hazard area where base flood elevation data is not initially available, or where the floodway has not been delineated, a Tennessee registered engineer shall determine the base flood elevation and establish the limits of the regulatory floodway. The engineer's certification shall be submitted with the permit application.

(2) *Construction stage.*

- a. Within AE zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit.
  - b. Elevation of the lowest floor relative to mean sea level, as determined by or under the direct supervision of, a Tennessee registered land surveyor and certified by a Tennessee registered land surveyor, to be provided upon completion of the foundation. Should the elevation of the lowest floor be lower than the proposed elevation on the approved permit, construction shall be discontinued until corrective action has been taken or the administrator is otherwise satisfied that the lowest floor elevation will comply with the provisions of this article. The administrator shall record the elevation of the lowest floor on the development permit.
  - c. Upon completion of construction, the permit holder shall provide to the administrator a FEMA Finished Construction Elevation Certificate, certifying the as-built lowest floor elevation level.
- (b) Any work undertaken prior to submission of any required engineer's certification shall be at the permit holder's risk. The administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

**SECTION 6.** That section 56-81 of Chapter 56, Article II, Division 5 of the Code of Ordinances of the City of Brentwood be amended by modifying subsection (5), correcting the duplicate numbering of subsection (15) and renumbering as appropriate to be a new subsection (16) as shown, and adding a subsection (17) to read as follows:

- (5) All electrical, heating, duct-work, ventilation, plumbing, air conditioning equipment and other service facilities shall be elevated at or above the flood protection elevation. Where underground service or feeder conductors are supplied to the structure, a conduit(s) for the main service from the ground to the structure is permitted so long as it is water-tight and extends continuously from the ground to a point above the flood protection elevation.

\* \* \*

- (16) A portion of the performance security instrument held by the city for a subdivision or other new development shall be maintained, in an amount to be determined by the administrator, until the administrator receives a copy of the LOMR-F as approved by FEMA, where required.

- (17) All elevation and floodproofing requirements required of this article must be certified by a Tennessee licensed surveyor. The certification must be on the most current FEMA form.

**SECTION 7.** That section 56-82 of Chapter 56, Article II, Division 5, of the Code of Ordinances of the City of Brentwood be deleted in its entirety and replaced with the following text so that it shall read as follows:

In all areas of special flood hazard other than the floodway, the following provisions, in addition to those set forth in section 56-81, shall apply:

(1) *Buildings.*

- a. In areas where base flood elevation data is available and floodways have been designated, new construction and substantial improvement of any nonresidential (including commercial, industrial and institutional) or residential building (or manufactured home) may be permitted, provided that the lowest floor, including basement, shall be elevated to no lower than two feet above the base flood elevation. Solid foundation perimeter walls or piers may be used to elevate a structure, provided that:
  1. The height of any perimeter wall used to elevate a building shall not exceed seven and one-half feet, measured from the lowest adjacent grade to the lowest floor, and openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with subsection (2) of this section.
  2. The minimum number of piers necessary to structurally support the building shall be used, and piers shall be designed to provide the least resistance to the flow of water.

3. When the height of the building is elevated greater than seven and one-half feet, measured from the lowest adjacent grade to the lowest floor, a front wall façade with flood vents may be added in conjunction with piers used to support the structure. The number, size and location of vents must be approved by the administrator. The sides and rear of the structure may not be enclosed, and the building must be supported by the minimum number of piers to support the structure. For the purpose of this section, the front of the structure will be the elevation facing the street and parallel to the front building setback line.
  4. In no event shall the elevated height of any residential building exceed fifty-two feet as measured from the highest point of the roof to the lowest adjacent grade.
- b. Within special flood hazard areas where base flood elevations have not been established, or where no floodways have been designated, no construction may be permitted until a Tennessee registered engineer has determined the base flood elevation and established the limits of the regulatory floodway. This information must be submitted to FEMA through a letter of Map Revision. Once the base flood elevation and floodway location have been established, construction shall comply with the building elevation requirements set forth in subsection (1)a. of this section.
- (2) *Enclosures below the lowest floor.* Enclosed areas formed by foundation and walls below the lowest floor shall be designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria:
    1. A minimum of two openings shall be provided, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
    2. The bottom of all openings shall be no higher than one foot above the finished grade.
    3. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions.
  - b. The enclosed area shall not exceed seven and one-half feet in height, measured from the lowest adjacent grade to the lowest floor.
  - c. The interior portion of such enclosed area may be used for building access or storage, but shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters. Any partitions shall comply with the provisions of this section. The floor shall not be finished and must remain a pervious material.

(3) *Standards for manufactured homes and recreational vehicles.*

- a. All manufactured homes must meet all the requirements for new construction, whether placed or substantially improved:
  - 1. On individual lots or parcels; or
  - 2. In new and substantially improved manufactured home parks or subdivisions.
- b. All manufactured homes placed or substantially improved on an individual lot or parcel or in a manufactured home park or subdivision must be elevated so that the lowest floor of the manufactured home lies on a permanent foundation no lower than two feet above the level of the base flood elevation.
- c. Any manufactured home which has incurred "substantial damage" as the result of a flood must meet the standards of this division.
- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. All recreational vehicles placed in an identified special flood hazard area must either:
  - 1. Be on the site for fewer than 180 consecutive days;
  - 2. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
  - 3. The recreational vehicle must meet all requirements for new construction.

(4) *Compensatory Cut and Fill .*

- a. Engineered Fill may be permitted at locations outside the floodway. The volume of material shall be based upon an equal cut/fill quantity, so that the total amount of fill material added shall equal the amount of material removed. The building pad for each affected lot shall be filled to an elevation that equals or exceeds the flood protection elevation at that location. Approval for filling may be granted only if the administrator determines that the fill material will not unduly increase flood damage potential, and that the amount and dimensions of fill material in any location is not greater than is necessary to achieve the purpose of the fill as demonstrated in the plan submitted by the applicant.
- b. In granting approval to fill property within the special flood hazard area, the administrator shall require that precautions be taken against erosion through the use of rip-rap, vegetative cover, bulk heading, or other suitable means.
- c. Prior to the issuance of a development permit, the applicant shall secure a CLOMR-F from FEMA authorizing the proposed alterations to the special flood hazard area.
- d. Where filling has been permitted on a platted lot, an as-built survey showing compliance with this division must be submitted to the administrator before a building permit will be issued. A copy of the LOMR-F, as approved by FEMA, must be submitted to the administrator before a certificate of occupancy will be issued.

- e. Where filling has been permitted for a new subdivision, an as-built survey showing compliance with this division must be submitted to the administrator before the final plat is recorded. A copy of the LOMR-F, as approved by FEMA, must be submitted to the administrator before the performance security is released.
- (5) *Private utility facilities.* In lieu of elevation, private utility facilities, including heating and air conditioning equipment and pool equipment, may be floodproofed and located and designed so as to minimize or eliminate flood damage. The administrator shall require certification by a Tennessee registered professional engineer or architect that the floodproofing, location and/or design of the utility facilities are in accordance with accepted standards of practice for meeting the provisions of this article.
- (6) *Fences.* With the approval of the administrator, fences may be erected at any location within the special flood hazard area other than the floodway, provided that the administrator shall be satisfied that the fence is designed so as not to interfere with the flow of floodwaters.

