



Agenda for the Regular Meeting of Board of Commissioners
Monday, April 25, 2022 - 7:00 pm
Brentwood City Hall

Call to Order by Mayor
Roll Call
Invocation by Commissioner Dunn
Pledge of Allegiance to the Flag by Commissioner Gorman

Approval or Correction of Minutes

April 11, 2022

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 2022-44 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH NATIONWIDE FINANCIAL SOLUTIONS, INC. REGARDING THE 401(a) MONEY PURCHASE PLAN ADMINISTERED FOR THE CITY BY NATIONWIDE RETIREMENT SOLUTIONS, for adoption
2. Resolution 2022-45 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH BLANKENSHIP CPA GROUP, PLLC, FOR FINANCIAL AND COMPLIANCE AUDIT SERVICES, for adoption
3. Resolution 2022-47 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRAYBAR ELECTRIC COMPANY, INC., FOR THE PURCHASE OF FIFTY-THREE (53) FIBER TERMINATION PANELS WITH SPLICING TRAYS, for adoption

4. Approval to purchase office chairs for the Emergency Communications Center
5. Approval to purchase a tandem-axle dump truck for the Public Works Department
6. Approval to purchase a stock Mack/Petersen TLC3 grapple truck for the Public Works Department
7. Approval to purchase Microsoft Windows server licenses
8. Approval to purchase server upgrade for computer aided dispatch
9. Approval to purchase lightning protection and upgraded grounding for the Emergency Communications Center

Old Business

1. Other old business

New Business

1. Resolution 2022-46 - A RESOLUTION APPROVING EXTENSION OF SEWER SERVICE TO 9725 SPLIT LOG ROAD
2. Other new business

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

Kirk Bednar
City Manager

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

Brentwood City Commission Agenda

Meeting Date: 04/25/2022

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 11, 2022 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 11, 2022 at 7:00 pm at Brentwood City Hall.

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

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

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

Approval or Correction of Minutes

March 28, 2022

Moved by Commissioner Mark Gorman for approval of the minutes as written, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

Citizen Comments

Kathy Dooley-Smith, 8204 Devens Drive

City Manager Kirk Bednar stated that New Business Item 3 was deferred by the applicant.

Consent Agenda

Resolution 2022-40 - A RESOLUTION RENAMING THE JOHN P. HOLT BRENTWOOD LIBRARY READING ROOM TO THE FRIENDS GATHERING ROOM

Resolution 2022-41 - A RESOLUTION AUTHORIZING A CHANGE ORDER WITH THE PARENT COMPANY FOR GRANNY WHITE PARK INCLUSIVE PLAYGROUND SITE CONSTRUCTION, for adoption

Resolution 2022-42 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH AMERICAN CONSTRUCTORS, INC. FOR THE GUARANTEED MAXIMUM PRICE FOR FIRE STATION 5 CONSTRUCTION, for adoption

Approval to purchase cube device for dual SIM connectivity for the Fire & Rescue Department

Approval to purchase twenty-four (24) vehicles for various departments

Approval to purchase replacement laptops for the John P. Holt Brentwood Library

Moved by Commissioner Regina Smithson for approval of the items on the Consent Agenda, seconded by Commissioner Ken Travis

Vote: 7 - 0 Approved - Unanimously

New Business

Ordinance 2022-01- AN ORDINANCE ESTABLISHING THE OSRD (OPEN SPACE RESIDENTIAL DEVELOPMENT) ZONING CLASSIFICATION FOR APPROXIMATELY 122 ACRES OF LAND LOCATED EAST OF SPLIT LOG AND NORTH OF SAM DONALD ROADS, for consideration on first reading

Moved by Commissioner Mark Gorman for passage of Ordinance 2022-01, seconded by Vice Mayor Nelson Andrews

Vote: 7 - 0 Approved - Unanimously

Ordinance 2022-04- AN ORDINANCE ESTABLISHING THE OSRD (OPEN SPACE RESIDENTIAL DEVELOPMENT) AND R-2 (SUBURBAN RESIDENTIAL) ZONING CLASSIFICATIONS FOR APPROXIMATELY 86 ACRES OF LAND LOCATED WEST OF SPLIT LOG AND SOUTH OF THE EXISTING ROSEBROOKE SUBDIVISION, for consideration on first reading

Moved by Commissioner Ken Travis for passage of Ordinance 2022-04, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

Ordinance 2022-05 - AN ORDINANCE REZONING PROPERTY LOCATED AT 2 MARYLAND WAY FROM C-1 (COMMERCIAL-OFFICE) TO C-2 (COMMERCIAL-RETAIL), for consideration on first reading

This item was deferred to the May 9, 2022 meeting by the applicant.

Resolution 2022-39 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH ESP ASSOCIATES, INC. FOR WINDY HILL PARK MASTER PLAN SERVICES, for adoption

Moved by Vice Mayor Nelson Andrews for approval, seconded by Mayor Rhea Little

Vote: 7 - 0 Approved - Unanimously

Initial review of AR-IP concept plan for property located on the south side of Old Smyrna Road

CPS Land LLC presented a concept plan before the Board of Commissioners for comment.

Appointment of three (3) members to the Park Board

Natasha Green, Vicki Sanford, and Josh Stewart were appointed to serve a three (3) year term expiring on April 30, 2025.

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, 2024.

With no further business, the meeting adjourned at 8:12 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: 04/25/2022

Resolution 2022-44 - Approval of Restated Plan Documents for Nationwide Retirement Solutions 401a Money Purchase Retirement Plan

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Resolution 2022-44 - Approval of Restated Plan Documents for Nationwide Retirement Solutions 401a Money Purchase Retirement Plan

Background

An important fringe benefit currently available to City employees is the supplemental deferred compensation retirement savings plan. Since April 2019, the City's deferred compensation program has been managed through the Tennessee Consolidated Retirement System (TCRS). Prior to this date, the City had two separate providers for managing this plan - ICMA Retirement Corporation and Nationwide Retirement Solutions (NRS). When the City switched to TCRS management of the deferred compensation plan, the ICMA and NRS plans were frozen, with employees having the option to transfer their assets from either plan to the TCRS plan or keep the existing assets in the frozen plan while all future contributions went to the TCRS plan.

The IRS has a six-year review schedule for the type of 401 plan documents Nationwide Retirement Solutions (NRS) makes available to plan sponsors, including the City of Brentwood. To ensure the City's plan remains in compliance with applicable IRS laws and regulations, NRS has notified the City that we are required to submit a signed restated adoption agreement. The restated adoption agreement does not include any plan design changes made since last adopted in April 2017 and all employee withdrawal provisions and options remain unchanged.

Staff Recommendation

Staff recommends approval of the accompanying resolution, authorizing restatement of the Nationwide Retirement Solutions 401(a) Money Purchase Plan to ensure compliance with the required IRS review process. Staff also recommends that the Board of Commissioners grant the City Manager the authority to approve administrative or plan maintenance changes in the future which do not substantially alter the basic plan design of the City's deferred compensation plans.

Previous Commission Action

The NRS 401 plan documents were last adopted/restated via Resolution 2017-24 on April 10, 2017.

Fiscal Impact

Amount : N/A

Source of Funds:

Account Number:

Fiscal Impact:

Attachments

Resolution 2022-44

Restated Plan Agreement

Plan Summary

Trust Agreement

RESOLUTION 2022-44

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE AN ADOPTION AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND NATIONWIDE FINANCIAL SOLUTIONS, INC., REGARDING THE 401(A) MONEY PURCHASE PLAN ADMINISTERED FOR THE CITY BY NATIONWIDE RETIREMENT SOLUTIONS, A COPY OF SAID AGREEMENT BEING ATTACHED TO 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 adoption agreement by and between the City of Brentwood and Nationwide Financial Solutions, Inc., regarding the 401(a) Money Purchase Plan administered for the City by Nationwide Retirement Solutions, a copy of said agreement being attached to this resolution by reference.

SECTION 2. That the City Manager is hereby authorized to execute any documents related to administrative or plan maintenance matters which substantially conform to the basic plan design of said 401(a) Money Purchase Plan.

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

**ADOPTION AGREEMENT FOR
NATIONWIDE FINANCIAL SERVICES, INC.
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN**

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of Brentwood

Address: 5211 Maryland Way PO Box 788
Street

Brentwood Tennessee 37024-0788
City State Zip

Telephone: 615-371-0060

Taxpayer Identification Number (TIN): 62-0809512

Employer's Fiscal Year ends: June 30th

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. ☐ State government or state agency
- b. ☐ County or county agency
- c. ☒ Municipality or municipal agency
- d. ☐ Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. ☒ No
- b. ☐ Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. ☒ No
- d. ☐ Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

City of Brentwood Money Purchase Plan

5. PLAN STATUS

- a. ☐ New Plan
 - b. ☒ Amendment and restatement of existing Plan
- CYCLE 3 RESTATEMENT** (leave blank if not applicable)

- 1. ☒ This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)

- a. June 21, 1999 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. January 1, 2021 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

- a. ☒ the calendar year
b. ☐ the twelve-month period ending on _____ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c. ☒ N/A
d. ☐ beginning on _____ (enter month day, year; e.g., July 1, 2020)
and ending on _____ (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means:

- a. ☒ every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
b. ☐ the last day of each Plan Year
c. ☐ the last day of each Plan Year quarter
d. ☐ other (specify day or days): _____ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a. ☒ Employer (use Employer address and telephone number)
b. ☐ The Committee appointed by the Employer (use Employer address and telephone number)
c. ☐ Other:

Name: _____

Address: _____
Street

City State Zip

Telephone: _____

10. TYPE OF PLAN (select one)

- a. ☐ Profit Sharing Plan.
b. ☒ Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a. ☒ This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
1. ☒ All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)
2. ☐ All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

3. ☒ as of April 15, 2019 (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b. ☐ **Employer contributions other than matching** (Questions 24-25)
1. ☐ This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
c. ☐ **Employer matching contributions** (Questions 26-28)
d. ☐ **Mandatory Employee contributions** (Question 30)

- e. ☐ **After-tax voluntary Employee contributions**
 f. ☐ **Rollover contributions** (Question 36)

PRIOR CONTRIBUTIONS

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g. ☒ **Employer matching contributions**
 h. ☐ **Employer contributions other than matching contributions**
 i. ☐ **Rollover contributions**
 j. ☐ **After-tax voluntary Employee contributions**

ELIGIBILITY REQUIREMENTS

12. **ELIGIBLE EMPLOYEES** (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
- a. ☐ **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
- b. ☐ **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
1. ☐ Union Employees (as defined in Plan Section 1.17)
 2. ☐ Nonresident aliens (as defined in Plan Section 1.17)
 3. ☐ Leased Employees (Plan Section 1.29)
 4. ☐ Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than _ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
 5. ☐ Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
 6. ☐ Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
 7. ☐ Other: _____ (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

NOTE: If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

13. **CONDITIONS OF ELIGIBILITY** (Plan Section 3.1)
- a. ☐ **No age and service required.** No age and service required for all Contribution Types (skip to Question 14).
- b. ☐ **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

- c. ☐ **Age Requirement**
1. ☐ No age requirement
 2. ☐ Age 20 1/2
 3. ☐ Age 21
 4. ☐ Age _____ (may not exceed 26)
- d. ☐ **Service Requirement**
1. ☐ No service requirement
 2. ☐ _____ (not to exceed 60) months of service (elapsed time)
 3. ☐ 1 Year of Service
 4. ☐ _____ (not to exceed 5) Years of Service
 5. ☐ _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
 6. ☐ _____ consecutive months of employment.
 7. ☐ Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if the elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e. ☐ If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
1. ☐ service requirement (may let part-time Eligible Employees into the Plan)
 2. ☐ age requirement
 3. ☐ waiver is for: _____

Amendment or restatement to change eligibility requirements

- f. ☐ This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
1. ☐ The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
 2. ☐ The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. ☐ date such requirements are met
- b. ☐ first day of the month coinciding with or next following the date on which such requirements are met
- c. ☐ first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. ☐ earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. ☐ first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f. ☐ first day of the Plan Year in which such requirements are met
- g. ☐ first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. ☐ other: _____ (must be definitely determinable)

SERVICE

15. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)**

- a. ☐ No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b. ☐ Service with the designated employers is recognized as follows (select c. – e. and one or more of columns 1. - 3.; chose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

	1.	2.	3.
Other Employer	Eligibility	Vesting	Contribution Allocation
c. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Limitations

- f. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____
(e.g., credit service with X only on/following 1/1/19)
- g. ☐ The following provisions or limitations apply with respect to the recognition of service with other employers: _____
(e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. **SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)**

NOTE: If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.

3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
 4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
 5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.
- a. ☐ **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1. ☐ all purposes (skip to Question 17)
 2. ☐ the following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ allocations, distributions and contributions
- b. ☐ **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1. ☐ **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
 2. ☐ **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
 3. ☐ **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. ☐ all purposes
 - b. ☐ the following purposes (select one or more):
 1. ☐ eligibility to participate
 2. ☐ vesting
 3. ☐ allocations, distribution and contributions

Such method will apply to:

 - c. ☐ all Employees
 - d. ☐ Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
 - e. ☐ other: _____ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

 - f. ☐ days worked (10 hours per day)
 - g. ☐ weeks worked (45 hours per week)
 - h. ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
 - i. ☐ months worked (190 hours per month)
 - j. ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
 - k. ☐ other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).
 4. ☐ **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ (not to exceed 1,000) Hours of Service for:
 - a. ☐ all purposes
 - b. ☐ the following purposes (select one or more):
 1. ☐ eligibility to participate
 2. ☐ vesting
 3. ☐ allocations, distributions and contributions
- c. ☐ **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)
1. ☐ all purposes
 2. ☐ the following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ sharing in allocations or contributions

- d. ☐ **Other service crediting provisions:** _____ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.)

NOTE: Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:

1. ☐ All purposes
2. ☐ The following purposes (select one or more):
 - a. ☐ eligibility to participate
 - b. ☐ vesting
 - c. ☐ allocations, distributions and contributions

VESTING

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))

- a. ☐ N/A (no Employer contributions; skip to Question 19)
- b. ☐ The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions

- c. ☐ N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. ☐ 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. ☐ Cliff: 100% vesting after _____ (not to exceed 15) years
 5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

Vesting for Employer matching contributions

- f. ☐ N/A (no Employer matching contributions)
- g. ☐ The schedule above will also apply to Employer matching contributions.
- h. ☐ 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. ☐ Cliff: 100% vesting after _____ (not to exceed 15) years
 5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

NOTE: If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a. ☐ Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b. ☐ Service prior to the computation period in which an Employee has attained age _____.
- c. ☐ Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early/Normal Retirement. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d. ☐ Death
- e. ☐ Total and Permanent Disability
- f. ☐ Early Retirement Date
- g. ☐ Normal Retirement Age

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.33) means:

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a. ☒ **Specific age.** The date a Participant attains age 60
- b. ☐ **Age/participation.** The later of the date a Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c. ☐ **Other:** _____ (must be definitely determinable)

NOTE: If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

Qualified public safety employees. Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d. ☐ Age _____ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.34) means, with respect to any Participant, the:

- a. ☐ date on which the Participant attains "NRA"
- b. ☒ first day of the month coinciding with or next following the Participant's "NRA"
- c. ☐ first day of the month nearest the Participant's "NRA"
- d. ☐ Anniversary Date coinciding with or next following the Participant's "NRA"
- e. ☐ Anniversary Date nearest the Participant's "NRA"
- f. ☐ Other: _____ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)
- a. ☒ N/A (no early retirement provision provided)
- b. ☐ Early Retirement Date means the:
1. ☐ date on which a Participant satisfies the early retirement requirements
 2. ☐ first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
 3. ☐ Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
- Early retirement requirements**
4. ☐ Participant attains age _____
AND, completes.... (leave blank if not applicable)
- a. ☐ at least _____ Years (or Periods) of Service for vesting purposes
 - b. ☐ at least _____ Years (or Periods) of Service for eligibility purposes
- c. ☐ Early Retirement Date means: _____ (must be definitely determinable)

COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

Base definition

- a. ☐ Wages, tips and other compensation on Form W-2
- b. ☐ Code §3401(a) wages (wages for withholding purposes)
- c. ☐ 415 safe harbor compensation

NOTE: Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d. ☐ the Plan Year
- e. ☐ the Fiscal Year coinciding with or ending within the Plan Year
- f. ☐ the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:

- g. ☐ **No adjustments** (skip to Question 23. below)
- h. ☐ **Adjustments.** Compensation will be adjusted by (select all that apply):
1. ☐ excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
 2. ☐ excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
 3. ☐ excluding Compensation paid during the "determination period" while not a Participant in the Plan.
 4. ☐ excluding Military Differential Pay
 5. ☐ excluding overtime
 6. ☐ excluding bonuses
 7. ☐ other: _____ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. ☐ The defaults listed above apply except for the following (select one or more):
1. ☐ Leave cash-outs will be **excluded**
 2. ☐ Nonqualified unfunded deferred compensation will be **excluded**
 3. ☐ Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
 4. ☐ Other: _____ (must be definitely determinable)

Plan Compensation (post-severance compensation adjustments)

- b. ☐ **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c. ☐ **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d. ☐ **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
1. ☐ Exclude all post-severance compensation

2. ☐ Regular pay will be **excluded**
 3. ☐ Leave cash-outs will be **excluded**
 4. ☐ Nonqualified unfunded deferred compensation will be **excluded**
 5. ☐ Military Differential Pay will be **included**
 6. ☐ Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: _____
- e. ☐ Other: _____ (must be definitely determinable)

CONTRIBUTIONS AND ALLOCATIONS

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a. ☐ **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b. ☐ **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
 1. ☐ Each Participant constitutes a separate classification.
 2. ☐ Participants will be divided into the following classifications with the allocation methods indicated under each classification.

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of _____

The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification B will consist of _____

The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification C will consist of _____

The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Classification D will consist of _____

The allocation method will be: ☐ pro rata based on Compensation
☐ equal dollar amounts (per capita)

Additional Classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a. ☐ Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
 - b. ☐ Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
 - c. ☐ Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
 - d. ☐ One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- c. ☐ **Fixed contribution** equal to (only select one):
1. ☐ _____% of each Participant's Compensation for each:
 - a. ☐ Plan Year
 - b. ☐ calendar quarter
 - c. ☐ month

- d. ☐ pay period
e. ☐ week
2. ☐ \$ _____ per Participant.
3. ☐ \$ _____ per Hour of Service worked while an Eligible Employee
a. ☐ up to _____ hours (leave blank if no limit)
4. ☐ other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) **NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
- d. ☐ **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1. ☐ Sick leave
2. ☐ Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
a. ☐ The Former Employee must be at least age _____ (e.g., 55)
b. ☐ The value of the sick and/or vacation leave must be at least \$ _____ (e.g., \$2,000)
c. ☐ A contribution will only be made if the total hours is over _____ (e.g., 10) hours
d. ☐ A contribution will not be made for hours in excess of _____ (e.g., 40) hours
4. ☐ **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
a. ☐ The Employee must be at least age _____ (e.g., 55)
b. ☐ The value of the sick and/or vacation leave must be at least \$ _____ (e.g., \$2,000)
c. ☐ A contribution will only be made if the total hours is over _____ (e.g., 10) hours
d. ☐ A contribution will not be made for hours in excess of _____ (e.g., 40) hours
- e. ☐ **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)
AND, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)
1. ☐ Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
2. ☐ Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
3. ☐ Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
4. ☐ Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
5. ☐ Other: _____ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a. ☐ the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
b. ☐ the Employer only
c. ☐ both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute _____% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25

below do not apply to the Employer contribution made pursuant to this provision.

- f. ☐ Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). **NOTE:** Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a. ☐ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

- b. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

Conditions for Participants NOT employed on the last day of the Plan Year

1. ☐ A Participant must complete at least _____ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least _____ (not to exceed 3) months of service if the elapsed time method is selected).
2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3. ☐ Participants will NOT share in the allocations, regardless of service.
4. ☐ Participants will share in the allocations, regardless of service.
5. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion)

Conditions for Participants employed on the last day of the Plan Year

6. ☐ No service requirement.
7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. ☐ A Participant must complete at least _____ Hours of Service during the Plan Year.
9. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. ☐ Death
- d. ☐ Total and Permanent Disability
- e. ☐ Termination of employment on or after Normal Retirement Age
 1. ☐ or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

- A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a. ☐ Elective deferrals to a **457 plan**. Enter Plan name(s): _____
- b. ☐ Elective deferrals to a **403(b) plan**. Enter Plan name(s): _____
- c. ☐ Voluntary Employee Contributions
- d. ☐ Other: _____ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

- B. **Matching Formula.** (select one)

- e. ☐ **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to _____% (e.g., 50) of the Participant's "matched Employee contributions"
 1. ☐ that do not exceed _____% of a Participant's Compensation (leave blank if no limit)
Additional matching contribution (choose 2. if applicable):
 2. ☐ plus an additional matching contribution of a discretionary percentage determined by the Employer,
 - a. ☐ but not to exceed _____% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

- f. ☐ **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- g. ☐ **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. ☐ vesting purposes
2. ☐ eligibility purposes

- h. ☐ **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

1. ☐ **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

- i. ☐ **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the

amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- j. ☐ Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. **NOTE:** Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. MATCHING CONTRIBUTION PROVISIONS

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- ☐ N/A (no Plan specific limit on the amount of matching contribution)
 - ☐ \$_____.
 - ☐ _____% of Compensation.
- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):
- ☐ the Plan Year (potential annual true-up required)
 - ☐ each payroll period (no true-up)
 - ☐ each month (potential monthly true-up required)
 - ☐ each Plan Year quarter (potential quarterly true-up required)
 - ☐ each payroll unit (e.g., hour) (no true-up)
 - ☐ Other (specify): _____ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

28. ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.

