



**Agenda for the Regular Meeting of Board of Commissioners
Monday, April 27, 2020 - 7:00 pm
Brentwood City Hall**

In the interest of the public health, safety, and welfare of the public, this meeting will be held electronically pursuant to Governor's Executive Order No. 16. Physical presence of the public will be limited, but the meeting may be viewed online at www.brentwoodtn.gov/livestream.

Call to Order by Mayor
Roll Call
Invocation by Commissioner Macmillan
Pledge of Allegiance to the Flag by Commissioner Smithson

Approval or Correction of Minutes

April 13, 2020

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 2020-36 - A RESOLUTION AUTHORIZING A FACILITY ENCROACHMENT AGREEMENT WITH CSX TRANSPORTATION, INC. AS PART OF THE WIKLE ROAD WATER LINE PROJECT, for adoption

2. Resolution 2020-37 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH INFLO DESIGN GROUP, LLC FOR REVIEW AND PREPARATION OF VARIOUS WATER DEPARTMENT REPORTS, for adoption
3. Resolution 2020-38 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROSSLIN AND ASSOCIATES, PLLC FOR THE ANNUAL AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2020, for adoption
4. Approval of change order with Four Star Paving for roadway repairs and improvements
5. Approval of recommended street resurfacing list for Fiscal Year 2021

Old Business

1. Other old business

New Business

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

A handwritten signature in black ink, appearing to read "Kirk Bednar". The signature is fluid and cursive, with a long horizontal stroke at the end.

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: 04/27/2020

Approval or correction of minutes from Regular Scheduled Commission meeting

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the April 13, 2020 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

DRAFT

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, April 13, 2020 at 7:00 pm at Brentwood City Hall.

Present: Mayor Rhea Little; Vice Mayor Ken Travis (electronically); Commissioner Nelson Andrews (electronically); Commissioner Anne Dunn (electronically); Commissioner Mark Gorman (electronically); Commissioner Susannah Macmillan (electronically); Commissioner Regina Smithson (electronically)

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

Mayor Little stated the following:

“As you may know, Governor Bill Lee issued Executive Order 16 on Friday, March 16. This Order was issued to ensure that government continues to function openly and transparently during the COVID-19 emergency while taking appropriate measures to protect the health and safety of citizens and government officials. In his Order, Governor Lee recognized that guidance from the White House and Centers for Disease Control and Prevention advises that Americans should avoid social gatherings in groups of more than 10 people and that older persons and persons with serious underlying health conditions should remain at home. The Governor also emphasized that in the interest of limiting the community spread of COVID-19, private and governmental entities of all types should eliminate large public gatherings and conduct business remotely by electronic means to the greatest extent possible. The Order provides that governments may meet to conduct essential business by electronic means when the governing body determines that doing so is necessary to protect citizens.

Sadly, COVID-19 is spreading rapidly throughout the state and Williamson County, with known cases in Brentwood. Therefore, the City has determined that in the interest of protecting the health, safety, and welfare of Tennesseans and the citizens of Brentwood, it is necessary for the Board of Commissioners to meet partially electronically rather than in-person. We have posted the link for public viewing on the City’s website and social media pages, and we have disseminated the same to the media.

Is there any objection by the Commission? Seeing none, we will proceed with our meeting in accordance with the State of Tennessee Governor’s Executive Order Number 16.”

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

Approval or Correction of Minutes

March 23, 2020

Moved by Vice Mayor Ken Travis (electronically) for approval of the minutes as written, seconded by Mayor Rhea Little

Vote: 7 - 0 Approved - Unanimously

Consent Agenda

Ordinance 2020-05 - AN ORDINANCE AMENDING THE BRENTWOOD MUNICIPAL CODE BY MODIFYING SECTION 22-4 REGARDING COURT COSTS, for consideration on second and final reading

Resolution 2020-25 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRAYBAR ELECTRIC COMPANY FOR LED LIGHT FIXTURES FOR CROCKETT PARK AND GRANNY WHITE PARK, for adoption

Resolution 2020-32 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH KERR BROS. & ASSOCIATES, INC. FOR PAVEMENT MARKING SERVICES, for adoption

Resolution 2020-33 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH DEMCO LIBRARY INTERIORS FOR PURCHASE OF FURNITURE FOR THE CHILDREN'S LIBRARY UTILIZING FUNDS FROM THE JOHN P. HOLT BEQUEST ACCOUNT, for adoption

Resolution 2020-34 - A RESOLUTION AUTHORIZING AN AMENDMENT OF THE AGREEMENT WITH ARCHITECT WORKSHOP FOR POLICE HEADQUARTERS FACILITY DESIGN SERVICES, for adoption

Approval to purchase body armor for the Police Department

Approval to purchase two trucks for the Water Services department

Moved by Vice Mayor Ken Travis (electronically) for approval of the items on the Consent Agenda, seconded by Commissioner Regina Smithson (electronically)