**SECTION 8.** That section 56-83 of Chapter 56, Article II, Division 5, be amended by modifying subsections (1) and (2) and by adding a new subsection (3) and renumbering all subsections accordingly so that it shall read as follows:

Located within the special flood hazard areas established in section 56-64 are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply in addition to general standards set forth in this article:

- (1) Except as otherwise permitted in subsections (2), (3), (4) and (5) below, encroachments are prohibited within the floodway, including: earthen fill material; new construction; substantial improvements; decks or above-grade patios outside the existing building footprint; manufactured homes or recreational vehicles; and any other development.
- (2) Fences on lots of three or more acres in size may be permitted, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the cumulative effect of the proposed fence encroachments shall not result in any increase in the water surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the city. The property owner shall submit certification from a Tennessee registered professional engineer that the requirements of this subsection have been met, along with supporting technical data, using the same methodologies as in 44 CFR 60.3(d)(3).
- (3) Elevating the existing footprint of a building per the requirements of Sec. 56-82 (1) & (2). The elevation of an existing building shall only be permitted if it is demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practices that their cumulative effect, when combined with all other existing and anticipated development, shall not result in any increase to the water

surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the community. Certification thereof by a Tennessee registered professional engineer, along with supporting technical data, shall be provided to the administrator before construction or placement may be initiated. Decks, additions or above-grade patios outside of the existing building footprint are prohibited.

- (4) Nonsubstantial vertical additions to existing dwellings and nonsubstantial interior renovations within the existing building footprint may be permitted.
- (5) The construction or placement of certain structures, facilities and improvements identified below may be permitted by the administrator. Such structures, facilities and improvements shall only be permitted if it is demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practices that their cumulative effect, when combined with all other existing and anticipated development, shall not result in any increase to the water surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the community. Certification thereof by a Tennessee registered professional engineer, along with supporting technical data, shall be provided to the administrator before construction or placement may be initiated. Structures, facilities and improvements permitted under these provisions shall be limited to:
  - a. Roads, sidewalks, bicycle/pedestrian paths and associated signs.
  - b. Drainage structures, including but not limited to bridges and culverts.
  - c. Other public infrastructure needs, including public utilities.
  - d. Parks and recreational facilities, including but not limited to open shelters, basketball courts and athletic fields,
  - e. Driveways and parking areas.

**SECTION 9.** That section 56-92 of Chapter 56, Article II, Division 6, of the Code of Ordinances of the City of Brentwood be amended by modifying subsection (b) so that it shall read as follows:

- (b) *Fees.* In all cases where an appeal or request for variance is made by a property owner or other interested party, a fee of \$200.00 dollars shall be paid by the appellant. Such fee shall be refundable if the board of building construction appeals rules in the appellant's favor in an administrative review case. No refund shall be issued to a party who has requested a variance.

**SECTION 10.** That section 56-93 of Chapter 56, Article II, Division 6, of the Code of Ordinances of the City of Brentwood be amended by modifying subsection (e) and by adding a new subsection (f) so that it shall read as follows:

- (e) Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the base flood elevation increases risks to life and property.

- (f) The administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

**SECTION 11.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

**SECTION 12.** If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.

**SECTION 13.** That this ordinance shall take effect from and after its final passage and publication thereof, 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:	_____
			Date of publication:	_____
PUBLIC HEARING	Notice published in:	_____ n/a		
	Date of publication:	_____		
	Date	_____ of	EFFECTIVE DATE	_____
hearing:	_____			

\_\_\_\_\_  
MAYOR Rhea E. Little, III

\_\_\_\_\_  
RECORDER Holly Earls

*Approved as to form:*

\_\_\_\_\_  
CITY ATTORNEY Kristen L. Corn

--- (3) ---

**Editor's note**— Ord. No. 2011-07, adopted June 27, 2011, amended Div. 4 in its entirety to read as herein set out. Former Div. 4, § 56-51, pertained to similar subject matter and derived from Ord. No. 2008-02, § 1, adopted March 24, 2008. ([Back](#))

## **ARTICLE II. FLOOD PREVENTION**

### **DIVISION 1. - FINDINGS OF FACT, PURPOSE AND OBJECTIVES**

### **DIVISION 2. - DEFINITIONS**

### **DIVISION 3. - GENERAL PROVISIONS**

### **DIVISION 4. - ADMINISTRATION**

### **DIVISION 5. - PROVISIONS FOR FLOOD HAZARD REDUCTION**

### **DIVISION 6. - VARIANCES AND APPEALS**

#### ***DIVISION 1. FINDINGS OF FACT, PURPOSE AND OBJECTIVES***

[Sec. 56-61. Findings of fact.](#)

[Sec. 56-62. Purpose and objectives.](#)

#### **Sec. 56-61. Findings of fact.**

The city hereby finds:

- (1) The city and its board of commissioners wish to maintain eligibility in the National Flood Insurance Program (NFIP) and, in order to do so, must meet the regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
- (2) Areas of the city are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (3) Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

(Ord. No. 2009-13, § 3, 1-25-2010)

#### **Sec. 56-62. Purpose and objectives.**

- (a) It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This article is designed to:
  - (1) Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;



- (2) Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
  - (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
  - (4) Control filling, grading, dredging and other development which may increase flood damage or erosion; and
  - (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.
- (b) The objectives of this article are:
- (1) To protect human life, health, safety and property;
  - (2) To minimize expenditure of public funds for costly flood control projects;
  - (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
  - (4) To minimize prolonged business interruptions;
  - (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in floodprone areas;
  - (6) To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
  - (7) To ensure that potential homebuyers are notified that property is in a floodprone area; and
  - (8) To maintain eligibility for participation in the NFIP.

(Ord. No. 2009-13, § 3, 1-25-2010)

## ***DIVISION 2. DEFINITIONS***

### **[Sec. 56-63. Definitions.](#)**

#### **Sec. 56-63. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The definitions listed in this section apply exclusively to this article and are intended to provide assistance in the interpretation and enforcement of this article. Unless specifically defined below or elsewhere in this Code,, words or phrases used in this article shall be interpreted as to give them the meaning they have in common usage and to give this article its most reasonable application, given its stated purpose and objectives.

*Accessory structure* means a subordinate structure to the principal structure on the same lot and, for the purpose of this article, shall conform to the following:

- (1) Accessory structures shall only be used for parking of vehicles and storage.
- (2) Accessory structures shall be designed to have low flood damage potential.
- (3) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.

- (4) Accessory structures shall be firmly anchored to prevent flotation, collapse and lateral movement, which otherwise may result in damage to other structures.
- (5) Utilities and service facilities such as electrical ~~and~~, heating equipment ~~and duct-work~~ shall be elevated at or above the flood protection elevation or otherwise protected from intrusion of floodwaters.

*Act* means the statutes authorizing the National Flood Insurance Program that are incorporated in 42 U.S.C. 4001 - ~~4128 et seq~~ .

*Addition (to an existing building)* means any walled and roofed expansion to the perimeter or height of a building.

*Administrator* means the city manager or his designee, who shall be responsible for the implementation and administration of the provisions set forth herein for the floodway district.