- ☐ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
Conditions for Participants NOT employed on the last day of the Plan Year.
 - ☐ A Participant must complete more than _____ Hours of Service (or _____ months of service if the elapsed time method is selected).
 - ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 - ☐ Participants will NOT share in the allocations, regardless of service.
 - ☐ Participants will share in the allocations, regardless of service.
 - ☐ Other: _____ (must be definitely determinable)**Conditions for Participants employed on the last day of the Plan Year**
 - ☐ No service requirement.
 - ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 - ☐ A Participant must complete at least _____ Hours of Service during the Plan Year.
 - ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- ☐ Death
- ☐ Total and Permanent Disability
- ☐ Termination of employment on or after Normal Retirement Age
 - ☐ or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. ☐ The Plan Year quarter.
- g. ☐ Payroll period.
- h. ☐ Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. **FORFEITURES** (Plan Sections 1.21 and 4.3(e))

Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a. ☐ N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b. ☒ As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c. ☐ As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
- d. ☐ As soon as reasonably practical after the date the Participant severs employment.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e. ☐ added to the Employer contribution and allocated in the same manner
- f. ☒ used to reduce any Employer contribution
- g. ☐ allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- h. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. **MANDATORY EMPLOYEE CONTRIBUTIONS** (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

Type of mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the following: (select one)

- a. ☐ The mandatory Employee contribution is a condition of employment.
- b. ☐ The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

Amount of mandatory Employee Contribution (select one)

- c. ☐ An Eligible Employee must contribute to the Plan _____% (not to exceed 25%) of Compensation.
- d. ☐ An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from _____% (not less than 1%) to _____% (not to exceed 25%) of Compensation.

Conditions of Mandatory Employee Contributions

- e. ☐ **Additional provisions and conditions:** _____ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

Employer pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- f. ☐ The mandatory Employee contribution is not "picked-up" by the Employer.

DISTRIBUTIONS

31. **FORM OF DISTRIBUTIONS** (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a. ☒ lump-sums
- b. ☒ substantially equal installments
- c. ☒ partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum)
- d. ☐ partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
 - 1. ☐ Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
 - 2. ☐ Other: _____ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e. ☒ annuity: As selected by the Eligible Employee (describe the form of annuity or annuities)

f. ☐ other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

Cash or property. Distributions may be made in:

g. ☒ cash only, except for (select all that apply; leave blank if none apply):

1. ☐ insurance Contracts
2. ☐ annuity Contracts
3. ☐ Participant loans
4. ☐ all investments in an open brokerage window or similar arrangement

h. ☐ cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):

1. ☐ _____ (must be definitely determinable and not subject to Employer discretion)

Joint and Survivor Annuity provisions. (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- i. ☐ **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- j. ☐ **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

1. ☐ The one-year marriage rule applies.

Spousal consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- k. ☐ **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).
- l. ☐ **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

1. ☐ The one-year marriage rule applies.

32. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. Accounts in excess of \$5,000

- a. ☒ Distributions may be made as soon as administratively feasible following severance of employment.
- b. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d. ☐ Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e. ☐ Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.
- f. ☐ No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g. ☐ Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. Accounts of \$5,000 or less

- h. ☒ Same as above
- i. ☐ Distributions may be made as soon as administratively feasible following severance of employment.
- j. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k. ☐ Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

- C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):

l. ☐ Other: _____ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

- D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

m. ☒ No, Participant consent is required for all distributions.

n. ☐ Yes, Participant consent is required only if the distribution is over:

1. ☐ \$5,000
2. ☐ \$1,000
3. ☐ \$_____ (less than \$1,000)

NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____ (e.g., \$200).

- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

o. ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

33. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a. ☒ be made pursuant to the election of the Participant or "designated Beneficiary"
- b. ☐ begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries
- d. ☐ be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a. ☒ In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
 1. ☒ Age. The Participant has reached: (select one)
 - a. ☐ Normal Retirement Age
 - b. ☐ age 62
 - c. ☐ age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
 - d. ☒ age 70 1/2 (may not be less than age 62 for Money Purchase Pension Plans)
 2. ☐ the Participant has been a Participant in the Plan for at least _____ years (may not be less than five (5))
 3. ☐ the amounts being distributed have accumulated in the Plan for at least 2 years
 4. ☐ other: _____ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. - a.3. or a Participant's disability.)

More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5. ☐ A Participant must satisfy each condition

NOTE: Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b. ☒ all Accounts
- c. ☐ only from the following Accounts (select one or more):
 - 1. ☐ Account attributable to Employer matching contributions
 - 2. ☐ Account attributable to Employer contributions other than matching contributions
 - 3. ☐ Rollover Account
 - 4. ☐ Transfer Account
 Permitted from the following assets attributable to (select one or both):
 - a. ☐ non-pension assets
 - b. ☐ pension assets (e.g., from a Money Purchase Pension Plan)
- 5. ☐ Mandatory Employee Contribution Account
- 6. ☐ Other: _____ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d. ☐ N/A (no additional limitations)
- e. ☒ Additional limitations (select one or more):
 - 1. ☐ The minimum amount of a distribution is \$ _____.
 - 2. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - 3. ☒ Distributions may only be made from Accounts which are fully Vested.
 - 4. ☐ In-service distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

B. HARDSHIP DISTRIBUTIONS (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan)

Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f. ☐ Hardship distributions are permitted from the following Participant Accounts:
 - 1. ☐ all Accounts
 - 2. ☐ only from the following Accounts (select one or more):
 - a. ☐ Account attributable to Employer matching contributions
 - b. ☐ Account attributable to Employer contributions other than matching contributions
 - c. ☐ Rollover Account (if not available at any time under Question 36)
 - d. ☐ Transfer Account (other than amounts attributable to a money purchase pension plan)
 - e. ☐ Mandatory Employee Contribution Account
 - f. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

NOTE: Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

Additional limitations. The following limitations apply to hardship distributions:

- 3. ☐ N/A (no additional limitations)
- 4. ☐ Additional limitations (select one or more):
 - a. ☐ The minimum amount of a distribution is \$ _____.
 - b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. ☐ Distributions may only be made from Accounts which are fully Vested.
 - d. ☐ A Participant does not include a Former Employee at the time of the hardship distribution.
 - e. ☐ Hardship distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

Beneficiary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

- 5. ☐ Hardship distributions for expenses of Beneficiaries are allowed

Special effective date (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)

 - a. ☐ effective as of _____
 - b. ☐ eliminated effective as of _____.

MISCELLANEOUS

35. **LOANS TO PARTICIPANTS** (Plan Section 7.4)
- a. ☒ New loans are NOT permitted.
 - b. ☐ New loans are permitted.
- NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.
36. **ROLLOVERS** (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)
- Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):
- a. ☐ Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
 - b. ☐ Participants who are Former Employees
- Distributions.** When may distributions be made from a Participant's Rollover Account?
- c. ☐ At any time
 - d. ☐ Only when the Participant is otherwise entitled to any distribution under the Plan
37. **HEART ACT** (Plan Section 4.11) (select one or more)
- a. ☐ **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
 - b. ☐ **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as Nationwide Financial Services, Inc. Non-Standardized Governmental 401(a) Pre-Approved Plan #001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, Nationwide Financial Services, Inc. will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Nationwide Financial Services, Inc. no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: Nationwide Retirement Solutions

Address: P.O. Box 182797

Columbus

Ohio

43218

Telephone Number: 800-321-7167

Email address (optional): _____

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: City of Brentwood

By: signature on file

see electronic signature

DATE SIGNED

APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. Special effective dates (leave blank if not applicable):

- a. ☐ **Special effective date(s):** _____. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance))

B. Other permitted elections (the following elections are optional):

- a. ☐ **No other permitted elections**

The following elections apply (select one or more):

- b. ☐ **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. ☒ **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan. (select 1. or 2.)
1. ☐ **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(e)).
The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
- a. ☐ eligibility purposes
- b. ☐ vesting purposes
2. ☒ **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
- a. ☒ all Break-in-Service rules set forth in such Sections.
- b. ☐ only the following: _____ (specify which provisions apply to the Plan)
- d. ☐ **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: _____ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. ☐ **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
1. ☐ **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
- a. ☐ joint and 100% survivor annuity
- b. ☐ joint and 75% survivor annuity
- c. ☐ joint and 66 2/3% survivor annuity
2. ☐ **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
- a. ☐ 100% of a Participant's interest in the Plan.
- b. ☐ _____% (may not be less than 50%) of a Participant's interest in the Plan.
- f. ☐ **Limitation Year** (Plan Section 1.30). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. ☐ **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. ☐ Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": _____
- h. ☐ **Recognition of Service with other employers** (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

		Eligibility	Vesting	Contribution Allocation
1.	<input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2.	<input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

3. ☐ Employer name: _____ a. ☐ b. ☐ c. ☐
4. ☐ Employer name: _____ a. ☐ b. ☐ c. ☐
5. ☐ Employer name: _____ a. ☐ b. ☐ c. ☐
6. ☐ Employer name: _____ a. ☐ b. ☐ c. ☐

Limitations

7. ☐ The following provisions or limitations apply with respect to the recognition of prior service: _____ a. ☐ b. ☐ c. ☐
(e.g., credit service with X only on/following 1/1/19)
- i. ☐ **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1. ☐ **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable and satisfy the parameters set forth at Question 17)
 2. ☐ **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):

Applicable Participants. The vesting schedules in Question 17 only apply to:
 - a. ☐ Participants who are Employees as of _____ (enter date).
 - b. ☐ Participants in the Plan who have an Hour of Service on or after _____ (enter date).
 - c. ☐ Participants (even if not an Employee) in the Plan on or after _____ (enter date).
 - d. ☐ Other: _____ (e.g., Participants in division A. Must be definitely determinable.)
- j. ☐ **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))
- NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.
- The "required beginning date" for a Participant is:
1. ☐ April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
 2. ☐ April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
 - a. ☐ A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of _____ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
 1. ☐ N/A (annuity distributions are not permitted)
 2. ☐ Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
 3. ☐ Upon the recommencement of distributions, a new Annuity Starting Date is created.
 - b. ☐ A Participant who had not begun receiving required minimum distributions as of _____ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
 1. ☐ The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.
- k. ☐ **Other spousal provisions** (select one or more)
1. ☐ **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____
 2. ☐ **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
 3. ☐ **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l. ☐ **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____

- m. ☐ **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: _____ (must be definitely determinable).
- n. ☐ **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): _____
- o. ☐ **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
1. ☐ The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
2. ☐ The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: _____
(specify which provisions apply and/or modified)
- p. ☐ **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
- Limitations.** The following limitations apply to these in-service distributions:
1. ☐ The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
2. ☐ N/A (no limitations)
3. ☐ The following elections apply to in-service distributions at age 62 (select one or more):
- a. ☐ The minimum amount of a distribution is \$ _____ (may not exceed \$1,000).
- b. ☐ No more than _____ distribution(s) may be made to a Participant during a Plan Year.
- c. ☐ Distributions may only be made from Accounts which are fully Vested.
- d. ☐ In-service distributions may be made subject to the following provisions: _____ (must be definitely determinable and not subject to discretion).
- q. ☐ **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A. Loan Limitations. (complete only if loans to Participants are permitted; leave blank if none apply)

- a. ☐ Limitations (select one or more):
1. ☐ Loans will be treated as Participant directed investments.
 2. ☐ Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
 - a. ☐ hardship reasons specified in Plan Section 6.12
 - b. ☐ financial necessity (as defined in the loan program).
 3. ☐ The minimum loan will be \$_____.
 4. ☐ A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.
 5. ☐ All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
 6. ☐ The home loan term will be _____ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
 7. ☐ **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. ☐ Account(s) attributable to Employer matching contributions
 - b. ☐ Account attributable to Employer contributions other than matching contributions
 - c. ☐ Rollover Account
 - d. ☐ Transfer Account
 - e. ☐ Other: _____
- AND**, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
- f. ☐ by determining the limits by only considering the restricted accounts.
 - g. ☐ by determining the limits taking into account a Participant's entire interest in the Plan.

Additional Loan Provisions (select all that apply; leave blank if none apply)

- b. ☐ **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
1. ☐ payroll deduction
 2. ☐ ACH (Automated Clearing House)
 3. ☐ check
 - a. ☐ Only for prepayment
- c. ☐ **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
1. ☐ _____ percentage points over the prime interest rate
 2. ☐ _____%
 3. ☐ the Administrator establishes the rate at the time the loan is made
- d. ☐ **Refinancing.** Loan refinancing is allowed.

B. Life Insurance. (Plan Section 7.5)

- a. ☒ Life insurance may not be purchased.
- b. ☐ Life insurance may be purchased...
1. ☐ at the option of the Administrator
 2. ☐ at the option of the Participant

Limitations

3. ☐ N/A (no limitations)
4. ☐ The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
- a. ☐ Each initial Contract will have a minimum face amount of \$_____.
 - b. ☐ Each additional Contract will have a minimum face amount of \$_____.
 - c. ☐ The Participant has completed _____ Years (or Periods) of Service.
 - d. ☐ The Participant has completed _____ Years (or Periods) of Service while a Participant in the Plan.
 - e. ☐ The Participant is under age _____ on the Contract issue date.
 - f. ☐ The maximum amount of all Contracts on behalf of a Participant may not exceed \$_____.
 - g. ☐ The maximum face amount of any life insurance Contract will be \$_____.

C. Plan Expenses. Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a. ☐ No
- b. ☒ Yes

Use of Forfeitures

Forfeitures of Employer contributions other than matching contributions will be:

- c. ☐ added to the Employer contribution and allocated in the same manner
- d. ☐ used to reduce any Employer contribution
- e. ☐ allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- f. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Forfeitures of Employer matching contributions will be:

- g. ☐ N/A. Same as above or no Employer matching contributions.
- h. ☐ used to reduce the Employer matching contribution.
- i. ☐ used to reduce any Employer contribution.
- j. ☐ other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

D. Directed investments

- a. ☐ Participant directed investments are NOT permitted.
- b. ☒ Participant directed investments are permitted from the following Participant Accounts:
 - 1. ☒ all Accounts
 - 2. ☐ only from the following Accounts (select one or more):
 - a. ☐ Account attributable to Employer contributions
 - b. ☐ Rollover Account
 - c. ☐ Transfer Account
 - d. ☐ Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

E. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a. ☐ No, Administrator determines in operation which sources will be accepted.
- b. ☐ Yes

Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

- 1. ☐ **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
 - a. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
 - b. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
 - c. ☐ a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
 - d. ☐ a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
 - e. ☐ a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
 - f. ☐ a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
 - g. ☐ a plan described in Code §457(b) (eligible deferred compensation plan)

Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h. ☐ The Plan will accept a direct rollover of a Participant loan
- i. ☐ The Plan will only accept a direct rollover of a Participant loan only in the following situation(s):
_____ (e.g., only from Participants who were employees of an acquired organization).

- 2. ☐ **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
 - a. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
 - b. ☐ a plan described in Code §403(a) (an annuity plan)
 - c. ☐ a plan described in Code §403(b) (a tax-sheltered annuity)
 - d. ☐ a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- 3. ☐ **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

F. Trustee(s) or Insurer(s). Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(Note: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a. ☐ Do not produce the trust agreement
- b. ☒ Complete the following UNLESS not selecting supporting forms:

Trustee/Insurer (select a. OR one or more of d. - e.)

c. ☐ **Insurer.** This Plan is funded exclusively with Contracts (select one or more of 1. - 4)

Name of Insurer(s)

1. ☐ _____
2. ☐ _____
3. ☐ Use Employer address/telephone number/email
4. ☐ Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

d. ☒ Individual Trustee(s)

e. ☐ Corporate Trustee

Name of Trust

f. Specify name of Trust (required for FIS trust): City of Brentwood Money Purchase Plan

Individual Trustees (if d. selected above, complete g. - j.)

Directed/Discretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

g. ☐ Select for each individual Trustee (skip to next question)

h. ☒ The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)

1. ☒ A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
2. ☐ A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
3. ☐ The individual Trustee(s) will serve as a discretionary Trustee over the following assets: _____ (may not be selected with 1. or 2.)
4. ☐ The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets: _____ (may not be selected with 1. or 2.)

Individual Trustee(s) (complete if d. selected above)

i. ☒ Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. **Name** Rhea Little

Title/Email:

1. Title _____
2. Email Rhea.little@brentwoodtn.gov (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be select with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

b. **Name** _____

Title/Email:

1. Title _____
2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be select with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

c. **Name** _____

Title/Email:

1. Title _____
2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be select with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

d. **Name** _____

Title/Email:

1. Title _____

2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)

5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

e. **Name** _____

Title/Email:

1. Title _____

2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)

5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

f. **Name** _____

Title/Email:

1. Title _____

2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)

5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

g. **Name** _____

Title/Email:

1. Title _____

2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)

5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

h. **Name** _____

Title/Email:

1. Title _____

2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)

5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

i. **Name** _____

Title/Email:

1. Title _____

2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)

5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

j. **Name** _____

Title/Email:

1. Title _____
2. Email _____ (optional)

Trustee is: (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: _____ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets _____ (may not be selected with 3. or 5.)

j. ☒ **Individual Trustee Address** (complete if d. selected above)

1. ☒ Use Employer address/telephone number/email
2. ☐ Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

Corporate Trustee Name/Type/Address (complete if e. selected above)

k. ☐ **Name** _____

Address/telephone number/email

1. ☐ Use Employer address/telephone number/email
2. ☐ Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

Directed/Discretionary. The Corporate Trustee is (select 3. - 6. as applicable)

3. ☐ A discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
4. ☐ A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
5. ☐ A discretionary Trustee over the following plan assets over the following assets: _____ (may not be selected with 3. – 4.)
6. ☐ A nondiscretionary (directed) Trustee over the following plan assets _____ (may not be selected with 3. – 4.)

Signee (optional):

7. ☐ Name of person signing on behalf of the corporate Trustee _____
8. ☐ Email address of person signing on behalf of the corporate Trustee _____

Special Trustee for collection of contributions. The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (*optional*)

l. ☐ **Name** _____

Title:

1. _____

Address/telephone number/email

2. ☐ Use Employer address/telephone number/email
3. ☐ Use following address/telephone number/email
 - a. Street: _____
 - b. City: _____
 - c. State: _____
 - d. Zip: _____
 - e. Telephone: _____
 - f. Email: _____

Custodian(s) Name/Address . The Custodian(s) are (*optional*)

m. ☐ **Name(s)** _____

Address/telephone number/email

1. ☐ Use Employer address/telephone number/email

2. ☐ Use following address/telephone number/email

- a. Street: _____
- b. City: _____
- c. State: _____
- d. Zip: _____
- e. Telephone: _____
- f. Email: _____

Investment in common, collective or pooled trust funds. The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: *(optional)*

n. ☐ _____ (Specify the names of one or more trust funds in which the Plan can invest)

Choice of law

o. ☒ This trust will be governed by the laws of the state of:

- 1. ☒ State in which the Employer's principal office is located
- 2. ☐ State in which the corporate trustee or insurer is located
- 3. ☐ Other _____

CITY OF BRENTWOOD MONEY PURCHASE PLAN
SUMMARY OF PLAN PROVISIONS

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CITY OF BRENTWOOD MONEY PURCHASE PLAN

SUMMARY OF PLAN PROVISIONS

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

City of Brentwood Money Purchase Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan. Generally you are not taxed on the amounts we contribute to the Plan until you withdraw these amounts from the Plan.

What information does this Summary provide?

This Summary of Plan Provisions contains information regarding your Plan benefits, your distribution options, and many other features of the Plan. However, the Plan must be interpreted in light of the fact that the Plan was frozen on April 15, 2019. All contributions to the Plan ceased as of the freeze date. All amounts in your account, plus adjustments for earnings and losses after the freeze date, will be fully vested and held for you until you are entitled to benefits under the Plan. You should take the time to read this summary to get a better understanding of your rights and obligations under the Plan.

If you have any questions about the Plan, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this summary in the Article entitled "General Information About the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary conflicts with the language of the Plan document, then the Plan document always governs.

The Plan and your rights under the Plan are subject to various laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

ARTICLE I PARTICIPATION IN THE PLAN

Plan Participation Frozen

This Plan is a frozen Plan and no additional Employees can become Participants.

What happens if I'm a participant, terminate employment and then I'm rehired?

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

ARTICLE II ACCOUNT BALANCE

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

Participant directed investments. You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

Earnings or losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

Terminated employee. After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator can inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

ARTICLE III DISTRIBUTIONS PRIOR TO TERMINATION

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

Conditions and Limitations. Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have attained age 70 1/2

The following limitations apply to in-service distributions from certain accounts:

- In-service distributions can only be made from accounts which are 100% vested.

ARTICLE IV BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination" for a further explanation.)

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

What happens if I terminate employment before death, disability or retirement?

If your employment terminates for reasons other than , you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. (See the question entitled "How will my benefits be paid to me?" for additional information.)

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age 60. Your Normal Retirement Date is the first day of the month coinciding with or next following your Normal Retirement Age.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

Payment of benefits. If you become disabled while an employee, you will be entitled to your vested account balance under the Plan. Payment of your disability benefits will be made to you as if you had retired. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment.