Vote: 7 - 0 Approved - Unanimously

New Business

Resolution 2020-35 - A RESOLUTION AUTHORIZING A TEMPORARY MODIFICATION TO THE CITY OF BRENTWOOD UTILITY BILLING POLICIES DUE TO THE HARDSHIPS AS A RESULT OF THE COVID-19 VIRUS, for adoption

Moved by Commissioner Mark Gorman (electronically) for approval, seconded by Commissioner Nelson Andrews (electronically)

Vote: 7 - 0 Approved - Unanimously

Appointment of three (3) members to the Park Board

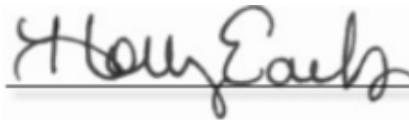
Lenda Elmlinger, Dave Olmstead, and Daniel Spann were appointed to serve a three (3) year term expiring on April 30, 2023.

Appointment of one (1) member to the Williamson County Board of Equalization

John Magyar was appointed to serve a two (2) year term expiring on May 1, 2022.

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

APPROVED _____

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

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 04/27/2020

Resolution 2020-36 - Approval of Encroachment Agreement with CSX Railroad for Wikle Rd. Water Line Project

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Resolution 2020-36 - Approval of Facility Encroachment Agreement with CSX Railroad associated with the Wikle Road Water Line Project.

Background

The Water Services Department staff along with the project engineer are nearing completion of the design for the Wikle Road Water Line improvements project. The project scope includes replacing and upsizing older sections of 8- and 10-inch plastic piping with 12-inch ductile iron pipe, which is the current pipe material standard. The location of the project follows Wikle Road from Franklin Road eastward to Wikle Park and then southward around Flagpole Park to Mallory Park where it connects to an existing 12-inch water line.

Along this route, the water line must cross CSX railroad right-of-way (ROW). See the attached site map for exact location and routing. Staff has been working with CSX to obtain permission to install the new water across the railroad ROW. To obtain permission for this work, CSX requires a Facility Encroachment Agreement be executed by the City. Enclosed for your consideration is a site map and a copy of the agreement form.

Accordingly, staff is recommending approval of the enclosed agreement so we can move forward with bidding this work. For questions, please contact Chris Milton, Water Services Director.

Staff Recommendation

Staff recommends approval of the attached agreement.

Previous Commission Action

No previous Commission action.

Fiscal Impact

Amount : \$8,300

Source of Funds: Water & Sewer Fund

Account Number: 412-16700-8036

Fiscal Impact:

Initial application and plans review fees total \$8,300. Additional fees associated with this project to be paid to CSX for construction oversight, etc. will ultimately exceed \$10,000.

Attachments

Resolution 2020-36

Contract No. 2020-023

Site Map

Profile Drawing

RESOLUTION 2020-36

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE
MAYOR TO EXECUTE A FACILITY ENCROACHMENT AGREEMENT BY AND
BETWEEN THE CITY OF BRENTWOOD AND CSX TRANSPORTATION, INC. AS
PART OF THE WIKLE ROAD WATER LINE PROJECT, A COPY OF SAID
AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS
RESOLUTION BY REFERENCE**

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

SECTION 1. That the Mayor is hereby authorized to execute a facility encroachment agreement by and between the City of Brentwood and CSX Transportation, Inc. as part of the Wikle Road water line project, in a form substantially similar to the agreement attached hereto and satisfactory to the City Manager and City Attorney, and which is 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

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of February 12, 2020, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF BRENTWOOD WATER SERVICES, a municipal corporation, political subdivision or state agency, under the laws of the State of Tennessee, whose mailing address is 1750 General George Patton Dr., Brentwood, Tennessee 37027, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Brentwood, Williamson County, Tennessee, Nashville Zone Division, Nashville Subdivision, Valuation Station 3144+05, Milepost 000-199.4, Latitude N35:59:12.00, Longitude W86:48:15.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensors.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensors a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS (\$5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensors' current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors' property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensors shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensors (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensors and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensors, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensors' property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s)

and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence,

operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for

any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.

- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and

completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency

Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 615-785-2071.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and

privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensors hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensors property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19. CONTRACTOR'S ACCEPTANCE:

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensors:

CSX TRANSPORTATION, INC.

By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee:

CITY OF BRENTWOOD WATER SERVICES

By:_____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:_____

Print/Type Title:_____

Tax ID No.:_____

Authority under Ordinance or

Resolution No._____,

Dated _____.

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX900218, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated February 12, 2020, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee's Contractor

LICENSEE'S CONTRACTOR

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: _____

TITLE: _____

DATE: _____



CSX Railroad
Proposed Water Line Crossing

WIKLE PARK

Brentwood City Commission Agenda

Meeting Date: 04/27/2020

Resolution 2020-37 - Agreement with INFLO Design Group for Review and Preparation of Various Water Department Reports

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Resolution 2020-37 - Agreement with INFLO Design Group for Review and Preparation of Various Water Department Reports

Background

The Water Services Department is requesting approval of an agreement with Inflo Design Group for preparation, review and updates of various Water Service Department reports and plans required under State and Federal regulations.