*Appeal* means a request for a review of a local enforcement officer's interpretation of any provision of this article or a request for a variance.

*Area of shallow flooding* means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

*Area of special flood hazard* - see "special flood hazard area."

*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one percent annual chance flood.

*Basement* means any portion of a building having its floor subgrade (below ground level) on all sides.

*Buildable area* means the area of a lot remaining after the minimum yard requirements for the specific zoning district have been met.

*Building* means any manmade walled and roofed structure affixed to a permanent site. (See "structure.")

*Conditional letter of map revision based on fill (CLOMR-F)* means a letter from FEMA stating that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

*Deck* means an above-grade platform with or without a roof, but without any walls including but not limited to glass or screens.

*Development* means any manmade change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

*Development permit* means any permit required for development activities under this Code, or under any other code which has been adopted by the city.

~~*Elevate, in regard to a structure, means to have the lowest floor of the lowest enclosed area raised above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater; pilings; columns; piers; or shear walls adequately anchored so as not to impair the structural integrity of the structure during a base flood event.*~~

*Elevated Building* means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

~~Emergency Flood Insurance Program or Emergency Program means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.~~

~~Encroachment are activities or construction within the floodway including fill, new construction, substantial improvements, and other development. These activities are prohibited within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses that the proposed encroachment would not result in any increase in flood levels.~~

*Erosion* means the process of the gradual wearing away of land masses. This peril is not per se covered under the NFIP.

~~Exception means a waiver from the provisions of this article which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this article.~~

*Existing construction* means any structure for which the "start of construction" commenced before either November 27, 1972 (the effective date of the initial floodplain management code adopted by the city as a basis for participation in the NFIP) or the date the property was first included within a special flood hazard area, whichever occurred later.

*Existing structures* - see "existing construction."

*FEMA* means the Federal Emergency Management Agency of the United States government.

*Flood* or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

~~Flood Elevation Determination means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.~~

~~Flood Elevation Study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e. mudflow) or flood-related erosion hazards.~~

*Flood Insurance Rate Map (FIRM)* means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

*Flood Insurance Study* is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

*Floodplain* or *floodprone area* means any land area susceptible to being inundated by water from any source (see definition of "flood").

*Floodplain management* means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

*Flood protection elevation* means the elevation of the base flood plus two feet of freeboard at any given location in the special flood hazard area.

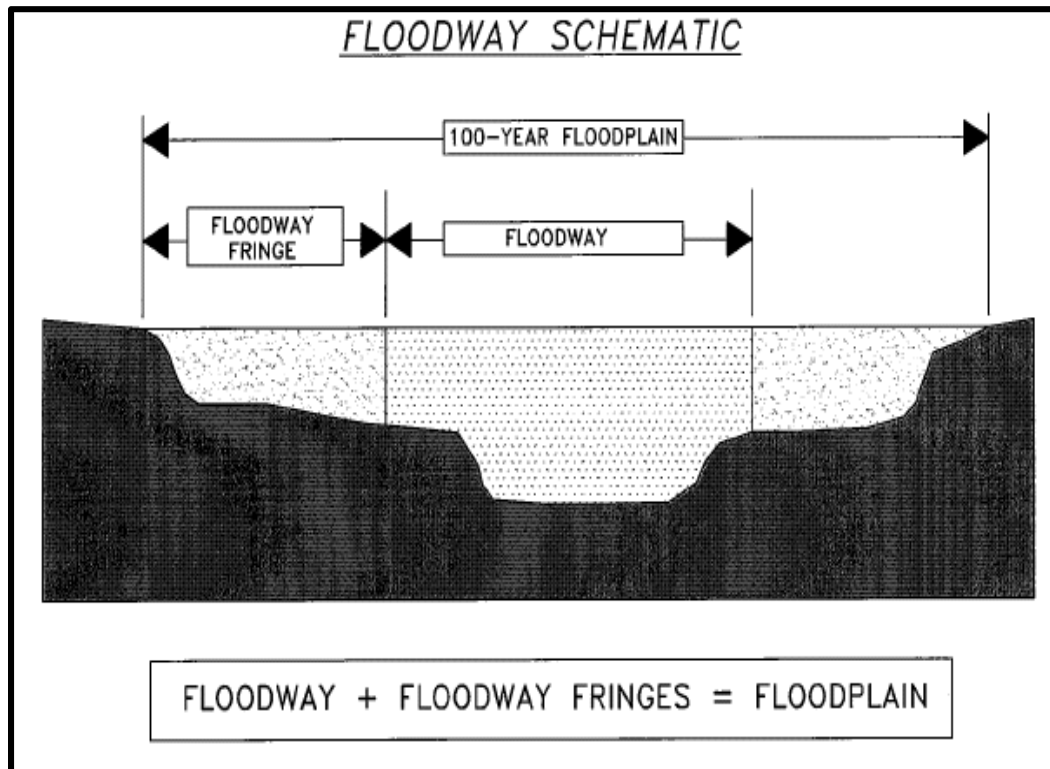
*Flood protection system* means those physical structural works for which funds have been authorized, appropriated and expended, and which have been constructed ~~in conformance with sound engineering standards, specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal~~

barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

*Floodproofing* means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, utility facilities, and structures and their contents.

*Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. (See Illustration #1.)

### ILLUSTRATION #1



*Floodway fringe* means the area extending from the boundaries of the floodway to the outer boundary of the special flood hazard area, as depicted on a Flood Insurance Rate Map (FIRM.) (See Illustration #1.)

*Floodway Encroachment Lines* mean the lines marking the limits of floodways on Federal, State and local flood plain maps.

*Freeboard* means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

*Functionally dependent use* means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

*Highest adjacent grade* means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

*Historic structure* means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on the City of Brentwood, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
  - a. By the approved Tennessee program as determined by the Secretary of the Interior; or
  - b. Directly by the Secretary of the Interior.
- ~~(3) Individually listed on the Tennessee inventory of historic places, pursuant to a historic preservation program which has been approved by the Secretary of the Interior; or~~
- ~~(4) Individually designated as a historically significant site and determined as eligible under a historic preservation program that has been certified either:~~
  - ~~a. By the approved Tennessee program as determined by the Secretary of the Interior; or~~
  - ~~b. Directly by the Secretary of the Interior.~~

*Letter of map revision based on fill (LOMR-F)* ~~is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway. means a letter from FEMA stating that an existing structure or parcel of land that has been elevated by fill would not be inundated by the base flood.~~

*Levee* means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

*Lowest adjacent grade* means the lowest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

*Lowest floor* means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure of five feet seven and one-half feet or less in height, measured from the lowest adjacent grade to the lowest floor, usable solely for building access or storage in an area other than a basement area, shall not be considered a building's lowest floor, provided that such enclosure is built in compliance with the applicable non-elevation design requirements of this article.

*Manufactured home* means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Map* means the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

*Mean sea level* means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this article, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

National Flood Insurance Program (NFIP) means the National Flood Insurance Program authorized by 42 U.S.C. 4001-4128.

*National Geodetic Vertical Datum (NGVD)* means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

*New construction* means any structure for which the "start of construction" commenced on or after November 27, 1972, and includes any subsequent improvements to such structure.