In addition, you must consent to receive any distribution of your vested account balance before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)
- partial withdrawals
- the following type of annuity: As selected by the Eligible Employee

Delaying distributions. You may delay the distribution of your vested account balance. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire.

Medium of payment. Benefits under the Plan will generally be paid to you in cash only.

ARTICLE V BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Beneficiary designation. You may designate a beneficiary for your death benefit. The designation must be made in accordance with the procedures set forth by the Administrator. You should periodically review your designation to ensure it continues to meet your goals.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

How will the death benefit be paid to my beneficiary?

Form of distribution. If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment
- installments over a period of not more than the assumed life expectancy of your beneficiary
- partial withdrawals
- As selected by the Eligible Employee

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

What happens if I'm a participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death.

ARTICLE VI TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- (a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate

of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE VII PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with notification of the Plan's adverse determination. This written or electronic notification will be provided to you within a reasonable period of time.

ARTICLE VIII GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is City of Brentwood Money Purchase Plan.

Plan Effective Dates

This Plan was originally effective on June 21, 1999. The amended and restated provisions of the Plan become effective on January 1, 2021. However, this restatement was made to conform the Plan to new tax laws and some provisions may be retroactively effective.

You should note, however, that effective as of April 15, 2019, this Plan is a frozen plan. This means no contributions will be made after that date and you will be fully vested in all your accounts in the Plan.

Other Plan Information

Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

Employer Information

Your Employer's name, address and identification number are:

City of Brentwood
5211 Maryland Way PO Box 788
Brentwood, Tennessee 37024-0788

62-0809512

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

City of Brentwood
5211 Maryland Way PO Box 788
Brentwood, Tennessee 37024-0788

615-371-0060

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is:

Rhea Little

5211 Maryland Way PO Box 788
Brentwood, Tennessee 37024-0788

615-371-0060

CITY OF BRENTWOOD MONEY PURCHASE PLAN

The Employer hereby establishes or restates the City of Brentwood Money Purchase Plan, pursuant to the following terms and conditions. The Trustee accepts the Trust hereby created and agrees to perform the obligations this Trust imposes on the Trustee.

ARTICLE I DEFINITIONS

1.01 Plan. This Trust is associated with the following plan ("the Plan"): City of Brentwood Money Purchase Plan, which is intended to be qualified under Code §401(a). All of the definitions of the Plan are incorporated into this Trust by reference. All "Section" references in this Trust are to provisions of the Plan and not to Provisions of the Plan, unless otherwise clearly indicated. The Trustee may rely upon the terms of the Plan, including identification of the Named Fiduciary and Plan Administrator, as well as any documents relating to the Plan provided by the Employer, Named Fiduciary, or Plan Administrator, until such time as the Trustee receives a replacement document or a revocation of the prior document.

1.02 Trustee. Trustee means the person or persons who as Trustee, Insurer, or Custodian execute the Trust, or any successor in office who in writing accepts the position. Such signature shall indicate the capacity in which the person is agreeing to serve, either as Discretionary Trustee, Directed Trustee, Insurer, or Custodian. The Trustee is identified in Article 4. References to Trustee do not include a Special Trustee (as described in Section 2.06), unless the context requires otherwise. If the Plan is funded totally by insurance contracts, the Insurer shall be the Trustee and shall have all powers of a Custodian hereunder. If the sponsor is a bank, savings and loan, trust company, credit union or similar institution, a person or entity other than the sponsor (or its affiliates or subsidiaries) may not serve as Trustee without the written consent of the pre-approved plan sponsor.

1.03 Custodian. The Employer may appoint a custodian of the Plan assets. A Custodian has the same powers, rights and duties as a Directed Trustee hereunder. Any reference in the Plan to a Trustee also is a reference to a Custodian unless the context of the Plan indicates otherwise. A limitation of the Trustee's liability by Plan provision also acts as a limitation of the Custodian's liability. The Custodian will be protected from any liability with respect to actions taken pursuant to the direction of the Trustee, Plan Administrator, the Employer, an Investment Manager, a named Fiduciary or other third party with authority to provide direction to the Custodian. It is not intended under this agreement that a Custodian have any duties or obligations that would cause it to become a fiduciary as that term is defined pursuant to ERISA. The resignation or removal of the Custodian shall be made in accordance with the terms of this document. Notwithstanding the foregoing, if a Custodian is a bank which, under its governing state law, does not possess trust powers, then Sections 2.01(A), (C) as it relates to common trust funds or collective investment funds, (D), (E), (G), and (J), and Section 3.08 do not apply and the Custodian only has the power and the authority to exercise the remaining powers under Section 2.01 and to perform the duties under Section 2.05.

1.04 Trust Fund. The Trust Fund means and includes all property of every kind acquired by the Plan and held by the Trust, other than incidental benefit insurance contracts. The Trust Fund is intended to be a qualified trust under Code § 501(a); all contributions so received, together with the income therefrom and any other increment thereon, shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this agreement. All right, title and interest in and to the assets of the Trust Fund shall be at all times, vested exclusively in the Trustee. Only assets actually received by Trustee will become part of the Trust Fund. Plan Sponsor acknowledges and agrees that it is responsible for effectuating the transfer of any assets held by a prior trustee or custodian to Trustee. All assets so received, together with the income there from and any other increment thereon, shall be held by Trustee pursuant to the terms of this agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall have only such duties with respect to the Plan as are set forth in this agreement.

1.05 Effective Date. The Trust is effective on the Effective Date of the Plan. To the extent the Plan has operated under a prior trust agreement (including one incorporated into the Plan document), this document amends and restates the Trust effective as of the later of the date it is executed or when the Trustee receives assets.

1.06 Employer. The Employer means the Employer named in the Plan. By an appendix to this Trust, the Employer may provide that any and all powers of the Employer hereunder may be exercised by the Named Fiduciary specified in the Plan.

ARTICLE II TRUSTEE POWERS AND DUTIES

2.01 Discretionary Trustee Powers. A Discretionary Trustee has full discretion and authority with regard to the investment of the Trust Fund, except as to a Plan asset: (i) properly under the control or the direction of an Investment Manager, ancillary trustee or other Plan fiduciary; (ii) subject to proper Employer or Named Fiduciary direction of investment; or (iii) subject to proper Participant or Beneficiary direction of investment. The exercise of any investment discretion hereunder shall be consistent with the funding policy determined by the Employer. Any such policy shall be consistent with the objectives of this Plan and with the requirements of Title I of the Act. The Discretionary Trustee is authorized and empowered, but not by way of limitation, with the following powers:

(A) General Powers. To invest and reinvest the Trust Fund and to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustee shall deem advisable, including, but not limited to: any time deposits, or savings accounts, common or preferred stocks, open end or closed end mutual funds (including proprietary funds), put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U.S. Treasury bills, U.S. Treasury notes and other

direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, to buy or sell options on common stock on a nationally recognized exchange with or without holding the underlying common stock, to open and to maintain margin accounts, to engage in short sales, to buy and sell commodities, commodity options and contracts for the future delivery of commodities, and to make any other investments the Trustee deems appropriate. In making such investments, the Trustee shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code or the Act, so that at all times this Plan may qualify as a qualified Plan and Trust. The Trustee shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

(B) Liquidity. To retain in cash so much of the Trust Fund as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust Fund in a bank or other institutional account at reasonable interest or without interest if the Trustee determines that such deposits are reasonable or necessary to facilitate a Plan transaction or for other purposes, but consistent with the Trustee's duties under Section 2.05.

(C) Trustee's Common/Collective Funds. To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by any State, in any type of deposit of the Trustee (or of a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund, as described in Code §584, or in a collective investment fund, (including a group trust described in Section 3.08), the provisions of which govern the investment of such assets and which the Plan incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or the affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency, as applicable.

(D) Real/Personal Property. To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such considerations and on such terms and conditions as the Trustee decides.

(E) Borrowing. To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund. No person lending money to the Trust shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing.

(F) Claims. To compromise, contest, arbitrate or abandon claims and demands affecting the investment of Trust assets, in the Trustee's discretion. However, nothing in this paragraph requires a Participant or Beneficiary to arbitrate any claim under the Plan.

(G) Voting, Tender, Exercise. To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, including any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property.

(H) Mineral rights. To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interests in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders.

(I) Annuities or other Contracts. To apply for and procure from the Insurer as an investment of the Trust Fund any annuity or other Contracts (on the life of any Participant, or in the case of a profit sharing plan (including a 401(k) Plan), on the life of any person in whom a Participant has an insurable interest, or on the joint lives of a Participant and any person in whom the Participant has an insurable interest) as the Plan Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive, and settle for the proceeds of all such annuity, or other Contracts as and when entitled to do so under the provisions thereof.

(J) Title. To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship. However, any securities held in a nominee or street name must be held on behalf of the Plan by: (a) a bank or trust company that is subject to supervision by the United States, any State, or a nominee of such bank or trust company; (b) a broker or dealer registered under the Securities Exchange Act of 1934 or a nominee of such broker or dealer; or (c) a clearing agency as defined in Securities Exchange Act of 1934, Section 3(a)(23), or its nominee.

(K) Hold Pending Dispute Resolution. To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes final adjudication.

(L) Litigation. To settle, compromise, or submit to arbitration (provided such arbitration does not apply to Participants or Beneficiaries) any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings. The Trustee shall have no obligation to undertake, defend or continue to maintain any action or proceeding arising in connection with the Trust, unless and until the Employer requests the Trustee to do so and agrees in writing to indemnify the Trustee against the Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto, to be primarily liable for such payment and to make periodic payments in respect of such fees and expenses during the course of such proceedings. If the Employer thereafter does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee shall discontinue participation in such action or proceeding, and charge the assets of the Trust Fund to the extent sufficient for any unpaid fees and expenses.

(M) Investment Policy. To adopt and to amend from time to time, an investment policy consistent with the Plan's funding policy.

(N) Bank. The Trustee may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record keeping nature.

(O) Pooling Assets. To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or any related or affiliated Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and Trust and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests.

(P) Catch All. To perform any and all other acts which in the Trustee's judgment are necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust.

2.02 Directed Trustee. Except as otherwise provided herein, a Directed Trustee has all of the same powers as a Discretionary Trustee in Section 2.01 except that the Directed Trustee only may exercise such powers pursuant to a proper written direction. A "proper written direction" means the written direction of a Plan fiduciary or of a Participant or Beneficiary with authority over the Trust asset which is the subject of the direction. Written direction may be given electronically. The Employer and the Directed Trustee may, in writing, limit the powers of the Directed Trustee to any combination of powers listed within Section 2.01. The party which has the authority to manage and control the investment of the Plan assets shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Employer, in adopting this Trust, acknowledges and agrees:

(A) No Discretion. The Directed Trustee does not have any discretion as to the investment or the reinvestment of the Trust Fund and the Directed Trustee is acting solely as a directed fiduciary as to the assets comprising the Trust Fund, to the extent that the Directed Trustee has the authority to act upon such assets as granted by the Employer.

(B) No Review or Recommendations. The Directed Trustee does not have any duty to review or to make recommendations regarding investments made pursuant to a proper written direction.

(C) No Action Without Direction. The Directed Trustee must retain any investment obtained upon a proper written direction until receipt of another proper written direction to dispose of such investment.

(D) No Liability for Following Orders. The Directed Trustee is not liable in any manner or for any reason for making, retaining or disposing of any investment pursuant to any proper written direction.

(E) Indemnity. The Employer will indemnify, defend and hold the Directed Trustee harmless from any damages, costs or expenses, including reasonable attorneys' fees, which the Directed Trustee may incur as a result of any claim asserted against the Directed Trustee or the Trust arising out of the Directed Trustee's compliance with any proper written direction.

2.03 Agents. The Trustee may employ and pay from the Trust Fund reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee reasonably may delegate to any agent, attorney, accountant or other person selected by it any power or duty vested in it by the Plan, to the extent that such delegation of power or duty is allowed under ERISA, and the Trustee may act reasonably or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

2.04 Orphaned Plan. If the Trustee determines that the Employer has abandoned the Plan, the Trustee (if qualified to so act) may appoint itself as a Qualified Termination Administrator ("QTA"), as defined in Department of Labor guidance, for purposes of terminating the Plan and distributing all Plan Accounts. As a QTA, the Trustee may undertake all authorized acts to wind up the Plan, including causing

the Trust to pay from Trust assets to the QTA and to other service providers a reasonable fee for services rendered. A Directed Trustee may serve as a QTA without regard to the receipt of proper written direction.

2.05 Duties. The Trustee agrees to perform the responsibilities expressly imposed on it hereunder. The Employer and the Trustee intend that nothing shall be construed to require the Trustee to perform any responsibility or function that it has no express authority to perform under this agreement. The Trustee agrees to the following duties:

(A) ERISA. If ERISA applies to the Plan and to the extent that ERISA so requires, to act: (a) solely in the interest of Participants and Beneficiaries for the exclusive purposes of providing benefits under the Plan and defraying the reasonable expenses of Plan administration; (b) with the care, skill, prudence and diligence under the circumstances then prevailing as would a prudent person acting in a like capacity and familiar with such matters; (c) by diversifying Trust investments so as to minimize the risk of large losses unless not prudent under the circumstances to do so; and (d) in accordance with the Plan to the extent that the Plan is consistent with ERISA.

(B) Investment Policy. To coordinate its investment policy with Plan financial needs as communicated to it by the Plan Administrator.

(C) Trust Accounting. To furnish to the Employer and to the Plan Administrator an annual statement of account showing the condition of the Trust Fund and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement, including the net income, or loss, of the Trust Fund, the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets, and the increase, or decrease, in the value of the Trust Fund, stating the assets of the Trust held at the end of the Plan Year. Such statements are conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 45 days after the receipt of the statements or for which ERISA authorizes a longer period within which to object. The Trustee also may agree with the Employer or Plan Administrator to provide the information described in this paragraph more frequently than annually. Nothing contained in this Section shall deprive the Trustee of any right to have its accounts judicially settled if the Trustee so desires. To the extent permitted by law, but subject to any express provision of applicable law as may be in effect from time to time to the contrary, no person other than the Plan Administrator or Employer may require an accounting or bring any action against the Trustee with respect to the assets of the Trust or its actions as Trustee.

(D) Trust Valuation. To the extent directed by the terms of the Plan, the Plan Administrator, or the Named Fiduciary, to report the value of the Trust Fund and as applicable, the value of the Trust assets within each Participant or Beneficiary Account provided, however, the Trustee reserves the right to notify the Plan Administrator or Named Fiduciary of any non-marketable securities or other property held under the Trust without a readily-determinable value, and such securities or other property shall be valued as determined by the Plan Administrator or Named Fiduciary or other fiduciary (but not the Trustee) at least annually. However, if the Trustee is a Directed Trustee (as defined in this document) the Named Fiduciary will value the assets and will provide the valuation to the Trustee, unless the Trustee and the Named Fiduciary agree that the Trustee will conduct the valuation. The Trustee may reasonably rely on any valuation the Named Fiduciary conducts and provides.

(E) Distributions. To credit and distribute the Trust Fund as the Plan Administrator directs. The Trustee is not obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee is accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the direction of the Plan Administrator. The Trustee must promptly notify the Plan Administrator of any unclaimed Plan payment or distribution and then dispose of the distribution in accordance with the Plan Administrator's direction, including any processes or limitations enumerated in the Plan document. The Trustee shall be released and discharged from all further accountability or liability respecting such assets of the Trust, shall be fully protected in making payments out of the assets of the Trust in accordance with such written directions, and shall have no responsibility to see to the application of such payments or to ascertain whether such directions comply with the provisions of the Plan.

(F) Fees/Expenses. To pay from the Trust Fund all reasonable Plan fees and expenses, and if applicable to allocate the fees and expenses to Plan Accounts, both as the Plan Administrator directs. Any fee or expense that the Employer pays, directly or indirectly, is not an Employer contribution to the Plan, provided the fee or the expense relates to the ordinary and necessary administration of the Trust Fund.

(G) Loans. To make loans to a Participant or to a Beneficiary in accordance with the Plan Administrator's direction and the terms of the Plan.

(H) Records/Statements. To keep the Trustee's Plan records open to the inspection of the Plan Administrator and the Employer at all reasonable times and to permit the review or audit of such records from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee must furnish the Plan Administrator with whatever information relating to the Trust Fund the Plan Administrator considers necessary to perform its duties as Plan Administrator.

(I) Tax Returns. To file all information and tax returns required of the Trustee.

(J) Incapacity. To follow the direction of the Plan Administrator with regard to distributions to any Participant or Beneficiary whom the Plan Administrator has determined to be incapacitated (such as physical or mental incapacity, or age as defined by the Plan). The Trustee also will provide any reasonable information and take any reasonable action that the Plan Administrator requests relating to a determination of incapacity or otherwise pertaining to the administration of the Account of any incapacitated person. The Trustee has no duty or liability with regard to such distributions except to follow the instructions of the Plan Administrator.

(K) Bond. To provide a bond for the faithful performance of its duties as Trustee under the Trust to the extent required by ERISA.

(L) Contributions. To receive, take and hold any contributions paid to the Trustee by the Employer in cash or, in the case of a profit sharing plan, such other property as may be acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held managed and administered by the Trustee pursuant to the terms of this Trust without distinction between principal and income and without liability for the payment of interest thereon. Notwithstanding the foregoing, the Trustee agrees to perform the responsibilities expressly imposed on it. The Employer and the Trustee intend that nothing shall be construed to require the Trustee to perform any responsibility or function that it has no express authority to perform under this agreement.

2.06 Duty to Collect Employer Contributions.

(A) Duty. A discretionary Trustee has the duty to collect Employer contributions, including, but not limited to, elective deferrals, except to the extent such duty is limited by the Employer or as provided in paragraph (B). A Directed Trustee does not have the duty to collect employer contributions and the Employer represents and warrants that it either has responsibility as a "named fiduciary" (as defined in ERISA §402(a)(2)) or has properly delegated the responsibility to a Plan fiduciary, other than the Directed Trustee, for determining the correctness, amount and timing of contributions and for the collection of contributions. This duty is effective no sooner than the later of the date the Employer signs this Agreement or the date the Trustee or Special Trustee executes either this Agreement or otherwise accepts its responsibilities under the Agreement.

(B) Special Trustee. If a Special Trustee has been appointed, the Special Trustee will have the duty to collect Employer Contributions, working with the highest-ranking officer of the Employer in the case of resignation or removal until another Trustee is appointed. This is the sole duty of the Special Trustee, acting in that capacity. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee, other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee will either execute the Trust Agreement or a form accepting its position and agreeing to its obligations hereunder. The Special Trustee may perform any and all acts which in the Special Trustee's judgment are necessary or appropriate for the proper and advantageous discharge of its responsibilities.

(C) Standards. In determining how to discharge any duty to collect contributions, a Trustee, Special Trustee, or other Named Fiduciary of the Plan should weigh the value of the Plan assets involved, the likelihood of a successful recovery, and the expenses expected to be incurred. Among other factors, a Trustee, Special Trustee or other Named Fiduciary of the Plan may take into account the Employer's solvency in deciding whether to expend Plan assets to pursue a claim.

ARTICLE III ADMINISTRATIVE PROVISIONS

3.01 Co-fiduciary Liability. Each fiduciary under the Trust is responsible solely for his/her or its own acts or omissions. A fiduciary does not have any liability for another fiduciary's breach of fiduciary responsibility with respect to the Trust unless the fiduciary: (a) participates knowingly in or undertakes to conceal the breach; (b) has actual knowledge of the breach and fails to take reasonable remedial action to remedy the breach; or (c) through failure to perform his/her or its own specific fiduciary responsibilities that give rise to fiduciary status, the fiduciary has enabled the other fiduciary to commit a breach of the latter's fiduciary responsibility.

3.02 Limitation of Liability.

(A) Apportionment of duties. The Named Fiduciary, the Trustee(s) and any properly appointed Investment Manager may execute a written agreement as a part of this Plan delineating the duties, responsibilities and liabilities of the Investment Manager or Trustee(s) with respect to any part of the Trust Fund under the control of the Investment Manager or the Trustee(s).

(B) Investment Manager. The Trustee is not liable for the acts or omissions of any Investment Manager the Named Fiduciary may appoint, nor is the Trustee under any obligation to invest or otherwise to manage any asset of the Trust Fund which is subject to the management of a properly appointed Investment Manager. If investment of the Plan assets is to be directed in whole or in part by an Investment Manager, the Trustee shall be under no duty or obligation to review any investment to be acquired, held or disposed of pursuant to such directions nor to make any recommendations with respect to the disposition or retention of any such investment. The Trustee shall have no liability or responsibility for acting or not acting pursuant to the direction of, or failing to act in the absence of any direction from, the Investment Manager.

(C) **Other Fiduciaries.** The Trustee is not liable for the acts or omissions of any ancillary trustee or independent fiduciary properly appointed under Section 3.06. However, if a Discretionary Trustee, pursuant to the delegation described in Section 3.06, appoints an ancillary trustee, the Discretionary Trustee is responsible for the periodic review of the ancillary trustee's actions and the ancillary trustee must exercise its delegated authority in accordance with the terms of the Plan and in a manner consistent with ERISA.