Inflow Design Group has previously been contracted by the Department for assistance with preparing reports including the department's annual water loss audit report submitted to the State each year. In addition to this report which will again need to be prepared this summer, the Department intends to update several additional reports or plans in the next several years.

These reports include, a review and update of the department's Sewer Capacity, Management, Operations and Maintenance Plan (CMOM). The CMOM Plan is an EPA regulatory requirement for sewer utilities and provides for an information-based plan focused on reducing sanitary sewer overflows. CMOM Program activities include a wide range of programs such as: developing and maintaining a sewer system model; development and maintenance of an asset management program; implementation of a fats, oils and grease (FOG) reduction program; sewer pipeline cleaning and inspection program; among other activities the department currently manages.

In FY 2021, EPA requires water utilities to develop and implement a "Risk and Resilience Assessments and Emergency Response Plan." This new plan is a requirement of the 2018 Water Infrastructure Act and requires water utilities to hire an outside consultant to complete a risk assessment and review of the department's emergency response plan for the water distribution system and submit findings and certification of completion to EPA.

Other plan updates in the next several years include an updated evaluation of the sewer

system emergency response plan and evaluation and improvements from water system leak detection results.

Accordingly, staff is recommending approval of the attached professional services agreement with Inflo Design Group at the hourly rates established in the agreement. The agreement allows for increases in rates based on annual CPI adjustments and renewals annually for continued services as outlined in the agreement.

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

Staff Recommendation

Staff recommends approval.

Previous Commission Action

No previous Commission action.

Fiscal Impact

Amount : Varies

Source of Funds: Water Services Budget

Account Number: Varies

Fiscal Impact:

Work will only be authorized to the extent that approved funding is available in the Water Services budget.

Attachments

Resolution 2020-37

COB Contract No. 2020-048

RESOLUTION 2020-37

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF
BRENTWOOD AND INFLO DESIGN GROUP, LLC FOR REVIEW AND PREPARATION
OF VARIOUS WATER DEPARTMENT REPORTS, 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 Inflo Design Group, LLC for review and preparation of various Water Department reports, 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

INFLO DESIGN GROUP, LLC
MASTER SERVICES AGREEMENT

COB Contract #: 2020-048

This master services agreement is made as of _____ by and between the City of Brentwood (Owner or COB) and Inflo Design Group, LLC (Engineer or IDG) for professional consulting services for various assignments on an on-call basis (Work). The Work does not include engineering design, construction management or project representative services, which, if performed, will be under a separate agreement.

- I. **PROFESSIONAL SERVICES:** The scope of the Work will be set forth in either individual Task Orders (which upon execution by both parties will be incorporated into this Agreement) or through specific written directives by Owner. All Work shall be completed in accordance with, and subject to, the Terms and Conditions set forth herein.
- II. **COMPENSATION:** Except as otherwise set forth in an executed Task Order, the amounts that Owner shall compensate IDG for the Work set forth in Attachment A of this Agreement.
- III. **PAYMENTS:** Invoices for the Work will be issued monthly, and payment is due within 30 days of receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than sixty (60) days old.
- IV. **TIME:** Except as otherwise set forth in an executed Task Order, IDG will commence Work within a reasonable time after receipt of an executed Task Order or written directive from Owner for such Work. IDG will perform the Work in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for unforeseeable delays or suspensions due to circumstances beyond IDG's control.
- V. **SUSPENSION OF WORK:** If Owner fails to pay any invoice when due or otherwise is in material breach of this Agreement, IDG may at its sole discretion suspend performance of all Work upon five (5) days' prior written notice to Owner. IDG shall have no liability to Owner, and Owner agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the

suspension, IDG shall resume all Work within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, IDG shall perform the Work in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the Work is provided.
- VII. **TERMINATION:** The obligation to provide Work under this Agreement may be terminated without cause by either party upon ten (10) days' prior written notice to the other party. On termination by either the Owner or IDG, Owner shall pay IDG all amounts due for any Work performed up to the date of the written notice of termination (plus all reimbursable expenses incurred prior to such written notice).
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by IDG pursuant to this Agreement are instruments of professional service intended to serve a specific purpose and scope of work. Any reuse for purposes other than originally intended shall be at Owner's sole risk and without liability to IDG. IDG shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. **ACCESS TO THE SITE/JOBSITE SAFETY:** Owner shall provide IDG reasonable access to the Owner's facilities for activities necessary for the performance of the Work.
- X. **INSURANCE:** IDG shall, during the term of this Agreement, maintain at its own expense (i) workers' compensation insurance coverage for IDG's employees in each state where Work is to be performed, pursuant to such state's requirements; (ii) commercial general liability insurance with Owner listed as an additional insured; (iii) automotive liability insurance with Owner listed as an additional insured, and (iv) professional liability insurance insuring IDG with respect to damages resulting from negligent errors, omissions, and acts of IDG in the


performance of the Work. All coverages required in this section shall provide limits of liability in the minimum amount of one million dollars (\$1,000,000) per occurrence and annual aggregate, except for workers' compensation insurance, which shall have a policy limit of \$500,000.