~~NFIP means the National Flood Insurance Program authorized by 42 U.S.C. 4001 et seq.~~

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of November 27, 1972, or the date the property was first included within a special flood hazard area, whichever occurred later, and includes any subsequent improvements to such structures.

*Nonsubstantial* means a reconstruction, rehabilitation, addition, alteration or other improvement which is not deemed a "substantial improvement," as defined herein.

*North American Vertical Datum (NAVD)* means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year flood" - see "base flood."

*Person* includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies.

*Reasonably safe from flooding* means base floodwaters will not inundate the land or damage structures to be removed from the special flood hazard area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

*Recreational vehicle* means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Regulatory floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

*Riverine* means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

*Special flood hazard area* is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FIRM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A may be refined into Zones A, AO, AH, A1-30, AE or A99.

Special Hazard Area means an area having special flood, mudslide (i.e. mudflow), or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.

*Start of construction* includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond



the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

State Coordination Agency means the Tennessee Emergency Management Agency, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

*Structure*, for purposes of the floodplain management provisions of this article, means a walled and roofed building, a manufactured home, ~~an above-grade patio or deck~~, or a gas or liquid storage tank that is principally above ground.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

*Substantial improvement* means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure, taking place during a five-year period, in which the cumulative cost equals or exceeds 50 percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The market value of the structure should be the appraised value of the structure prior to the start of the initial improvement, or in the case of substantial damage, the value of the structure prior to the damage occurring. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project, or;
- (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

~~Substantially improved manufactured home park or subdivision means a manufactured home park or subdivision for which the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.~~

*Variance* is a grant of relief from the requirements of this article.

*Violation* means the failure of a structure or other development to be fully compliant with the regulations set forth in this article. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this article is presumed to be in violation until such time as that documentation is provided.

*Water surface elevation* means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

(Ord. No. 2009-13, § 3, 1-25-2010)

### **DIVISION 3. GENERAL PROVISIONS**

Sec. 56-64. Special flood hazard areas.

Sec. 56-65. Requirement for development permit.

Sec. 56-66. Compliance.

Sec. 56-67. Abrogation and greater restrictions.

Sec. 56-68. Interpretation.

Sec. 56-69. Warning and disclaimer of liability.

Sec. 56-70. Penalties for violation.

Secs. 56-71—56-75. Reserved.

#### **Sec. 56-64. Special flood hazard areas.**

The special flood hazard areas for the city, as identified by FEMA, and in its Flood Insurance Study (FIS) dated December 22, 2016 and Flood Insurance Rate Map (FIRM), Community 470205, Panel Numbers 47187C0086F, 47187C0087F, 47187C0088F, 47187C0089F, 47187C0091F, 47187C0204F, 47187C0205F, 47187C0206F, 47187C0207F, 47187C0208F, 47187C0209F, 47187C0220F, 47187C0230F, 47187C0235F, and 47187C0240F dated September 29, 2006 and Panel Numbers 47187C0093G and 47187C0094G dated December 22, 2016, along with all supporting technical data, are adopted by reference and declared to be a part of this article. ~~along with all supporting technical data and any additional map panels for areas that are annexed into the city, are adopted by reference and declared to be a part of this article. The special flood hazard areas shall comprise the boundaries of the flood hazard district established in chapter 78 of this Code.~~

(Ord. No. 2009-13, § 3, 1-25-2010; Ord. No. 2016-12, § 1, 11-28-2016)

#### **Sec. 56-65. Requirement for development permit.**

A development permit shall be required in conformity with this article prior to the commencement of any development activities.

(Ord. No. 2009-13, § 3, 1-25-2010)

#### **Sec. 56-66. Compliance.**

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this article and other applicable regulations.

(Ord. No. 2009-13, § 3, 1-25-2010)

#### **Sec. 56-67. Abrogation and greater restrictions.**

This article is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this article conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

(Ord. No. 2009-13, § 3, 1-25-2010)

#### **Sec. 56-68. Interpretation.**

In the interpretation and application of this article, all provisions shall be:



- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under Tennessee statutes or this Code.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-69. Warning and disclaimer of liability.**

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the city or by any officer or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made hereunder.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-70. Penalties for violation.**

- (a) Any person who violates the provisions of this article or fails to comply with any of its requirements, including any conditions and safeguards established in connection with grants of variance shall be subject to punishment as provided in section 1-9 of this Code. In addition, any person who violates this article or fails to comply with any of its requirements shall pay all costs and expenses involved in the case. Each day any such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the city from taking such other lawful actions to prevent or remedy any violation.
- (b) Any structure or development without certification or other evidence of compliance required in this article is presumed to be in violation until such time as the required documentation is provided. Any structure or development for which the city's approval is required shall be in violation of this article if such approval is not obtained prior to the commencement of construction or development.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Secs. 56-71—56-75. Reserved.**

***DIVISION 4. ADMINISTRATION***

Sec. 56-76. Designation of administrator.

Sec. 56-77. Duties and responsibilities of the administrator.

Sec. 56-78. Permit procedures.

Secs. 56-79—56-80. Reserved.

**Sec. 56-76. Designation of administrator.**

The city manager or the city manager's designee is hereby appointed to serve as the administrator, for the purpose of implementing the provisions of this article.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-77. Duties and responsibilities of the administrator.**

Duties of the administrator shall include, but not be limited to, the following:

- (1) Review all development permits to assure that the permit requirements of this article have been satisfied, and that proposed building sites will be reasonably safe from flooding.
- (2) Review all proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Notify adjacent communities and the Tennessee ~~Emergency Management Agency Department of Economic and Community Development, Local Planning Assistance Office,~~ prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
- (4) For any altered or relocated watercourse, submit engineering data/analysis within six months to FEMA to ensure accuracy of community FIRMs through the letter of map revision process.
- (5) Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
- (6) Record the elevation, in relation to mean sea level, or the highest adjacent grade, where applicable of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with section 56-78.
- (7) Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (8) When base flood elevation data and floodway data have not been provided by FEMA, require development permit applicants to provide certification of base flood elevation and floodway data by a Tennessee registered engineer, to assure that new construction, substantial improvements, or other development in special flood hazard areas on the city's FIRM meet the requirements of this article.
- (9) Maintain all records pertaining to the provisions of this article in the office of the administrator and provide for such records to be open for public inspection. Permits issued under the provisions of this article shall be maintained in a separate file or marked for expedited retrieval within combined files.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-78. Permit procedures.**

- (a) Application for a development permit shall be made to the administrator on forms furnished by the city prior to any development activities within a special flood hazard area. The development permit application requirements shall include, but are not limited to the following: plans in duplicate drawn to scale and prepared by a Tennessee registered surveyor or engineer, showing the nature, location, dimensions, and elevations of the area in question, existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. The requirements herein shall

be in addition to any and all requirements for development permits that may be imposed pursuant to other provisions of this Code. The following information is specifically required for permits for development within areas of special flood hazard:

(1) *Application stage*.

- a. Proposed elevation in relation to mean sea level of the proposed lowest floor, including basement of all buildings where base flood elevations are available.
- b. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- c. For any location within a special flood hazard area where base flood elevation data is not initially available, or where the floodway has not been delineated, a Tennessee registered engineer shall determine the base flood elevation and establish the limits of the regulatory floodway. The engineer's certification shall be submitted with the permit application.