(D) **Indemnity.** To the extent permitted by the Code and ERISA, the Employer agrees to indemnify and hold harmless the Trustee against any and all claims, losses, damages, expenses and liabilities the Trustee may incur in the exercise and performance of the Trustee's powers and duties hereunder, unless the same are judicially determined to be due to gross negligence or willful misconduct; including, but not limited to, attorney's fees in expenses covered. This provision applies whether or not the Trustee has resigned or has been removed.

(E) **Receipt of Assets.** The Trustee shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred to the Trust, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee under the terms of the Plan.

(F) **Insurer.** The Trustee (other than an Insurer acting as Trustee) shall not be responsible for the validity of the provisions under an insurance contract issued to the Plan or for the failure or refusal by the Insurer to provide benefits under such contract. The Trustee is also not responsible for any action or failure to act by the Insurer or any other person which results in the delay of a payment under the contract or which renders the contract invalid or unenforceable in whole or in part.

(G) **Direction.** If the Trustee shall be directed by a Participant (pursuant to Plan authorized procedures), the Employer, or an Investment Manager or other agent appointed by the Employer with respect to the investment of any or all Plan assets, the Trustee shall have no liability with respect to the investment of such assets, but shall be responsible only to execute such investment instructions as so directed. In addition, if the investment of Plan assets is to be directed by Participants, the Plan Administrator, Employer or other designated Named Fiduciary shall be solely responsible for the Plan satisfying the various criteria set forth in Department of Labor Regulation §2550.404c-1 for qualification as an "ERISA Section 404(c) Plan."

(1) **Reliance.** The Trustee shall be entitled to rely fully on the written (or other form acceptable to the Plan Administrator and the Trustee, including but not limited to, voice recorded) instructions of a Participant (pursuant to the Plan procedures), the Employer, or any fiduciary or nonfiduciary agent of the Employer, in the discharge of such duties, and shall not be liable for any loss or other liability resulting from such direction (or lack of direction) of the investment of any part of the Plan assets.

(2) **Delegation.** The Trustee may delegate the duty of executing such instructions to any nonfiduciary agent, which may be an affiliate of the Trustee or any Plan representative.

(3) **Refusal.** The Trustee may refuse to comply with any direction from the Participant in the event the Trustee, in its sole and absolute discretion, deems such direction improper by virtue of applicable law. The Trustee shall not be responsible or liable for any loss or expense that may result from the Trustee's refusal or failure to comply with any direction from the Participant.

(4) **Costs.** Any costs and expenses related to compliance with the Participant's directions shall be borne by the Participant's Directed Account, unless paid by the Employer.

(5) **Collectibles.** Notwithstanding anything herein above to the contrary, the Trustee shall not invest any portion of a Participant's Directed Account in "collectibles" within the meaning of Code §408(m).

3.03 Multiple Trustees. An Employer may appoint one or more Trustees to perform duties in Section 2.01 for specified assets in the Plan if the Trustees accept such appointment. Multiple Trustees may consist of financial institutions or individuals in any combination at the election of the Employer. If multiple parties act as Trustee over specified assets in the Plan, the power or duties of the Trustee shall be interpreted as applying to each such Trustee only with respect to the assets of the Trust Fund for which such Trustee is the Trustee. Each Trustee shall have no responsibility for, or liability with respect to, any of the Trust Fund other than the assets for which it serves as Trustee.

(A) **Majority Decisions.** If more than two persons act as Trustee, a decision of the majority of such persons controls with respect to any decision regarding the administration or the investment of the Trust Fund or of any portion of the Trust Fund with respect to which such persons jointly act as Trustee. Except as provided in paragraph (B), the Trustees jointly will manage and control the assets of the Trust Fund (or those Trust assets as to which they act as Trustee).

(B) **Multiple Institutional Trustees.** If there is more than one Trustee which is a financial institution, each Trustee shall be the Trustee only with respect to those assets specifically deposited by the Employer in the Trust Fund for which such Trustee is the Trustee. References in the Trust to the responsibilities, power or duties of the Trustee shall be interpreted as applying to each such Trustee only with respect to the assets of the Trust Fund for which such Trustee is the Trustee. Each Trustee shall have no responsibility for, or liability with respect to, any of the Trust Fund other than the assets for which it serves as Trustee.

(C) **Allocation.** Multiple Trustees may allocate among themselves specific responsibilities or obligations or may authorize one or more of them, either individually or in concert, to exercise any or all of the powers granted to the Trustee, or to perform any or all of the duties assigned to the Trustee under this Trust.

(D) **Signature.** The signature of only one Trustee is necessary to effect any transaction on behalf of the Trust (or as to those Trust assets as to which the signatory acts as Trustee).

3.04 Trustee Fees and Expenses. A Trustee will receive reasonable compensation and reimbursement for reasonable Trust expenses (including counsel fees) actually incurred as Trustee, as set forth in the Trustee's fee schedule (if the Trustee has such a schedule), or as may be agreed upon from time to time by the Employer and the Trustee. No person who is receiving full pay from the Employer may receive compensation (except for reimbursement of Plan expenses) for services as Trustee. As the Plan Administrator or Employer directs, such fees and expenses will be paid by the Employer, or the Trustee will charge the Trust for the fees or expenses. If, within a reasonable time after a Plan related fee or expense is incurred (or if within the time specified in any agreement between the Plan and the Trustee regarding payment of a fee or expense) the Plan Administrator does not communicate the Employer's decision regarding payment or if the Employer does not pay the fee or expense, the Trustee may charge the Trust for such reasonable fees and expenses as are not settlor expenses. All taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

3.05 Third Party Reliance. A person dealing with the Trustee is not obligated to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Plan. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and is not liable to any person in so acting. The certificate of the Trustee that it is acting in accordance with the Plan is conclusive in favor of any person relying on the certificate.

3.06 Appointment of Ancillary Trustee or Independent Fiduciary

(A) **Appointment.** The Employer or Named Fiduciary, in writing, may appoint any qualified person in any state to act as ancillary trustee with respect to a designated portion of the Trust Fund, subject to any consent required under the Plan. An ancillary trustee must acknowledge in writing its acceptance of the terms and conditions of its appointment as ancillary trustee and its fiduciary status under ERISA.

(B) **Powers.** The ancillary trustee has the rights, powers, duties and discretion as the Employer may delegate, subject to any limitations or directions specified in the agreement appointing the ancillary trustee and to the terms of the Plan or of ERISA. The Employer may delegate its responsibilities under this Section 3.06 to a Discretionary Trustee (subject to the acceptance by such Discretionary Trustee of that delegation), but the Employer may not delegate its responsibilities to a Directed Trustee. The investment powers delegated to the ancillary trustee may include any investment powers available under Section 2.01. The delegated investment powers may include the right to invest any portion of the assets of the Trust Fund in a common trust fund, as described in Code §584, or in any collective investment fund, the provisions of which govern the investment of such assets and which the Plan incorporates by this reference, but only if the ancillary trustee is a bank or similar financial institution supervised by the United States or by a state and the ancillary trustee (or its affiliate, as defined in Code §1504) maintains the common trust fund or collective investment fund exclusively for the collective investment of money contributed by the ancillary trustee (or its affiliate) in a trustee capacity and which conforms to the rules of the Comptroller of the Currency, as applicable. The Employer also may appoint as an ancillary trustee, the trustee of any group trust fund designated for investment pursuant to the provisions of Section 3.08.

(C) **Resignation/Removal.** The ancillary trustee may resign its position and the Employer may remove an ancillary trustee as provided in Section 3.07 regarding resignation and removal of the Trustee. In the event of such resignation or removal, the Employer may appoint another ancillary trustee or may return the assets to the control and management of the Trustee.

(D) **Independent Fiduciary.** If the DOL requires engagement of an independent fiduciary to have control or management of all or a portion of the Trust Fund, the Employer will appoint such independent fiduciary, as directed by the DOL. The independent fiduciary will have the duties, responsibilities and powers prescribed by the DOL and will exercise those duties, responsibilities and powers in accordance with the terms, restrictions and conditions established by the DOL and, to the extent not inconsistent with ERISA, the terms of the Plan. The independent fiduciary must accept its appointment in writing and must acknowledge its status as a fiduciary of the Plan.

3.07 Resignation and Removal. The following provisions relate to Trustee resignation and removal and to appointment of a successor. They apply to a Special Trustee as well as a Trustee.

(A) **Resignation.** The Trustee may resign its position by giving written notice to the Named Fiduciary and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Named Fiduciary consents in writing to shorter notice.

(B) **Removal.** The Employer or Named Fiduciary may remove a Trustee by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the

Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

(C) Successor Appointment. In the event of the death, incapacity, resignation or the removal of a Trustee, where no other Trustee continues to serve, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons shall have full authority to act under the terms of the Plan as Trustee.

(1) Default Successor Trustee. Except as provided in subparagraph (2) below, if the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee. If state law prohibits the Employer from serving as successor Trustee, the appointed successor Trustee is the president of a corporate Employer, the managing partner of a partnership Employer, the managing member of a limited liability company Employer, the sole proprietor of a proprietorship Employer, or in the case of any other entity type, such other person with title and responsibilities similar to the foregoing.

(2) Default Custodian. If the Employer fails to appoint a successor Custodian as of the effective date of Custodian resignation or removal, the Trustee will direct the investment of Plan assets held by the former Custodian.

(D) Acceptance. Each successor Trustee succeeds its predecessor Trustee by accepting in writing its appointment as successor Trustee and by filing the acceptance with the former Trustee and the Plan Administrator. For this purpose, the successor Trustee's execution of this Trust or the Adoption Agreement to the Plan constitutes the Trustee's acceptance of its appointment as successor Trustee. The successor Trustee will also execute such other documents, if any, as the Plan Administrator may reasonably require in connection therewith.

(E) Outgoing Trustee. The resigning or removed Trustee, upon receipt of acceptance in writing of the Trust by the successor Trustee, must execute all documents and must perform all acts necessary to vest the title to Plan assets of record in any successor Trustee. In addition, to the extent reasonably necessary for the ongoing administration of the Plan, at the request of the Plan Administrator and the successor Trustee, the resigning or removed Trustee must transfer records, provide information and otherwise cooperate in effecting the change of Trustees. Such resigning or removed Trustee is authorized to reserve such sum of money (and for that purpose to liquidate such property as may be necessary to produce such sum) for payment of all proper expenses and charges against the assets of the Trust including reasonable expenses in connection with such resignation or removal, and any balance of such reserve remaining after the payment of such charges shall be paid over to the successor Trustee. Whenever any Trustee hereunder ceases to serve as such, the Trustee shall furnish to the Employer and Plan Administrator a written statement of account with respect to the portion of the Plan Year during which the individual or entity served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Plan Year or (ii) set forth in a special statement. Any such special statement of account should be rendered to the Employer no later than the due date of the annual statement of account for the Plan Year. The procedures set forth in Section 2.05 for the approval by the Employer of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the Employer of any such special statement in the manner provided in Section 2.05 shall have the same effect upon the statement as the Employer's approval of an annual statement of account.

(F) Successor Powers. Each successor Trustee has and enjoys all of the powers, both discretionary and ministerial, conferred under the Plan upon its predecessor.

(G) No Liability for Predecessor or Successor. A successor Trustee is not personally liable for any act or failure to act of any predecessor Trustee, except as required under ERISA. With the approval of the Employer and the Plan Administrator, a successor Trustee, with respect to the Plan, may accept the account rendered and the property delivered to it by a predecessor Trustee without liability. No Trustee shall be required to investigate, or be responsible for, any acts or omissions occurring before it became, or after it ceased to be, Trustee.

3.08 Investment in Group Trust Fund. The Employer specifically authorizes a Directed Trustee, as directed, or a Discretionary Trustee to invest all or any portion of the assets comprising the Trust Fund in any group trust fund which at the time of the investment provides for the pooling of the assets of plans qualified under Code §401(a), including a group trust fund that also permits the pooling of qualified plan assets with assets of an individual retirement account that is exempt from taxation under Code §408(e), assets of an eligible governmental plan under Code §457(b) that is exempt from taxation under Code §457(g), assets of a custodial account under Code §403(b)(7) or a retirement income account under Code §403(b)(9), or assets of a governmental plan under Code §401(a)(24). This authorization applies solely to a group trust fund exempt from taxation under Code §501(a) and the trust agreement of which satisfies the requirements of Rev. Rul. 81 100 (as modified and clarified by Rev. Rul. 2004-67, Rev. Rul. 2011-1, and Rev. Rul. 2014-24), or any successor thereto. The provisions of the group trust fund agreement, as amended from time to time, are by this reference incorporated within this Plan and Trust. The provisions of the group trust fund will govern any investment of Plan assets in that fund. To comply with Code §4975(d)(8) as to any group trust fund maintained by a disqualified person, including the Trustee, the following provisions apply: (a) a Discretionary Trustee or a Directed Trustee may invest in any such fund at the direction of the Named Fiduciary who is independent of the Trustee and the Trustee's affiliates; (b) a Discretionary Trustee or a Directed Trustee (the latter as directed) may invest in any such fund

which the Employer specifies in the Adoption Agreement to the Plan or in an appendix thereto; and (c) notwithstanding (a) and (b) a Discretionary Trustee may invest in its own funds as described in Section 2.01(C). The Employer may attach an appendix to this Trust to specify the group trust funds in which the assets of the Trust Fund may be invested. If so, investments in group trust funds shall be limited to the group trust funds so specified.

3.09 Combining Trusts. At the Employer's direction, the Trustee, for collective investment purposes, may combine into one trust fund the Trust created under this Plan with the trust created under any other qualified retirement plan the Employer maintains. However, the Trustee must maintain separate records of account for the assets of each Trust in order to reflect properly each Participant's Account Balance under the qualified plans in which he/she is a participant.

3.10 Amendment/Substitution. The Employer may, at any time and from time to time, amend or restate the Trust or any of its provisions. Any Trust amendment (a) must not conflict with any other provisions of the Plan (except as expressly are intended to override an existing Trust provision); and (b) must not cause the Plan to violate Code §401(a). The Trustee must execute or consent in writing to any amendment.

3.11 Electronic Communication. Any communication, notice, direction, or other writing in connection with the Trust may be given electronically, under reasonable commercial procedures satisfactory to the Trustee.

3.12 Governing Law. The law of the state or commonwealth where the Employer's principal office is located will determine all questions arising with respect to the provisions of the Trust.

3.13 Reliance on Counsel. The Trustee may consult with legal counsel (who may be of counsel to the Employer) concerning any question which may arise with reference to its duties under this Trust Agreement and the opinion of such counsel shall be full and complete protection to the Trustee in respect to any action taken or suffered by the Trustee in good faith and in accordance with the opinion of such counsel.

3.14 Termination. This Trust Agreement and the Trust created hereby may be terminated at any time by the Employer, and upon such termination, the assets of the Trust shall be paid out by the Trustee as and when directed by the Plan Administrator pursuant to the terms of the Plan and this Trust. When the assets of the Trust have been applied or distributed as provided herein, the Trustee shall be released and discharged from all further accountability or liability respecting the assets of the Trust (or that part of the assets so applied or distributed if the Trust is terminated only in part) or any part thereof so applied or distributed and shall not be responsible in any way or to any person for the further disposition of the assets of the Trust (or that part of the assets so applied or distributed, if the Trust is terminated only in part) or any part thereof so applied or distributed.

ARTICLE IV TRUSTEE/CUSTODIAN/INSURER

The undersigned, by executing this Trust, hereby accepts their position and agrees to all of the obligations, responsibilities and duties imposed upon them under the Trust.

The persons or entities acting as Trustee(s) hereunder, as defined in this agreement, are listed in the attached Appendix.

signature on file
EMPLOYER

see electronic signature
DATE SIGNED

signature on file
TRUSTEE

see electronic signature
DATE SIGNED

**APPENDIX
TRUSTEES DUTIES**

Trustee:

Rhea Little

Discretionary Trustee

Brentwood City Commission Agenda

Meeting Date: 04/25/2022

Resolution 2022-45 - Authorizing an Agreement with Blankenship CPA Group PLLC for Financial and Compliance Audit Services for Fiscal Year 2022

Submitted by: Karen Harper, Finance

Department: Finance

Information

Subject

Resolution 2022-45 - Authorizing an Agreement with Blankenship for Financial and Compliance Audit Services for fiscal year ending June 30, 2022.

Background

Please find attached the proposed annual audit contract with Blankenship CPA Group, PLLC for the City's independent auditing services for the fiscal year July 1, 2021 through June 30, 2022. The contract fee of \$48,400 covers the base auditing services and the preparation of financial statements. The contract fee represents a small increase of \$1,400 from the previous year's audit. FY 2022 will require a single audit of grant expenditures exceeding \$750,000 at a cost of \$4,000 for each major program.

As you may recall, in FY 2021, staff solicited 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 best combination of experience, knowledge, qualifications, fees, and location earned Blankenship the recommendation from staff to be awarded the contract for audit services. The audit for FY 2021-2022 is a for year two of a five-year contract.

For FY 2022 financial and compliance audit services, Blankenship will assist with the following GASB Statements: No. 87, Leases, No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period, No. 92, Omnibus 2020, No.93, Replacement of Interbank Offered Rates, and 97, Defined Contribution Plans. 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 Blankenship 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 sign the contract electronically via the TN Comptroller's Office CARS website.

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

Staff Recommendation

Staff recommends approval of Resolution 2022-45, authorizing an agreement with Blankenship CPA Group, PLLC for financial and compliance audit services for fiscal year ending June 30, 2022. The second year of a five (5) year contract.

Fiscal Impact**Attachments**

Resolution 2022-45

Financial and Compliance Audit Service Contract

Engagement Letter

RESOLUTION 2022-45

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND BLANKENSHIP CPA GROUP, PLLC, FOR FINANCIAL AND COMPLIANCE AUDIT SERVICES, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement and any associated documents by and between the City of Brentwood and Blankenship CPA Group, PLLC for financial and compliance audit services, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

CONTRACT TO AUDIT ACCOUNTS

OF

City of Brentwood

FROM July 01, 2021 TO June 30, 2022

This agreement made this 14th day of April 2022, by and between Blankenship CPA Group, PLLC, 215 Ward Circle, Brentwood, TN 37027, hereinafter referred to as the "auditor" and City of Brentwood, of PO Box 788, Brentwood, TN 37024-0788, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2021, and ending June 30, 2022 with the exceptions listed below:

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Section 9-3-407, *Tennessee Code Annotated* and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **15** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to December 31, 2022, **but in no case, shall be filed later than six (6) months following the period to be audited, without explanation to the Comptroller of the Treasury, State of Tennessee and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

Additional copies provided upon request

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the

office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in *Tennessee Code Annotated*, § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8, relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g. a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA)**. Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 9 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e. group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 9-13 of this contract are also applicable to the component auditor during the performance of the component audit.

9. (Special Provisions) **Attached engagement letter incorporated by reference**

10. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of (Fees may be fixed amounts or estimated.) (Fixed Amount: **\$48,400.00**) or (Estimated gross fee:)

(If not a fixed amount, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been

or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

\$48,400 for ACFR. Additional Single Audit fee of \$4,100 for first major program and \$2,500 for each additional major program, if applicable

11. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

12. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 9 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

13. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Blankenship CPA Group, PLLC

Audit firm

Governmental Unit or Organization



Richard Lockwood

By

Signature

Title/Position:

Partner

E-mail address

rlockwood@bcpas.com

Date:

April 14, 2022

By

Signature

Title/Position:

E-mail address

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:



April 14, 2022

Honorable Mayor and Board of Commissioners
City Manager
City of Brentwood, Tennessee
5211 Maryland Way
Brentwood, Tennessee 37027

Attn: Karen Harper, Finance Director

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Brentwood, Tennessee (the City)'s governmental activities, business-type activities, any aggregate discretely presented component units, each major fund, aggregate remaining fund information, the budgetary comparison for the general fund and major special revenue funds, if any, and supplementary information as of and for the year ending June 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States (GAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

You have also requested that we perform the audit of the City as of June 30, 2022 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance) when it is required.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS and GAS, and the Uniform Guidance and the U.S. Office of Management and Budget's (OMB) Compliance Supplement when required. Those standards and applicable regulations and supplements require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, and the Uniform Guidance, as applicable, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will communicate to the Board of Commissioners (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We are responsible for the compliance audit of major programs under the Uniform Guidance when required, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the AICPA and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. 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 City involving management, employees who have significant

roles in internal control, and others where the fraud could have a material effect on the financial statements;
and

3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information which accounting principles generally accepted in the United States of America (GAAP) require to be presented to supplement the basic financial statements when included. Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with GAAP, including the supplementary information required by the State of Tennessee Comptroller of the Treasury, and the other supplementary information required by the State of Tennessee Comptroller of the Treasury. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Management and the Board of Commissioners are responsible for informing us of their views about the risks of fraud, waste or abuse within the City, and their knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the City.

