



**Agenda for the Regular Meeting of Board of Commissioners
Monday, April 10, 2023 - 7:00 pm
Brentwood City Hall**

Call to Order by Mayor
Roll Call
Invocation by Commissioner Macmillan
Pledge of Allegiance to the Flag by Commissioner Spears
Oath of Office for Police Officers Gage Hallman and Cody Hinson

Public Hearing

1. Public hearing for Ordinance 2023-03 - AN ORDINANCE AMENDING SECTIONS 78-22, 78-122, AND 78-136 OF CHAPTER 78 REFERENCING USES PERMITTED AND USES PROHIBITED STANDARDS WITHIN THE AR (AGRICULTURAL/ RESIDENTIAL) AND AR-IP (AGRICULTURAL/RESIDENTIAL ESTATE: INNOVATIVE PROJECT) ZONING DISTRICTS, AND ACCESSORY BUILDING LIMITATIONS/STANDARDS

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

Approval or Correction of Minutes

March 27, 2023

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

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

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

Consent Agenda

1. Ordinance 2023-04 - AN ORDINANCE AMENDING SECTION 2-69 OF THE MUNICIPAL CODE IN REGARD TO THE CITY MANAGER AND AUTHORITY TO ENTER INTO CONTRACTS, for consideration on second and final reading
2. Resolution 2023-26 - A RESOLUTION ADOPTING THE CITY'S 2023 MAJOR THOROUGHFARE PLAN UPDATE
3. Resolution 2023-41 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE MASTER SERVICES AGREEMENT WITH PREMISE HEALTH EMPLOYER SOLUTIONS, LLC FOR RANDOM DRUG SCREENS, for adoption
4. Resolution 2023-42 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH KRAFT CPAs, PLLC FOR FINANCIAL AND COMPLIANCE AUDIT SERVICES FOR FISCAL YEAR ENDING JUNE 30, 2023, for adoption
5. Resolution 2023-43 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH IGM TECHNOLOGY CORP FOR GRAVITY SOFTWARE, for adoption

Old Business

1. Other old business

New Business

1. Appointment of three (3) members to the Park Board
2. Other new business
 - a. Notice of future appointments of two (2) members to the Library Board (for information only)
 - b. Approval to purchase a 2022 Ford F-350 XL pickup truck for the Fire & Rescue Department

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

Kirk Bednar
City Manager

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

Brentwood City Commission Agenda

Meeting Date: 04/10/2023

Public hearing for Ordinance 2023-03 - AR and AR-IP Zoning Text Amendment

Submitted by: Bob Leeman, Planning & Codes

Department: Planning & Codes

Information

Subject

Public Hearing regarding 2023-003, an Ordinance amending Sections 78-22, 78-122, and 78-136 of Chapter 78 of the Zoning Code to change the uses permitted and uses prohibited standards within the AR (Agricultural/Residential Estate) and AR-IP (Agricultural/Residential Estate: Innovative Project) zoning districts and accessory building limitations/standards.

Background

This ordinance proposes two updates to the AR and AR-IP zoning district provisions. The first change proposes to clarify that Section 10-4 of the Municipal Code, which states that certain animals may be kept on lots greater than three acres, applies to the AR zoning district. The AR district standards only state that general farming activities such as the breeding and keeping of domestic animals are permitted, but do not specifically limit them to lots on three acres or larger. Although the technical standards of the AR zone provide that the minimum size of any new AR lot must be three acres, there are some smaller lots in existence from the time of the application of the zone (see attached example map). Therefore, this amendment is proposed to alleviate any confusion that there must be three acres or greater in AR for the referenced animals to be kept.

This clarification would be accomplished by changing Section 78-122 (1) of the Code to add the bolded text as follows, with all other portions of this section remaining unchanged:

(1) General farming activities such as the raising of trees, field and plant crops, breeding and keeping of domestic animals, and any similar agricultural uses which are in keeping with the character and intent of the district **subject to the provisions of section 10-4 of this code.**

Secondly, this ordinance proposes to update the AR-IP zoning district provisions to allow certain higher-elevation lots to have limited opportunities for including accessory uses and buildings such as, but not necessarily limited to, swimming pools in front and side yards when located within the Hillside Protection Overlay.

The Zoning Ordinance establishes requirements and restrictions pertaining to technical and development standards within the AR-IP (Innovative Project) district. The existing provisions prohibit swimming pools in front yards under Section 78-132 by stating that, "Unless otherwise set forth within this division, all provisions of division 2, subdivision I, AR-General shall apply within an AR-IP zoning district." Certain higher elevations along Old Smyrna Road have unique views of the Downtown Nashville skyline, and it is in keeping with the intent of the AR-IP

zoning district to allow limited opportunities for homes to include accessory uses in front and side yards when located within the Hillside Protection Overlay.

The ordinance proposes to accomplish this by amending Section 78-136 by deleting this section in its entirety and replacing it with the following:

Sec. 78-136. – Uses Permitted.

- a. All uses permitted under Section 78-122 for the AR-General district shall be permitted, unless otherwise set forth within this section.
- b. Accessory buildings customarily incidental to the above uses, subject to the standards and limitations specified in sections [78-22](#) and [78-128](#). Accessory building(s) shall be located in the buildable area of the rear yard, except when a lot is located within the hillside protection overlay district. Lots that are located within the hillside protection overlay may also place accessory building(s) in the buildable area of the front yard and side yard subject to planning commission review and approval. Board of zoning appeals approval shall not be required, as specified in Section 78-22, when the planning commission has reviewed an accessory structure site plan within the hillside protection overlay. The planning commission shall review to ensure the placement does not negatively impact surrounding lots and structures.
- c. Accessory uses such as swimming pools, tennis courts, pet enclosures, play structures and satellite dish antennas, including related pads, decks, patios, hard surfaces and enclosures. Such accessory uses shall not be subject to the standards and limitations set forth in sections [78-22](#) and [78-128](#) (except as specified for certain pet enclosure structures and play structures) but must be placed within the buildable area of the rear yard, except when a lot is located within the hillside protection overlay. Lots that are within the hillside protection overlay may also place accessory uses in the buildable area of the front and side yard subject to planning commission review and approval. The planning commission shall review to ensure the placement does not negatively impact surrounding lots and uses and is in keeping with the overall design standards of the subdivision.

This ordinance also proposes to change Section 78-22(b)(2) by adding the bolded text as follows:

(2) Approval for an accessory building must be obtained from:

- a. The board of zoning appeals, for any accessory building of more than 12 feet in height or with a gross floor area of more than 225 square feet, **except when such building is located in the AR-IP zoning district and within the hillside protection overlay. When located within the AR-IP zoning district and the hillside protection overlay, then only planning commission review of the site plan including the accessory building shall be required.**
- b. The planning department staff, for any accessory building not requiring the approval of the board of zoning appeals **or planning commission.** “Planning department staff,” as used in this section, means the city’s planning director or such persons authorized by the planning director to review and approve accessory building applications.

As of right now, the AR-IP district has only been applied to one area along Old Smyrna Road

and is limited to the Old Smyrna Road area per the Zoning Code. This change will not create opportunities in other zoning districts and is only allowed in AR-IP where innovative designs were contemplated as part of the AR-IP district.

The schedule for Ordinance 2023-03 is as follows:

First Reading Board of Commissioners	Monday, March 13, 2023
Planning Commission Review	Monday, April 3, 2023
Board of Commissioners Public Hearing	Monday, April 10, 2023
Board of Commissioners Second and Final Reading	Monday, April 24, 2023

Please contact the Planning and Codes Director with any questions.

Staff Recommendation

Staff requests that the Board of Commissioners vote to approve Ordinance 2023-03.

Previous Commission Action

Ordinance 2023-03 was approved unanimously on first reading March 13, 2023.

Fiscal Impact

Attachments

Ordinance 2023-03

AR Lots Less Than 3 Acres Example Map

ORDINANCE 2023-03

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE, PROVIDING THAT THE CODE OF ORDINANCES BE AMENDED BY CHANGING SECTIONS, 78-22, 78-122 AND 78-136 OF CHAPTER 78 TO AMEND THE USES PERMITTED AND USES PROHIBITED STANDARDS WITHIN THE AR (AGRICULTURAL/ RESIDENTIAL) AND AR-IP (AGRICULTURAL/RESIDENTIAL ESTATE: INNOVATIVE PROJECT) ZONING DISTRICTS, AND ACCESSORY BUILDING LIMITATIONS/STANDARDS

WHEREAS, Article III, Division 2, Subdivision I of Chapter 78 of the Brentwood Municipal Code establishes requirements and restrictions pertaining to technical and development standards within the AR (Agricultural/Residential Estate) district; and

WHEREAS, the existing provisions of Section 78-122(1) conflict with Section 10-4 (b) of the Brentwood Municipal Code, where Section 78-122(1) states that for the AR district, the by-right uses include: “General farming activities such as the raising of trees, field and plant crops, breeding and keeping of domestic animals, and any similar agricultural uses which are in keeping with the character and intent of the district,” with no reference to lot size, and where Section 10-4(b) states that certain animals may only be kept on lots over three acres; and

WHEREAS, Article III, Division 2, Subdivision II of Chapter 78 of the Brentwood Municipal Code establishes requirements and restrictions pertaining to technical and development standards within the AR-IP (Innovative Project) district; and

WHEREAS, the existing provisions of Article III, Division 2, Subdivision II prohibit swimming pools in front yards under Section 78-132 (Intent-Old Smyrna Road) by stating that “Unless otherwise set forth within this division, all provisions of division 2, subdivision I, AR-General shall apply within an AR-IP zoning district”; and

WHEREAS, the Planning Commission and Board of Commissioners intended for the AR-IP district to allow innovative projects with creative lot layouts and designs to address site specific conditions along Old Smyrna Road, thus, allowing new home sites in the AR-IP District to have unique designs working with the topography; and

WHEREAS, certain higher elevations along Old Smyrna Road have unique views of the Downtown Nashville skyline, it is in keeping with the intent of the AR-IP zoning district to allow limited opportunities for homes to include accessory uses and buildings such as, but not limited to, swimming pools in front and side yards facing Downtown Nashville when located within the Hillside Protection Overlay.

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

SECTION 1: That Chapter 78, Section 78-122 (1) of the Code of Ordinances of the City of Brentwood shall be amended as follows by adding the text shown in **bold**, with all other portions of this section remaining unchanged:

(1) General farming activities such as the raising of trees, field and plant crops, breeding and keeping of domestic animals, and any similar agricultural uses which are in keeping with the character and intent of the district **subject to the provisions of section 10-4 of this code.**

SECTION 2: That Chapter 78, Section 78-136 of the Code of Ordinances of the City of Brentwood shall be deleted in its entirety and replaced with the following:

Sec. 78-136. – Uses Permitted.

- (a) All uses permitted under Section 78-122 for the AR-General district shall be permitted, unless otherwise set forth within this section.
- (b) Accessory buildings customarily incidental to the above uses, subject to the standards and limitations specified in sections [78-22](#) and [78-128](#). Accessory building(s) shall be located in the buildable area of the rear yard, except when a lot is located within the hillside protection overlay district. Lots that are located within the hillside protection overlay may also place accessory building(s) in the buildable area of the front yard and side yard subject to planning commission review and approval. Board of zoning appeals approval shall not be required, as specified in Section 78-22, when the planning commission has reviewed an accessory structure site plan within the hillside protection overlay. The planning commission shall review to ensure the placement does not negatively impact surrounding lots and structures.
- (c) Accessory uses such as swimming pools, tennis courts, pet enclosures, play structures and satellite dish antennas, including related pads, decks, patios, hard surfaces and enclosures. Such accessory uses shall not be subject to the standards and limitations set forth in sections [78-22](#) and [78-128](#) (except as specified for certain pet enclosure structures and play structures) but must be placed within the buildable area of the rear yard, except when a lot is located within the hillside protection overlay. Lots that are within the hillside protection overlay may also place accessory uses in the buildable area of the front and side yard subject to planning commission review and approval. The planning commission shall review to ensure the placement does not negatively impact surrounding lots and uses and is in keeping with the overall design standards of the subdivision.

SECTION 3. That Chapter 78, Section 78-22(b)(2) of the Code of Ordinances of the City of Brentwood be amended as follows, by adding the text in **bold**:

(2) Approval for an accessory building must be obtained from:

- a. The board of zoning appeals, for any accessory building of more than 12 feet in height or with a gross floor area of more than 225 square feet, **except when such building is located in the AR-IP zoning district and within the hillside protection overlay. When located within the AR-IP zoning district and the hillside protection overlay, then only planning commission review of the site plan including the accessory building shall be required.**

- b. The planning department staff, for any accessory building not requiring the approval of the board of zoning appeals **or planning commission**. "Planning department staff," as used in this section, means the city's planning director or such persons authorized by the planning director to review and approve accessory building applications.