(2) *Construction stage*.

a. Within AE zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit.

ab. Elevation of the lowest floor relative to mean sea level, as determined by or under the direct supervision of, a Tennessee registered land surveyor and certified by a Tennessee registered land surveyor, to be provided upon completion of the foundation. Should the elevation of the lowest floor be lower than the proposed elevation on the approved permit, construction shall be discontinued until corrective action has been taken or the administrator is otherwise satisfied that the lowest floor elevation will comply with the provisions of this article. The administrator shall record the elevation of the lowest floor on the development permit.

b-c. Upon completion of construction, the permit holder shall provide to the administrator a FEMA Finished Construction Elevation Certificate ~~an elevation certificate~~, certifying the as-built lowest floor elevation level.

- (b) Any work undertaken prior to submission of any required engineer's certification shall be at the permit holder's risk. The administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Secs. 56-79—56-80. Reserved.**

***DIVISION 5. PROVISIONS FOR FLOOD HAZARD REDUCTION***

Sec. 56-81. General standards.

Sec. 56-82. Specific standards for areas other than the floodway.

Sec. 56-83. Special standards for floodways.

Secs. 56-84, 56-85. Reserved.

Sec. 56-86. Standards for unmapped streams.

Secs. 56-87—56-90. Reserved.

## **Sec. 56-81. General standards.**

In all areas of special flood hazard, the following provisions are required:

- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- (2) Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (5) All electrical, heating, duct-work, ventilation, plumbing, air conditioning equipment and other service facilities shall be elevated at or above the flood protection elevation. Where underground service or feeder conductors are supplied to the structure, a conduit(s) for the main service from the ground to the structure is permitted so long as it is water-tight and extends continuously from the ground to a point above the flood protection elevation. ~~designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.~~
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this article shall meet the requirements of "new construction" as contained in this article.
- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this article shall be undertaken only if said nonconformity is not further extended or replaced.
- (11) All new construction and substantial improvement proposals shall include copies of all necessary federal and state permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334.
- (12) All subdivision proposals and other proposed new development proposals shall meet the standards of section 56-82.
- (13) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction.
- (14) When new construction and substantial improvements are proposed for a location that lies in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

- (15) Proposals for new construction, substantial improvements, subdivisions and other new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding and that compliance with the above provisions of this section will be achieved. All such proposals shall meet the following standards:
- Each proposal shall be consistent with the need to minimize flood damage.
  - Each proposal shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize or eliminate flood damage.
  - Each proposal shall have adequate drainage provided to reduce exposure to flood hazards.
  - Each proposal shall include base flood elevation data. (See section 56-78.)
  - Subdivision proposals shall not contain special flood hazard areas within the buildable area of the lots.
- (156) A portion of the performance security instrument held by the city for a subdivision or other new development shall be maintained, in an amount to be determined by the administrator, until the administrator receives a copy of the LOMR-F as approved by FEMA, where required.

(17) All elevation and floodproofing requirements required of this article must be certified by a Tennessee licensed surveyor. The certification must be on the most current FEMA form.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-82. Specific standards for areas other than the floodway.**

In all areas of special flood hazard other than the floodway, the following provisions, in addition to those set forth in section 56-81, shall apply:

- (1) *Buildings.*
- In areas where base flood elevation data is available and floodways have been designated, new construction and substantial improvement of any nonresidential (including commercial, industrial and institutional) or residential building (or manufactured home) may be permitted, provided that the lowest floor, including basement, shall be elevated to no lower than two feet above the base flood elevation. Solid foundation perimeter walls or piers may be used to elevate a structure, provided that:
    - The height of any perimeter wall used to elevate a building shall not exceed ~~five~~ seven and one-half feet, measured from the lowest adjacent grade to the lowest floor, and openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with subsection (2) of this section.
    - The minimum number of piers necessary to structurally support the building shall be used, and piers shall be designed to provide the least resistance to the flow of water.
    - When the height of the building is elevated greater than seven and one-half feet, measured from the lowest adjacent grade to the lowest floor, a front wall façade with flood vents may be added in conjunction with piers used to support the structure. The number, size and location of vents must be approved by the administrator. The sides and rear of the structure may not be enclosed, and the building must be supported by the minimum number of piers to support the structure. For the purpose of this section, the front of the structure will be the elevation facing the street and parallel to the front building setback line.
    - In no event shall the elevated height of any residential building exceed fifty-two feet as measured from the highest point of the roof to the lowest adjacent grade.
  - Within special flood hazard areas where base flood elevations have not been established, or where no floodways have been designated, no construction may be permitted until a

Tennessee registered engineer has determined the base flood elevation and established the limits of the regulatory floodway. This information must be submitted to FEMA through a letter of Map Revision. Once the base flood elevation and floodway location have been established, construction shall comply with the building elevation requirements set forth in subsection (1)a. of this section.

- (2) *Enclosures below the lowest floor.* Enclosed areas formed by foundation and walls below the lowest floor shall be designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
  - a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria:
    1. A minimum of two openings shall be provided, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
    2. The bottom of all openings shall be no higher than one foot above the finished grade.
    3. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions.
  - b. The enclosed area shall not exceed five seven and one-half feet in height, measured from the lowest adjacent grade to the lowest floor.
  - c. The interior portion of such enclosed area may be used for building access or storage, but shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters. Any partitions shall comply with the provisions of this section. The floor shall not be finished and must remain a pervious material.
- (3) *Standards for manufactured homes and recreational vehicles.*
  - a. All manufactured homes must meet all the requirements for new construction, whether placed or substantially improved:
    1. On individual lots or parcels; or
    2. In new and substantially improved manufactured home parks or subdivisions.
  - b. All manufactured homes placed or substantially improved on an individual lot or parcel or in a manufactured home park or subdivision must be elevated so that the lowest floor of the manufactured home lies on a permanent foundation no lower than two feet above the level of the base flood elevation.
  - c. Any manufactured home which has incurred "substantial damage" as the result of a flood must meet the standards of this division.
  - d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
  - e. All recreational vehicles placed in an identified special flood hazard area must either:
    1. Be on the site for fewer than 180 consecutive days;
    2. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
    3. The recreational vehicle must meet~~Meet~~ all requirements for new construction.
- (4) Compensatory Cut and Fill Filling.
  - a. Engineered Fill Filling may be permitted at locations outside the floodway. The volume of material shall be based upon an equal cut/fill quantity, so that the total amount of fill material added shall equal the amount of material removed. The building pad for each affected lot

shall be filled to an elevation that equals or exceeds the flood protection elevation at that location. Approval for filling may be granted only if the administrator determines that the fill material will not unduly increase flood damage potential, and that the amount and dimensions of fill material in any location is not greater than is necessary to achieve the purpose of the fill as demonstrated in the plan submitted by the applicant.