- XI. RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Work to both Owner and IDG, to the fullest extent permitted by law, the parties agree to allocate the risks such that IDG's total liability to Owner for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of the Work under this Agreement from any cause or causes shall not exceed \$1,000,000 per Task Order or written directive by Owner, as applicable. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement may be submitted to nonbinding mediation. If the parties choose mediation, the parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by IDG represents the judgment of one or more IDG professionals and is supplied for general guidance of Owner. Since IDG has no control over the construction marketplace and does not use the same pricing methods used by construction contractors, IDG does not guarantee the accuracy of such opinions.
- XIV. PROPRIETARY INFORMATION:** All data and information regarding COB that becomes known to IDG in connection with the Work shall be deemed proprietary and confidential and is referred to in the paragraph as "Confidential Information". IDG agrees to hold all Confidential Information in the strictest confidence and will not use or disclose any Confidential Information to any third party. IDG will disclose Confidential Information only to Owner, its agents, or employees, each as necessary in connection with the Work. Provision XIV shall not apply to any data or information to the extent it is (a) in the public domain at the time it was disclosed, (b) already known without restriction to the party receiving it at the time it was disclosed, (c) learned from a third party not in breach of any confidentiality obligations, or (d) required by a judicial or administrative court order to be

disclosed. The obligations of this Provision XIV shall survive after the termination of this Agreement.

XV. AGREEMENT TERM: IDG agrees to that the above-described work shall commence on the date of execution of this agreement and agrees to renew this Agreement annually on its anniversary date for up to four additional one-year periods at the request of the Director, with rate adjustments not to exceed 3% annually. After the first anniversary date of this Agreement, it shall be automatically renewed for four additional one-year periods.

XVI. GOVERNING LAW: The Work and this Agreement shall be governed by the laws of the State of Tennessee.

Owner	Inflo Design Group, LLC
By:	By: 
Printed Name:	Printed Name: Barney Fullington
Title:	Title: President/Member
Address:	Address: 406 Wild Elm St Franklin, TN 37064
Date Signed:	Date Signed: March 13, 2020
Tax I.D. Number:	

**ATTACHMENT A
TO
MASTER SERVICES AGREEMENT**

Owner: City of Brentwood (COB)
Engineer: Inflo Design Group, LLC (IDG)
Work: On-Call Professional Services

COMPENSATION

Owner agrees to pay Engineer for the Work under this Agreement on an hourly rate basis according to the following Billing Rate Schedule:

IDG Billing Rate Schedule

Project Role	Hourly Billing Rates
Senior Engineer	\$175
Principal Engineer	\$165
Project Engineer	\$155
Staff Engineer	\$145

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

- a. Travel by company or private vehicle outside of Middle TN at the IRS standard mileage rate.
- b. Other direct expenses incurred by Engineer will be invoiced at the actual cost incurred.

The rates listed above are valid for one calendar year after initiation of the project at which time, and upon prior written notice to Owner, they may be subject to annual increases of 3%.

Brentwood City Commission Agenda

Meeting Date: 04/27/2020

Resolution 2020-38 - Authorizing an Agreement with Crosslin and Associates for the Comprehensive Annual Financial Report (Audit) for Fiscal Year 2020

Submitted by: Karen Harper, Finance

Department: Finance

Information

Subject

Resolution 2020-38 - Authorizing an Agreement with Crosslin and Associates for the Comprehensive Annual Financial Report (Audit) for Fiscal Year 2019-2020

Background

Please find attached the proposed annual audit contract with Crosslin & Associates, PLLC, for the City's independent auditing services for the fiscal year July 1, 2019 through June 30, 2020. The contract fee of \$54,200 covers the base auditing services and preparation of financial statements. The contract fee represents a small increase of \$1,300 from the previous year's audit.

In the interest of good governance, in FY 2015, it was decided to solicit proposals from firms interested in performing financial audits for the City. A request for proposals (RFP) was distributed and after evaluating each of the proposals received, the highest composite score of 95 out of 100 was given to Crosslin & Associates PLLC, earning Crosslin the recommendation from staff to be awarded the contract for audit services. The audit for FY 2019-2020 is a one year contract since FY 2018-2019 was the final year of the five year contract with Crosslin. All five audits performed by Crosslin went very smoothly and for that reason, it was determined to recommend one additional year with the intention of soliciting proposals for auditing services for FY 2020-2021.

For FY 2020, Crosslin will assist with the following GASB Statements: No. 84, Fiduciary Activities, No. 87, Leases, No. 88, Certain Disclosures Related to Debt, No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period, and No. 90, Majority Equity Interests. We do not expect any significant impacts from these new standards.

The proposed audit fee is reasonable for the scope of work and is consistent with the original five-year fee proposal. The Finance Department staff will continue to work with Crosslin to keep the hours on the engagement as low as possible. The cost of the audit is allocated to four funds, including the General Fund, Water and Sewer Fund, Municipal Center Fund and Post Employments Benefits Trust. If approved by the Board of

Commissioners, the Mayor will electronically sign the agreement with a copy going to the TN Comptroller's Office also.