SECTION 4. In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

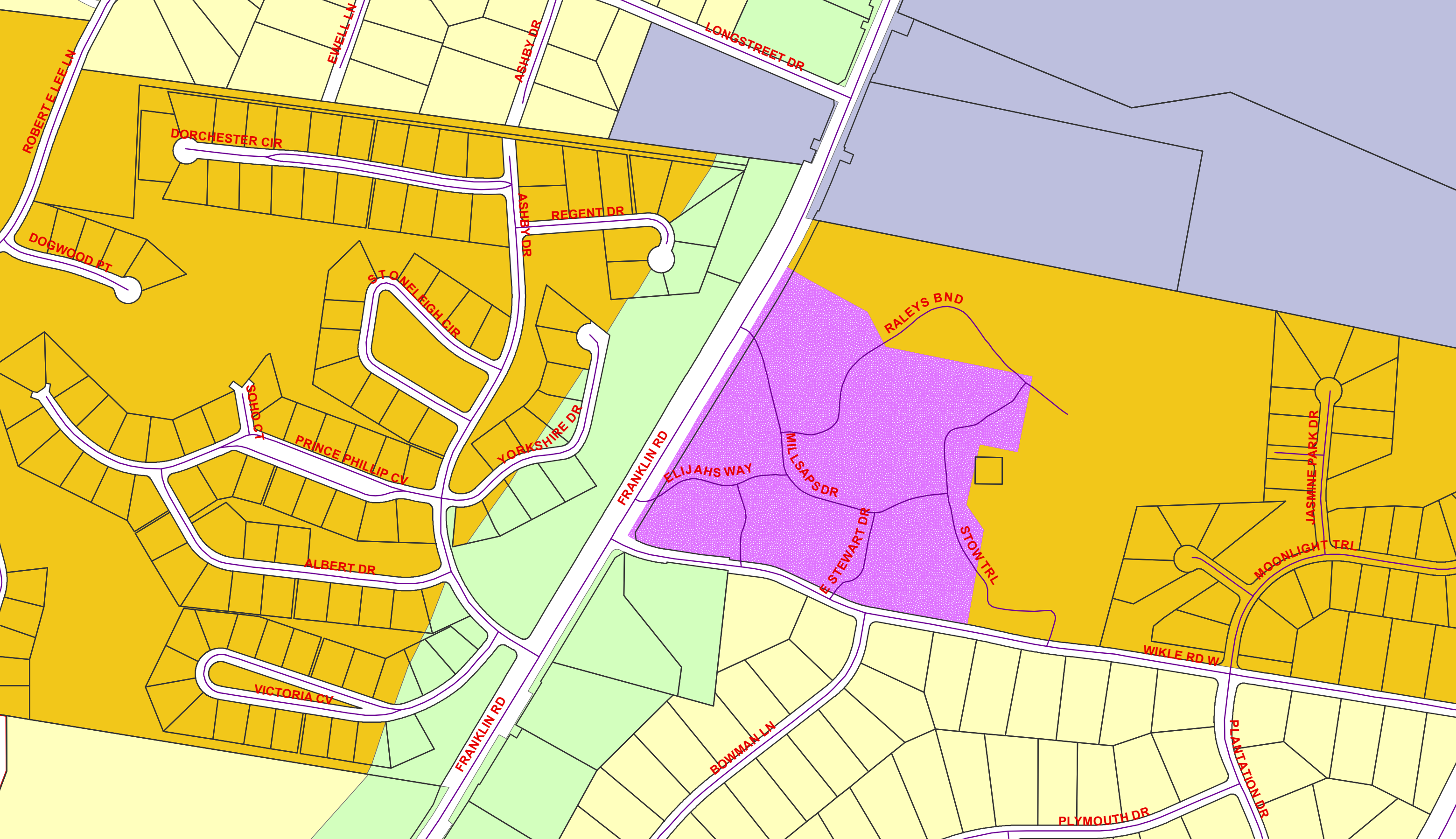
SECTION 5. If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.

SECTION 6. That this ordinance shall take effect from and after its final passage and publication thereof, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	_____
			Date of publication:	_____
PUBLIC HEARING				
	Notice published in:	<u>Williamson</u>		
<u>A.M.</u>			EFFECTIVE DATE	_____
	Date of publication:	_____		
	Date of hearing:	_____		
_____			RECORDER	Holly Earls
MAYOR		Rhea E. Little		
III				

Approved as to form:

_____	_____
CITY ATTORNEY	Kristen L. Corn



Brentwood City Commission Agenda

Meeting Date: 04/10/2023

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 March 27, 2023 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, March 27, 2023 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 Allison Spears; Commissioner Ken Travis

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

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

Public Hearing

Public hearing on adoption of Major Thoroughfare Plan update

No one spoke for or against the Major Thoroughfare Plan update; therefore, the public hearing was closed.

Approval or Correction of Minutes

March 13, 2023

Moved by Commissioner Ken Travis for approval of the minutes as written, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

Consent Agenda

Resolution 2023-37 - A RESOLUTION AUTHORIZING THE APPROVAL OF JOINING THE STATE OF TENNESSEE AND LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS, for adoption

Resolution 2023-38 - A RESOLUTION AUTHORIZING AN ENCROACHMENT ON CITY OWNED PROPERTY AT 1949 HARPETH RIVER DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE A COPY OF AN ENCROACHMENT AGREEMENT, for adoption

Resolution 2023-39 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH MID SOUTH RESTORATIONS, LLC, FOR EXTERIOR PAINTING OF THE COOL SPRINGS HOUSE, for adoption

Approval to purchase sunshade structures for tennis courts at Granny White Park

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

Vote: 7 - 0 Approved - Unanimously

New Business

Ordinance 2023-04 - AN ORDINANCE AMENDING SECTION 2-69 OF THE MUNICIPAL CODE IN REGARD TO THE CITY MANAGER AND AUTHORITY TO ENTER INTO CONTRACTS, for consideration on first reading

Moved by Commissioner Ken Travis for passage of Ordinance 2023-04, seconded by Vice Mayor Nelson Andrews

Vote: 7 - 0 Approved - Unanimously

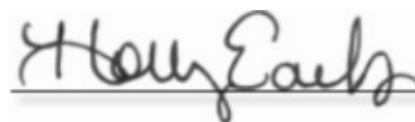
Resolution 2023-36 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH VIGILANT SOLUTIONS, LLC, FOR A FIVE-YEAR SUBSCRIPTION FOR A FIXED LPR SYSTEM AT FOUR ADDITIONAL LOCATIONS AND ADDING TWO MOBILE SOLAR POWERED LPRS, for adoption

Moved by Commissioner Allison Spears for approval, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:32 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: 04/10/2023

Ordinance 2023-04 - An Ordinance to Amend Section 2-69 of the Code of Ordinances Relative to the City Manager's Contracting Authority

Submitted by: Kristen Corn, Legal

Department: Legal

Information

Subject

Ordinance 2023-04 - An Ordinance to Amend Section 2-69 of the Code of Ordinances Relative to the City Manager's Contracting Authority

Background

Last year, state law changed to allow cities the option of increasing their competitive bidding thresholds up to \$25,000.00. The City of Brentwood adopted this raised threshold by Ordinance 2022-10, which provided that a formal publicly advertised bid process is used for expenditures over \$25,000. For purchases between \$10,000 and \$25,000, three quotes must be obtained, but they may be obtained informally by obtaining pricing from catalogs, electronic databases, email quotes, etc. These increased thresholds have greatly reduced the workload for staff in preparing formal requests for bids and agenda items for purchases of certain goods.

However, many purchases of goods and services require contracts. Our Municipal Code (Sec. 2-69) currently provides that the City Manager may execute contracts on behalf of the City for "routine matters and matters having insubstantial long-term consequences," which is defined as "a contract for which expenditures during the fiscal year will be less than \$10,000.00." This dollar amount was adopted in 2006 based on a provision in our statutory charter that - until very recently - allowed boards of commissioners to delegate the authority to city managers to enter into binding contracts up to \$10,000.00.

Over the past several months, City staff worked with Senator Jack Johnson, Representative Gino Bulso, and our lobbyist team at Windrow Phillips Group to pursue a legislative change of the City Manager-Commission state law charter (specifically, Tenn. Code Ann. 6-19-104) to bring the delegated contracting authority in line with the increased bidding thresholds available to cities. The legislation proposed to amend state law to allow boards of commissioners the option to delegate the contracting authority to the city manager of "routine matters and matters having insubstantial long-term consequences" to mean those for which fiscal year expenditures will be less than \$25,000.00. This legislation passed unanimously in the Tennessee Senate and House of Representatives and has now been signed by the Governor.

Pursuant to this charter change, staff recommends an amendment to the Municipal Code (Sec. 2-69) to increase the limit of the City Manager's contracting authority by updating the Code as follows:

Sec. 2-69. - Authority to enter into contracts.

Pursuant to T.C.A. [§ 6-19-104\(f\)](#) and [§ 6-21-108](#), the city manager shall have the authority to enter into binding contracts on behalf of the city, without specific board approval, in routine matters and matters having insubstantial long-term consequences. As used in this section, "routine matters and matters having insubstantial long-term consequences" means any contract for which expenditures during the fiscal year will be less than ~~\$10,000.00~~

\$25,000.00. The authority granted to the city manager under this section shall extend to:

- (1) Contracts involving purchases or leases of goods or services, including utility services.
- (2) Contracts providing for maintenance of equipment or other items owned or leased by the city.
- (3) Agreements authorizing work to be done on state right-of-way by the city.
- (4) Agreements to carry out work previously authorized by the board of commissioners.
- (5) Other agreements similar in nature to those enumerated herein, provided that no such agreement shall have the effect of obligating the city to an expenditure of ~~\$10,000.00~~ **\$25,000.00** or more in any fiscal year.

It is staff's opinion that this change is logical considering ever-increasing prices for goods and services, and it will allow for greater efficiency with the ability to handle more purchases at an administrative level. It will also be beneficial for staff for the bidding threshold and city manager's contracting authority to be consistent.

Please contact the City Attorney if you have any questions.

Staff Recommendation

Staff recommends approval of the accompanying ordinance on first reading.

Previous Commission Action

Ordinance 2023-04 was passed unanimously on first reading at the March 27, 2023 meeting.

Fiscal Impact

Amount : N/A

Source of Funds:

Account Number:

Fiscal Impact:

This code change will not increase city expenditures, but will make the City's purchasing process more efficient for departments.

Attachments

Ordinance 2023-04

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY REVISING SECTION 2-69, IN REGARD TO THE CITY MANAGER AND AUTHORITY TO ENTER INTO CONTRACTS

WHEREAS, section 2-69 of the Brentwood Municipal Code contains provisions regarding the City Manager's authority to enter into contracts; and

WHEREAS, the City's Charter, specifically Tenn. Code Ann. § 6-19-104 has been amended by the General Assembly to allow the Board of Commissioners to delegate to the City Manager the authority to enter into contracts on behalf of the City for routine matters, which means expenditures during a fiscal year less than \$25,000, which is increased from the previously permissible limit of \$10,000; and

WHEREAS, amendments to the Municipal Code to allow for this increased contracting amount is in the best interest of the City of Brentwood.

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

SECTION 1. That section 2-69 of the Code of Ordinances of the City of Brentwood is hereby amended to read as follows:

Sec. 2-269. – Authority to enter into contracts.

Pursuant to T.C.A. § 6-19-104(f) and § 6-21-108, the city manager shall have the authority to enter into binding contracts on behalf of the city, without specific board approval, in routine matters and matters having insubstantial long-term consequences. As used in this section, "routine matters and matters having insubstantial long-term consequences" means any contract for which expenditures during the fiscal year will be less than \$25,000.00. The authority granted to the city manager under this section shall extend to:

- (1) Contracts involving purchases or leases of goods or services, including utility services.
- (2) Contracts providing for maintenance of equipment or other items owned or leased by the city.
- (3) Agreements authorizing work to be done on state right-of-way by the city.
- (4) Agreements to carry out work previously authorized by the board of commissioners.
- (5) Other agreements similar in nature to those enumerated herein, provided that no such agreement shall have the effect of obligating the city to an expenditure of \$25,000.00 or more in any fiscal year.

SECTION 2. In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

SECTION 3. If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.

SECTION 4. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

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

MAYOR Rhea E. Little, III

RECORDER Holly Earls

Approved as to form:

CITY ATTORNEY Kristen L. Corn

Brentwood City Commission Agenda

Meeting Date: 04/10/2023

Resolution 2023-26 Major Thoroughfare Plan Update 2023

Submitted by: Bob Leeman, Planning & Codes

Department: Planning & Codes

Information

Subject

Resolution 2023-26 is the Major Thoroughfare Plan Update 2023.

Background

The purpose of a Major Thoroughfare Plan (MTP) is to guide future transportation and land use planning through the identification of both short and long-term transportation projects. While the primary focus of the plan is the list of projects, the study also includes an evaluation of the existing transportation system as well as projections for future conditions based on projected future traffic demands. In Brentwood, there are two primary challenges when considering future transportation related needs and projects. First, Brentwood's geographic location along I-65 between Nashville and Franklin/Cool Springs means that a significant portion of the future growth in traffic in and through Brentwood will be driven by land use decisions made by other entities. This then leads to the second challenge, which is how to accommodate future traffic demand, much of it from outside or flowing through Brentwood, without changing the character of the community.

It is important to note that this plan and the projects in it is, like the City's six-year capital improvements plan, an ever-evolving plan. Adoption of this plan does not commit the City to construct any improvements and some of the projects listed in the plan may never happen unless certain future land use decisions are made by the Board of Commissioners and the Planning Commission. For example, the projects related to a new I-65 interchange and extension of Murray Lane to such an interchange will not occur if the Turner property is never developed. However, having these projects listed in the plan is important as it serves as the basis for the City to require certain improvements should a development proposal for the Turner property ever come forward.