- b. In granting approval to fill property within the special flood hazard area, the administrator shall require that precautions be taken against erosion through the use of rip-rap, vegetative cover, bulk heading, or other suitable means.
  - c. Prior to the issuance of a development permit, the applicant shall secure a CLOMR-F from FEMA authorizing the proposed alterations to the special flood hazard area.
  - d. Where filling has been permitted on a platted lot, an as-built survey showing compliance with this division must be submitted to the administrator before a building permit will be issued. A copy of the LOMR-F, as approved by FEMA, must be submitted to the administrator before a certificate of occupancy will be issued.
  - e. Where filling has been permitted for a new subdivision, an as-built survey showing compliance with this division must be submitted to the administrator before the final plat is recorded. A copy of the LOMR-F, as approved by FEMA, must be submitted to the administrator before the performance security is released.
- (5) *Private utility facilities.* In lieu of elevation, private utility facilities, including heating and air conditioning equipment and pool equipment, may be floodproofed and located and designed so as to minimize or eliminate flood damage. The administrator shall require certification by a Tennessee registered professional engineer or architect that the floodproofing, location and/or design of the utility facilities are in accordance with accepted standards of practice for meeting the provisions of this article.
- (6) *Fences.* With the approval of the administrator, fences may be erected at any location within the special flood hazard area other than the floodway, provided that the administrator shall be satisfied that the fence is designed so as not to interfere with the flow of floodwaters.

(Ord. No. 2009-13, § 3, 1-25-2010)

#### **Sec. 56-83. Special standards for floodways.**

Located within the special flood hazard areas established in section 56-64 are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply in addition to general standards set forth in this article:

- (1) Except as otherwise permitted in subsections (2), (3), ~~(4)~~ and ~~(4) (5)~~ below, encroachments are prohibited within the floodway, including: earthen fill material; new construction; substantial improvements; decks or above-grade patios outside the existing building footprint; manufactured homes or recreational vehicles; and any other development.
- (2) Fences on lots of three or more acres in size may be permitted, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the cumulative effect of the proposed fence encroachments shall not result in any increase in the water surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the city. The property owner shall submit certification from a Tennessee registered professional engineer that the requirements of this subsection have been met, along with supporting technical data, using the same methodologies as in 44 CFR 60.3(d)(3). ~~the effective Flood Insurance Study for the city.~~



(3) Elevating the existing footprint of a building per the requirements of Sec. 56-82 (1) & (2). The elevation of an existing building shall only be permitted if it is demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practices that their cumulative effect, when combined with all other existing and anticipated development, shall not result in any increase to the water surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the community. Certification thereof by a Tennessee registered professional engineer, along with supporting technical data, shall be provided to the administrator before construction or placement may be initiated. Decks, additions or above-grade patios outside of the existing building footprint are prohibited.

~~(3)~~(4) Nonsubstantial vertical additions to existing dwellings and nonsubstantial interior renovations within the existing building footprint may be permitted.

~~(4)~~(5) The construction or placement of certain structures, facilities and improvements identified below may be permitted by the administrator. Such structures, facilities and improvements shall only be permitted if it is demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practices that their cumulative effect, when combined with all other existing and anticipated development, shall not result in any increase to the water surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the community. Certification thereof by a Tennessee registered professional engineer, along with supporting technical data, shall be provided to the administrator before construction or placement may be initiated. Structures, facilities and improvements permitted under these provisions shall be limited to:

- a. Roads, sidewalks, bicycle/pedestrian paths and associated signs.
- b. Drainage structures, including but not limited to bridges and culverts.
- c. Other public infrastructure needs, including public utilities.
- d. Parks and recreational facilities, including but not limited to open shelters, basketball courts and athletic fields,
- e. Driveways and parking areas.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Secs. 56-84, 56-85. Reserved.**

**Sec. 56-86. Standards for unmapped streams.**

Located within the city are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

- (1) No encroachments, including fill material or structures or other development, shall be located within an area of at least twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided, demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the city.
- (2) If the stream and the adjacent area are subsequently identified as a special flood hazard area, all development, including new construction and substantial improvements, shall meet the standards established in accordance with divisions 4 and 5 of this article.

(Ord. No. 2009-13, § 3, 1-25-2010)



**Secs. 56-87—56-90. Reserved.**

**DIVISION 6. VARIANCES AND APPEALS**

Sec. 56-91. Board of building construction appeals authority.

Sec. 56-92. Procedures.

Sec. 56-93. Conditions for variances.

**Sec. 56-91. Board of building construction appeals authority.**

The city's board of building construction appeals, established pursuant to chapter 14 of this Code, shall have the following powers in addition to those set forth in chapter 14:

- (1) *Administrative review.* To hear and decide appeals where it is alleged by the appellant that there is error in any order, requirement, permit, decision, determination, or refusal made by the administrator or other administrative official of the city in carrying out or enforcing any terms of this article.
- (2) *Variances.* To hear and decide upon applications for variance from the terms of this article.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-92. Procedures.**

- (a) *Appeals and variance requests—How taken.* An appeal to the board of building construction appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department or bureau affected by any decision of the administrator based in whole or in part upon the provisions of this article. A request for variance may be submitted by any party owning an interest in property which is affected by the provisions of this article. Such appeal or request for variance shall be taken by filing with the board of building construction appeals a notice of appeal, specifying the grounds thereof, and paying the required fee established in this section. An appeal from a decision of the administrator must be filed within 30 days from the time the decision is rendered. The administrator shall transmit to the board of building construction appeals all documents constituting the record upon which the appeal action was taken. The board of construction appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time, which shall not be more than 35 days from the date of the hearing; provided, however, that the party bringing the appeal may consent to an extension of time for the board's decision. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.
- (b) *Fees.* In all cases where an appeal or request for variance is made by a property owner or other interested party, a fee of ~~\$100.00~~ \$200.00 dollars shall be paid by the appellant. Such fee shall be refundable if the board of building construction appeals rules in the appellant's favor in an administrative review case. No refund shall be issued to a party who has requested a variance.
- (c) *Meetings.* Meetings of the board of building construction appeals to consider appeals and variances in regard to this article shall be held in accordance with the board's adopted meeting schedule, or at such other times as the board shall determine, and shall be conducted in accordance with the board's adopted rules of procedure. All meetings of the board of building construction appeals shall be open to the public. The administrator shall keep records of applications for appeals and variances and determinations made by the board of building construction appeals, which shall be a public record. Upon request by FEMA, the administrator shall report any variances granted.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-93. Conditions for variances.**

- (a) In reviewing applications for variances, the board of building construction appeals shall consider all technical evaluations, all relevant factors, and all standards specified in other sections of this division. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result. Variances from the provisions of this article may be granted by the board of building construction appeals only upon:
  - (1) A showing of good and sufficient cause; and
  - (2) A determination that:
    - a. The variance is the minimum relief necessary, considering the flood hazard and each of the factors listed in subsection (b) of this section;
    - b. Failure to grant the variance would result in exceptional hardship; and
    - c. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense; create nuisance; cause fraud on or victimization of the public; or conflict with existing local laws or divisions.
- (b) In addition to the general determinations set forth in subsection (a) above, the board of building construction appeals shall consider each of the following factors in considering a request for a variance from the provisions of this article:
  - (1) The danger that materials may be swept onto other property to the injury of others;
  - (2) The danger to life and property due to flooding or erosion;
  - (3) The susceptibility of the proposed facility and its contents to flood damage;
  - (4) The importance of the services provided by the proposed facility to the community;
  - (5) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
  - (6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
  - (7) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - (8) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (9) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
  - (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- (c) When a variance is requested for the repair or rehabilitation of a historic structure as defined herein, each of the requirements set forth above shall apply. In addition, prior to granting a variance for the repair or rehabilitation of a historic structure, the board of building construction appeals shall determine that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and that the variance is the minimum necessary deviation from the requirements of this article to preserve the historic character and design of the structure. Each request for a variance for the repair or rehabilitation of a historic structure shall be referred to the city's historic commission for a recommendation prior to consideration by the board of building construction appeals.
- (d) Upon consideration of the factors listed above, and the purposes of this division, the board of building construction appeals may attach such additional conditions to the granting of variances as it deems necessary to effectuate the purposes of this division.