Should you have any questions or need additional information, please contact the Finance Director.

Staff Recommendation

The staff recommends approval of the accompanying resolution.

Fiscal Impact

Amount : \$54,200
Source of Funds: Multiple
Account Number: Various

Fiscal Impact:

General Fund	\$29,345
Water Services Fund	\$18,950
Municipal Center Fund	\$3,685
Post-Employment Benefits Trust	\$2,220

Attachments

Resolution 2020-38
FY 2019-2020 Letter of Engagement

RESOLUTION 2020-38

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND CROSSLIN AND ASSOCIATES, PLLC FOR THE ANNUAL AUDIT OF THE CITY OF BRENTWOOD FOR THE FISCAL YEAR ENDING JUNE 30, 2020, 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 Crosslin and Associates, PLLC for the annual audit of the City of Brentwood for the fiscal year ending June 30, 2020, 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

April 10, 2020

To Ms. Karen Harper and City Commission
City of Brentwood, Tennessee
5211 Maryland Way
Brentwood, Tennessee 37027

We are pleased to confirm our understanding of the services we are to provide the City for the year ended June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Political Subdivision Pension Plan Required Schedules
- 3) Other Post Employment Benefits Required Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to



the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Budgetary Comparison Schedules
- 3) Combining Financial Statements and Schedules – Non-Major Funds; Internal Service Funds
- 4) Other Schedules Required by the Comptroller of Treasury Audit Manual, which will be noted in the auditor's report

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section
- 3) Certain Schedules Required by the Comptroller of the Treasury Audit Manual, which will be noted in the auditor's report

AUDIT OBJECTIVES

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).



The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to The Honorable Mayor and City Commission of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

AUDIT PROCEDURES—GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES—INTERNAL CONTROL

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.



An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

AUDIT PROCEDURES—COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

OTHER SERVICES

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

MANAGEMENT RESPONSIBILITIES

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's



responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on July 1, 2020.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

OWNERSHIP OF WORKING PAPERS

The working papers prepared in conjunction with our audit are the property of our Firm, constitute confidential information, and will be retained by us in accordance with our Firm's policies and procedures.

However, pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to the City's oversight agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such workpapers will be provided under the supervision of Crosslin, PLLC personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to the aforementioned parties. These parties may intend or decide to distribute the photocopies of information contained therein to others, including other governmental agencies.

REPRODUCTION OF AUDIT REPORTS

If the City plans any reproduction or publication of our reports, or any portion of them, copies of masters' or printers' proofs of the entire document should be submitted to us in sufficient time for our review and approval before printing. The City also agrees to provide us with a copy of the final reproduced material for our approval before it is distributed.



OFFERING DOCUMENT

Should the City wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities, prior to our consenting to include or incorporate by reference our report(s) on such financial statements, we would consider our consent to the inclusion of our report and the terms thereof at that time. We will be required to perform procedures as required by the standards of the American Institute of Certified Public Accountants, including, but not limited to, reading other information incorporated by reference in the offering document and performing subsequent event procedures. Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, we will not perform procedures to corroborate such other information (including forward-looking statements). The specific terms of our future services will respect to future offering documents will be determined at the time the services are to be performed.

Should the City wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities without obtaining our consent to include or incorporate by reference our report(s) on such financial statements, and we are not otherwise associated with the offering document, then the City agrees to include the following language in the offering document:

“Crosslin, PLLC, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crosslin, PLLC also has not performed any procedures relating to this official statement.”

MANAGEMENT REPRESENTATIONS

As required by auditing standards generally accepted in the United States of America, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, the City will release Crosslin, PLLC and its personnel from any liability and costs relating to our services under this agreement attributable to any misrepresentations by management.

AVAILABILITY OF RECORDS AND PERSONNEL

The City agrees that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have full cooperation of, and unrestricted access to, the City's personnel during the course of the engagement.

The City also agrees to ensure that any third party valuation reports that the City provides to us to support amounts or disclosures in the financial statements 1) indicate the purpose for which they were intended, which is consistent with the City's actual use of such reports; and 2) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

ASSISTANCE BY YOUR PERSONNEL AND INTERNET ACCESS

We also ask that the City personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to the City's employees and/or customers should be provided to us. In addition, we ask that the City provide high-speed Internet access to our engagement team, if practicable, while working on its premises. This assistance will serve to facilitate the progress of our work.

PEER REVIEW REPORTS

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report was provided with our original proposal for these services and is available publicly at the AICPA's website.

TRAINING EVENTS

Our firm devotes special resources to our governmental and not-for-profit customers in an effort to keep them up to date on current events within the governmental arena. In addition to our practical audit experience with these types of organizations, we have experience in assisting our customers in the implementation of new accounting and reporting requirements, trends, and practices. Additionally, Crosslin annually hosts a two-day seminar in governmental and not-for-profit accounting and auditing. The City's accounting and internal audit teams will receive invitations to attend all of our educational conferences (free of charge) for which attendees receive CPE credit.