The original Brentwood 2020 Plan adopted in 1999 contained a list of 30 road improvement projects. At the time, this listing served as an update to the Major Thoroughfare Plan originally adopted in 1996. When the Brentwood 2020 Plan was updated in 2006, it included a status report on the original list of 30 projects, and several of the projects were deleted at that time. Projects deleted in 2006 included the Mallory Lane extension to Concord Road, realignment of Edmondson Pike to connect with Old Smyrna Road through what is now the Whetstone subdivision, the extension of Raintree Parkway west to Moores Lane, extension of Edmondson Pike south to Crockett Road, construction of a new east/west roadway between Sunset Road and Waller Road, and construction of a new north/south road between Concord Road and future

McEwen Drive. Most of these were canceled due to approved residential development that either blocked the possibility of the project or provided alternative routes that made the project unnecessary. The Mallory Lane extension project was canceled following a citizen referendum.

The 2016 MTP Update effort included updates to the list of projects in the MTP, including a list of 21 road projects, shown below, and 13 bike and pedestrian projects, along with an associated map (See Exhibit A, attached). Of the 21 road projects, 14 were a continuation of projects that were reflected in the original 2020 plan and continued in the 2006 update.

2023 Major Thoroughfare Plan Proposed Changes:

As stated above, the MTP is an ever-evolving plan that needs periodic updates when circumstances warrant. Therefore, this update includes three proposed changes to the plan as follows:

1. The Board of Commissioners adopted the Windy Hill Park Master Plan at the November 28, 2022, Board of Commissioners meeting. The 2016 MTP called for a connection of Jones Parkway through this property, but after completing the Master Planning process for the park and listening to surrounding neighborhoods, it was determined by the Board of Commissioners that this area would be better served by providing a park without the Jones Parkway connection included. Therefore, this update proposes to eliminate No. 6 on the list to be consistent with the Windy Hill Park Master Plan that was adopted.
2. At the September 22, 2022, Board of Commissioners Informational Briefing, the need for the Green Hills Boulevard connection to Old Smyrna Road was discussed. While there may be some benefits to more connectivity in the area, the Commissioners determined that the impact to the surrounding neighborhoods outweighed the benefits and directed staff to pursue an amendment to the MTP. In discussing this possible connection, it was determined, with input from the City Engineer, that connecting Green Hills Boulevard to Old Smyrna Road would require significant upgrades to Old Smyrna Road and the overall benefit from a traffic improvement standpoint did not outweigh the costs. Furthermore, in checking with the City's emergency responders, they indicated that it will not impact response times by not connecting Green Hills Boulevard to Old Smyrna Road.
3. Add the realignment of Split Log Road between Pavilion Way on the south side and Sunset Road on the north side at the southern terminus of Waller Road. This realignment was not included in the 2016 update because it was outside the city limits. However, with recently completed annexations this road segment is located partially within the current Brentwood City limits and partially within the Brentwood Urban Growth Boundary. This road realignment has been planned for almost ten years pending annexation of property in this area.
4. Change Sam Donald Road from a Collector Road to an Arterial Road classification from the intersection of Split Log Road to the Brentwood City Limits to the East. Arterial streets have a minimum width of 90 feet. Additional right of way may be required for turn lanes, deceleration lanes, medians, sidewalks, and bikeways. The Town of Nolensville adopted

an updated Major Thoroughfare Plan in June 2022, which shows the portion of Sam Donald Road in Nolensville as a Minor Arterial Street. This change to the Brentwood Plan would be consistent with the Nolensville Plan.

ID	Existing Project Description
1	Widen Granny White Pk from Virginia Way to Old Hickory Blvd
2	Improve/Realign Old Smyrna Road
3	Widen Wilson Pk from Concord Rd to Church St
4	Old Smyrna Rd Extension
5	Improve/Realign Johnson Chapel Rd to Belle Rive Dr
6	Extend Jones Pkwy north to Old Smyrna Rd
7	Improve/Realign Holly Tree Gap Rd
8	Construct new interchange on I-65
9	Sunset Rd Extension
10	Improve/Realign Ragsdale Rd
11	Beech Grove Rd Connection to Liberty Church Rd
12	Improve/Realign Sunset Rd
13	Widen Moores Ln from Carothers Pkwy to Mallory Ln
14	Improve/Realign Crockett Rd from Concord Rd to Wilson Pike

ID	Existing and New Project Description	Comments
15	Murray Ln/Wilson Pk Connector	Solely development driven in association with new I-65 interchange (see ID #8)
16	Green Hill Blvd Extension North	From existing terminus in Whetstone subdivision to Old Smyrna Road
17	McEwen Dr. Extension	From Wilson Pike east to Pleasant Hill - in conjunction with City of Franklin
18	Improve/Realign Pleasant Hill Rd	From Split Log Road to Clovercroft
19	Charity Dr Extension	Planned as part of Traditions subdivision
20	Ivy Crest Dr Extension	Planned as part of Taramore subdivision
21	Town Center Way Extension	From Franklin Road to Eastpark
22 (New)	Split Log Road Realignment	From Pavilion Way to Sunset Road to the southern terminus of Waller Road

23 (New)	Change Sam Donald Road to an Arterial Street Classification	From intersection of Split Log Road to the Brentwood City Limits to the East
---------------------	--------------------------------------------------------------------	-------------------------------------------------------------------------------------

The plan also includes a series of identified bike and pedestrian improvement projects. These are not proposed to change with this amendment. Some of these would be associated with future road projects while others simply identify preferred corridors for expanded bike and pedestrian connectivity.

Schedule: MTP Update 2023

Public Hearing - Board of Commissioners

Monday, March 27,
2023

Planning Commission Review and Consideration

Monday, April 3, 2023

Board of Commissioners Review and Consideration

Monday, April 10, 2023

Please contact the Planning and Codes Director if you have any questions.

Staff Recommendation

Staff recommends approval of the proposed 2023 Major Thoroughfare Plan Update.

Fiscal Impact

Attachments

Resolution 2023-26

Exhibit A- Major Thoroughfare Plan Update

RESOLUTION 2023-26

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO ADOPT THE CITY'S 2023 MAJOR THOROUGHFARE PLAN UPDATE, AMENDING THE PLAN TO REMOVE TWO SEGMENTS OF PLANNED ROADWAY, INCLUDING THE CONNECTION OF JONES PARKWAY THROUGH THE WINDY HILL PARK PROPERTY SOUTH OF OLD SMYRNA ROAD, TO REMOVE THE CONNECTION OF GREEN HILLS BOULEVARD TO OLD SMYRNA ROAD, TO ADD A NEW SEGMENT FOR THE REALIGNMENT OF SPLIT LOG ROAD BETWEEN PAVILION WAY AND SUNSET ROAD, AND TO CHANGE SAM DONALD ROAD TO AN ARTERIAL STREET CLASSIFICATION, LEAVING ALL OTHER PARTS OF THE PLAN AS ADOPTED IN 2016 UNCHANGED.

WHEREAS, the Major Thoroughfare Plan for the City of Brentwood was adopted in 1996 and updated in 1999, 2006, and 2016; and

WHEREAS, the purpose of the Major Thoroughfare Plan is to identify short-term and long-term transportation system needs within the City and to identify transportation improvements to meet those needs; and

WHEREAS, since the 2016 update the city has acquired property and adopted a Master Plan for Windy Hill Park that does not include an extension of Jones Parkway south of Old Smyrna Road (ID No. 6); and

WHEREAS, connecting Green Hills Boulevard to Old Smyrna Road will not provide the overall benefits to the surrounding neighborhoods to warrant the extension; and

WHEREAS, Old Smyrna Road cannot accommodate additional traffic volumes without significant upgrades that could negatively impact the historic nature of the road; and

WHEREAS, the realignment of Split Log Road to align with Waller Road and eliminate sharp curves will benefit the overall transportation network in the area; and

WHEREAS, making Sam Donald Road an Arterial Street classification is necessary as this area continues to grow through annexations and rezonings; and

WHEREAS, the Board of Commissioners concurs with the proposed updates to the Major Thoroughfare Plan.

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

SECTION 1. That the 2023 Major Thoroughfare Plan Update for the City of Brentwood is hereby adopted as shown on Exhibit A.