(e) Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the base flood elevation increases risks to life and property.

(f) The administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

(Ord. No. 2009-13, § 3, 1-25-2010)

## **Brentwood City Commission Agenda**

**Meeting Date:** 10/14/2019

Resolution 2019-94 - Amendment to Agreement w/The Parent Company to Establish Guaranteed Maximum Price for Ph 2 Work for PD Headquarters

**Submitted by:** Kirk Bednar, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Resolution 2019-94 - Amendment to Agreement with The Parent Company to Establish Guaranteed Maximum Price for Phase 2 Work for Police Headquarters Project

#### **Background**

On December 10, 2018, the Board of Commissioners approved an agreement with The Parent Company to serve as the construction manager for the Police Department Headquarters project. Under this method of construction, the construction manager is selected during the design phase and serves as the third member of the project team, along with the owner and architect, to successfully complete a complex construction project. The construction manager's role is divided into two phases – Pre-Construction services and Construction services.

The Pre-Construction services performed by the Construction Manager include the following:

1. Work alongside the architect to assess project constructability and identify construction efficiencies and value engineering options to maintain the project budget;
2. Prepare preliminary project budget estimates based on schematic design and update the budget throughout the final design and value engineering process;
3. Develop construction phasing plans;
4. Prepare subcontractor scopes of work and bid packages; and
5. Competitively bid all subcontractor work packages.

Once the various subcontractor packages have been bid, the construction manager will present a guaranteed maximum price (GMP) for construction of the project. Once the GMP is accepted by the City, the construction manager then initiates the Construction phase of the project and oversees all aspects of construction to final completion.

It was originally anticipated that the Construction phase of the project would be bid all at the same time and the total GMP would be established prior to any construction being initiated. However, we have since decided to bid the project in phases, with the initial site grading, storm drain installation, utilities installation, and paving work bid as Phase 1. On

September 9, 2019, the Board of Commissioners approved an amendment to the agreement with The Parent Company establishing a GMP for this Phase 1 work at \$2,378,849. The grading work is now well underway, with the final building pad elevations expected to be achieved in the next few weeks.

With the initial Phase 1 work progressing, Phase 2 work was bid on October 3, 2019. Phase 2 work includes three different subcontractor packages - foundation micropiles, building concrete, and structural steel. The sealed bids were submitted directly to the City and opened publicly just as if the City were bidding the work directly. A total of three bids were received for micropiles and structural steel, with two bids received for concrete as follows:

<b>Company</b>	<b>Micropiles</b>	<b>Concrete</b>	<b>Steel</b>
Dwyer Company	\$295,000	N/A	N/A
GeoFirma	<b>\$150,000</b>	N/A	N/A
Rembco	\$197,790	N/A	N/A
Dennis Concrete	N/A	\$2,427,500	N/A
The Parent Company	N/A	<b>\$1,787,000</b>	N/A
Hickory Steel	N/A	N/A	\$1,246,000
Snake Steel	N/A	N/A	<b>\$1,021,856</b>
Wylie Steel	N/A	N/A	\$1,042,020

It is recommended that the City Commission authorize The Parent Company to accept the micropile bid from GeoFirma in the amount of \$150,000 and the steel bid from Snake Steel in the amount of \$1,021,856. As the low bidder for the concrete work, The Parent Company concrete bid of \$1,787,000 will be part of the attached amendment to the contract between The Parent Company and the City as an additional item of work.

Based on recommended low bidders, the GMP for this Phase 2 includes the subcontractor bid amounts plus certain allowances, extended duration for General Conditions (overhead) costs for The Parent Company and temporary construction site costs (fencing, parking area maintenance, temporary utilities, etc.), soil termite treatment, bonds, and The Parent Company fee. The total of these costs plus a \$200,000 contingency allowance is \$3,992,623. A breakdown of these costs is included in the attached Change Order. Added to the first change order for Phase 1, the total GMP approved to date will be \$6,371,472.

Please contact the City Manager if any questions.

### **Staff Recommendation**

Staff recommends approval of Resolution 2019-94.

### **Previous Commission Action**

The agreement with The Parent Company was approved by the Board of Commissioners via Resolution 2018-96 on December 10, 2018.

On July 2, 2019, the Board of Commissioners approved Resolution 2019-77 authorizing The Parent Company to accept the low bids for the Phase 1 site work.

On September 9, 2019, the Board of Commissioners approved Resolution 2019-86 authorizing an amendment to the agreement with the Parent Company to establish a Guaranteed Maximum Price for Phase 1 work.

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### **Fiscal Impact**

**Amount :** \$3,992,623

**Source of Funds:** Capital Projects Fund

**Account Number:** 311-45200-5028

**Fiscal Impact:**

Sufficient funds have been budgeted in the FY 2020 Capital Projects Fund budget for this project.

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### **Attachments**

Resolution 2019-94

Phase 2 GMP Change Order

Bid Award Recommendation and Bid Tabs

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**RESOLUTION 2019-94**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND THE PARENT COMPANY TO ESTABLISH GUARANTEED MAXIMUM PRICE FOR PHASE 2 WORK FOR THE POLICE DEPARTMENT HEADQUARTERS FACILITY, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE**

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

**SECTION 1.** That the Mayor is hereby authorized to execute an amendment to the agreement by and between the City of Brentwood and The Parent Company to establish guaranteed maximum price for phase 2 work for the Police Department Headquarters Facility, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

\_\_\_\_\_  
MAYOR Rhea E. Little, III

ADOPTED: \_\_\_\_\_

*Approved as to form:*

\_\_\_\_\_  
RECORDER Holly Earls

\_\_\_\_\_  
CITY ATTORNEY Kristen L. Corn

# CHANGE ORDER

G701

Distribution to:  
OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER


PROJECT: City of Brentwood Public Safety Building  
(Name and address) 910 Heritage Way  
Brentwood, TN 37024

CHANGE ORDER NO.: 1  
INITIATION DATE: 10/07/19  
ARCHITECT PROJECT NO.:  
CONTRACT FOR: General Construction  
CONTRACT DATE: 12/10/18

TO CONTRACTOR: The Parent Company, Inc.  
(Name and address) 241 Wilson Pike Circle  
Brentwood, TN 37027

You are directed to make the following changes in this Contract:

Incorporate Foundation/ Structural Steel Bid Package issued by the Architect Workshop dated 9/12/19  
(see Attachment A for list of Documents) ADD \$ 3,992,623.00