OTHER SERVICES

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.



We are always available to meet with you and/or other administrators at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the City. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

INDEPENDENCE

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the City in the performance of our services. Any discussions that you have with professional personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the preparation of the Plan financial statements. Prior to performing such service in conjunction with our audit of the Plan, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its functions and fulfilling its responsibilities.

The Plan agrees to perform the following functions in connection with our performance of the non-attest services:

- a. Make all management decisions and perform all management functions with respect to the financial statements provided by us.
- b. Assign those charged with governance to oversee the preparation of the financial statements and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of the financial statements.
- d. Establish and maintain internal controls over the preparation of the financial statements.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The City's management must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

FEES

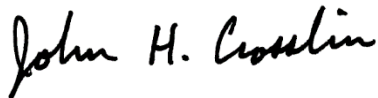
Our charges to the City for the services described above are expected to be \$54,200. The fees are based on anticipated cooperation from the City personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If payments are not received promptly, we reserve the right to stop work on the engagement.

Our charges for other services will be agreed to separately.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

CROSSLIN PLLC



John H. Crosslin
Co-Managing Principal

Acknowledged

THE CITY OF BRENTWOOD

By _____

Date _____

Brentwood City Commission Agenda

Meeting Date: 04/27/2020

Approval of Change Order for Roadway Repairs and Improvements Contract

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Approval of Change Order for Roadway Repairs and Improvements Contract

Background

Over the past year, the Engineering Department has prepared an Americans with Disabilities Act (ADA) Transition Plan that will guide the City's Public Works Department in performing modifications to existing ADA curb ramps and sidewalks through our Annual Roadway Repairs and Improvements contract. These improvements are required by the ADA to help provide safe and efficient pedestrian access to all.

Within the past several weeks, the Public Works Department has identified 82 ADA ramp retrofits that are timely coordinated with the upcoming FY 2020 repaving work along Granny White Pike, a portion of Virginia Way, Powell Place, and Winners Circle in the Maryland Farms area. This area of town is popular for school and pedestrian traffic and made for an ideal location to begin our multi-year project to retrofit ADA ramps throughout the City. The annual Roadway Repairs and Improvements contract includes a broad range of line items, including one to cover the removal and replacement of ADA ramps. However, it has become evident that a minor contract specification modification is necessary for our ability to construct a functional and lasting product while maintaining aesthetics of the surrounding area and limiting the impacts on existing private landscape features due to ground slope and other factors.

Staff has worked with the City's contractor to identify appropriate solutions to continue to move forward, while installing a durable ADA ramp and limiting the overall impacts on the right of way and private property that immediately surrounds the installation sites.

Staff is recommending the approval of a Change Order (copy attached) to the Annual Roadway Repairs & Improvements contract, to include two additional line items. Item 604-07.30 will cover the installation of a concrete retaining wall or knee wall to be used on a case-specific basis to protect surrounding landscape from unnecessary impacts related to the ADA retrofit. Item 702-01.02 allows for the installation of a 12" deep reinforced concrete curb to be installed at these radius returns preventing buckling, crumbling, and shifting of the ramps due to the weight of vehicular traffic. Please see

attached examples of these installations.

Staff believes that the contractor has offered the City a fair price for these two additional options at \$22 and \$25 per linear foot respectively. The use of these two line items will not affect the overall contract value or budget, rather it allows us to utilize these two additional methods to improve the overall craftsmanship of the installations already contemplated.

Please refer any questions to the Public Works Director

Staff Recommendation

Staff is recommending the approval of a Change Order to the Annual Roadway Repairs & Improvements contract, to include two additional line items.

Previous Commission Action

N/A

Fiscal Impact

Amount : \$0

Source of Funds:

Account Number:

Fiscal Impact:

The approval of this Change Order will not change the overall contract value or budget allotment.

Attachments

Proposal Request and Supplemental Instructions

ADA Ramp Example Installations

SUPPLEMENTAL INSTRUCTIONS

SUP. INST. No. 1

DATE OF ISSUANCE: April 16, 2020

CONTRACTOR: Mr. Mike Maynard
Four Star Paving
1214 Brick Church Pike
Nashville, TN. 37207

OWNER: City of Brentwood
Mr. Todd Hoppenstedt, Director of Public Works
P.O. Box 788
Brentwood, TN. 37024-0788

CONTRACT: General Construction

PROJECT: Roadway Repairs & Improvements Fiscal Year 2019-2020

OWNER's Contract No. _____

ENGINEER's Contract No. 19-001

ENGINEER: Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.
317 Main Street, Suite 201, Franklin, TN 37064

Instructions:

- 1) On April 16, 2020 a proposal request was initiated to include a couple items related to the construction of Handicap Ramps. The referenced items are noted in Proposal Request #2, dated April 16, 2020. These items shall be incorporated into the contract and will be used as directed.