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

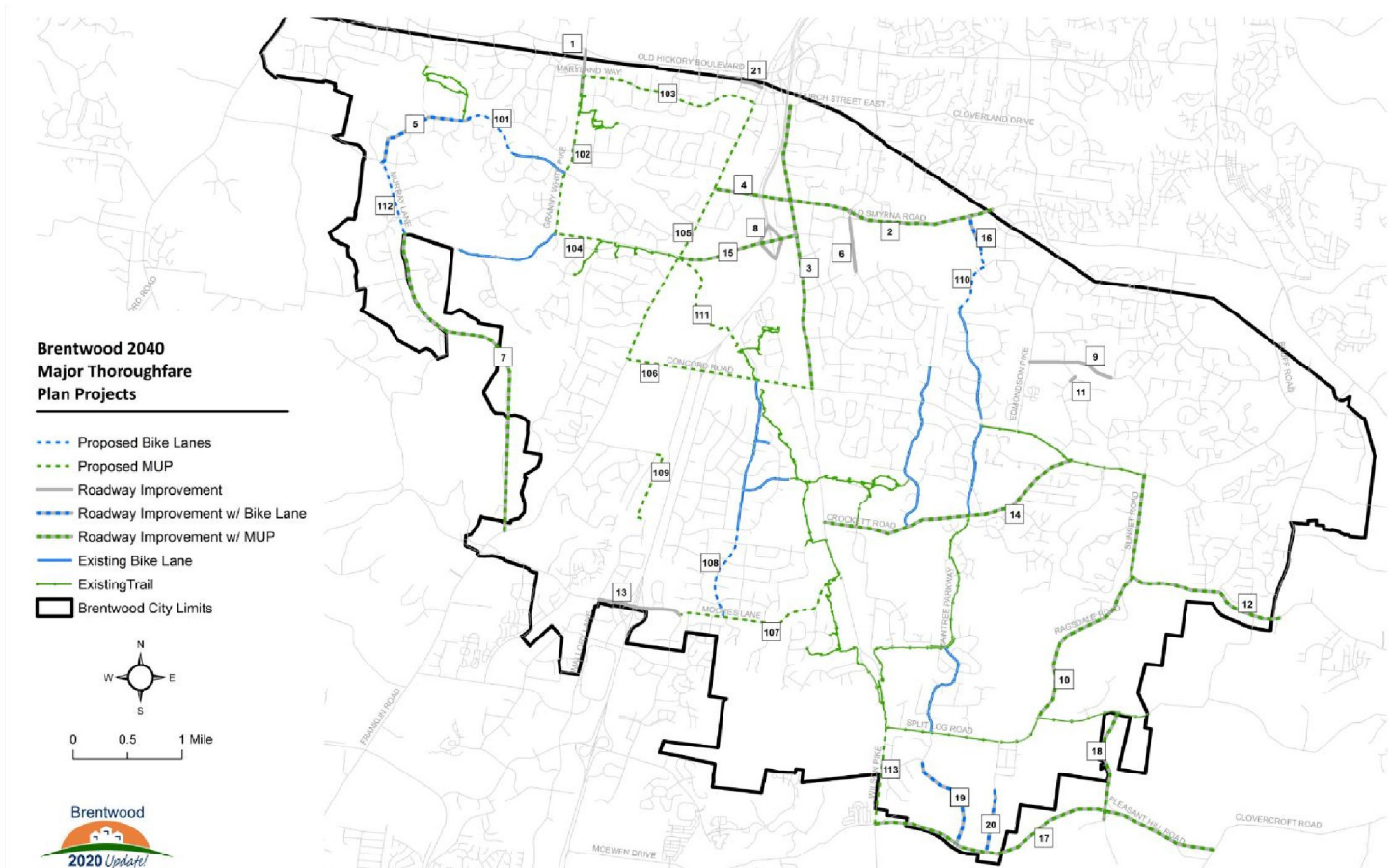
Holly Earls

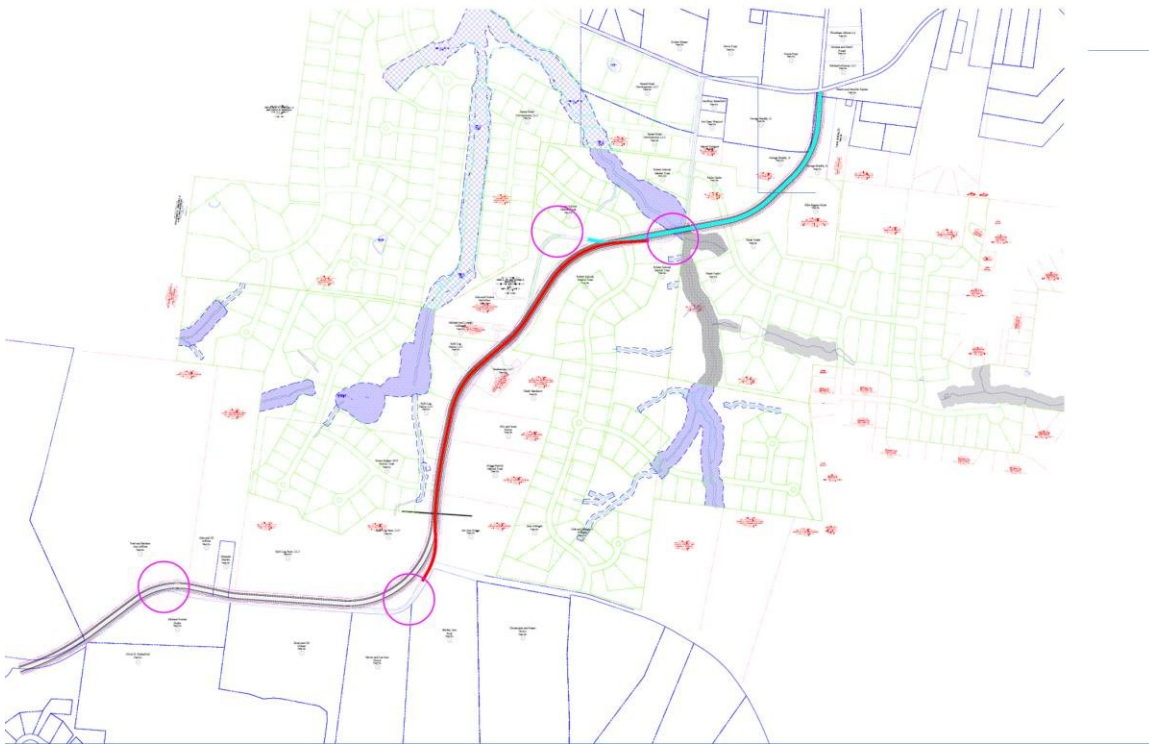
CITY ATTORNEY

Kristen L. Corn

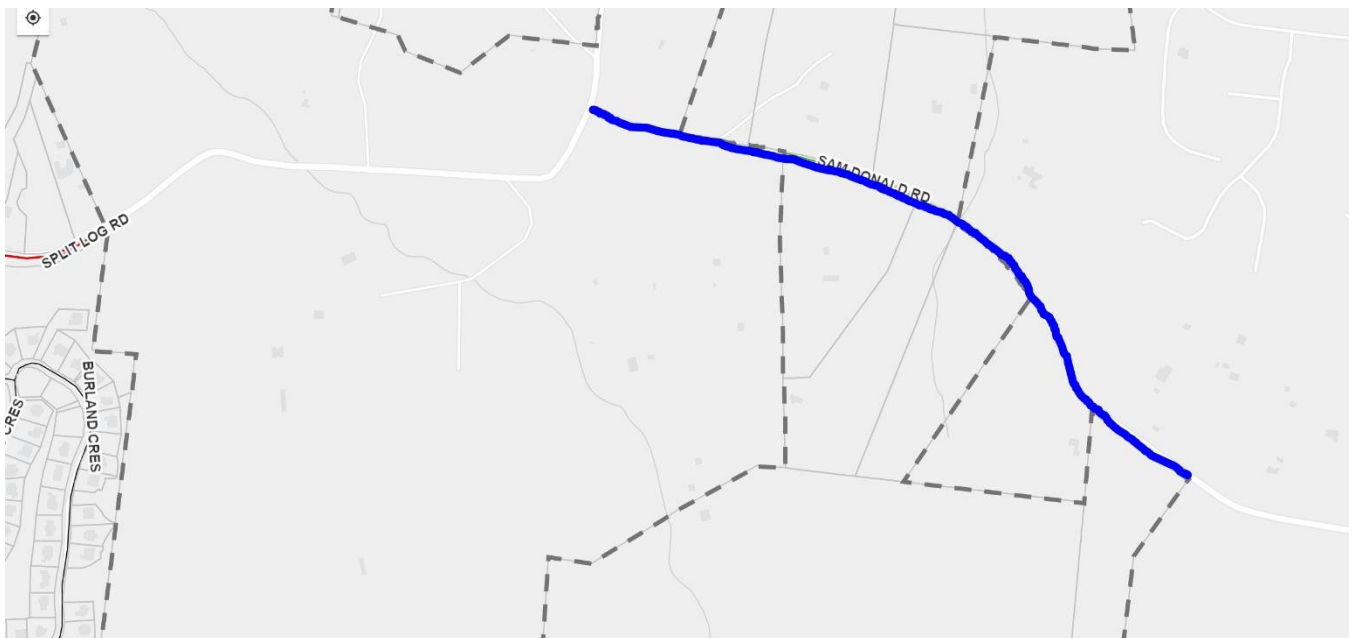
Exhibit A: Resolution 2023-26: Update to the Major Thoroughfare Plan

1. Remove Jones Parkway segment south of Old Smyrna Road where Windy Hill Park is planned (ID No. 6).
2. Remove the Green Hills Boulevard connection to Old Smyrna Road (ID No. 16).
3. Realignment of Split Log Road between Pavilion Way on the south side and Sunset Road on the north side at the southern terminus of Waller Road. This realignment is located partially within the current Brentwood City limits and partially within the Brentwood Urban Growth Boundary (ID No 22).
4. Add Sam Donald Road as an Arterial Street from Split Log Road east to the Brentwood City Limits (ID No. 23)





22. Split Log Road Realignment



23. Change Sam Donald Road from a Local Street to an Arterial Street from Split Log Road to the City Limits to the East.

ID	Existing Project Description	
1	Widen Granny White Pk from Virginia Way to Old Hickory Blvd	
2	Improve/Realign Old Smyrna Road	
3	Widen Wilson Pk from Concord Rd to Church St	
4	Old Smyrna Rd Extension	
5	Improve/Realign Johnson Chapel Rd to Belle Rive Dr	
6	Extend Jones Pkwy north to Old Smyrna Rd	
7	Improve/Realign Holly Tree Gap Rd	
8	Construct new interchange on I-65	
9	Sunset Rd Extension	
10	Improve/Realign Ragsdale Rd	
11	Beech Grove Rd Connection to Liberty Church Rd	
12	Improve/Realign Sunset Rd	
13	Widen Moores Ln from Carothers Pkwy to Mallory Ln	
14	Improve/Realign Crockett Rd from Concord Rd to Wilson Pike	
ID	Existing and New Project Description	Comments
15	Murray Ln/Wilson Pk Connector	Solely development driven in association with new I-65 interchange (see ID #8)
16	Green Hill Blvd Extension North	From existing terminus in Whetstone subdivision to Old Smyrna Road
17	McEwen Dr. Extension	From Wilson Pike east to Pleasant Hill - in conjunction with City of Franklin
18	Improve/Realign Pleasant Hill Rd	From Split Log Road to Clovercroft
19	Charity Dr Extension	Planned as part of Traditions subdivision
20	Ivy Crest Dr Extension	Planned as part of Taramore subdivision
21	Town Center Way Extension	From Franklin Road to Eastpark
22	Split Log Road Realignment	From Pavilion Way to Sunset Road at the southern terminus of Waller Road
23	Sam Donald Road Arterial	Change classification to Arterial for Sam Donald Road Between Split Log Road and the City Limits to the East.

Brentwood 2020 Update Major Thoroughfare Plan Projects

Bicycle/Pedestrian Improvements					
101	Belle Rive Dr Bike Lane Extension	0	0	BL	Extends a dedicated bike lane through the Belle Rive neighborhood.
102	Granny White Pk MUP	0	0	MUP	Provides a multi-use path for pedestrians and cyclists. This will improve safety for both pedestrians and cyclists along Granny White Pk.
103	Maryland Way MUP	0	0	MUP	Provides a multi-use path for pedestrians and cyclists. This will improve safety for both pedestrians and cyclists along Maryland Way.
104	Murray Ln MUP Connector	0	0	MUP	Provides a multi-use path for pedestrians and cyclists. This connection provides MUP access to school campus.
105	Franklin Rd MUP	0	0	MUP	Provides a multi-use path for pedestrians and cyclists. This will improve safety for both pedestrians and cyclists along Franklin Rd.
106	Concord Rd MUP Extension	0	0	MUP	Provides a multi-use path for pedestrians and cyclists. This will improve safety for both pedestrians and cyclists along Concord Rd.
107	Moore's Ln MUP	0	0	MUP	Provides a multi-use path for pedestrians and cyclists. This will provide access to existing trail in Brentwood.
108	Gordon Petty Dr Bike Lanes	0	0	BL	Extends dedicated bike lanes through the Brenthaven neighborhood.
109	General MacArthur Dr MUP Connector	0	0	MUP	Provides a multi-use path for pedestrians and cyclists through a future park to connect Mallory Ln and Winkle Rd.
110	Green Hill Dr Bike Lane Extension	0	0	BL	Provides a bike lane to provide connectivity from Crockett Rd to Old Smyrna Rd.
111	Trail Crossing of I-65	0	0	MUP	Provides a multi-use path for pedestrians and cyclists. This crossing will provide connectivity from Tower Park to Murray Ln.
112	Murray Ln BL Connector	0	0	BL	Provide a bike lane extension to improve connectivity for cyclists from Murray Ln to Johnson Chapel Rd.
113	Wilson Pk MUP Connector	0	0	MUP	Provides a multi-use path for pedestrians and cyclists. This will improve safety for both pedestrians and cyclists along Wilson Pk.

Brentwood City Commission Agenda

Meeting Date: 04/10/2023

Resolution 2023-41 - Authorizing an Amendment to the Agreement with Premise Health for Random Drug Screens

Submitted by: April Curlin, Human Resource

Department: Human Resource

Information

Subject

Resolution 2023-41 - Authorizing an amendment to the Master Services Agreement with Premise Health for Random Drug Screens

Background

The City of Brentwood has operated an employee drug & alcohol testing program administered by WorkForce Essentials (WFE) since January 2005. WFE provides data management/recordkeeping and reporting services as well as laboratory and collection site services. Over the last two years, widespread challenges with staffing levels experienced by the WFE approved independent collection sites have negatively impacted City of Brentwood employees keeping them away from work longer than anticipated or for what is considered a reasonable amount of time. This impacts work productivity as well as the level of service provided to citizens of Brentwood.

City of Brentwood staff recommend an Amendment to the Master Service Agreement (effective 08/01/2021) with Premise Health to serve as the primary location for all city employee random drug screens. This amendment not only allows the City of Brentwood to work with a WFE approved collection site with which a process has already been established to resolve challenges quickly, but it also allows for modified clinic hours when needed to accommodate third shift staff. City of Brentwood staff will still be able to "drop in" for random drug screens, but appointments will be encouraged to reduce time away from work. Appointments will be made by the employee's supervisor or the Human Resources Department and the employee will be notified just prior to the appointment time regarding the need for testing according to Article XIX, Section F of the City of Brentwood Personnel Rules & Regulations. Premise Health staff have been trained to complete the required testing according to Federal Motor Carrier Safety Administration and the Department of Transportation requirements and all testing materials have been obtained. They have also been approved by WFE as a collection site for the City of Brentwood.

The agreement is for a five-year period with the option to terminate with appropriate notice. The rate is prorated in the first year.

Premise will charge a flat fee to be paid on a quarterly basis. The calculated fee is based on the required percentage of tests which must be conducted each month from the two pools of employees required to participate. WFE will continue to administer the drug & alcohol testing

program for the City of Brentwood and their approved collection sites will continue to be available as needed.

Although minimal, the additional collection costs paid to Premise will be at least partially offset by a still to be determined reduction in the per test cost from WFE. Even if the cost is not offset 100%, the value of a consistent, easily available location more than makes up the difference.

You may contact the Human Resources Director for additional information.

Staff Recommendation

Staff recommends approval of the attached resolution authorizing the amendment with Premise for random drug screens.

Previous Commission Action

The Master Service Agreement with Premise Health is dated August 1, 2021

Fiscal Impact

Amount : 1,939.00

Source of Funds: Medical Services

Account Number: 110-41650-82510

Fiscal Impact:

Year one cost is \$1,939 (Prorated based on nine months April - December)

Year two cost is \$2,694

Year three cost is \$2,829

Year four cost is \$3,119

Based on the number of employees required to test annually the individual cost are approximately \$29 per collection in the first year. Annual costs increase thereafter at the greater of the percent change in CPI index or 5% per year.

Attachments

Resolution 2023-41

COB Contract # 2023-035

RESOLUTION 2023-41

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE MASTER SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND PREMISE HEALTH EMPLOYER SOLUTIONS, LLC FOR RANDOM DRUG SCREENS, A COPY OF SAID AMENDMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an amendment to the master services agreement by and between the City of Brentwood, Tennessee and Premise Health Employer Solutions, LLC for random drug screens, 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

AMENDMENT NO. 1 TO THE MASTER SERVICE AGREEMENT

This Amendment No. 1 to the Master Service Agreement (“**Amendment No. 1**”) is effective as of April 10, 2023 (“**Amendment No. 1 Effective Date**”), and is made by and between Premise Health Employer Solutions, LLC, a Delaware limited liability company, having its principal place of business at 5500 Maryland Way, Suite 120, Brentwood, TN 37027 (“**Premise Health**”) and City of Brentwood, a Tennessee municipality, having its principal place of business at 5211 Maryland Way, Brentwood, TN 37027 (“**Client**”). Premise Health and Client are each individually a “**Party**” and are collectively the “**Parties**.” Capitalized terms used herein that are not otherwise defined have the meanings assigned to them in the Agreement, as defined below.

RECITALS

WHEREAS, Premise Health and Client entered into that certain Master Service Agreement, effective August 1, 2021 (the “**Agreement**”); and

WHEREAS, the Parties desire to add random drug screening services to the Agreement as further described in this Amendment No. 1.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Exhibit A-1, attached to this Amendment No. 1 shall be added to the Agreement in its entirety.

2. Effect of Amendment. Except as specifically amended hereby, all of the terms of the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between this **Amendment No. 1** and the Agreement, this **Amendment No. 1** shall govern and control.