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with GAAP;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

You have informed us that you intend to prepare an annual comprehensive financial report (ACFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program. In our connection with our audit of the financial statements, our responsibility is to read the other information included in the ACFR and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this engagement letter; and
2. That it believes 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 taken as a whole.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance when required, as well as the requirements of the State of Tennessee Comptroller of the Treasury, management is responsible for (a) identifying all federal awards and state financial assistance received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form, when required.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Honorable Mayor and Board of Commissioners of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the City's financial statements, we will also issue the following reports:

1. A report on the fairness of the presentation of the City's schedule of expenditures of federal awards and state financial assistance for the year ending June 30, 2022;

2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance, when required; and
4. An accompanying schedule of findings and questioned costs, when required.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Karen Harper, Finance Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Nonaudit Services

In connection with our audit, at your request, we may perform the following accounting services:

1. Assisting with the adoption of a new accounting standard
2. Drafting the financial statements
3. Other services as agreed

The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to the City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit service to be performed. The City has agreed that Karen Harper, Finance Director is a senior member of management who possesses suitable skill, knowledge or experience and that the individual understands the services to be performed sufficiently to oversee them. Accordingly, the management of the City agrees to the following:

1. Karen Harper, Finance Director will assume all management responsibilities for subject matter and scope of the nonaudit services;
2. The City will evaluate the adequacy and results of the services performed; and
3. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the City's management and those charged with governance of the objectives of the nonaudit services, the services to be performed, the City's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the nonaudit services. We believe this letter documents that understanding.

Parties' Understanding Concerning Situation Around COVID-19

Blankenship CPA Group PLLC (Blankenship) and the City acknowledge that, at the time of the execution of this engagement letter, federal, state, and local governments, both domestic and foreign, have imposed certain restrictions on travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Blankenship has restricted its employees from certain travel and onsite work, whether at a client facility or our own, to protect the health of both Blankenship's and its clients' employees. Accordingly, to the extent that any of the services described in this engagement letter requires or relies on Blankenship or City personnel to travel and/or perform work onsite, either at the City's or Blankenship's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, both parties acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and, thus, certain services described herein may need to be rescheduled and/or suspended at either party's sole discretion. Blankenship and the City agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. Blankenship and the City also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Costs also may increase if services provided include matters such as consideration of going concern, impairment analysis, debt forgiveness, or lease concessions, not already considered within the stated fees. Blankenship will obtain the City's prior written approval (email will be sufficient) for any increase in the cost of our services that may result from the situation surrounding COVID-19.

Peer Review

In accordance with GAS, our most recent external peer review report and any subsequent reports received during the contract period have been filed with the State of Tennessee Comptroller of the Treasury.

Fees and Costs

We expect to issue our report in accordance with the terms described in the Contract to Audit Accounts provided the remaining provisions of this section below are met. Karen Stephens is the engagement partner and is responsible for signing the report or authorizing another individual to sign it. Rich Lockwood is the engagement leader and point of contact for the engagement.

Our fees for the services described above are outlined in the Contract to Audit Accounts. Our fees for these services are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. These estimates for our fee and the completion of our work are based upon the following criteria:

1. Signed engagement letter received by May 15, 2022, and the initial client assistance request items received according to schedule
2. Anticipated cooperation from City personnel
3. Timely responses to our inquiries
4. Timely completion and delivery of client assistance requests
5. Timely communication of all significant accounting and financial reporting matters
6. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase and/or the date of report issuance may be delayed. To mitigate increased fees or delayed report issuance, we will timely communicate with management if any of these criteria are not being met where the fee might be more than anticipated. An interim invoice will be

submitted during the course of the engagement and a final invoice will be submitted once the engagement is complete. Billings are due upon submission.

Use of Subcontractors and Third-Party Products

From time to time and depending upon the circumstances, we may, in our sole discretion, use qualified third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Personal Information or Confidential Information (as both terms are defined below) to them. You hereby consent to us sharing your information, including Confidential Information and Personal Information, with these third-party service providers on the same basis as we would be permitted to share information with one of our employees, provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services, subject to direct end-user or subscription agreements), applications, and equipment (collectively, third-party products). You acknowledge that your or our use of a third-party product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the third-party product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such third-party product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such third-party product's infrastructure, as well as the service levels associated with such third-party product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such third-party products for the purpose described herein.

You acknowledge that your or our use of third-party products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a third-party product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Blankenship. For the purposes of this engagement letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Blankenship's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Blankenship for the City under this engagement letter, or any documents belonging to the City or furnished to Blankenship by the City.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Blankenship policies, and will be agreed to, accounted for, and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in Blankenship's form. Blankenship reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Blankenship. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, State of Tennessee Comptroller of the Treasury, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency or State of Tennessee Comptroller of the Treasury. Access to requested documentation will be provided under the supervision of Blankenship audit personnel and at a location designated by our firm.

Because Blankenship will rely on the City and its management and the Board of Commissioners to discharge the foregoing responsibilities, The City holds harmless and releases Blankenship and its partners and employees from all claims, liabilities, losses, and costs arising from circumstances where there has been a knowing misrepresentation by a member of the City's management that has caused, in any respect, Blankenship's breach of contract or negligence.

Confidentiality

Blankenship and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, Blankenship and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, Blankenship is permitted to disclose the City's Confidential Information to Blankenship's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards

As used herein, "Confidential Information" means information in any form, oral, graphic, written, electronic, machine-readable, or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins, and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this engagement letter.

As used herein, the term "Confidential Information" will *not* include information that (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this engagement letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Notwithstanding the foregoing, Blankenship acknowledges that records in the City's custody are subject to the public records laws of the State of Tennessee, and that such laws shall take precedence over the terms and provisions of this section.

Data Protection Compliance

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this engagement letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 (HIPAA), classified or controlled unclassified information subject to the National Industrial Security Program, the National Industrial Security Program Operating Manual, or the Defense Federal Acquisition Regulation Supplement (DFARS), data subject to Export Administration Regulations (EAR), or International Traffic in Arms Regulations (ITAR) controlled data. Unless otherwise expressly agreed upon and specified in writing by Blankenship and the City, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

Blankenship and the City acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Personal Information

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection, or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers, or state- or province-issued identification card numbers, credit or debit card

numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the City or the City's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use, and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We will use all such City-provided Personal Information, if at all, only for the purposes described in this engagement letter. The parties agree that as part of the performance of the services as described in this engagement letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of City-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this engagement letter. We will not be liable to you for any resulting loss, damage, or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government, or war,

riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this engagement letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this engagement letter.

When an engagement has been suspended at the request of management and the Board of Commissioners, and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this engagement without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this engagement letter. Accordingly, the scope, timing, and fee arrangement discussed in this engagement letter will no longer apply. In order for us to recommence work, the execution of a new engagement letter will be required.

We may terminate this engagement letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list; in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

The parties agree that those provisions of this engagement letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this engagement letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. We also may utilize Confidential Information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by our professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

The City agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our written permission. Any such request is also a matter for which separate arrangements may be necessary. After obtaining our permission, the City also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Governing Law

This engagement letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this engagement letter, any provisions herein, a report issued or the services provided hereunder, will be governed and

construed in accordance with the laws of the State of Tennessee, without regard to its conflict of law principles and applicable U.S. federal law.

Entire Agreement

This engagement letter and the Contract to Audit Accounts constitute the complete and exclusive statements of agreement between Blankenship and the City and supersede all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this engagement letter.

If any term or provision of this engagement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This engagement letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature.

This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts" of such documents, if introduced as evidence in any judicial, arbitral, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit, and our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Agreed to and Acknowledged by:

Rich Lockwood, CPA, Partner
Blankenship CPA Group, PLLC
Brentwood, Tennessee

Confirmed on behalf of the City of Brentwood, Tennessee:

Signature

Brentwood City Commission Agenda

Meeting Date: 04/25/2022

Res 2022-47 - Approval to Purchase 53 Fiber Termination Panels with Splicing Trays, through Omnia US Communities Contract #EV-2370

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Res 2022-47 - Approval to Purchase 53 Fiber Termination Panels with Splicing Trays, through Omnia US Communities Contract #EV-2370.

Background

The City's 53 traffic cabinets are in need of Fiber Termination Panels with Splicing Trays for each of the City's signalized intersections. The current splicing panels are becoming obsolete, with plastic connectors similar to the end of a telephone line. Over time the plastic has become brittle, likely due to the internal temperatures within the traffic cabinets, especially throughout the summer heat. In many cases, the plastic is so brittle that the fiber connections just fall out of the ports they are plugged into. These newer style fiber termination panels utilize a sturdier aluminum plug harness that should hold up much better.

The panels are available for purchase through Omnia US Communities Purchasing Cooperative Contract #EV-2370

Please direct any questions to the Public Works Director.

Staff Recommendation

As with many materials and electronic components, we are being told there is a 4-5 month lead time on these panels. Despite this purchase being included in the draft budget for FY 2023, staff recommends an early approval to purchase, so we can place and order and receive these devices as soon as reasonably possible.

Staff request approval to purchase 53 units at \$231.10 each, for a combined total of \$12,354.30.

Fiscal Impact

Amount : \$12,354.30

Source of Funds: General Fund

Account Number: 110-43165-89530

Fiscal Impact:

Funding is proposed in the FY 2023 draft annual General Fund budget for this purpose. Early ordering is necessary due to supply chain disruptions and long lead times for orders.

Attachments

Resolution 2022-47

Fiber Termination Panel & Splicing Tray Quote

RESOLUTION 2022-47

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND GRAYBAR ELECTRIC COMPANY, INC., FOR THE PURCHASE OF FIFTY-THREE (53) FIBER TERMINATION PANELS WITH SPLICING TRAYS, 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 and any associated documents by and between the City of Brentwood and Graybar Electric Company, Inc. for the purchase of fifty-three (53) fiber termination panels with splicing trays, 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



825 8TH AVE SOUTH
NASHVILLE TN 37203-4143
Phone: 615-743-3300
Fax: 615-254-4337

To: CITY OF BRENTWOOD -C/D
ACCTS PAYABLE
1750 General George Patton Drive
BRENTWOOD TN 37027-7901
Attn: Martin Yates
Phone: 615-370-7000
Fax:
Email: jerome.bannister@graybar.com

Date: 04/14/2022
Proj Name: **AFL ITEMS**
GB Quote #: **0240459262**
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 04/14/2022
Valid To: 05/12/2022
Contact: JEROME BANNISTER
Email: jerome.bannister@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: **Omnia US Communities Contract #EV-2370**

Omnia Partner ID: 1036571

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		53 EA	AFL TELECOMMUNI CATIO	WME01E	WALL MOUNT ENCL HOLD 1 FIBER PANEL	\$66.84	1	\$3,542.52
GB Part #: 26030874 UPC #: ***Item Note:*** Lead Time: 9 Weeks ARO								
200		53 EA	AFL TELECOMMUNI CATIO	PM-L-12-ULC-0- S-01	POLIMOD MODULE W/PIGTAILS 12 LC/UPC SM	\$166.26	1	\$8,811.78
GB Part #: 25618304 UPC #: ***Item Note:*** Lead Time: 18 Weeks ARO								

Total in USD (Tax not included): \$12,354.30

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

To: CITY OF BRENTWOOD -C/D
ACCTS PAYABLE
1750 General George Patton Drive
BRENTWOOD TN 37027-7901
Attn: Martin Yates

Date: 04/14/2022
Proj Name: AFL ITEMS
GB Quote #: 0240459262

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR.
7. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
8. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
9. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
10. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar.
11. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
12. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
13. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
14. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
15. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
16. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
17. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
18. CANCELLATION; CHANGES FOR SERVICES - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

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We provide state and local governments the **power** to deliver value to their organizations through **access** to a competitive procurement process and suppliers they can **trust**.

OMNIA Partners is the cooperative purchasing organization that is driving excellence in state and local government procurement. Its unmatched breadth of competitively solicited contracts from world-class suppliers streamlines the purchasing process and helps state and local government agencies achieve their strategic goals.

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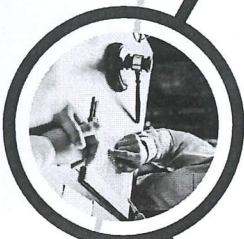


TECHNOLOGY

Together with our supplier partners, OMNIA Partners strives to bring innovative IT solutions to your agency's complex needs.

- Assistive Technology
- Audio Visual
- Cloud Solutions
- Data Storage & Management
- Digital Media

- Hardware & Software
- Mobile Computing Solutions
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PUBLIC SAFETY & SECURITY

Safety and security contracts available through OMNIA Partners provide customized solutions to meet the needs of your municipality.

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- Inmate & Detention Supplies
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PUBLIC WORKS

Infrastructure maintenance is critical to public health, safety, and welfare. OMNIA Partners has you covered.

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- Street Sweepers

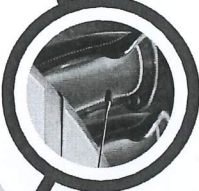


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Get back on track with our wide variety of athletic contracts.

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From the floor to the roof, OMNIA Partners has you covered.

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- Dismantling & Restoration
- Elevator/Escalator Maintenance
- Facilities Services
- Flooding
- General Construction
- Heavy Equipment Rental

- HVAC
- Janitorial Supplies & Equipment
- Job Order Contracting
- Maintenance, Repair & Operations
- Modular Buildings
- Roofing



GROUNDS

Exterior spaces will shine with groundskeeping contracts from the nation's largest municipal cooperative purchasing organization.

- Fuel & Fuel Card Programs
- Grounds Maintenance
- Grounds Maintenance Equipment

- Playgrounds & Related Equipment
- Sport Surfaces & Synthetic Turf Field
- Utility Vehicles





WME01

Wall Mount Interconnect Enclosure (WME) with One LGX® Mounting Position

AFL's wall mount interconnect enclosure (WME01) provides a convenient convergence point for interconnecting and/or splicing in wall mount applications. Provisioned for one LGX-compatible adapter plate or optical module, the enclosure features a well-engineered solution for fiber and cable management on both the top and bottom openings of the enclosure. Robust steel construction ensures the highest level of protection for sensitive components while integrated roll-formed hinges eliminate possible fiber pinch points. The WME01 features a front access door which is lockable with a common pad-lock or tube-style keyed lock.

Features

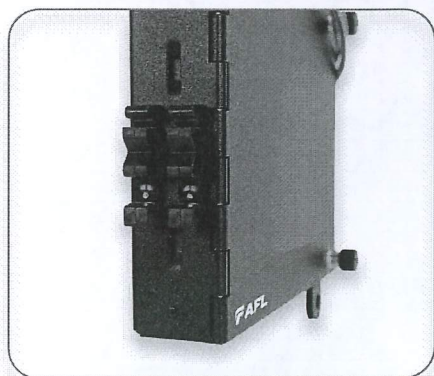
- Fits comfortably into new and existing interconnect, cross-connect and co-location environments
- U-shaped cable entry eliminates the need to feed preconnectorized cables through an inconvenient access port
- Modular design fully compatible with Poli-MOD® products and XFM® optical cassettes
- Locking option for flexibility and security
- Available empty, with adapters, or with adapters, splice chip and pigtails pre-installed
- LGX 118 compatible
- Optional DIN rail mounting kit (sold separately)
- All major connector types are supported

Applications

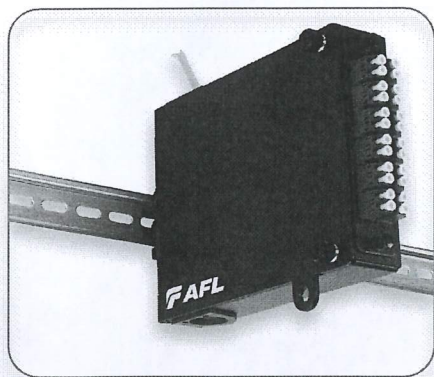
- Co-Location sites
- Customer premise
- Hub/OTN sites
- Telecommunication closets
- Campus/enterprise environments

Specifications

- Solid steel construction
- Powder coat black textured finish
- Top or bottom cable entry with dust resistant grommets
- Single-haspl locking/security system
- 12 to 24 fiber patch and splice density
- One LGX mounting position
- Physical dimensions: 5.6"H x 7"W x 1.5"D
- Empty version weight: 2.0 lbs.



WME01 rear mounting clip for DIN rail



WME01 with DIN rail mounting kit

LGX is a registered trademark of Furukawa Electric North America, Inc.



Wall Mount Interconnect Enclosure (WME) with One LGX® Mounting Position

Ordering Information

EMPTY	
DESCRIPTION	AFL NO.
WME01 Empty	WME01E

HALF LOADED: WME WITH ADAPTER PLATES AND ADAPTERS ONLY							
CONN. TYPE	FIBER CT.	AFL NO. UPC SM (BLUE)	APC SM (GREEN)	PC MM 62.5 (BEIGE)	PC MM 50 (BLACK)	PC MM OM3 (AQUA)	PC MM OM4 (AQUA)
SC	6	WME01AS-USCSM-006000	WME01AS-ASCSM-006000	WME01AS-PSCM6-006000	WME01AS-PSCM5-006000	WME01AS-PSCML-006000	WME01AS-PSCMC-006000
	12	WME01AS-USCSM-012000	WME01AS-ASCSM-012000	WME01AS-PSCM6-012000	WME01AS-PSCM5-012000	WME01AS-PSCML-012000	WME01AS-PSCMC-012000
LC	6	WME01AS-UDLSM-006000	WME01AS-ADLSM-006000	WME01AS-PDLM6-006000	WME01AS-PDLM5-006000	WME01AS-PDML-006000	WME01AS-PDLMC-006000
	12	WME01AS-UDLSM-012000	WME01AS-ADLSM-012000	WME01AS-PDLM6-012000	WME01AS-PDLM5-012000	WME01AS-PDML-012000	WME01AS-PDLMC-012000
	24	WME01AH-UDLSM-024000	WME01AH-ADLSM-024000	WME01AH-PDLM6-024000	WME01AH-PDLM5-024000	WME01AH-PDML-024000	WME01AH-PDLMC-024000
ST	6	WME01AS-USTSM-006000	—	WME01AS-PSTM6-006000	WME01AS-PSTM5-006000	WME01AS-PSTML-006000	WME01AS-PSTMC-006000
	12	WME01AS-USTSM-012000	—	WME01AS-PSTM6-012000	WME01AS-PSTM5-012000	WME01AS-PSTML-012000	WME01AS-PSTMC-012000
FC	6	WME01AS-UFCSM-006000	WME01AS-AFCSM-006000	WME01AS-PFCM6-006000	WME01AS-PFCM5-006000	WME01AS-PFCML-006000	WME01AS-PFCMC-006000
	12	WME01AS-UFCSM-012000	WME01AS-AFCSM-012000	WME01AS-PFCM6-012000	WME01AS-PFCM5-012000	WME01AS-PFCML-012000	WME01AS-PFCMC-012000

LOADED: WME WITH ADAPTER PLATES/ADAPTERS/SPLICE CHIP/PIGTAIL (900 µm TIGHT BUFFERED FIBERS 3 METERS IN LENGTH)							
CONN. TYPE	FIBER CT.	AFL NO. UPC SM (BLUE)	APC SM (GREEN)	PC MM 62.5 (BEIGE)	PC MM 50 (BLACK)	PC MM OM3 (AQUA)	PC MM OM4 (AQUA)
SC	6	WME01FS-USCSM-0061C0	WME01FS-ASCSM-0061C0	WME01FS-PSCM6-0061C0	WME01FS-PSCM5-0061C0	WME01FS-PSCML-0061C0	WME01FS-PSCMC-0061C0
	12	WME01FS-USCSM-0121C0	WME01FS-ASCSM-0121C0	WME01FS-PSCM6-0121C0	WME01FS-PSCM5-0121C0	WME01FS-PSCML-0121C0	WME01FS-PSCMC-0121C0
LC	6	WME01FS-UDLSM-0061C0	WME01FS-ADLSM-0061C0	WME01FS-PDLM6-0061C0	WME01FS-PDLM5-0061C0	WME01FS-PDML-0061C0	WME01FS-PDLMC-0061C0
	12	WME01FS-UDLSM-0121C0	WME01FS-ADLSM-0121C0	WME01FS-PDLM6-0121C0	WME01FS-PDLM5-0121C0	WME01FS-PDML-0121C0	WME01FS-PDLMC-0121C0
	24	WME01FH-UDLSM-0241C0	WME01FH-ADLSM-0241C0	WME01FH-PDLM6-0241C0	WME01FH-PDLM5-0241C0	WME01FH-PDML-0241C0	WME01FH-PDLMC-0241C0
ST	6	WME01FS-USTSM-0061C0	—	WME01FS-PSTM6-0061C0	WME01FS-PSTM5-0061C0	WME01FS-PSTML-0061C0	WME01FS-PSTMC-0061C0
	12	WME01FS-USTSM-0121C0	—	WME01FS-PSTM6-0121C0	WME01FS-PSTM5-0121C0	WME01FS-PSTML-0121C0	WME01FS-PSTMC-0121C0
FC	6	WME01FS-UFCSM-0061C0	WME01FS-AFCSM-0061C0	WME01FS-PFCM6-0061C0	WME01FS-PFCM5-0061C0	WME01FS-PFCML-0061C0	WME01FS-PFCMC-0061C0
	12	WME01FS-UFCSM-0121C0	WME01FS-AFCSM-0121C0	WME01FS-PFCM6-0121C0	WME01FS-PFCM5-0121C0	WME01FS-PFCML-0121C0	WME01FS-PFCMC-0121C0

ACCESSORIES	
DESCRIPTION	AFL NO.
DIN Mount Kit, LGX® 118 (Nylon DIN Clips and Screws)	FM003388

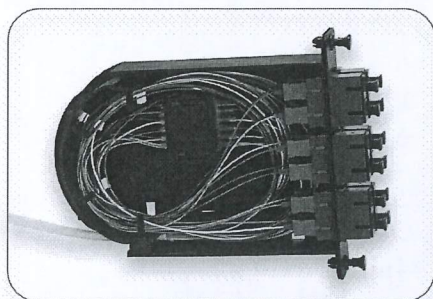
Connector/Adapter Key

TYPE	DESCRIPTION
ASC	Angle Polish SC (ZR) sleeve-SM
ASF	Angle Polish SC Duplex (ZR) sleeve-SM
PSC	Physical Polish SC (PB) sleeve-MM
PSF	Physical Polish SC Duplex (PB) sleeve-MM
USC	Ultra Polish SC with (ZR) sleeve-SM
USF	Ultra Polish SC Duplex (ZR) sleeve-SM

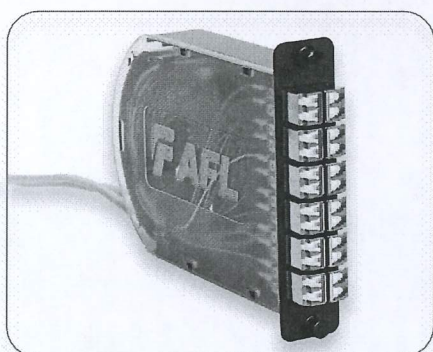
TYPE	DESCRIPTION
PST	Physical Polish ST (PB) sleeve-MM
UST	Ultra Polish ST (ZR) sleeve-SM
AFC	Angle Polish FC (ZR) sleeve-SM
PFC	Physical Polish FC (PB) sleeve-MM
UFC	Ultra Polish FC (ZR) sleeve-SM

TYPE	DESCRIPTION
ADL	Angle Polish LC Duplex (ZR) sleeve-SM
PDL	Physical Polish LC Duplex (PB) sleeve-MM
PLC	Physical Polish LC (PB) sleeve-MM
UDL	Ultra Polish LC Duplex (ZR) sleeve-SM
ULC	Ultra Polish LC (ZR) sleeve-SM

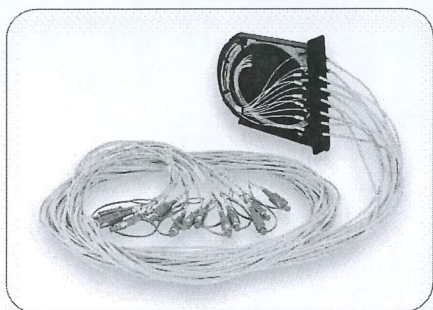
LGX is a registered trademark of Furukawa Electric North America, Inc.