Attachments: (List documents supporting proposal request)

- a) Proposal Request #2, April 16, 2020

Paul Collins, Sullivan Engineering, Inc

Issuing Agent

April 16, 2020

Date

Mike Maynard
Received by

4-17-20

Date

PROPOSAL REQUEST

PROPOSAL No. 2

DATE OF ISSUANCE: April 16, 2020

CONTRACTOR: Mr. Mike Maynard
Four Star Paving
1214 Brick Church Pike
Nashville, TN. 37207

OWNER: City of Brentwood
Mr. Todd Hoppenstedt, Director of Public Works
P.O. Box 788
Brentwood, TN. 37024-0788

CONTRACT: General Construction

PROJECT: Roadway Repairs & Improvements Fiscal Year 2019-2020

OWNER's Contract No. _____

ENGINEER's Contract No. 19-001

ENGINEER: Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.
317 Main Street, Suite 201, Franklin, TN 37064

Instructions:

Please provide construction cost for the following: (The unit prices shown have been taken from the annual contract)

ADDITIONAL CONTRACT SERVICES					
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
604-07.30	RETAINING WALL (CLASS "A" CONCRETE, NOT TO EXCEED 24" IN HEIGHT)	L.F.	1	\$22.00	\$22.00
702-01.02	CONCRETE CURB, (12"-TO BE USED AS DIRECTED AT RADIUS RETURNS	L.F.	1	\$25.00	\$25.00
SUB-TOTAL BASE CONTRACT					\$47.00

NOTE:

All other items associated with this work shall be paid in accordance with the unit price contract as noted above.

Attachments: (List documents supporting proposal request)

I. N/A

Paul Collins, Sullivan Engineering, Inc.

Issuing Agent:

April 16, 2020

Date:

Received by:

Date:

PROPOSAL REQUEST

PROPOSAL No. 2

DATE OF ISSUANCE: April 16, 2020

CONTRACTOR: Mr. Mike Maynard
Four Star Paving
1214 Brick Church Pike
Nashville, TN. 37207

OWNER: City of Brentwood
Mr. Todd Hoppenstedt, Director of Public Works
P.O. Box 788
Brentwood, TN. 37024-0788

CONTRACT: General Construction

PROJECT: Roadway Repairs & Improvements Fiscal Year 2019-2020

OWNER's Contract No. _____

ENGINEER's Contract No. 19-001

ENGINEER: Mr. Richard Sullivan, PE, Sullivan Engineering, Inc.
317 Main Street, Suite 201, Franklin, TN 37064

Instructions:

Please provide construction cost for the following: (The unit prices shown have been taken from the annual contract)

ADDITIONAL CONTRACT SERVICES					
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
604-07.30	RETAINING WALL (CLASS "A" CONCRETE, NOT TO EXCEED 24" IN HEIGHT)	L.F.	1	\$22.00	\$22.00
702-01.02	CONCRETE CURB, (12"-TO BE USED AS DIRECTED AT RADIUS RETURNS	L.F.	1	\$25.00	\$25.00
SUB-TOTAL BASE CONTRACT					\$47.00

NOTE:

All other items associated with this work shall be paid in accordance with the unit price contract as noted above.

Attachments: (List documents supporting proposal request)

I. N/A

Paul Collins, Sullivan Engineering, Inc.

Issuing Agent:

April 16, 2020

Date:

Received by:

Date:



12" Reinforced Concrete Radius Return Example



Knee Wall Installation Examples



Brentwood City Commission Agenda

Meeting Date: 04/27/2020

Approval of Recommended Roadway Repairs and Improvements List for FY2021

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Approval of Recommended Roadway Repairs and Improvements List for FY2021

Background

Attached is a list of City of Brentwood-maintained street segments recommended for repair and improvement in FY 2021. The list was partially developed using data from a Commission-approved contract with Data Transfer Solutions (DTS) for a video assessment of all City streets which was conducted in the spring/summer of 2017. In addition, staff physically evaluates the top priorities each year to further refine the list. We consider pavement condition, traffic type, traffic volume, speed limit, current maintenance demands, drainage concerns, reports of pavement failures, and any plans for upcoming water and sewer related work that may impact these streets before preparing the recommended list.

The proposed FY 2021 budget for Roadway Repairs and Improvements is \$2,400,000, comprised of \$800,000 from the General Fund and \$1,135,000 from the State Street Aid Fund and \$465,000 in one-time state grant funds in the Capital Projects Fund. The attached list of street segments represents our highest priorities identified at this time. As the work progresses through the year, staff will continually review actual project costs to determine what additional work can be added to the contract in order to optimize the use of available funds.

Staff recommends maintaining approximately a 15% contingency for emergency repairs or unforeseen pavement failures and potential fluctuations in the TDOT asphalt cost index during the course of the fiscal year. Emergency repairs could include pavement buckles from heat or failures experienced throughout the winter months, usually attributed to freeze and thaw cycles. The contingency funds allow some flexibility in adjusting the plan to correct emergency pavement failures. If the contingency is not used by the spring of 2021, we will proceed with repair of the available street or streets from the priority list.

Please direct any questions to the Public Works Director.

Staff Recommendation

Staff recommends the approval of the FY 2021 paving list.