3. Authority. The Parties hereby represent and warrant that they have all necessary and required power and authority to enter into this **Amendment No. 1** and that the execution and delivery of this **Amendment No. 1** by the Parties has been duly authorized by all requisite corporate action. When executed and delivered, this **Amendment No. 1** shall be valid and binding upon the Parties.

4. Counterparts. This **Amendment No. 1** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed by signature or electronic mark and the executed pages may be delivered using PDF or other similar file types transmitted by

electronic mail, cloud-based server, e-signature technology, or other similar electronic means and neither Party shall contest the validity of any properly delivered signature or mark.

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 1** by and through their respective representatives to be effective as of the **Amendment No. 1** Effective Date.

City of Brentwood, TN

Premise Health Employer Solutions, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-1

STATEMENT OF WORK

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the “SOW”) are effective as of April 10, 2023, 2023 and attached to, made a part of, and governed by the Master Service Agreement, effective August 1, 2021 by and between City of Brentwood, TN (“Client”) and Premise Health. To the extent that there is any conflict between the terms of this SOW, any other SOW, and the Agreement, the Parties agree that the terms of this SOW will govern. All capitalized terms used in this SOW that are not otherwise defined herein will have the meanings assigned to them in the Agreement.

ARTICLE I

LOCATIONS AND SERVICES OFFERED BY LOCATION

Premise Health operates the Premise Health Wellness Center Brentwood (“Health Center”) at the following location:

- Premise Health Wellness Center Brentwood 5410 Maryland Way Ste 100 Brentwood, TN 37027

Premise Health provides the product and service listed below:

Product & Service
Random Drug Screening Schedule 1

ARTICLE II

DAYS AND HOURS OF OPERATION

Services are provided Monday through Friday excluding Client holidays. Hours of operation are set forth below, or as mutually agreed to by the Parties from time to time.

Core Service	Operating Schedule
Random Drug Screening	Mon- Fri 8a-1p, 2p-5p

ARTICLE IV

ELIGIBILITY

The table below identifies the eligible Participants for each Service. “Participants” include Employees, as defined below.

Products & Service	Participants
Random Drug Screening	Employees

4.1. Employees of Client (“Employees”).

Schedule 1 to Exhibit A-1
Occupational Health

1.1 Urine Drug and Alcohol Testing. Premise Health administers Department of Transportation (“DOT”) regulated and non-regulated urine drug testing for reasonable suspicion, random testing, and follow-up pursuant to Client’s Drug Testing Policy. Non-negative results are reported to client Medical Review Officer (MRO) vendor.

1.2 BAT Testing. Premise Health administers Breathe Alcohol Testing (“BAT”) for reasonable suspicion, random testing, and follow-up pursuant to Client’s Drug Testing Policy. Testing will be performed by a trained breath alcohol technician. The breath alcohol testing will be conducted by employees who have met the training requirements under 49 CFR Part 40.213.

EXHIBIT B-1



City of Brentwood Random Drug

	Year 1, Prorated to 9 months	Year 2	Year 3	Year 4	Year 5
Operating Expenses	\$ 1,939	\$ 2,694	\$ 2,829	\$ 2,971	\$ 3,119

- ◆ Fixed budget for up to 90 drug screen tests annually.
- ◆ Fixed costs will increase annually at the greater of the percent change in CPI Index or 5% per year.
- ◆ This Pricing provided by Premise Health is valid for 60 days.
- ◆ Year 1 will be prorated to 9 months, or 68 drug screens

Brentwood City Commission Agenda

Meeting Date: 04/10/2023

Resolution 2023-42 - Approval of an Agreement for Financial and Compliance Audit Services

Submitted by: Karen Harper, Finance

Department: Finance

Information

Subject

Resolution 2023-42 - Agreement with Kraft CPAs, PLLC for financial and compliance audit services for fiscal year ending June 30, 2023.

Background

Prior to 2015 the City utilized the services of Kraft CPAs, PLLC (Kraft) to conduct the annual audit and financial statement preparation. In the interest of good governance in FY 2015, it was decided to solicit proposals from firms interested in performing the financial audits for the City. The contract at that time was awarded to Crosslin, PLLC (Crosslin). From 2015 to 2020, the City utilized the services of Crosslin for financial and compliance audit services. Crosslin performed satisfactorily during this time. As the five-year agreement with Crosslin was coming to an end, the City again solicited proposals from firms interested in performing financial audits for the City and the contract was awarded to Blankenship CPA Group, PLLC (Blankenship). For FY 2021 and FY 2022 auditing services, Blankenship struggled to deliver on their commitment, and therefore, after much consideration, staff decided not to recommend renewal of the agreement with Blankenship.

In lieu of conducting another full Request for Proposals process as was done in 2021, staff reviewed the results of the 2021 RFP (see attached) to identify potential firms to consider. Staff decided not to consider Crosslin so soon after the last five-year engagement with them. Of the other three responsive firms, staff had no knowledge of the experience of ATA or Rodefer Moss & Co. but obviously had extensive knowledge of Kraft. Given the time constraints around making this important decision and the desire to have a smooth transition to a new firm, staff contacted Kraft to discuss their willingness and ability to take on an additional client. Kraft was willing to agree to take on the City's auditing services for FY 2023. During the time prior to 2015, the City experienced an independent, positive, and professional relationship with Kraft, meeting the service needs for the annual audit of the City's financial statements and preparation of the Annual Comprehensive Financial Report (ACFR).

Kraft is one of the largest accounting firms in Tennessee with more than 250 employees. The firm (founded in 1958) specializes in the governmental and non-profit arena and lists the following as current clients: City of Hendersonville, City of White House, City of Belle Meade, Emergency Communications District of Nashville and Davidson County, and White House Utility District. Kraft was chosen as a 2023 Top Accounting Firm and a 2023 Top Tax Firm based on a Forbes survey. Additional information is provided in the attached proposal.

The attached proposed agreement is for the audit of the City's financial statements for all funds and preparation of the ACFR for the fiscal year ending June 30, 2023. Separate pricing is provided for the audit of the Emergency Communications District to account for those costs separately. The approval of the ECD portion of the audit contract will also be considered on April 10, 2023 as part of the ECD meeting preceding the regular Board of Commissioners meeting.

The total proposed fee for FY 2023 auditing services is \$59,000, with an additional fixed cost of \$3,800 for a single audit of one major program. A major program is one whose grant expenditures exceed \$750,000 in one fiscal year. For each additional major program, the fee is between \$3,500 and \$4,000, dependent upon complexity. No incidental expenses will be charged to the City. Pricing is provided for two (2) additional one-year renewal options, for a total of three years.

June 30, 2023	\$59,000	\$3,800	\$62,800
June 30, 2024	\$60,400	\$3,800	\$64,200
June 30, 2025	\$61,800	\$3,800	\$65,600

For comparison purposes the current year cost for Blankenship to audit the FY 2022 financials for all funds except ECD was \$48,400. Had both parties agreed to renew the Blankenship agreement for next year to audit the FY 2022 financials for all funds except ECD, the contracted fee would have been \$49,900 compared to the \$59,000 fee from Kraft. While there is no way to know for sure, staff believes based on several conversations with Blankenship staff, it is very likely they would have requested a contract amendment to increase their original proposed third year fee due to increased staffing costs.

Please contact Finance Director or Assistant Finance Director if you have questions.

Staff Recommendation

Staff recommends approval of Resolution 2023-42 authorizing an agreement with Kraft CPAs, PLLC for financial and compliance audit services for fiscal year ending June 30, 2023 and including two (2) one-year renewal options.

Fiscal Impact

Amount : 62,800.00

Source of Funds: Multiple

Account Number: Various

Fiscal Impact:

General Fund	\$30,965
Water and Sewer Fund	\$27,500
Municipal Center Fund	\$4,335

Attachments

Resolution 2023-42

COB Contract # 2023-048

Kraft Proposal

2021 Audit Proposal Fee Comparison

RESOLUTION 2023-42

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND KRAFT CPAs, PLLC FOR FINANCIAL AND COMPLIANCE AUDIT SERVICES FOR FISCAL YEAR ENDING JUNE 30, 2023, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Kraft CPAs, PLLC for financial and compliance audit services for fiscal year ending June 30, 2023, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That the Mayor is further authorized to execute any documents required by the Tennessee Comptroller of the Treasury in furtherance of this agreement.

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

March 14, 2023

Board of Commissioners
City of Brentwood, Tennessee
5211 Maryland Way
Brentwood, TN 37027

Attention: Board of Commissioners

THE OBJECTIVE AND SCOPE OF THE AUDIT OF THE FINANCIAL STATEMENTS

You have requested KraftCPAs PLLC (“KraftCPAs”, “we”, “us”, or “our”), audit City of Brentwood, Tennessee’s (the “City”) governmental activities, business-type activities, aggregate discretely presented component units, each major fund, and aggregate remaining fund information and general fund budgetary comparison as of and for the year ending June 30, 2023, 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 (“Arrangement Letter”). Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including inquiry of your previous auditors. We will notify you promptly if we become aware of anything during our acceptance procedures that results in our not being able to continue this engagement.

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 opinion. 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 controls.

You have also requested that KraftCPAs PLLC perform the audit of the City as of June 30, 2023 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* (“Uniform Guidance”).

THE RESPONSIBILITIES OF THE AUDITOR

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance, and the U.S. Office of Management and Budget's ("OMB") Compliance Supplement and guidance provided in the Audit Manual issued by the Tennessee Comptroller of the Treasury (the "Guide") for audits for years ending on or after June 30, 2023. Those standards, regulations, supplements, or guides require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, and the Uniform Guidance and the Audit Guide, 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, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider the entity's system of internal control 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 controls, 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, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control over financial reporting and over compliance for major programs will include any significant deficiencies and material weaknesses in internal control over financial reporting and over compliance for major programs of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control over financial reporting and over compliance for major programs 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 American Institute of Certified Public Accountants and GAS.

Kenneth E. Youngstead, CPA, is the engagement member and will be responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

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, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information (“RSI”) which accounting principles generally accepted in the United States of America (“GAAP”) require to be presented to supplement the basic financial statements.

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. Management agrees to include the auditor’s report on the supplementary information in any document that contains the supplementary information and will indicate 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.

The Board of Commissioners is responsible for informing us of its views about the risks of fraud, waste or abuse within the City, and its 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 acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("GAAP");
2. To evaluate subsequent events through the date the financial statements are issued. 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 report distribution; and
5. 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. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

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 Arrangement 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, management is responsible for (a) identifying all federal awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards (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.

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 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 opinion 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 for the year ending June 30, 2023;
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;
4. An accompanying schedule of findings and questioned costs; and

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. Our association with other information in the ACFR consists of reading the other information and considering whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated and reviewing the ACFR based on the GFOA's financial statement checklist.

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, will be discussed and coordinated with Karen Harper, Finance Director and Julie Wilson, Assistant 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, you have requested us to perform the following nonaudit services:

- 1) Preparation of the financial statements, including proposing any necessary adjustments to the trial balance, GASB 34 conversion entries and disclosures.

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 non-audit 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 non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The City has agreed that Karen Harper, Finance Director and Julie Wilson, Assistant Finance Director possess suitable skill, knowledge or experience and that the individuals understand the financial statement preparation services to be performed sufficiently to oversee them. Accordingly, the management of City of Brentwood, Tennessee agrees to the following:

1. City of Brentwood, Tennessee has designated Karen Harper, Finance Director and Julie Wilson, Assistant Finance Director, as senior members of management who possesses suitable skill, knowledge and experience to oversee the services;
2. Karen Harper, Finance Director and Julie Wilson, Assistant Finance Director will assume all management responsibilities for subject matter and scope of the financial statement preparation and audit adjustments.
3. The City will evaluate the adequacy and results of the services performed; and
4. 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 or those charged with governance of the objectives of the non-audit services, the services to be performed, the City's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this Arrangement Letter documents that understanding.

PARTIES' UNDERSTANDINGS CONCERNING SITUATION AROUND COVID-19

To the extent any of the services described herein require a party to visit ("Visiting Party") the other party's facilities ("Host Party") in person, the Visiting Party agrees to comply with the Host Party's rules and regulations regarding COVID-19 safety protocols while on the Host Party's premises, provided the Visiting Party is made aware of such rules and regulations. Further, in the event any of the services described herein need to be suspended and/or rescheduled by a party due to the ongoing situation surrounding COVID-19, the party requesting the suspension or rescheduling of the services will provide the other party with prompt written notice of the foregoing. To the extent such suspension and/or rescheduling of the services impacts either the cost of the services or the ability of the City or KraftCPAs PLLC to meet any deadlines or timeframes set forth herein, or both, the parties will document this in a written agreement mutually agreed upon and executed by both parties.

OTHER RELEVANT INFORMATION

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

FEES AND COSTS

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement and will be \$59,000 for the audit of the June 30, 2023 financial statements and \$3,800 for one major program under Single Audit. If an additional major program is required to be tested under Single Audit, additional fees would be dependent upon complexity of the federal program and related compliance requirements (\$3,500 - \$4,000). Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. 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. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

CLIENT PORTALS

To enhance our services to you, we will utilize Sharefile, a collaborative, virtual workspace in a protected, online environment. Sharefile permits real-time collaboration across geographic boundaries and time zones and allows Kraft and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use Sharefile, you may be required by the provider of Sharefile to execute a client portal agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that we have no responsibility for the activities of Sharefile and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of Sharefile, but only to the extent permitted by Tennessee law.