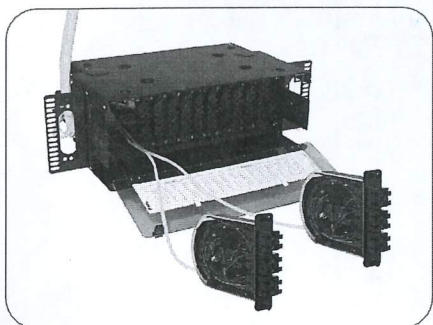
12-Fiber SC/UPC Configuration



24-Fiber LC/UPC Configuration



DAS Poli-MOD



Poli-MOD® Patch and Splice Module

AFL's new Poli-MOD is an innovative patch and splice module, which offers an inventive and effective means to accommodate up to 24 fiber interconnections in an industry-standard, single-slot LGX®118 footprint. The new Poli-MOD offers a unique and robust way to secure cable without the need for time-wasting, tie-wrap alternatives. Additionally, the module leverages a creative snap-in splice sleeve cradle to securely manage both single and ribbon fiber arrangements. These features provide the capacity to outfit a standard 4RU rack-mount panel with up to 288-fiber interconnections.

The Poli-MOD is also offered in an arrangement that supports the low loss budget requirements of Distributed Antenna System (DAS) networks. This is accomplished through the elimination of an interconnection point while providing a robust splicing environment for rack and wall-mount panel applications.

Features

- 24-fiber interconnection capacity
- LGX 118 compatibility (single-slot module)
- Effective and time-saving cable mounting mechanism (no tie-wraps necessary)
- Inventive splice sleeve cradle
- Available in SC, LC, ST and FC connector arrangements
- Shuttered LC connectors for increased dust protection
- Organized fiber routing
- Fixed solution, no moving parts
- Multi-directional cable entry access
- DIN rail mountable (with DIN Mount Kit)

Applications

- Telecommunications Closets
- Data Centers
- Customer Premise
- Local Area Networks
- Wide Area Networks
- Central Offices
- Hub Sites
- Cabinets
- Remote Terminals
- Distributed Antenna Systems (DAS)

Poli-MOD® Patch and Splice Module

Ordering Information

Example: PM-L-12-ASC-0-S-01

PM	L	12	ASC	0	S	01
Configuration	Fiber/Connector Count	Connector Type ³	Fiber Type	Fiber Arrangement	Packaging	
E = Empty (Splicing Only) H = Half Loaded (Adapter Plate only) L = Loaded (Adapter Plate & Pigtails) D = DAS Poli-MOD ¹	06 = 6 Fibers/Connectors 12 = 12 Fibers/Connectors 24 = 24 Fibers/Connectors ² XX = Empty	ASC = Angle-Polished SC USC = Ultra-Polished SC PSC = Multimode SC ALC = Angle-Polished LC ULC = Ultra-Polished LC PLC = Multimode LC UST = Ultra-Polished ST PST = Multimode ST AFC = Angle-Polished FC UFC = Ultra-Polished FC PFC = Multimode FC XXX = Empty	0 = Single-mode (G.657.A1 BIF) 1 = 62.5 μm (OM1) 2 = 50 μm (OM2) 3 = 50 μm (OM3) 4 = 50 μm (OM4) X = Empty	S = Single/Standard R = Ribbon 3 = 3 mm, 3 meter DAS W = SpiderWeb Ribbon® (SWR®) X = No Fiber (Half Loaded or Empty)	01 = 1 Poli-MOD per box* 06 = 6 Poli-MODs per box 12 = 12 Poli-MODs per box	

1. DAS Poli-MOD requires specialty packaging and is packaged as "1 Poli-MOD per box" ONLY.

1. DAS Poli-MOD requires specialty packaging and is packaged as "1 Poli-MOD per box" ONLY.

2. 24 Fibers/Connectors are only available in a LC Duplex configuration.

3. Angle and Ultra-Polished connector types are only available with single-mode fiber configurations.

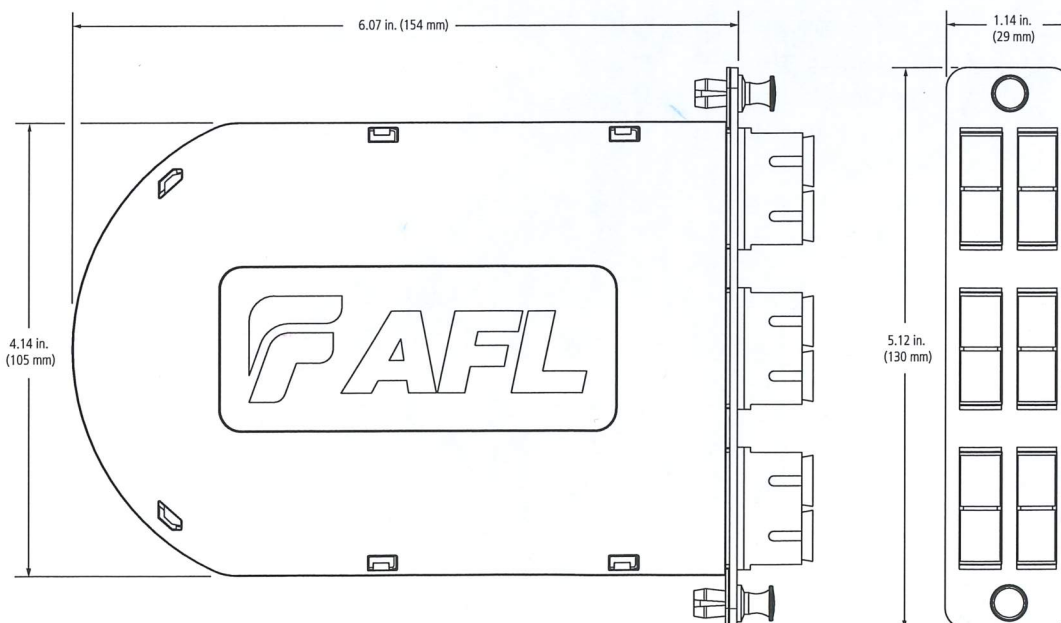
Adapter Color Codes

FIBER AND POLISH TYPE	ADAPTER COLOR
Single-mode, APC (Angled Physical Contact)	Green
Single-mode, UPC (Ultra Physical Contact)	Blue
Multimode OM1, PC (Physical Contact)	Beige
Multimode OM2, PC (Physical Contact)	Black
Multimode OM4, PC (Physical Contact)	Aqua

Poli-MOD Kits/Accessories

DESCRIPTION	AFL NO.
Poli-MOD Cable Mounting Clip Kit	FM003053
Poli-MOD Spiral Wrap Kit	FM003280
Poli-MOD Splice Chip Kit with 24 Splice Sleeves	FM003711
Fusion Splice Sleeve, FP-03, 40 mm	S000206
Adapter Bracket for Mounting Single Poli-MOD, angled	FM000948-B
Adapter Bracket for Mounting Single Poli-MOD, flat	FM003589-B
Corning CCH and PCH 145 mm Adapter Bracket	FM001636
DIN Mount Kit, LGX® 118	FM003394

Dimensions



Brentwood City Commission Agenda

Meeting Date: 04/25/2022

Approval to purchase office chairs for the Emergency Communications Center from Elite Ergonomics LLC

Submitted by: Holly Earls, Administration

Department: Police

Information

Subject

Approval to purchase office chairs for the Emergency Communications Center from Elite Ergonomics LLC

Background

Given the nature of a 911 dispatcher's job duties, workplace ergonomics are imperative. Included in these considerations are the comfort and functionality of their office chairs. As part of the relocation of the emergency communications center to the new Police Headquarters facility, the current office chairs will be replaced. The existing chair model used by ECD staff have been effective and well liked. Therefore, staff wanted to continue with the same specific model chair.

Because there are multiple potential suppliers of this specific chair, staff issued an invitation to bid for six Ironhorse 4000HD black leather office chairs to include installation and delivery. We received four bids. Elite Ergonomics LLC was the low bidder with a total cost of \$13,842.90. Staff believes this is a responsive and responsible bid and recommends this purchase.

If you have any questions, please contact the Police Chief.

Staff Recommendation

Staff recommends the approval to purchase the office chairs from Elite Ergonomics LLC.

Fiscal Impact

Amount : \$13,842.90

Source of Funds: ECD

Account Number: 450-00000-13080

Fiscal Impact:

Funding for this project will come from the Brentwood Emergency Communications District.

Attachments

Bid document

Bid tabulation



City of Brentwood
City Recorder
Holly Earls, City Recorder
5211 Maryland Way, Brentwood, TN 37027

PROPOSAL DOCUMENT REPORT

ITB No. 2022-ITB-010

Office Chairs (Including Delivery and Installation) for the Emergency Communication Center

RESPONSE DEADLINE: April 14, 2022 at 10:00 am

Report Generated: Friday, April 15, 2022

Elite Ergonomics LLC Proposal

CONTACT INFORMATION

Company:

Elite Ergonomics LLC

Email:

danrad47@gmail.com

Contact:

Daniel Radtke

Address:

2100 Habersham Marina Rd. APT 101D
Cumming, GA 30041

Phone:

N/A

Website:

www.eliteergonomics.com

Submission Date:

Apr 11, 2022 2:17 PM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Bidder's Contact Person*

Please enter the following information for the Bidder's Point of Contact for this project:

Contact Person's Name

Contact Person's Title

Contact Person's Telephone Number

Contact Person's Email Address

Daniel Radtke

Owner

678-548-5384

danrad47@gmail.com

2. Does the bidder take any exceptions to the City's request for bid, including the standard terms and conditions as provided in the solicitation documents?*

If Yes, please upload your exceptions in Required Documents #8.

If No, this means the Bidder takes no exceptions.

No

3. Are exceptions, if any, to the City's solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?*

Please upload your exceptions in Required Documents #8.

Confirmed

4. Are the City's preferred payment terms as addressed in this solicitation, acceptable to bidder?*

If no, please upload bidder's requests for payment terms under Required Documents #8.

Yes

5. Date of delivery*

Please give the earliest date chairs can be provided (delivered and installed) to the City. All items must be delivered and installed within forty-five (45) calendar days of bid award. Forty-eight (48) hours advance notice should be given prior to delivery. With delivery, any required installation shall begin and continue day to day until complete.

4-5 weeks

6. Are the following included with this Bid Submittal Form in the Required Documents?*

Detailed Bidder-supplied description of proposed product(s) or material(s) to be used for this project;

Specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;

Iran Divestment Act Certification;

Affidavit of Non-Collusion, executed in full.

Confirmed

7. Receipt acknowledged of any and all issued addenda to this solicitation:*

To confirm that you have received and read all Addenda related to this solicitation, please type the Addenda numbers here (i.e. "1,2,3"). If there were no Addenda, type "N/A"

N/A

8. Bidder's Authorized Representative

I HAVE RECEIVED AND READ, AND DO UNDERSTAND AND CONSENT, TO ALL INSTRUCTIONS, TERMS AND CONDITIONS, INCLUDING THOSE IMPOSED BY REFERENCE, WHICH APPLY TO THIS PROCUREMENT SOLICITATION AND COMPLIANCE WITH WHICH IS REQUIRED AS A CONDITION PRECEDENT TO CONSIDERATION OF THE BID SUBMITTED HEREWITH.*

Confirmed

TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE*

Owner

9. Required Documents

REQUIRED DOCUMENTS*

Please upload all completed required forms as one (1) PDF document here.

Delivery_includes_lift_gate_service_to_the_ground.docx

PRICE TABLES

PROPOSAL DOCUMENT REPORT

ITB No. 2022-ITB-010

Office Chairs (Including Delivery and Installation) for the Emergency Communication Center

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Ironhorse 4000HD black leather chairs	6	Each	\$2,307.15	\$13,842.90
TOTAL					\$13,842.90

Delivery includes lift gate service to the ground. The chairs will arrive assembled, you will have to roll the chairs in the building.



EVALUATION TABULATION

ITB No. 2022-ITB-010

Office Chairs (Including Delivery and Installation) for the Emergency Communication Center

RESPONSE DEADLINE: April 14, 2022 at 10:00 am

Report Generated: Friday, April 15, 2022

SELECTED VENDOR TOTALS

Vendor	Total
Elite Ergonomics LLC	\$13,842.90
Evosite Control Rooms	\$18,133.62
Thor Engineering LLC	\$19,229.82
Synergy Business Environments	\$20,079.42

TABLE 1

					Elite Ergonomics LLC		Evosite Control Rooms		Synergy Business Environments		Thor Engineering LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Ironhorse 4000HD black leather chairs	6	Each	\$2,307.15	\$13,842.90	\$3,022.27	\$18,133.62	\$3,346.57	\$20,079.42	\$3,204.97	\$19,229.82
Total						\$13,842.90		\$18,133.62		\$20,079.42		\$19,229.82

Brentwood City Commission Agenda

Meeting Date: 04/25/2022

Approval to Purchase Kenworth Tandem-Axle Dump Truck from Worldwide Equipment Under Tennessee State Contract

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Approval to purchase a tandem-axle dump truck for the Public Works Department from Worldwide Equipment Enterprises, Inc. Worldwide Equipment is authorized to sell a 2023 Kenworth T480 Chassis with dump body upfitting through Rogers, under the Tennessee Statewide Contract SWC209.

Background

The Public Works Department uses a combination of single-axle and tandem-axle trucks for snow plowing, materials hauling, and stormwater projects. One of the current tandem-axle trucks is a model year 2012 Freightliner. While these trucks generally have lower mileage, they are workhorses on a local level. The engine and transmission are put under tremendous stress pushing snow and hauling materials across the terrain of the city. In addition, they are used to distributing rock salt on the roads during winter weather, which accelerates corrosion to components of the truck. It is our experience that even with proper maintenance and cleaning, these trucks become unreliable after about 10 years of life. The truck is likely to bring a good residual value at auction; however, it is recommended to order the replacement truck before the reliability suffers and begins to create costly maintenance issues and service delays, especially as costs continue to climb and lead times are often more than a year. Therefore, staff is requesting approval to order this 2023 Kenworth T480 early. The Tennessee statewide contract currently allows the City to purchase the truck and dump body up-fitting for \$164,760.00. As you know, the volatility of the current market is seeing unpredictable fluctuations with price increases and material surcharges. Therefore, staff requests approval for a 5% contingency to help buffer any unforeseen surcharges between now and delivery.

Please direct any questions to the Public Works Director.

Staff Recommendation

Staff recommends the purchase of the 2023 Kenworth Tandem-Axle Dump Truck from Worldwide Equipment Under Tennessee State Contract with a 5% contingency allowance.

Fiscal Impact

Amount : \$172,998.00

Source of Funds: Equipment Replacement Fund

Account Number: 310-43120-89520

Fiscal Impact:

Base Quote \$164,760.00

5% Contingency \$8,238.00

Total Request \$172,998.00

The cost of this truck has increased from what we had budgeted a year or more ago, however, a 2022 FYE special transfer from General Fund excess revenues to the Equipment Fund will be proposed to cover this increased cost. The FY23 proposed Equipment Replacement Fund will allocate the necessary funds for this purchase, anticipated delivery is not expected until the summer of 2023 or later.

Attachments

Combined Worldwide Quote

Truck Specifications

Rogers up-fitting cost



WORLDWIDE EQUIPMENT - ABINGDON (B325)
18285 LEE 1-81 @ EXIT 31
ABINGDON, Virginia 24210

City of Brentwood
1750 General George Patton Drive
Brentwood, Tennessee 37027
United States of America

Nikolas Peters
Cell Phone:
Office Phone:
Email: nikolas.peters@thetruckpeople.com

Todd Hoppenstedt
Cell Phone: 331-454-6484
Office Phone: 615-371-0080
Email: todd.hoppenstedt@brentwoodtn.gov

Customer Quote

Equipment

Quantity:	1
Truck Price:	\$149,442
Dealer Options:	\$0
Extended Warranty:	\$0
Surcharges Not Subject to Discount:	\$0
Options Not Subject to Discount:	\$0
Factory Freight Cost:	\$2,825
Total Equipment Price:	\$130,935

Miscellaneous

FET Tire Credit:	\$0
Net Chassis FET:	\$0
State Tax:	\$0
Body/Trailer/Accessories FET:	\$0
Fees:	\$33,825
Other:	

\$164,760

Quotation Total:

This quotation worksheet is provided to aid dealers in their pricing efforts. Since PACCAR Inc and its truck divisions have no control over data input and various transactional circumstances that may affect the FET calculation, it is not to be considered tax advice. The dealer should consult his own tax advisor for the proper calculation of any taxes under the variety of circumstances, which may occur.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed.