*Not valid until signed by the Owner and Architect.*

*Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.*

The original <del>(Contract Sum)</del> (Guaranteed Maximum Price) was .....	\$	\$	2,378,849.00
Net change by previously authorized Change Orders .....	\$		-
The <del>(Contract Sum)</del> (Guaranteed Maximum Price) prior to this Change Order was .....	\$	\$	2,378,849.00
The <del>(Contract Sum)</del> (Guaranteed Maximum Price) will be (increased) <del>(decreased)</del> <del>(unchanged)</del> by this Change Order .....	\$	\$	3,992,623.00
The new <del>(Contract Sum)</del> (Guaranteed Maximum Price) including this Change Order will be .....	\$	\$	6,371,472.00
The Contract Time will be (increased) <del>(decreased)</del> <del>(unchanged)</del> by .....			150 Days
The date of Substantial Completion as of the date of this Change Order therefore is .....			TBD

Authorized:

The Architect Workshop, pllc  
ARCHITECT

700 Melpark  
Address

Nashville, TN 37204

j.e. kennon, jr, principal architect

By

07 oct 2019

Date

The Parent Company, Inc.  
CONTRACTOR

241 Wilson Pike Circle  
Address

Brentwood, TN 37027



By

10/7/19

Date

The City of Brentwood  
OWNER

5211 Maryland Way  
Address

Brentwood, TN 37027

By

Date



**ESTIMATE SUMMARY****10/7/2019**

Project: Foundation and Steel Package - GMP  
 Owner: City Of Brentwood  
 Location: Brentwood Tennessee  
 Est. by:  
 Architect: Architects Workshop

SPEC DIV	BID ITEM #	DESCRIPTION OF WORK	TOTAL W/BURDEN & TAX
	1	Monthly General Conditions	183,190
	2	Temporary Construction	94,144
	3	Micropile Bid	150,000
	4	Micropile Contingency	30,000
	5	Micropile Allowance	26,888
	6	Concrete Package Bid	1,787,000
	7	Load Bearing Masonry	225,653
	8	Structural Steel Bid	1,021,856
	9	Metal Stair Allowance	93,000
	10	Misc Metal Allowance	32,680
	11	Soil Poisoning/ Termite Treatment	5,321
	12	Contingency	200,000
	13	TPC Fee	111,642
	14	Payment & performance Bond	31,249
	15		
	16		
	17		
	18		
	19		
	20		
<b>Total</b>			<b>3,992,623</b>

## Clarifications

- 1 3% allowance of \$49,850 included in concrete bid number
- 2 5% allowance of \$48,660 included in steel bid number
- 3 Allowance of \$93,000 included for stairs and handrails
- 4 Micropile contingency of \$30,000 is included.
- 5 Misc Metal Allowance of \$32,680 is included

City of Brentwood Public Safety Building  
Owner Change Order #1  
Attachment A

Work Package 02 dated 9/12/19 issued by The Architect Workshop

**Drawings**

Number	Title	Date
S001	General Notes	9/12/2019
S002	Quality Assurance Plan	9/12/2019
S111	Foundation Plan - North	9/12/2019
S112	Foundation Plan - South	9/12/2019
S121	2nd Floor Framing Plan - North	9/12/2019
S122	2nd Floor Framing Plan - South	9/12/2019
S131	Roof Framing Plan - North	9/12/2019
S132	Roof Framing Plan - South	9/12/2019
S133	Screenwall Plan	9/12/2019
S151	Annex Building Foundation Plan & Roof Plan	9/12/2019
S201	Foundation Sections and Details	9/12/2019
S202	Foundation Sections and Details	9/12/2019
S203	Foundation Sections and Details	9/12/2019
S204	Foundation Sections and Details	9/12/2019
S211	Annex foundation sections and details	9/12/2019
S301	Framing sections and details	9/12/2019
S302	Framing sections and details	9/12/2019
S303	Framing sections and details	9/12/2019
S311	Roof sections and details	9/12/2019
S312	Roof sections and details	9/12/2019
S313	Roof sections and details	9/12/2019
S321	Annex Roof Sections and Details	9/12/2019
S401	Moment Frames	9/12/2019
S402	Moment Frames	9/12/2019
S403	Sections and Details	9/12/2019

**Project Manual dated 9/12/19**

011000___Summary	Work Package 1	01 Jun 2019
012200___Unit Prices	Work Package 1	01 Jun 2019
012500___Substitution Procedures	Work Package 1	01 Jun 2019
012507___Substitution Request Form	Work Package 1	01 Jun 2019
013200___Construction Progress Documentation	Work Package 2	12 Sep 2019
013300___Submittal Procedures	Work Package 1	01 Jun 2019
014000___Quality Requirements	Work Package 1	01 Jun 2019
015000___Temporary Facilities and Controls	Work Package 1	01 Jun 2019
016000___Product Requirements	Work Package 1	01 Jun 2019
017000___Foundation	Work Package 1	01 Jun 2019

012507___	Substitution Request Form	Work Package 1		01 Jun 2019
013200___	Construction Progress Documentation	Work Package 2		12 Sep 2019
013300___	Submittal Procedures	Work Package 1		01 Jun 2019
014000___	Quality Requirements	Work Package 1		01 Jun 2019
015000___	Temporary Facilities and Controls	Work Package 1		01 Jun 2019
016000___	Product Requirements	Work Package 1		01 Jun 2019
017300___	Execution	Work Package 1		01 Jun 2019
017700___	Closeout Procedures	Work Package 1		01 Jun 2019
017823___	Operation and Maintenance Data	Work Package 1		01 Jun 2019
017839___	Project Record Documents	Work Package 1		01 Jun 2019

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**Bid Document Revision 01 issued by The Parent Company dated 9/19/2019**

**Bid Document Revision 02 issued by The Parent Company dated 9/30/19**

(Includes The Architect Workshop Addendum #1 dated 9/26/19)



241 Wilson Pike Circle • P.O. Box 5036 • Brentwood, TN 37024-5036

October 7, 2019

The City of Brentwood  
5211 Maryland Way  
Brentwood, TN 37027

Attention: Kirk Bednar

Re: Brentwood Police Headquarters  
Foundation / Structural Steel Package

Dear Kirk,

Please accept this letter as our recommendation to award the following bid packages –

Foundation / Structural Steel Package -

Micropiles	Geofirma LLC -	\$ 150,000
Structural Steel	Snake Steel -	\$ 1,021,856
Concrete	The Parent Company -	\$ 1,787,000

A copy of the bid tab is attached for your records.

Should you have questions or require additional information, please advise.

Sincerely,  
THE PARENT COMPANY, INC.

Joel Carden  
Vice President

cc: James Kennon, the architect Workshop  
Cary Sweat, the architect Workshop

# BID TABULATION FORM

**JOB NAME:** Brentwood Police HQ

DATE: 10/3/2019

## TRADE/VENDOR: Micropiles

[illegible]

# BID TABULATION FORM

**JOB NAME:** Brentwood Police HQ

DATE: 10/3/2019

**TRADE/VENDOR: Building Concrete Package**[illegible]

# BID TABULATION FORM

**JOB NAME:** Brentwood Police HQ

**DATE:** 10/3/2019

**TRADE/VENDOR: Structural Steel**[illegible]