Kraft is not a host for any of your information. You are responsible for maintaining your own copy of this information. We do not provide back-up services for any of your data or records, including information we provide to you. Portals are utilized solely as a method of transferring data and are not intended for the storage of your information. Information on a portal may be deleted by Kraft.

If you decide to transmit your confidential information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to your confidential information. If you request that we transmit confidential information to you in a manner other than a secure portal, you agree that we are not responsible for any liability, including but not limited to, (a) any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending confidential information in a manner other than a secure portal, and (b) any damages arising as a result of any virus being passed on or with, or arising from any alteration of, any email message.

USE AND OWNERSHIP; ACCESS TO AUDIT DOCUMENTATION

The Audit Documentation for this engagement is the property of KraftCPAs PLLC. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of KraftCPAs PLLC'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 KraftCPAs PLLC for the City under this Arrangement Letter, or any documents belonging to the City or furnished to KraftCPAs PLLC by the City.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable KraftCPAs PLLC 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 KraftCPAs PLLC's form. KraftCPAs PLLC 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.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, 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. Access to the requested Audit Documentation will be provided under the supervision of KraftCPAs PLLC audit personnel and at a location designated by our firm.

INDEMNIFICATION, LIMITATION OF LIABILITY, AND CLAIM RESOLUTION

Because KraftCPAs PLLC will rely on the City and its management and Board of Commissioners to discharge the foregoing responsibilities, the City agrees to indemnify, hold harmless and release KraftCPAs PLLC and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management, but only to the extent permitted by Tennessee law.

IN NO EVENT SHALL KRAFTCPAS PLLC OR THE CITY, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ARRANGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE CITY TO KRAFTCPAS PLLC UNDER THIS ARRANGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE CITY OF ITS PAYMENT OBLIGATIONS TO KRAFTCPAS PLLC UNDER THIS ARRANGEMENT LETTER.

PREEXISTING NONDISCLOSURE AGREEMENTS

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

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 to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. 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.

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 Arrangement 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 or to exercise our rights under this Arrangement Letter. 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 Arrangement 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 Arrangement 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 Arrangement Letter.

When an engagement has been suspended at the request of 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 Arrangement Letter 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 Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

Either party may terminate this Arrangement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of KraftCPAs PLLC, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

The parties agree that those provisions of this Arrangement 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 Arrangement Letter.

MISCELLANEOUS

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. Notwithstanding anything stated to the contrary in this Arrangement Letter, the City acknowledges and consents that we also may utilize Confidential Information and Personal Information that you have provided to us in connection with this engagement to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings and/or for development or performance of data analysis, business analytics or insights, or other insight generation. Information developed in connection with these purposes may be used or disclosed to you or current or prospective clients to provide them services or offerings. We will not use or disclose such Confidential Information or Personal Information in a way that would permit the City or an individual to be identified by third parties without your prior written consent.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or

memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

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

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.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Arrangement Letter. The City shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States or Canada. The City shall not knowingly cause KraftCPAs PLLC to violate any sanctions applicable to KraftCPAs PLLC. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Nothing in this Arrangement Letter shall limit the liability of KraftCPAs PLLC to the City for any negligence, violation of applicable auditing standards, or other fault in the performance of audit procedures, whether at common law, under the federal securities laws, or pursuant to any applicable state law. Any term of this Arrangement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

GOVERNING LAW

This Arrangement 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 Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be 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 Arrangement Letter constitutes the complete and exclusive statement of agreement between KraftCPAs PLLC and the City, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement 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 Arrangement 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 Letter 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 (a) to be "written" or "in writing," (b) to have been signed and (c) 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, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter 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 Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including 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.

City of Brentwood, TN
March 14, 2022
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AGREED TO AND ACKNOWLEDGED BY:

KraftCPAs PLLC



Kenneth E. Youngstead, CPA
Member

* * * * *

Confirmed on behalf of City of Brentwood, Tennessee:

Rhea Little III, Mayor

Date

Kirk Bednar, City Manager

Date

Karen Harper, Finance Director

Date



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Members of KraftCPAs PLLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of KraftCPAs PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of KraftCPAs PLLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. KraftCPAs PLLC has received a peer review rating of pass.

Smith Elliott Kearns & Company, LLC

Hagerstown, Maryland
January 26, 2021

FEBRUARY 22, 2023

PROPOSAL

TO PROVIDE AUDIT SERVICES



City of Brentwood

Ms. Karen Harper, Finance Director
The City of Brentwood
and Brentwood Emergency Communications District
5211 Maryland Way
Brentwood, TN 37027





February 22, 2023

City of Brentwood and Brentwood Emergency Communications District
Ms. Karen Harper, Finance Director
5211 Maryland Way
Brentwood, TN 37027

Dear Ms. Harper:

We welcome this opportunity to submit our proposal to provide audit services for the City of Brentwood and Brentwood Emergency Communications District (the City). We're confident that KraftCPAs has the expertise and resources to provide these services efficiently and effectively.

As a client of KraftCPAs, your success will be our priority. That commitment will be apparent in every step of our engagement. In fact, our pledge to client service is part of the reason we've maintained client relationships for more than 30 years:

- » We will listen to your needs before suggesting solutions.
- » We will tailor our services to meet your requirements.
- » We will deliver our services to accommodate your schedule.
- » We will be there when you need us.
- » We will *not* try to sell you something you don't need.

We know that operating a governmental body presents unique hurdles, but our nonprofit and governmental industry team — professionals who understand the hurdles and regulations you face every day — will work with you to identify your immediate needs, establish long-term goals, and provide the strategy and guidance to help you achieve them.

It would be our privilege to work with you to develop a plan that meets your needs and budget as well as our standards for quality and service. Please reach out if you have questions or would like to discuss more.

Sincerely,

Ken Youngstead, CPA
Member, Assurance Services
Nonprofit and Governmental Industry Team

Julie Evans, CPA
Senior Manager, Assurance Services
Nonprofit and Governmental Industry Team

KRAFTCPAS PLLC

Helping clients build, preserve, and transfer business value and personal wealth since 1958.

NASHVILLE · CHATTANOOGA · COLUMBIA · LEBANON

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This document is a confidential, proprietary work product of KraftCPAs PLLC. Its contents are not to be shared other than with individuals involved in the decision-making process.

ENGAGEMENT SCOPE AND TIMING

AUDIT OF THE FINANCIAL STATEMENTS

We will audit the financial statements of the City of Brentwood and Emergency Communications District (the City) as of and for the year ending June 30, 2023, with two annual renewals June 30, 2024, and June 30, 2025.

Our audit procedures will be based upon the specified needs, objectives, and scheduling requirements of the City and conducted in accordance with auditing standards generally accepted in the United States of America as published by the American Institute of Certified Public Accountants.

In addition to providing assurance that the financial statements are free of material misstatement and are fairly presented, the intent of this engagement is to:

- » Enhance the reliability of the financial statements
- » Provide a basis for input to management regarding ongoing business considerations
- » Provide practical suggestions for strengthening internal controls, improving operational efficiency, implementing cost controls, and enhancing accounting systems

We will audit the financial statements of the City to determine whether they are presented fairly in all material respects and in conformity with accounting principles generally accepted in the United States. While the proper reporting of the financial statements is the responsibility of the City, it is our responsibility to express an opinion on the financial statements as well as a reasonable basis for that opinion.

Our audit will include the evaluation of the City's accounting policies, reasonableness of accounting estimates, and overall presentation of the financial statements.

Although this audit will be designed to provide reasonable assurance of detecting errors and irregularities material to the financial statements, it will not be intended and cannot be relied upon to disclose all fraud, defalcations, irregularities, or other illegal acts, should they exist. We will note any material errors, irregularities, or illegal acts observed during the engagement unless they are clearly inconsequential.

APPROACH TO THE AUDIT

Our audit plan will address the areas of highest concern and potential for error based on our extensive experience in the industry. The effectiveness of your systems will also be a consideration in our approach.

As part of the engagement, we will:

- » Assess the control environment and identification of systems and personnel responsible for the design and operation of key control processes
- » Achieve and document an understanding of the control systems and how they work based on observation, inquiry, and walk-through
- » Evaluate the most effective and efficient audit approach to address the correctness of significant financial information
- » Perform tests of controls, substantive procedures, or integrated approaches
- » Identify potential control risks and deficiencies, the related reporting risk, and design of audit procedures to minimize those risks

ENGAGEMENT SCOPE AND TIMING

Analytical procedures will be utilized throughout the audit process to help identify significant changes so that we can modify our procedures accordingly. Analytical procedures also will assist in identifying potential errors or misclassifications in the financial statements.

Specific procedures included in this engagement may depend on the judgment of the auditor, including the assessment of the risks of material misstatement of the financial statements whether due to fraud or error. In making those risk assessments, the auditor considers internal controls relevant to the entity's preparation and fair presentation of the financial statements. This consideration is performed to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal controls. Accordingly, we will express no such opinion.

AUDIT FIRM TRANSITION

We will attempt to minimize the transition to a new firm by gathering information about the City through recently audited financial statements and other relevant documents. To expedite that process, we may request workpapers from your previous auditor(s) to substantiate the accuracy of their audits. If that cooperation is delayed or incomplete, it can result in additional hours required to complete the engagement and additional billings to the City.

Also as part of the planning process, we will meet with the City to discuss existing systems, close-out processes, and personnel assignments prior to preparing the client assistance checklist. We consider these meetings to be an investment in our long-term relationship and will waive fees for that time.

USE OF TECHNOLOGY

Our engagements are designed to minimize use of paper, resulting in reduced waste and expenses. During the planning process, we will evaluate your technology and software capabilities to determine the most secure methods for transferring documents and information. We may utilize a variety of software programs as part of this engagement, including:

- » **CaseWare** workpaper management system to organize and manage documents and processes, including Word, Excel, and PDF files, and to add additional security and tracking of workpaper review and approval.
- » **Citrix ShareFile** to easily transfer documents via secure email or client portal.
- » **IDEA** extraction software, a data analysis tool used for account reconciliations, data mining, fraud investigation, operational/internal auditing, file transfers, preparation of management reports, and other analyses.

INDEPENDENCE

KraftCPAs, our employees, and any subcontractors engaged by our firm are required to adhere to all applicable independence, integrity, and objectivity requirements, including regulations, rulings, and interpretations issued by governmental agencies, the Independence Standards Board, American Institute of Certified Public Accountants, Securities and Exchange Commission, and other authorities as applicable.

We have determined that no employee of KraftCPAs or our affiliated companies has a relationship with the City that could impair our independence or create a conflict of interest.

ENGAGEMENT SCOPE AND TIMING

ONGOING COMMUNICATION AND FEEDBACK

Continued communication throughout the year — not just during the engagement period — strengthens our relationship and could provide you the information necessary to avoid costly pitfalls.

A variety of options are available to facilitate communication. We utilize the Microsoft Teams and Zoom programs for virtual communications, and email, phone, or in-person meetings are available when an immediate response is needed.

As part of our ongoing relationship, we will keep you abreast of regulatory changes and methodologies that could affect the City. We will also be available to discuss issues and concerns outside the scope of the engagement that could affect your long-range planning; those meetings and consultations can be scheduled in-person or virtually at your request.

We also welcome your questions during and after the engagement. Routine phone calls and email correspondence will not be billed separately, although inquiries that require significant research may be billed as additional services. We will not perform services that could result in additional fees without your approval.

Your feedback is critical to the continual improvement of our processes, and we frequently survey clients and lost prospects to determine areas that could be improved. Those suggestions are presented anonymously to our membership committee for discussion and potential implementation.

OUR QUALIFICATIONS



The right team, the right experience.

Working with governmental bodies and agencies requires unique training and dedication. Our team has the background and expertise to not just meet compliance requirements, but also provide proactive guidance and insight to help you maximize efficiency.

KRAFT INSIGHT

Our assurance services team has acquired extensive experience in more than 60 years of providing audits to a varied list of cities, governmental bodies, and utility districts.

We currently perform multiple audits each year for clients who are subject to governmental auditing standards.

Since 1958, our client list has covered a wide spectrum of governmental entities, including small municipalities, large cities, governmental bodies and agencies, utility districts. Our firm's largest engagement — the outsourced internal and IT audits for Nashville Electric Service — accounts for more than 6,000 professional hours each year.

KRAFT EXPERTISE

Our nonprofit and governmental industry team is made up of more than 30 professionals, each of whom has hands-on experience working with complex and demanding audit engagements. Each member of our team undergoes at least 24 hours continuing professional education (CPE) every two years to enhance performance under Government Auditing Standards.

KraftCPAs maintains voluntary membership in the AICPA's Governmental Audit Quality Center, which provides our team access to AICPA resources, including CPE, educational events, online discussions and insight, and alerts on regulatory updates.

We also participate in the GFOA update and attend NASACT governmental training courses to ensure we're up-to-date on current and pending changes that could impact your next audit.