Price Level: January 1, 2022

Date: April 13, 2022

Deal: T480 Dump Tandem

Quote Number: QUO-825114-G4B8K1

Printed On: 4/13/2022 12:45:02 PM



WORLDWIDE EQUIPMENT - ABINGDON (B325)
18285 LEE 1-81 @ EXIT 31
ABINGDON, Virginia 24210

City of Brentwood
1750 General George Patton Drive
Brentwood, Tennessee 37027
United States of America

Nikolas Peters
Cell Phone:
Office Phone:
Email: nikolas.peters@thetruckpeople.com

Todd Hoppenstedt
Cell Phone: 331-454-6484
Office Phone: 615-371-0080
Email:
todd.hoppenstedt@brentwoodtn.gov

Vehicle Summary

Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	16000
Type:	FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:	T480 Dump Tandem	G.C.W. (lbs):	62001
Description 2:	T480 Dump-SWC-Tandem Dump		
Application		Road Conditions:	
Intended Serv.:	Local pickup & delivery: Vehicles which	Class A (Highway)	85
Commodity:	Other building materials.	Class B (Hwy/Mtn)	10
Body		Class C (Off-Hwy)	5
Type:	End dump.	Class D (Off-Road)	0
Length (ft):	16	Maximum Grade:	6
Height (ft):	13	Wheelbase (in):	205
Max Laden Weight (lbs):	4000	Overhang (in):	61
		Fr Axle to BOC (in):	67.5
Trailer		Cab to Axle (in):	137.5
No. of Trailer Axles:	0	Cab to EOF (in):	198.5
Type:		Overall Comb. Length (in):	306
Length (ft):	0	Special Req.	
Height (ft):	0	U.S. Domestic registry, 50-state.	
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Std/ Opt	Description	Weight
Model		
S	T480 Series Conventional	10,386
O	T480 Aero Hood	0
O	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0
O	T480 Tandem	0
O	State of Registry: Tennessee	0
Engine & Equipment		
O	PX-9 300 300@1850 860@1200, 2021 With Turbo Exhaust Brake (VGT Brake). N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09260 C121 64....Max Vehicle Speed in Top Gea N09440 C234 NO....Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 64....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	0
O	EPA Emissions Warranty Engine	0
S	PremierSpec	0
O	Gearing Analysis: Performance power before economy results.	0
O	Customer's Typical Operating Spd: 64 MPH	0
	Effective VSL Setting NA	0

<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
O	Engine Idle Shutdown Timer Disabled	0
O	Enable EIST Ambient Temp Overrule	0
	Eff EIST NA Expiration Miles	0
S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
S	Air Cleaner: MD Composite Engine Mounted	0
S	Air Restriction Indicator: Mechanical Mounted on Air Cleaner.	0
S	Fan Hub: Horton On/Off for PX-9 or ISLG	0
S	Cooling Module: 2.1M MD - Aero Hood 1000 Square Inches	0
O	EXH: 2021 RH Under DPF/SCR with RH SOC Vertical tailpipe. Not 2.1m high roof sleepers	0
O	Tailpipe: 5 in. single 24 in. 45 degree curved.	6
S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0
S	Run Aid:None *For Fuel Filter	0
S	Start Aid:None *For Fuel Filter	0
O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	0
O	Block heater: PACCAR 750 watt 120V for PX-7 1000 watt for PX-9 and ISL9 engines.	2
O	Retarder: Jacobs for PX-9 and ISL With 3-way switch. Replaces the standard turbo brake for PX-9 engines.	57
S	Alternator: PACCAR 160 amp, brush type	0
S	Batteries: 2 PACCAR GP31 threaded post (700-730) 1400-1460 CCA dual purpose.	0
S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0
O	Body Builder Battery Power Prewire	0
Transmission & Clutch		
O	Transmission: Allison 3500RDS 6-speed	399

Std/ Opt	Description	Weight
	w/PTO drive gear. 5th Gen Controls. Limited to 860 lb.-ft. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	
O	Driveline: 2 Dana 1810 heavy-duty 1 centerbearing *Heavy duty is 1810HD series.	39
O	Torque converter included w/Allison Transmission.	0
O	Allison Fuel Sense: Delete	0
O	J1939 Park Brake Auto Neutral	0
O	Transmission Cooler: Automatic Transmission For use with 2.1M MD with Vocational Hood. Includes cooler protector.	38
Front Axle & Equipment		
O	Meritor MFS20 Front Axle rated 16K 3.5 in. drop, standard track.	0
O	Front Brakes: 20K Meritor Q-Plus 16.5x6 in.	-38
O	Front Brake Drum: 20,000 lbs. Meritor X30 light weight 16-1/2x6 in.	-8
O	Front Hubs Aluminum hub pilot 20,000 lbs. 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle.	16
S	ConMet PreSet Plus Hub package; front axle.	0
S	Hubcap: front vented.	0
S	Front Auto Slack Adjuster.	0
O	Front Springs: Taperleaf 16K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings.	76
O	Single power steering gears: 16K.	20
O	Power Steering Cooler:Radiator Mounted Air-to-Oil	11
O	5 mm front suspension spacer block.	0
Rear Axle & Equipment		
O	Dual Meritor RT46-160 rear axle rated at 46K. Tandem rear axles.	2,745
S	Rear Axle Ratio - 5.63.	0
O	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0
O	Dual Rear Brake Drums: cast.	0
O	Dual Rear Hubs: Aluminum hub pilot 46K 11-1/4 in. bolt circle.	0

Std/ Opt	Description	Weight
O	ConMet PreSet Plus Hub package; dual rear axle.	0
O	Dual Rear axle automatic slack adjusters.	0
O	Spring Brake: 3030 long stroke dual 30 square inches travel. Helps keep brakes in adjustment longer.	4
S	Bendix 4S/4M anti-lock brake system.	0
O	Interaxle driveline:1 Dana 1710 Series	86
O	Driver Controlled Differential Lock (Crosslock) for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	39
O	Tandem Hendrickson HAULMAAX EX (HMX) 460 46K. 54 in. axle spacing, 16.5 in. saddle height. With shocks, track rods and rubber bolster bushings. Unladen Height: 11.5 in. Laden Height: 9.5 in.	482
S	Bolted rear suspension crossmembers for Reyco 79KB. Replaces medium duty standard.	0
Tires & Wheels		
O	Front tires: Bridgestone M870 315/80R22.5 20PR All Position	94
O	Rear tires: Bridgestone M726ELA 11R22.5 14PR	152
O	Rear Tire Quantity: 8	0
O	Front Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[™] powder coat, hub-pilot mount.heavy-duty 5 hand-hole hub pilot mount.	20
O	Rear Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[™] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	80
O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
O	Rear Wheel/Rim Quantity: 8	0
Frame & Equipment		
S	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 308 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	74
O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 285 in. to 336 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per	600

<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
	pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	
O	Bumper: Tapered painted steel channel. Requires a bumper setting code.	65
S	40 in. Bumper setting. Requires a bumper code.	0
S	Front tow loops: Two	0
S	Battery box cantilever aluminum BOC with smooth natural finish aluminum cover.	19
O	Battery box location: LH Side.	0
S	DPF/SCR box natural end plates and natural cover.	0
S	Heavy-duty one-pc aluminum intermediate/fill-in crossmember.	0
S	Heavy-duty 5-piece rear cab support, hucked assembly. Huck fastened to frame.	0
O	Final end-of-frame cut-off dimension will be modified to 56 in. to 60 in.	0
O	Customer will install structural end-of-frame crossmember before vehicle is placed in service.	0
S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0
S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0
S	Square end-of-frame w/o crossmember; non-towing.	0
Fuel Tanks & Equip		
S	50 US gallon D-Shape rectangular aluminum under fuel tank, replace. With non-slip step.	22
S	Small DEF tank, 5.5 gallons.	0
O	DEF to fuel fill ratio 2:1 or greater.	0
S	DEF tank location is LH under cab.	0
S	Location: 50 gal fuel tank LH under cab	0
Cab & Equipment		
S	Cab: Stamped aluminum with curved windshield LED markers. Requires separate roof code.	0
O	Hood: Short Aero w/ Chrome Crown	0
S	Cab HVAC - Day Cab and 40in Sleeper	0

<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
	System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	
S	Steering wheel: 18 in. 4-spoke.	0
S	Adjustable telescoping tilt steering column.	0
O	Two spare switches: Wired to power. BOC wire termination.	0
S	Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0
S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0
O	Driver Seat: KW Air Seat IB Vinyl w/ Dual Armrests/Susp Cover/Isolator Lever	0
O	Rider Seat: KW Toolbox Seat IB Vinyl w/ Dual Armrests	0
O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	0
O	Speaker Package For Cab: (2) Speakers B-Pillar	0
O	Ashtray insert: W/cigar lighter located in center console. Deletes 1 12V outlet & 1 cupholder.	0
S	Turn Signal: Self-Cancelling	0
S	LH and RH Trip Ledge Rain Deflectors	0
O	Grabhandle: LH, Exterior, Side of Cab - Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	3
S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0
S	Kenworth Daylite Door with standard LH/RH electric door locks and LH/RH electric window controls.	0
S	Single air horn under cab.	0
S	Look-Down, Pass. Door, Black 11x6	0
S	Mirror Shell: Dual Aero In-Mold Black	0

Std/ Opt	Description	Weight
O	Mirror: Dual KW Aero Rear View Motor, heated with Integral CX.	0
S	Rear cab stationary window 19in x 36in	0
S	One-piece bonded-in windshield with curved glass. Standard.	0
O	Kenworth Cab Air Suspension.	0
O	Roof: Raised Profile, Stamped Aluminum w/ Additional Head Room & Interior Overhead Storage	0
Lights & Instruments		
S	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and DRL. Fender Mtd.	0
S	Marker Lights: Five, rectangular, LED	0
S	LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.	0
O	Brake Lights on when Engine Brake Active. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0
O	Wiring:Cust. Install Trlr Elec. Brake Controller. Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	4
O	Polyswitches replacing fuses. Switch will automatically reset after removal of excess load.	0
Air Equipment		
S	Air Dryer: Bendix AD-HF Puraguard Heated	0
S	Moisture ejection valve w/ pull cable drain.	0
O	Full Truck Kit Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	15
S	Nylon air tubing in frame & cab, excluding hoses	0

<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
	subject to excessive heat or flexing.	
O	Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).	0
Extended Warranty		
S	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
S	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0
O	Base Warranty: Emissions 5YR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)	0
Miscellaneous		
O	GHG Secondary Manufacturer: Does Not Apply	0
S	VMUX Architecture	0
Promotions		
Paint		
O	Paint color number(s). N9702 A - L0006 WHITE N9770 BUMPER N0001 BLACK N9720 FRAME N0001 BLACK	0
O	Steel Bumper Painted Frame Color	0
S	Day Cab Standard Paint	0
S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

Order Comments

Total Weight

15,508

Prices and Specifications Subject to Change Without Notice.

Price Level: January 1, 2022

98% Complete

Date: April 11, 2022

Deal: T480 Dump Tandem

Quote Number: QUO-825114-G4B8K1

Printed On: 4/11/2022 1:18:48 PM

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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Quote

Rogers Manufacturing Company, Inc.

110 Transit Ave Nashville, TN 37210

Phone 615-244-9720 Fax 615-244-9719

Quote # 9423

Date 1/21/2022

Customer

Account # 859872

WORLDWIDE EQUIPMENT
6614 WILBANKS RD
KNOXVILLE, TN 37912

Quote Valid for 30 Days Sales Rep. JB

Truck T380

Chassis ID #

CA / CT 102"

Transmission Allison Automatic

Axles Single

Exhaust

Horns on Cab

Quoted To

Owner

Email

Chassis Arrival

Expected Completion

Dylan Cutshaw

City of Brentwood

P.O. #

F.O.B. Nashville, TN

Body Reference # 48850

Group	Sub Group	Description	Price	Qty	U/M
Body	Model	R Series	33,825.00		
	Length	13'-6"			
	Inside Width	7'-4"			
	Outside Width	8'-0"			
Floor	Material	7 Ga Hi Tensile Steel			
	Longitudinals	5" x 2" x 3/16" Longitudinal			
	Sub Frame	8" @ 11.5 lbs/ft channel			
	Crossmembers	4" @ 5.4 lbs/ft channel			
Sides	Height	40"			
	Material	10 Ga Hi Tensile Steel			
	Front Post	10 GA Hi Tensile			
	Side Post	10 GA Hi Tensile			
	Rear Post	7 GA Hi Tensile Steel			
	Top Rail	3 1/2" x 3 1/2" x 3/16"			
	Fenders	Formed rub rail w. deflectors between each side post			
	Fender Option	None			
	Board Pockets	Front and Rear			
	Center Lug	None			
	Top of Sides	None			
	Steps	Grip strut steps and walk rod full length of body both sides			
Front	Option	EZ Step (driver's side)			
	Material	10 GA Hi Tensile Steel			
	Cabshield	20" w/ built in windscreen			
Tailgate	Height	46"			
	Material	10 GA Hi Tensile Steel			
	Type	Standard 2 way			
	Slope	None, Straight			
	# of Panels	Horizontal braces			
	Hinges	Standard			
	T/G Chains	Long Chains, pins inside			
	Controls	Air Latch			
Total					

Quote

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City of Brentwood

P.O. #

F.O.B. Nashville, TN

Body Reference # 48850

Group	Sub Group	Description	Price	Qty	U/M
Lights	Latches	Forged Lower Latches			
	Apron / Spreader Lip	8", Bolt on			
	Body Lights	LED Lights to meet FMVSS #108			
	Rear Stop/Turn	6" LED Oval, surface mount (1 on each rear post)			
	Marker Lights	Standard LED			
	Option	Plow lights on fender, wired to factory switch (or direct switch by Rogers)			
	Strobe	(8) strobe light package (TDOT placement)			
	Beacon light	Amber Beacon light on C/S (item # 102991,102992)			
Paint	Color	Black			
Tarp	Manufacturer	Donovan			
	Operation	Electric			
	Arms	Aluminum Curved			
	Cover Material	Vinyl			
Mud Flaps	Front	None			
	Rear	"Rogers" rubber flaps			
Chassis / Hydraulics	PTO	Allison Automatic PTO			
	Pump	Direct Mount w/ Shifter valve			
	Control - PTO	Air Shift			
	Control - Pump	Air Shift			
	Hoist	Front Mount Telescopic (single acting)			
	Cylinder Base	Cylinder Base in Sub Frame			
	Hydraulic Tank	Side mount oil tank			
	Rear Hinge Assembly	Sub Frame Rear hinge assembly			
	Chassis Lights	Standard			
	Back Up Alarm	Yes			
	Body Safety Support	Standard body supports			
			Total		

Quote

Rogers Manufacturing Company, Inc.

110 Transit Ave Nashville, TN 37210

Phone 615-244-9720 Fax 615-244-9719

Quote # 9423

Date 1/21/2022

Customer

Account # 859872

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6614 WILBANKS RD
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Transmission Allison Automatic

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Exhaust

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Dylan Cutshaw

City of Brentwood

P.O. #

F.O.B. Nashville, TN

Body Reference # 48850

Group	Sub Group	Description	Price	Qty	U/M
	Central System	Central hydraulics to operate Body, Plow, & T/G spreader, plumbed to front and rear w/ fittings			
	Pintle Hitch	50 Ton Pintle hitch w/ D rings, gladhands, & 7 pin (using dealer supplied tractor package)			
	Electric Brake Controller	Electric brake controller w/ 6 pin connector			
	Note:	Normally double acting cylinders provided, however lead times have caused them to be hard to obtain. Confirm that single acting is preferred over double acting.			
			Total	\$33,825.00	

Brentwood City Commission Agenda

Meeting Date: 04/25/2022

Approval to Purchase a Mack/Petersen TL3 Grapple Truck from CMI Equipment Sales, Inc.

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

City Commission Approval to Purchase a stock Mack/Petersen TL3 Grapple Truck from CMI Equipment Sales, Inc.

Background

The Public Works Department has a fifth Grapple Truck programmed into the FY23 Equipment Replacement Fund. Given the volatility of the vehicle and equipment markets, it has been difficult to obtain reliable pricing for these types of purchases. When we are able to get a reliable glimpse at pricing, the vendors are unable to hold that price for any period of time.

Manufacturers are implementing materials surcharges, sometimes several times throughout a model year. Pricing fluctuations combined with anticipated lead times forces us to look further ahead than we once did.

Staff initially budgeted \$210,000 for this purchase, which is a 22% increase over the most recent grapple truck purchases just over a year ago. We recently obtained pricing for the Kenworth chassis grapples, which are similar to the two we most recently purchased. That cost was \$221,045.59, which is a 26% increase over the past year. The current Kenworth pricing, combined with the anticipated build and delivery date, have pushed us to evaluate other options.

Through the help of CMI Equipment Sales of Nashville, we have learned of a stock built Petersen TL3 on a 2022 Mack MD742 chassis. This truck is currently one of seven available at the Petersen Factory in Florida. It is currently offered at \$188,299.19 or more than \$32,000 less than the comparable Kenworth chassis. On April 12, staff provided CMI Equipment with a non-binding letter of intent to purchase with the hopes of claiming one of the seven trucks available on that date. If approved, this purchase will be made pursuant to through the Sourcewell purchasing cooperative (Contract #040621). Given the status of this stock build, there is the possibility that if ordered immediately after Commission approval, the City may take delivery in the current fiscal year. If that materializes, the purchase will be included in the 2022 FYE budget amendment in June.

Staff Recommendation

Staff is recommending approval to purchase this stock built Petersen on a Mack chassis from CMI Equipment through the Sourcewell purchasing cooperative.

Staff is requesting approval of a 5% contingency to help buffer any potential last minute material surcharges or price increases. While we remain hopeful to take delivery at the price quoted, we are aware of the market volatility and the potential for some minor changes between the order and delivery dates.

Please direct any questions to the Public Works Director.

Fiscal Impact

Amount : \$197,714.15

Source of Funds: Equipment Replacement Fund

Account Number: 310-43120-89520

Fiscal Impact:

The cost of the grapple truck is \$188,299.19, which is less than the \$210,000 being proposed in the FY 2023 draft annual budget. Given the status of this stock build, there is the possibility that if ordered, the City could receive delivery in the current fiscal year. If that materializes, the purchase will be included in the 2022 FYE budget amendment in June.

Staff is requesting approval of a 5% contingency (increasing the amount authorized to \$197,714.15) to help buffer any potential last minute material surcharges or price increases. While we remain hopeful to take delivery at the price quoted, we are aware of the market volatility and the potential for some minor changes between the order and delivery dates.

Attachments

Mack Grapple Quote 4.12.22



CMI Equipment Sales, Inc.

P.O. Box 1528

Goodlettsville, TN 37070

www.cmiequip.com 615-227-7800

QUOTE - DO NOT PAY

Quote: 01-3527

Date: 4/8/2022

PO:

CustId: C/ BRENTWOOD

Valid through: 5/7/2022

Cust Email: cindy.cannon@brentwoodtn.gov

Phone: (615) 371-0080

Salesperson: NickC

User: AlexA

Bill To:

City of Brentwood
P.O. Box 788
Brentwood, TN 37024

Ship To:

City of Brentwood

Sourcewell Contract #040621-P11
Unit currently expected in Late Q4 of '22.
Mack chassis are subject to prior sale

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
TL3	QU	Petersen TL3	1.0000		\$188,299.19		
		PT - Mounted on 2022 Mack MD742-42R					
		Dump Body: Model HDX-1824 Hardox Body; 1/8" Sides, 3/16" Floor					
		Dump Body: PI Self-winding Load Covering Device					
		Dump Body: Standard Barn Doors for Body					
		Dump Body: Wire Loom for Body Wiring					
		Dump Body: LED Type Body Lights, 15 EA.					
		Dump Body: Amber LED Flashers in Rear Corner Post					
		Dump Body: ANSI Z245 Package					
		Dump Body: Body Color: Black					
		Loader: Standard Height Pedestal					
		Loader: Quadstick Mech Controls					
		Loader: HDHI Outtrigger Strobe					
		Loader: Standard Bucket 60"					
		Loader: Boom-up Warning Light/Audible Alarm					
		Loader: Tool Box, Truck Frame Mounted under body					
		Loader: Hose Guards - Head & Valve Bank					
		Loader: HD Control Box; Throttle Engine Kill & Horn					
		Loader: Tandem Pump in Lieu of Single 18 GMP					
		Loader: Loader Single Color PI Orange					
		Loader: Heavy Duty Swing Motor					
Total TL3							\$188,299.19
							Total: \$188,299.19

Totals							
					Sub Total:		\$188,299.19
					Total Tax:		\$0.00
					Invoice Total:		\$188,299.19

Brentwood City Commission Agenda

Meeting Date: 04/25/2022

Approval to Purchase Microsoft Windows Server Licenses

Submitted by: Michele Kramer, Technology

Department: Technology

Information

Subject

Approval to Purchase Microsoft Windows Server Licenses from Insight Public Sector

Background

It is time to upgrade the City's VMWare Server Licensing to the 2022 version. The cost for the Microsoft Windows Server licensing will come out of the Equipment Replacement Fund account 310-41640-89550 and will be purchased using NASPO contract #ADSP016-138244/SWC 3999-62925.

Staff Recommendation

Technology staff recommend the approval to purchase Microsoft Windows Server licenses from Insight.

Fiscal Impact

Amount : \$26,379.84

Source of Funds: Equipment Replacement Fund

Account Number: 310-41640-89550

Fiscal Impact:

The cost for the Microsoft Windows Server licensing will come out of the Equipment Replacement Fund account 310-41640-89540 and will be purchased using NASPO contract #ADSP016-138244/SWC 3999-62925.

Attachments

Insight Quote

SOLD-TO PARTY 10362983

CITY OF BRENTWOOD
5211 MARYLAND WAY
BRENTWOOD TN 37027-5011

SHIP-TO

CITY OF BRENTWOOD
5211 MARYLAND WAY
BRENTWOOD TN 37027-5011

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery: : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [224805855](#)
Document Date : 16-MAR-2022
PO Number : DATACENTER
PO Release :
Sales Rep : Ashley McDonald
Email : ASHLEY.MCDONALD@INSIGHT.COM
Telephone : +18004674448
Sales Rep 2 : Chalsey Hinton
Email : CHALSEY.HINTON@INSIGHT.COM
Telephone : +14804096546

Material	Material Description	Quantity	Unit Price	Extended Price
9EA-00039-ESA3	Microsoft Windows Server Datacenter Edition - license & software assurance - 2 cores City of Brntwood 91260026 LSA TRUEUP YR1 Coverage Dates: 01-APR-2022 - 31-MAY-2024 STATE OF TENNESSEE - NASPO SOFTWARE VAR CONTRACT(# ADSP016-138244/SWC 3999-62925) LICENSE : 91260026 DEPLOY DATE : 16-MAR-2022	32	824.37	26,379.84
Product Subtotal				26,379.84
TAX				0.00
Total				26,379.84

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

Sincerely,

Ashley McDonald
+18004674448
ASHLEY.MCDONALD@INSIGHT.COM
Fax +14807608991

Chalsey Hinton
+14804096546
CHALSEY.HINTON@INSIGHT.COM

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

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

Effective Oct. 1, 2018, the U.S. government imposed tariffs on technology-related goods. Technology manufacturers are evaluating the impact on their cost and are providing us with frequent cost updates. For this reason, quote and ecommerce product pricing is subject to change as costs are updated. If you have any questions regarding the impact of the tariff on your pricing, please reach out to your sales team.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

Brentwood City Commission Agenda

Meeting Date: 04/25/2022

Approval to Purchase Server Upgrade for Computer Aided Dispatch

Submitted by: Sarah VanWormer, Technology

Department: Technology

Information

Subject

Approval to Purchase Server Upgrade for Computer Aided Dispatch

Background

Computer Aided Dispatch (CAD) provided by TriTech/CentralSquare is the primary software for the 911 Dispatch Center. The database for the CAD system resides on a server that is due for an upgrade. The Technology Department held off on upgrading the server due to the potential of creating a consolidated dispatch system with Williamson County. There have been a number of concerns identified with consolidation, and therefore, we are not moving forward with consolidation at this time. With this recent decision, we have decided it is important to move forward with upgrading the server that CAD resides on. The attached proposal from TriTech will provide the upgrade for \$34,320.