Previous Commission Action

No previous action on this item.

Fiscal Impact

Amount : \$2,400,000

Source of Funds: See Below

Account Number: See Below

Fiscal Impact:

The proposed FY 2021 Roadway Repairs & Improvements Budget consists of \$2,400,000. Of which \$800,000 comes from the General Fund (110-43120-82640), \$1,135,000 comes from the State Street Aid Fund (121-43120-82640), and \$465,000 from the Capital Projects Fund (311-43100-1000).

Attachments

FY2021 Recommended Roadway Repairs & Improvements List

GIS I.D.#	Fiscal Year	Street Segment	Limits
Moved up to FY2020, using remaining contingency funds			
SP_29_40	20	Heritage Drive	Jones Parkway to Saddlebow Drive
SP_29_41	20	Heritage Drive	Jones Parkway to cul-de-sac
SP_30_119	20	Chesapeake Drive	9400 Chesapeake to Saratoga Dr.
	20	Shadow Creek/Sunset Road Round-About	Round-About and approaches
SP_34_98	20	Liberty Church Road	Concord Road to bollards at deadend
Recommended Street Segments for FY2021			
SP_12_39	21	Tea Rose Terrace	Cul-de-sac to cul-de-sac
SP_12_40	21	Tea Rose Terrace	Cul-de-sac to cul-de-sac
SP_8_17	21	Tupper Place	Bridlewood to eastern cul-de-sac
SP_8_16	21	Tupper Place	Bridlewood to western cul-de-sac
SP_12_32	21	Splitrail Drive	Wendover to Cul-de-sac
SP_11_76	21	Frierson Street	Church Street to City Limits
SP_11_79	21	Town Center Way	Round-About to Frierson
SP_11_80	21	Wilson Pike Circle	Round-About to City Limits
SP_11_82	21	Church Street East	Wilson Pike to City Limits
SP_12_79	21	Lenox Road	Williamsburg to cul-de-sac
SP_29_44	21	Jones Hill Drive	Hunterboro to Dead End
SP_30_18	21	Alcove Ct.	Pinkerton Road to Cul-de-sac
SP_30_16	21	Wellspring Ct	Fountainbrooke to cul-de-sac
SP_30_14	21	Hollow Spring Ct	Fountainbrooke to cul-de-sac
SP_30_11	21	Fountainbrooke Ct	Fountainbrooke to cul-de-sac
SP_31_7	21	Waller Road	Concord to joint south of Maupin
SP_35_63	21	Apache Trail	Arrowhead Drive to cul-de-sac
SP_35_57	21	Holly Road	Knox Valley to Devens Drive
SP_35_56	21	Donaway Ct.	Holly Road to cul-de-sac
SP_35_22	21	Dozier Place	Brenthaven Drive to Parker Place
SP_35_21	21	Dozier Ct	Dozier Place to cul-de-sac
SP_54_8	21	Maryland Lane	Gordon Petty to Crockett Hills Blvd
SP_54_19	21	Maryland Lane	Covington Drive to cul-de-sac
SP_54_20	21	Maryland Lane	Covington to Gordon Petty
SP_54_14	21	North Martha Ct	Maryland Lane to cul-de-sac
SP_54_59	21	Araby Dr	Moore's Lane to Suzanne Dr.
SP_54_58	21	Araby Dr	Suzanne Dr. to dead end
SP_54_63	21	Suzanne Dr	Liberty Road to Dead end
SP_54_60	21	Kipling Dr	Suzanne Drive to dead end
SP_54_62	21	Sherwood Dr	Suzanne Drive to dead end
SP_54_61	21	Liberty Rd	Dead end to cul-de-sac
Patch Work			
	21	1214 Chickasaw Drive	in front of driveway
	21	Ansley Lane	Speedhump by Somerset Pool
	21	Split Log Road	West of Charity Drive
	21	Misc. Patching on Williamsburg	Seward to Cul-de-sac
	21	Misc. Patching on Ragsdale Road	Split Log to Balroyal Road

Brentwood City Commission Agenda

Meeting Date: 04/27/2020

Notice of Future Appointments of Two Members to the Library Board (for information only)

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Notice of Future Appointments of Two (2) Members to the Library Board (for information only)

Background

At the Monday, June 8, 2020 meeting, the Board of Commissioners will appoint two (2) members to the Library Board. The appointees will serve three (3) year terms expiring June 30, 2023. The two positions on the Board are currently held by Laura McClendon and Sree Polavarapu. Applicants must be residents of the City of Brentwood.

Applications must be submitted by May 8, 2020 to the City Recorder at Brentwood City Hall, 5211 Maryland Way, by mail to P. O. Box 788, Brentwood, TN 37024-0788 or online at the City's website - www.brentwoodtn.gov.

Notice of the upcoming appointments and process/deadlines for applications will be published in the Tennessean's Williamson section, posted on the City's webpage and on the Brentwood City Government Cable Channel (BTV).

Staff Recommendation

n/a

Fiscal Impact

Attachments

No file(s) attached.