EXAMPLES OF OUR GOVERNMENTAL AND NONPROFIT CLIENTS

We currently provide services for the following:

- » City of Hendersonville
- » City of White House
- » City of Belle Meade
- » Emergency Communications District of Metropolitan Nashville and Davidson County
- » Nashville Electric Service
- » White House Utility District
- » Regional Organized Crime Information Center
- » The Community Foundation of Middle Tennessee
- » United Way of Greater Nashville
- » Second Harvest Food Bank of Middle Tennessee
- » The Memorial Foundation
- » Soles4Souls
- » Legal Aid Society of Middle Tennessee and The Cumberland
- » Tennessee Disability Coalition
- » Tennessee Voices for Children
- » Country Music Foundation Inc.
- » Tennessee Performing Arts Center and TPAC Foundation
- » Cheekwood Estate and Gardens

COMMITMENT TO YOUR INDUSTRY

Members of our nonprofit and governmental industry team receive continuing professional education and training to stay up-to-date with regulatory changes that could affect you. We attend a variety of educational events and seminars, including the annual AICPA conferences, which provide extensive training on Uniform Guidance and relevant financial reporting issues.

In addition, our firm maintains membership in the AICPA's Not-for-Profit Section, the AICPA's Governmental Audit Quality Center, and the national association NonprofitCPAs.

Members of our team are frequently chosen to be presenters and participants at industry events and workshops. In addition, we host educational seminars throughout the year at no charge.

ADDITIONAL SUPPORT FOR YOU

We offer management advisory services as part of every audit engagement. For instance, we'll discuss best practices that could enhance your operations, and we'll discuss industry developments and the impact they might have. We help clients with a variety of accounting and reporting related issues, including:

- » Re-format general ledger chart of accounts
- » Re-format financial statements
- » Review credit card use and proper documentation
- » Strengthen internal control procedures
- » Appropriate segregation of duties

In addition, we can provide stand-alone advisory engagements such as internal control studies and policy and procedure development on a variety of issues at your request.

ASSISTANCE WITH NEW STANDARDS

We diligently monitor audit and accounting issues and trends that could affect clients such as the City. Your client service team will serve as your year-round advisors and will proactively research applicable issues, bring them to your attention, and assist you in implementing them.

Being aware of regulatory changes as they're announced can help you anticipate changes to your financial statements and accumulate the information needed to implement them.

OUR QUALIFICATIONS

FIRM OVERVIEW

KraftCPAs PLLC is one of the largest and most recognized public accounting firms in Tennessee with more than 250 employees and offices in Nashville, Chattanooga, Columbia, and Lebanon.

In addition to providing professional accounting, audit, and tax services, KraftCPAs offers an extensive range of options designed to meet the expanding, diverse needs of our clients, including cost segregation studies, transaction advisory, exit planning, valuation, tax credit and cost-saving analysis, and restructuring.

Our affiliated companies — Kraft Asset Management, Kraft Technology Group, Kraft Analytics, Kraft Healthcare Consulting, and Kraft Enterprise Systems — provide additional business and personal solutions ranging from litigation support to cybersecurity training and compliance assistance.

It's our mission to provide exceptional and innovative services for our clients; be a valued and respected member of our community; and provide our employees the opportunity for personal and professional growth and fulfillment.

AWARDS AND RECOGNITION

We've grown and evolved over six decades, but our focus on exceptional service has never changed. We're honored to be recognized for our steadfast commitment to clients and employees, including:

- » **2023 Top Accounting Firms** and **2023 Top Tax Firms** by *Forbes*, based on a survey of CFOs, tax attorneys, and accountants
- » America's **Best Accounting Firms to Work For** by *Accounting Today* eight times, including in 2022
- » *Nashville Business Journal* **Best Places to Work** multiple times, including in 2022
- » **Better Business Bureau Torch Award** for ethical business practices
- » **The Ten Most Dependable Accounting Firms in the Southeast** by Goldline Research and *Fortune* magazine
- » Multiple selections as **Power Leaders in Finance** by the *Nashville Business Journal*, most recently in 2020
- » 100th percentile of CPA firms in **overall communication**, in the 93rd percentile in **overall client satisfaction**, and in the 94th percentile in **ease of doing business**, according to a client survey by Business Synergetics Inc.

SERVICES DESIGNED FOR YOU

Accounting and bookkeeping	Industry compliance services
Accounting software implementation and support	Internal audit services
Bankruptcy and workouts	Internal control studies and systems review
Benefit plan administration, audit, and consulting	Investment advisory services
Budgeting and forecasting systems	IT and cybersecurity services
Business growth services	Litigation support
CRM systems implementation and support	Merger and acquisition assistance
Due diligence evaluations	Operational reviews
Estate planning	Personal financial services
Exit and succession planning	Personnel recruitment and placement
Feasibility studies	Sarbanes-Oxley (SOX) compliance and consulting
Financial projections	System and Organization Control (SOC) audits
Financial statement audit, review, and compilation	Tax planning, consulting, and compliance
Financing assistance for debt and equity	Technology consulting and solutions
Forensic accounting	Turnaround and restructuring services
Fraud investigation	Valuation services

YOUR CLIENT SERVICE TEAM

The use of client service teams is fundamental to our commitment to personal service. Professionals will be assigned to your client service team based on their experience and your specific needs. Our shared goal is to increase efficiency, reduce the number of hours required, and contribute to the overall service you receive.

Clients often prefer to work with the same service team from year to year, and that stability increases our efficiency and strengthens relationships. However, should you choose to rotate staff on your engagement, we will work to accommodate those requests.

Unlike firms that may outsource their work, the client service team assigned to your engagement will be based in Middle Tennessee and will be available for meetings and reviews as needs arise.

CLIENT SERVICE TEAM LEADERS

To ensure the highest level of quality, the most senior members of your client service team will be actively involved in this engagement.

Ken Youngstead, a member and practice leader of our governmental and nonprofit industry team, will oversee the assurance portion of the engagement, perform a final review, and sign the reports.

Julie Evans, a senior manager on our governmental and nonprofit industry team, will be the client service team leader. Julie will manage fieldwork and will be your primary contact through the process.

We have included detailed information about your client service team members on the following pages, although additional staff may be assigned to this engagement as needed.



“We build relationships with each of our clients and give them the timely, personal attention they deserve.”

VIC ALEXANDER · KRAFTCPAS CHIEF MANAGER



Ken Youngstead

CPA

**Member
Assurance Services**

kyoungstead@kraftcpas.com
(615) 782-4246

Ken Youngstead is a member in the assurance services department of KraftCPAs. He is responsible for building and maintaining client relationships, overseeing the work of engagement teams, reviewing ongoing work, approving final reports, and presenting our work to clients' management teams and boards of directors.

As a practice leader of the nonprofit and governmental industry teams, Ken works extensively with tax-exempt clients, including those that are subject to Governmental Auditing Standards and Single Audit compliance. As a testament to his reputation in the nonprofit community, Ken served on the board of the Center for Nonprofit Management for several years and held the roles of executive committee member, treasurer, and board chair.

Ken has more than 25 years of public accounting experience. He joined KraftCPAs in 2006.

CERTIFICATIONS

- » Certified Public Accountant

EDUCATION

- » BS in Accounting, Middle Tennessee State University
- » Minimum 40 hours per year of continuing professional education, including at least 24 hours of nonprofit/governmental CPE every two years

PROFESSIONAL ACHIEVEMENTS

- » Power Leader in Accounting, *Nashville Business Journal*

INVOLVEMENT

Current Involvement

- » American Institute of Certified Public Accountants
- » Tennessee Society of Certified Public Accountants
- » AICPA Not-for-Profit Section
- » The Nonprofit CPAs
- » National Organization for Workforce Diversity, Board of Directors, Treasurer
- » Special Olympics Tennessee, Board of Directors, Executive Committee, Finance Committee, Treasurer
- » MTSU Department of Accounting, Advisory Board Chair
- » Rotary Club of Nashville, Finance Committee Treasurer

Previous Involvement

- » Center for Nonprofit Management, Board of Directors, Executive Committee, Board Chair, Treasurer
- » Special Olympics Tennessee, Board Chair, Executive Committee
- » Friends of Bicentennial Capitol Mall State Park, Board of Directors, Treasurer
- » Leadership Nashville, 2006 Graduate, Education Day Committee
- » Nashville Opportunities Industrialization Center, Board of Directors
- » Tennessee Jazz and Blues Society, Board of Directors, Treasurer
- » 20:20 Leadership Alliance, Board of Directors
- » Covenant Baptist Church in Bellevue, Deacon Board, Chair
- » Nashville Area Chamber of Commerce, Board of Directors, NELA Awards Volunteer, NEXT Awards Volunteer
- » Nashville Junior Chamber, Board President, Treasurer



Julie O. Evans

CPA

**Senior Manager
Assurance Services**

jevans@kraftcpas.com
(615) 346-2486

Julie Evans is a senior manager in the assurance services department of KraftCPAs. She is responsible for planning and executing engagements, building client relationships, managing and reviewing the work of other team members, and preparing and presenting reports to clients.

Julie works primarily on audit engagements for governmental entities and nonprofit organizations. She has specialized training in and significant experience working with clients subject to Governmental Auditing Standards and Single Audit compliance. Julie also works with clients in the manufacturing/wholesale/distribution (MWD) industry.

Julie began her professional career at KraftCPAs in 1999.

CERTIFICATIONS

- » Certified Public Accountant

EDUCATION

- » MBA in Information Systems, Tennessee Tech University
- » BS in Accounting, Tennessee Tech University
- » Minimum 40 hours per year of continuing professional education, including at least 24 hours of nonprofit/governmental CPE every two years

INVOLVEMENT

Current Involvement

- » American Institute of Certified Public Accountants
- » Tennessee Society of Certified Public Accountants, TSCPA Scholarship Committee
- » Learning Matters, Treasurer
- » Delta Gamma Collegiate Chapter Finance Advisor

Previous Involvement

- » Accounting and Financial Women's Alliance, Music City Chapter President, Treasurer, Board Member
- » Murfreesboro Parents of Multiples Club, Treasurer

YOUR INVESTMENT

We strive to provide exceptional service at a reasonable price, and we believe the value of high-quality, personal service and our industry experience should be significant factors when comparing fees. As with all our clients, our desire is to continue building upon our relationship and enhancing the service you receive. Our proposed fees are as follows:

SERVICE	2023	2024	2025
Audit of the financial statements of the City of Brentwood	\$59,000	\$60,400	\$61,800
Audit of the financial statements of the Brentwood Emergency Communications District	\$9,850	\$10,125	\$10,400
Single Audit procedures for one major program, if required ^{1 2}	\$3,800	\$3,800	\$3,800
Meeting with the City of Brentwood management to present audit report	Provided at no additional cost		

¹ Fees for Single Audit procedures will be based on one major program in each year the City's federal expenditure exceeds the threshold. If additional grants are received and qualify as major programs, additional fees will be determined based on the type of grant received. The fee range will be dependent upon the complexity of the federal program and related compliance requirements.

² If required, pricing for one additional major program would be between \$3,500 and \$4,000.

These fees are based on our understanding of the City's current situation and the number of hours we anticipate for this engagement. They do not include estimated engagement-related expenses such as confirmation costs and technology fees. Those will be billed at actual cost without markup.

Significant changes in the City's operations or personnel, the establishment of new programs, or the implementation of new accounting standards may result in fee adjustments. We will discuss those circumstances with you prior to the start of additional work.

ASSISTANCE BY YOUR STAFF

To allow our team to work most efficiently, our engagement fees and schedule are based on the following assumptions:

- » We will receive reasonable assistance from your staff, including preparation of certain year-end closing schedules that provide supporting detail for each account.
- » Accounting records and underlying documents that adequately support year-end balances and transactions throughout the year will be available on request.
- » Records will be in good condition and not require significant year-end closing adjustments.
- » We will receive reasonable assistance in the drafting of your financial statements, including but not limited to information included in footnotes and schedules.
- » We will have access to your previous auditors and workpapers.
- » Upon completion of the engagement, we will require a representation letter from management.

CLIENT ACCEPTANCE

If selected to fulfill this engagement, we will perform client acceptance procedures and submit an engagement letter with provisions of this proposal for your review and signature.

CLIENT REFERENCES

No one can attest to our technical expertise and high-quality service better than our clients. We have provided a partial list of references who can validate our governmental and nonprofit industry experience and personal service. Please feel free to contact them.

City of Hendersonville

Mr. Robert Manning, Finance Director
rmanning@hvilletn.org
(615) 264-5317

City of White House

Mr. Jason Barnes, Finance Director
jbarnes@cityofwhitehouse.com
(615) 672-4350

City of Belle Meade

Ms. Beth Reardon, City Manager and Treasurer
breardon@bellemeade.org
(615) 297-6041

Emergency Communications District of Nashville and Davidson County

Mr. Mark Lynam, Business Manager
mark.lynam@nashville.gov
(615) 862-6316

White House Utility District

Ms. Marylou Piper, Chief Financial Officer
mpiper@whud.org
(615) 672-1012

PEER REVIEW REPORT

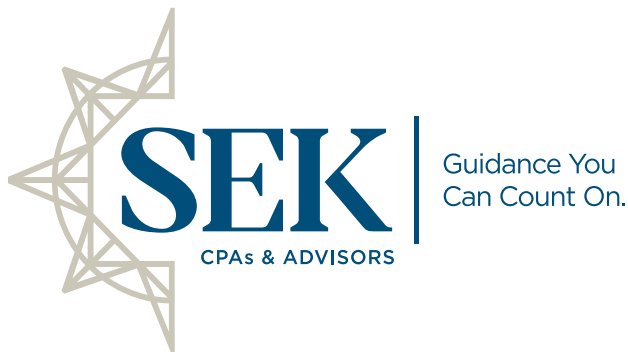
As part of our commitment to quality service and ethical practices, KraftCPAs submits to an external peer review every three years. We consistently receive a passing result, the most favorable possible. Our most recent review for the year ended September 30, 2020, follows this page.