Staff Recommendation

Staff recommends approval of the attached proposal from TriTech Software Systems.

Fiscal Impact

Amount : \$34,320

Source of Funds: ECD

Account Number: 450-00000-13080

Fiscal Impact:

Funds are available in the adopted FY 2022 annual budget for this purpose.

Attachments

CentralSquare Quote



SALES ORDER PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Brentwood Police Department, TN ("Client") and TriTech Software Systems, a CentralSquare Technologies company ("TriTech"), and shall be effective as of the date of the last signature herein.

Quote Number: Q-86944 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Software

100% due upon execution of this Sales Order

Services

- 50% due upon execution of this Sales Order
- 50% due upon completion of Services

Payment due in full 30 days from date of invoice.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: System Purchase Agreement dated and signed August 22nd, 2016 (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide TriTech with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to TriTech shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay TriTech in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

Signature Page to Follow

TriTech Software Systems	Brentwood Police Department, TN
1000 Business Center Dr. Lake Mary, FL 32746	5211 Maryland Way Brentwood, TN 37027
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Exhibit A
(Attached)

Quote #: Q-86944**Primary Quoted Solution:** PSJ Enterprise**Quote expires on:** May 10, 2022**Quote prepared for:**

Dandrell Epperson

Brentwood Police Department

5211 Maryland Way

Brentwood, TN 37027

(615) 577-6038

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Safety GIS/Analytics Services - Fixed Fee	2,340.00
2. Public Safety Project Management Services - Fixed Fee	5,850.00
3. Public Safety Technical Services - Fixed Fee	26,130.00
Services Total	34,320.00 USD

QUOTE SUMMARY

Services Subtotal	34,320.00 USD
--------------------------	---------------

Quote Subtotal	34,320.00 USD
-----------------------	---------------

Quote Total	34,320.00 USD
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WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [☐] No [☐]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

Summary of Services

Project: Brentwood Police, TN, Enterprise Rehost.

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services.

The following Servers will be rehosted from their current Operating Systems and SQL Server Versions to the latest supported Operating Systems and SQL Server versions for the products:

Server Name	Function	Environment	Notes
Bwcadaniali	CAD - Interface Server	Production	Ani/Alf Interface, Paging Server
Bwcadgis	GIS Link Workstation	Production	
Bwcadlocution	CAD – Interface Server	Production	Locution Alerts, Station Printing
Bwcadmobile	Mobile – Server	Production	
Bwcadncic	Message Switch Server	Production	Visinet NCIC/Stat Message Switch, Records Check
Bwcadproxy	Proxy\Interface Server	Production	TSSIntRMS,FD RMS Interface
Bwcadreport	CAD - Archive\Reporting	Production	
Bwcadrouting	Routing Server	Production	ArcGis Routing Server
Bwcadrouting2	Routing Server	Production	ArcGis Routing Server
Bwcadsql	CAD - SQL\DB	Production	
Bwcadweb	CAD - Web\Browser	Production	



Bwtraincad	CAD - TEST\TRAIN	Training	
Bwtrainmobile	Mobile Server	Training	

CentralSquare will host a planning meeting between the Technical Services staff and the Client's subject matter experts (IT staff, Operations staff and/or Client Project Manager). CentralSquare will provide a detailed plan for the rehost operation and review with the Client.

CentralSquare will perform verification on all servers once the Client has created and provided access to them. CentralSquare will install SQL Server on new servers which require SQL Server. CentralSquare will install CentralSquare applications on the new servers and migrate some configuration prior to Go Live.

CentralSquare in conjunction with the client will migrate each new server into production in turn according to the project plan developed as part of the project. CentralSquare will migrate databases to the new SQL Instances as part of this operation. CentralSquare will migrate configuration and Interfaces as part of this operation.

CentralSquare Technical Services Engineer to update CentralSquare documentation with all new Operating System, SQL version and configuration data.

Note for Disaster Recovery SQL Server protected systems the SQL Server version of Production must match the SQL Server version of the DR site.

Note: In some cases, SQL Server versions must match between certain server groups – example of these being SQL Replication partners, SQL Server versions per product across installed instances (i.e., Production and Test must match for refresh purposes), SQL Server versions for integrated products within a product line (i.e., Enterprise Classic and Enterprise Web RMS), SQL Cluster nodes\Availability Groups.

Note - Product upgrades may be required to move to the latest supported Operating System and SQL Server versions. For older versions of software on 32-bit operating systems, or for certain version upgrades there is the potential for multiple rehost and upgrade operations to migrate to the latest supported Operating System and SQL Version.

Note - Active Directory, Jump Servers and Hypervisor servers are not included in this scope unless explicitly contracted for. It is expected that these will be migrated or replaced by the Client.

Assumptions and Client Responsibilities

- Implementation will be carried out remotely during CentralSquare's regular business hours unless specifically noted in Services Scope.
- Client to supply hardware, virtualization software, Operating System licensing, SQL Server licensing and licensing of any other third party hardware or software not specifically listed in the quote or Services Scope.
- Client to install hardware, create virtual machines and install Operating Systems unless specified as a CentralSquare or partner responsibility in the quote or Services Scope.
- Client will maintain remote connectivity to the site either through CentralSquare's preferred remote connectivity solution, or a mutually agreed upon alternative.



- CentralSquare staff will be permitted console access to all servers.
- CentralSquare staff will be permitted SQL administrator access to all database instances.
- Client will adhere to minimum specifications and disk space recommendations and guidelines as documented in the System Planning Guide and the client-specific specifications documented by the CentralSquare project team as a project artefact.
- Client to ensure any client-installed third party software (for example utilities for backups, antivirus) are certified to operate on the new operating system.
- Client will be responsible for any physical connections to the servers such as serial interface connections.
- Client to run all Windows Critical and Important Updates on all new servers.
- Client to add all servers to the Client's domain and ensure the CentralSquare Console account has local administrative rights on all servers.
- During the staging process no new builds or configuration changes are recommended in any environment to be rehosted. If necessary, changes are to be coordinated through the Project Manager as well as Client Support. Some changes may require a Change Order to the project.

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Brentwood City Commission Agenda

Meeting Date: 04/25/2022

Approval to Purchase Lightning Protection and Upgraded Grounding from Anchor Electric

Submitted by: Sarah VanWormer, Technology

Department: Technology

Information

Subject

Approval to Purchase Lightning Protection and Upgraded Grounding from Anchor Electric

Background

With the relocation of 911 emergency dispatch to the Police Department Headquarters facility, it is important that new communication antennas being installed on the roof are properly grounded, and that the steel-framed video wall inside the dispatch center has extra protection from lightning strikes. Anchor Electric, the electrical subcontractor for the facility's construction, has provided the attached proposal to furnish and install the upgraded grounding and lightning protection system. The price proposed by Anchor is reasonable for the scope of work. Due to Anchor's intimate knowledge of the building's electrical system, staff requests waiver of competitive selection for this important work.

Staff Recommendation

Staff recommends approval of the purchase from Anchor Electric.

Fiscal Impact

Amount : \$14,240

Source of Funds: Capital Projects Fund

Account Number: 311-45200-89700

Fiscal Impact:

Funds are available in the adopted FY 2023 Capital Projects Fund budget for this purpose.

Attachments

Anchor Electric Quote



633 East Old Hickory Blvd.
Madison, TN 37115
Office: 615-860-3923
Fax: 615-860-2405
www.anchorelectric.biz

April 5, 2022

Davin Hand
Motorola Solutions

RE: Brentwood Police Lightning Protection

Mr. Hand,

Below is a price to complete the electrical work at the above referenced project. Our price is based on the following clarifications:

Base Lump Sum: \$14,240.00 (Fourteen Thousand Two Hundred Forty Dollars)

- Price includes furnishing and installing the lightning protection system on the steel screen wall to protect new equipment as requested.

TERMS AND CONDITIONS:

Upon acceptance of our quotation, the following terms and conditions will apply:

- Project will be billed on a percentage-of-completion basis.
- Amounts billed will be due within thirty (30) days of invoice.

- After thirty (30) days, all unpaid invoices will accrue interest at 1.5% per month. Reasonable legal fees and court costs incurred by Anchor Electric, Inc. required to collect past due balances will be borne by the debtor.
- All work is to be completed during normal working hours; Monday through Friday, 7:00 a.m. to 3:30 p.m. unless agreed upon in writing.

We hope this is the information you need. If you have any questions, please call.

Thank you,

Danny Martin

Danny Martin

Brentwood City Commission Agenda

Meeting Date: 04/25/2022

Resolution 2022-46 - Consideration of Outside City Sewer Connection for 9725 Split Log Rd

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Resolution 2022-46 - Consideration of Outside City Sewer Connection for 9725 Split Log Rd.

Background

The subject property for which extension of service is requested is located at 9725 Split Log Road. The property includes an area of approximately 8.3 acres and is located on the south side of Split Log Road, just east of the Cromwell subdivision, and within the Urban Growth Boundary (UGB). The property consists of land, with no structures currently located on the property.

The property owner is requesting that the City extend sewer service to a planned single-family residence. Sewer service can be extended to the subject property from a public sewer main located in the Cromwell subdivision (see attached map). Any approved extension would require the Owner to obtain possibly two easements from an adjacent property owner and the Cromwell HOA. The exact route of the sewer line and subsequent required easements will be identified during the construction plan development phase and according to surveyed information. Because the property is located within the City's UGB it was included in the sewer system master plan evaluation and modeling for the ultimate sewer system build out at one unit per acre.

As required by City and Water Service Department standards, the property owners would be required to fund the installation of the sewer infrastructure to the subject properties. The current property owners have agreed to fund the extension of a low-pressure grinder system as needed and at their expense, including applicable connection charges. Section 70-132 of the Municipal Code further requires the payment of \$1,900.00 grinder pump replacement fee. Payment of this fee then permits the property owners to participate in the City's grinder pump maintenance program.

Staff has discussed the application for connection and the terms historically associated with such a request which generally include:

1. Sewer service shall be provided for no more than one residential dwelling unit;
2. Owner agrees to be annexed at some future date at the City's request;
3. The Property Owner shall be responsible for having a sewer extension agreement recorded;
4. Property Owner is responsible for all costs and connection charges which include out-of-city tap fees, grinder pump charges, and user charges;
5. Construction plans shall be approved by the Water Services Department and the State of

Tennessee;

6. Property Owner shall obtain all permanent and temporary easements to facilitate operation and maintenance of the sewer line;

7. The Property Owner shall own and maintain all sewer facilities located on the property and the City shall own the water and sewer facilities within all rights-of-way and public utility easements;

8. The City shall make available to the Property Owners participation in the City's grinder pump maintenance program for repair and maintenance of pump and pump well components;

9. If gravity sewer becomes available to the property as defined by City Code, Chapter 70 the Owner shall connect sewer facilities to the gravity line and abandon the grinder system within one year of availability and/or be removed from the City's grinder maintenance program.

These terms for sewer connection have been forwarded to the property owner and they have agreed to them. Because the request meets with the conditions and intent of the Outside City Sewer Policy, staff is recommending approval of the sewer service connection.

Staff Recommendation

Staff recommends approval.

Previous Commission Action

Passage of Resolution 2020-120, Sanitary Sewer Connection Policy for Service To Property Located Outside of the Corporate Limits of the City of Brentwood.

Fiscal Impact

Attachments

Resolution 2022-46

COB Contract 2022-061

Outside City Sewer Policy

Location Map

RESOLUTION 2022-46

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO APPROVE
EXTENSION OF SEWER SERVICE TO A 9725 SPLIT LOG ROAD**

WHEREAS, City of Brentwood sewer service is presently being requested to serve a certain parcel located at 9725 Split Log Road, which lies outside the corporate limits of the City of Brentwood in Williamson County; and

WHEREAS, the owners of said property desire that the property be connected to the City's sewer system to provide service for a planned residence; and

WHEREAS, on November 9, 2020, the City of Brentwood passed Resolution 2020-120 establishing guidelines and standard conditions for extending sewer service to properties outside the corporate limits of the City of Brentwood.

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

SECTION 1. That extension of sewer service to property located at 9725 Split Log Road is hereby approved, subject to the "Policy for Sanitary Sewer Connection for Service to Property Outside of the Corporate Limits of the City of Brentwood."

SECTION 2. That the City Manager is authorized to execute an agreement with the Owner(s) memorializing such conditions imposed by the Board of Commissioners.

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

MAYOR Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

Prepared by:
City of Brentwood, Tennessee
5211 Maryland Way
Brentwood, Tennessee 37027

**AGREEMENT BETWEEN THE CITY OF BRENTWOOD AND THE OWNERS OF
PROPERTY LOCATED AT 9725 SPLIT LOG ROAD TO EXTEND CITY OF BRENTWOOD
SEWER SERVICE TO THE PROPERTY LOCATED OUTSIDE OF THE CORPORATE
LIMITS OF THE CITY OF BRENTWOOD
COB Contract No. 2022-061**

This agreement is entered into between the City of Brentwood, Tennessee (“City”) and Ashley Miller (“Property Owner”).

WHEREAS, Property Owner currently owns property located at 9725 Split Log Road, being the same property conveyed by Michael Forrest Burke AND Ronnie Lee Burke AND James Leon Burke by Warranty Deed in Book 8866 Page 643-646 of the Register’s Office of Williamson County (hereinafter “Property”); and

WHEREAS, on November 9, 2020 the City of Brentwood passed Resolution 2020-120 establishing guidelines and standard conditions for extending sewer service to properties outside the corporate limits of the City of Brentwood; and

WHEREAS, at its April, 25 2022 meeting, the Board of Commissioners approved Resolution 2022-46, authorizing extension of sewer service to Property and granted authority to the City Manager to enter into the appropriate agreements to memorialize the conditions for such extension; and

WHEREAS, prior to beginning work on the sewer service extension or within 30 days from the date of this agreement, the Property Owner shall record this agreement with the Williamson County Register of Deeds and provide a copy of the registration to the City Clerk, and

WHEREAS, the Property Owner shall be responsible for all costs to extend the public sewer and connect the Property to said sewer to include, but not limited to, all infrastructure, connection and permitting fees, any necessary public and private easements, pavement restoration, property restoration and complying with all local, State and Federal requirements.

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT FOR SEWER CONNECTION

1. The foregoing recitals are incorporated into this Agreement and made part thereof.
2. Sewer service shall be provided for no more than one residential dwelling unit.
3. Owenr agrees to be annexed at some future date at the City’s request.
4. The Property Owner shall be responsible for having this Agreement recorded with the

Williamson County Register of Deeds within 30 days of the execution of this Agreement with a copy maintained in the City Recorder's office, located in City Hall, Brentwood, Tennessee.

5. Prior to start of construction activities on the extension of sewer service, the Property Owner is responsible for all fees under Chapter 70, Division 6 of the Municipal Code, which may include all appropriate out-of-city tap fees, grinder pump charges, and user charges.
6. The installation of the utilities shall be performed according to all applicable codes and specifications of the City of Brentwood, Williamson County and State of Tennessee, pursuant to the instructions and supervision of the Water Services Department of the City of Brentwood and after approval of construction plans by the State of Tennessee.
7. The City of Brentwood shall bear no responsibility for installation of the water and sewer facilities and accepts no liability for damages caused by such installation.
8. The Property Owner shall obtain all permanent and temporary easements as directed by the Water Services Department to facilitate operation and maintenance of approved public facilities after installed and accepted by the Water Services Department.
9. The Property Owner shall own and maintain all sewer facilities located on the property and the City shall own the water and sewer facilities within all rights-of-way and public utility easements.
10. If sewer service is provided by a low-pressure grinder system, the City shall make available to the Property Owners participation in the City's grinder pump maintenance program for repair and maintenance of pump and pump well components per the terms and conditions of the program maintenance agreement which shall be executed by the Property Owners prior to obtaining service. Service associated with the maintenance program shall apply beginning one year after commissioning of equipment by the homeowner or after a one-year warranty period. Homeowner will assume cost if damaged due to negligent acts of the homeowner.
11. If gravity sewer becomes available to the property as defined by City Code, Chapter 70 the Owner shall connect sewer facilities to the gravity line and abandon the grinder system within one year of its availability.
12. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This agreement may be amended or modified only by an instrument of equal formality, signed by the respective parties.
13. In the event that the Property Owner transfers the property, all terms within this Agreement shall be transferred to the new owners of the property as this Agreement shall run with the land.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**

No member Mayor, Commissioner, official or employee of the City shall be personally liable to Property Owner, or any successor in interest, in the event of any default or breach by the City, of for any amount which may become due to the Property Owner or successor of any obligations hereunder.

2. **Warranties/Limitations of Liability/Waiver.**

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Property Owner to limit its liability shall be void and unenforceable.

3. **Severability.**

If any term or provision of the Contract is held to be illegal or unenforceable, the validity of enforceability of the remainder of the Contract will not be affected.

This Agreement was approved by the Brentwood Board of Commissioners on _____, 2022 and is effective upon execution of both parties.

CITY OF BRENTWOOD, TENNESSEE:

By: _____
Kirk Bednar, City Manager

Date: _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Kirk Bednar, and who upon oath, acknowledged himself to be the City Manager of the City of Brentwood, and being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Notary Public

My commission expires: _____

PROPERTY OWNER:

By: _____
Signature

Printed Name: _____

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____, and who upon oath, acknowledged him/herself to be _____ the Property Owner, and being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Notary Public

My commission expires: _____

**CITY OF BRENTWOOD, TENNESSEE
WATER SERVICES DEPARTMENT**

**POLICY FOR SANITARY SEWER CONNECTION FOR
SERVICE TO PROPERTY LOCATED OUTSIDE OF THE CORPORATE LIMITS OF THE CITY OF
BRENTWOOD**

This policy is developed in recognition of the importance to continue to successfully manage the City's sanitary sewer system. While the City has planned for and is authorized to extend sewer service to properties outside the corporate limits of the City, this sewer connection policy is intended to establish standard procedures and guidelines for permitting connection to the City's sanitary sewer system by owners of property outside the City limits .

Outside City Sewer Connection Policy

1. The Board of Commissioners is authorized, pursuant to Brentwood Municipal Code Chapter 70, Section 9, to approve connections to the City sewer system to any property outside the City's corporate limits. Approval of service is at the discretion of the Board.
2. Extension of sewer services outside the city limits should only be considered for those properties located both within the City's Urban Growth Boundary and the City's identified sewer drainage basin; however, properties located adjacent to the UGB that may be currently served by, or best served by the City, may also be considered for services if non-septic sewer service cannot be obtained by another sewer utility provider.
3. Extension of sewer service outside the city limits is generally intended to service a single tract of land for the purposes of eliminating a failing or inadequate septic system at an existing home and/or to allow for development of a new single family home without the need for a new septic system.
4. The City reserves the right to place any restrictions or limitations deemed necessary on the approval of a sewer service extension outside the city limits.
5. Extension of sewer service outside the city limits that would serve multiple tracts or intended for the purposes of subdividing property for further development will generally only be considered in conjunction with a request for annexation. Approval of any such request remains the sole discretion of the Board of Commissioners.
6. All costs associated with the extension of sewer under this policy, including but not limited to engineering, construction, easements, tap fees, septic system abandonment, etc. are the responsibility of the requesting party.

7. The design of the infrastructure necessary to provide service as requested shall be approved by the Brentwood Water Services Department and should be compatible with the City's long-term sewer master plan for the area.
8. Any property owner outside the City limits desiring City sewer service shall make application for sewer availability on the appropriate form to the Water Services Department. The application shall then be distributed to the Planning Department and City Manager's Office for review of conformity prior to staff making a recommendation to the Board for its consideration.
9. Should the Board approve the request, the owner requesting service shall enter into an agreement with the City establishing the provisions and limitations of any required line extension and service connection. The owners shall be responsible for having the agreement recorded with the Williamson County Register of Deeds within 30 days of its execution.
10. Approval of service and sewer capacity shall be in accordance with City planning guidelines and subdivision regulations for density and land use; and with consideration of the City's sewer system master plan recommendations. An approval of sewer connection shall expire one year from the date of approval if construction work has not been initiated prior to the one-year expiration date.
11. Any property owner receiving approval shall obtain a City of Brentwood plumbing permit for construction of sewer facilities in addition to all County permits.

REQUEST FOR OUTSIDE CITY SEWER
9725 SPLIT LOG RD.



9725 SPLIT LOG RD.
MILLER

General Route of
Proposed Sewer Line

Existing Sewer

City Limits

SPLIT LOG RD

SPLIT LOG RD

SPLIT LOG RD

PAVILION WAY

BURLAND CRES