Additionally, many KraftCPAs professionals are chosen to serve as AICPA national peer reviewers. In that role, they receive extensive training on quality control standards and perform peer reviews of other firms nationwide.

QUALITY CONTROL PROGRAM

KraftCPAs maintains a firm-wide quality control program, and our professional affiliations contribute to the high level and expectations of quality control. We conduct an internal inspection each year to ensure compliance with quality control procedures.

On an engagement level, we have a team of independent report reviewers who perform a technical review of all client financial statements to help ensure compliance with accounting standards. These independent report reviewers are not part of a client's engagement team, which gives them a fresh perspective of the information presented in the financial statements and footnote disclosures.



REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Members of KraftCPAs PLLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of KraftCPAs PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit of a broker-dealer, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

PEER REVIEW REPORT

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of KraftCPAs PLLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. KraftCPAs PLLC has received a peer review rating of pass.

Smith Elliott Kearns & Company, LLC

Hagerstown, Maryland
January 26, 2021

SAMPLE CONTRACT

CONTRACT TO AUDIT ACCOUNTS OF

KRAFTCPAS PLLC
(Name of Organization)

FROM JULY 1, 2022 TO JUNE 30, 2023

This agreement made this 22ND day of FEBRUARY, 2023, by and between KRAFTCPAS PLLC
(Auditor)

555 GREAT CIRCLE ROAD, NASHVILLE, TENNESSEE 37228, hereinafter referred to as the "auditor"
(Full Address of Auditor)

and THE CITY OF BRENTWOOD AND CITY OF BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT, of
(Name of Organization)

5211 MARYLAND WAY, BRENTWOOD, TENNESSEE 37027, hereinafter referred to as the "organization",
(Full Address of 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 1, 2022, and ending JUNE 30, 2023 with the exceptions listed below:

NO EXCEPTIONS NOTED

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 _____ 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 _____, **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:

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.

SAMPLE CONTRACT

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) SUBJECT TO PROVISIONS OF ENGAGEMENT LETTER

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: \$59,000) 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:

FEE IS FOR AUDIT OF CITY.

FOR MAJOR PROGRAM UNDER SINGLE AUDIT, ADDITIONAL FEES WILL BE AS FOLLOWS:

ONE PROGRAM: \$3,800

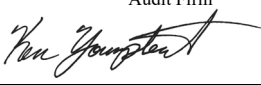
ADDITIONAL PROGRAMS: \$3,500 to \$4,000 EACH

SAMPLE CONTRACT

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.

<p>KRAFTCPAS PLLC</p> <hr/> <p>Audit Firm</p> <p>By <u></u></p> <p>Signature</p> <p>Title/Position: MEMBER</p> <p>E-mail Address: KYOUNGSTEAD@KRAFTCPAS.COM</p> <p>Date: FEBRUARY 22, 2023</p>	<p>CITY OF BRENTWOOD AND BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT</p> <hr/> <p>Governmental Unit or Organization</p> <p>By _____</p> <p>Signature</p> <p>Title/Position: _____</p> <p>E-mail Address: _____</p> <p>Date: _____</p>
<p>Approved by the Comptroller of the Treasury, State of Tennessee</p>	
<p>For the Comptroller:</p>	
By _____	Date: _____

Schedule of Audit Fees (includes City of Brentwood and Brentwood Emergency Communications District)							
Firm Name		Year 1 Fee	Year 2 Fee	Year 3 Fee	Year 4 Fee	Year 5 Fee	Total 5 year period
Mauldin & Jenkins CPAs & Advisors	1,4	51,000	NA	NA	NA	NA	NA
Crosslin, PLLC		51,000	52,500	54,000	55,500	57,500	270,500
Blankenship CPA Group	2	54,500	56,000	57,600	59,200	60,800	288,100
ATA		56,900	58,300	59,800	61,300	62,900	299,200
Rodefer Moss & Co	3	58,700	60,461	62,275	64,143	66,067	311,646
Frazier & Deeter	4,5	55,500	NA	NA	NA	NA	NA
Kraft CPAs		62,000	63,500	65,100	66,700	68,300	325,600
Brown Edwards	4	71,000	NA	NA	NA	NA	NA

1 Closest Office is in Chattanooga, so staff didn't reach out for subsequent year pricing

2 Fee for subsequent years was listed as 1%-3% annual fee increase. Once staff selected firm as a finalist, firm provided fee schedule with fixed amounts

3 Proposal stated no more than a 3% increase in fee for subsequent years, provided there are no significant changes

4 Proposal did not include fee for subsequent years

5 Proposal indicated additional fees for GASB 68 or 75 assistance

Single Audit Fees (Required if expenditures exceed \$750,000 for federal/state assistance)							
Firm Name:		Year 1 Fee	Year 2 Fee	Year 3 Fee	Year 4 Fee	Year 5 Fee	Notes
Mauldin & Jenkins	1,6	3,000	NA	NA	NA	NA	
Crosslin, PLLC	7	3,500	3,500	3,500	3,500	3,500	
Blankenship CPA Group	2	4,000	4,100	4,200	4,300	4,400	\$2,500 for each additional major program
ATA	6	3,500	NA	NA	NA	NA	
Rodefer Moss & Co	3	2,000	2,060	2,122	2,185	2,251	fee is per major program
Frazier & Deeter	8	7,500	NA	NA	NA	NA	\$3,000 for each additional major program
Kraft CPAs	7	3,500	3,500-4,000	3,500-4,000	3,500-4,000	3,500-4,000	
Brown Edwards	6	4,000	NA	NA	NA	NA	

1 Closest Office is in Chattanooga, so staff didn't reach out for subsequent year pricing

2 Fee for subsequent years was listed as 1%-3% annual fee increase. Once staff selected firm as a finalist, firm provided fee schedule with fixed amounts

3 Proposal stated no more than a 3% increase in fee for subsequent years, provided there are no significant changes

6 Proposal did not include fee for subsequent years and/or fee for each additional major program

7 Proposal did not include fee for each additional major program

8 Proposal did not include fee for subsequent years

Brentwood City Commission Agenda

Meeting Date: 04/10/2023

Resolution 2023-43 - Authorization to Approve a multi-year software agreement with IGM Technology Corp for Gravity Software

Submitted by: Julie Wilson, Finance

Department: Finance

Information

Subject

Resolution 2023-43 - Authorization to Approve a multi-year software agreement with IGM Technology Corp for Gravity Software

Background

The City's current budget, capital budget, and financial statement preparation process is all primarily MS Excel based. Each of these processes includes dozens of linked spreadsheets, increasingly complex macros and programming language understood by only one or two staff members, and the potential for one user to make a change in a single spreadsheet that crashes the whole process.

Previously, the City Commission authorized a multi-year software support agreement with Insight Software for two Microsoft Excel add-ins, Budget Accelerator, and Spreadsheet Server to enable importation of data from the City's Enterprise Resource Management (ERP) software into Excel spreadsheets. Budget Accelerator ceased working for the City last spring, and Insight could not provide any resolution. Effective 12/31/22, Insight formally discontinued supporting Budget Accelerator. While these add-ins had previously helped to partially automate certain budgeting and financial reporting functions, City staff is now limited with what can be accomplished with Spreadsheet Server alone, and there continues to be a need for greater automation, resiliency, and accuracy. As the City continues to grow and governmental accounting standards and the Government Finance Officers Association (GFOA) requirements become more voluminous and complex, the process is becoming increasingly unmanageable requiring an inordinate amount of staff time. Additional automation will also help minimize redundant data entry, copying and pasting, excessive reliance on one or two key personnel and help to ensure data integrity. It's advantageous to the City that certain processes be automated through a software system so that multiple staff can perform certain duties. This aligns with the City's succession planning goals.

To that end, staff began researching budget and financial reporting software packages in anticipation of their FY 2024 non-routine work plan. While researching various software options, staff became aware of the Gravity software platform offered by IGM Technology Corp (IGM). Gravity software offers modules for budget planning and budget book preparation, including a CIP budget process and CIP budget book, Annual Comprehensive Financial Report (ACFR), and component unit reporting.

Staff evaluated a number of software platforms and participated in several software demonstrations, but only Gravity offered an integrated comprehensive solution for the Operating Budget, CIP Budget, ACFR, and ECD annual financial report. The Budget modules will allow departments to enter operating and capital budget requests directly into the software. Use of the software will provide improved accuracy and efficiency and allow staff to prepare and publish professional documents with a quality that exceeds that of the City's current reports. Other platforms provide similar functionality, but no others produce a hyperlinked .pdf budget document similar to what the City currently creates using multiple software systems.

If desired, the software can also provide multiple versions of a budget: proposed, final adopted, and a separate budget document version used to apply for the GFOA Distinguished Budget Award. The ACFR module will allow Finance staff to prepare and update drafts of the City's annual financial statements in conjunction with the annual audit minimizing delays associated with communicating back and forth when either the audit team or City staff are unavailable. This same benefit can be realized with the Component Unit module by allowing staff to prepare and update drafts of the ECD's annual financial statements. ECD will bear the cost of implementing the additional module and the annual fees for that module.

Staff conducted reference checks by communicating with four Gravity government clients and reviewed additional governments' documents created using Gravity software. Staff is satisfied with the references and the published documents reviewed.

IGM currently participates in the OMNIA Partners Public Sector Cooperative Purchasing Program for the Gravity software through a partnership with Insight Public Sector. However, the initial quote received from IGM was about \$5,000 less than the one offered by Insight through OMNIA. In order to realize this cost savings, the City Manager is requesting a waiver of competitive selection for this purchase so that the City can purchase directly from IGM.

See the attached proposal from IGM.

Staff Recommendation

Staff recommends approval of the attached resolution authorizing a multi-year software support agreement with IGM Technology Corp.

Previous Commission Action

1/25/21 City Commission approved a multi-year software support agreement with Insight Software via Resolution 2021-07.

Fiscal Impact

Amount : \$75,500 (Yr. 1)

Source of Funds: GF, CPF, ECD

Account Number: Various

Fiscal Impact:

The total cost for the first-year is \$75,500, comprised of two components:

1. One-time implementation fees for all modules of \$38,000 to be paid for from the Capital Projects Fund. A 2023 FYE transfer will reimburse the Capital Projects Fund this amount.
2. Year 1 annual software subscription fees of \$37,500 (30 named users across all modules and technical support) to be paid for from the General Fund operating budget and ECD (\$32,935 and \$4,565, respectively). A 2023 FYE budget amendment will be proposed as necessary to cover any operating overages in those accounts.

The renewal cost for subsequent years reflects a 5% annual increase as follows:

Year 2 = \$39,375 (General Fund and ECD Fund)

Year 3 = \$41,344 (General Fund and ECD Fund)

Future annual costs will be included in the appropriate proposed fiscal year's budget.

Attachments

Resolution 2023-43

COB Contract # 2023-054

Gravity Proposal

RESOLUTION 2023-43

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND IGM TECHNOLOGY CORP FOR GRAVITY SOFTWARE, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and IGM Technology Corp for Gravity Software, 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

SaaS Services Agreement



Cloud Based Financial
Close Management

Customer:	City of Brentwood, TN	Contact:	Karen Harper
Address:	5211 Maryland Way Brentwood, TN 37027	Title:	Director of Finance
E-Mail:	karen.harper@brentwoodtn.gov	Phone:	615.371.0060

Services:

Access to Gravity (the "Service(s)") for one year starting the commencement date of the contract.

Annual Service Fees – Year 1:

The Customer has the right to identify up to 30 Named Users to have Access to Gravity. The Service Capacity includes:

Item #	Service	Number of Users	Fee (USD)
20	Gravity Base Platform	1	\$12,000
22	Gravity Financial Reporting module <ul style="list-style-type: none">ACFR report	4	\$8,000
21	Gravity Budget Book module <ul style="list-style-type: none">Proposed budget bookAdopted budget book	5	\$10,000
24	Gravity Budgeting Planning module <ul style="list-style-type: none">Revenues and operational expensesPersonnel costs BudgetingCapital Improvements Projects	10	\$10,000
176	Gravity Component Unit Data Collection <ul style="list-style-type: none">Data Collection TemplateECD Report		\$6,000
26	Named User Licenses	10	\$2,500
Sub-Total			\$48,500
Multi Module Discount & End of Month Promotion			(\$11,000)
Total Service Fees – 12 months		30	\$37,500

Service Fees for the first year are payable net 30 days after the Effective Date of this agreement.

Renewals

If the Customer chooses to renew its subscription to Gravity for additional years with the same Service Capacity, then the Service Fees for the following years will be:

Year	Annual Services Fee (USD)
Year 2	\$39,375
Year 3	\$41,344

Service Fees in subsequent years will be governed by the terms and conditions of this SaaS Service Agreement. In subsequent years, Service Fees are payable net 30 days after the renewal date.

Implementation Services:

Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Implementation Fee:

(one-time fee):

Item #	Service	Number of Users	Fee (USD)
80	Gravity Financial Reporting module <ul style="list-style-type: none"> ACFR report 		\$10,000
81	Gravity Budget Book module <ul style="list-style-type: none"> Proposed budget book Adopted budget book 		\$10,000
46	Gravity Budget Planning module <ul style="list-style-type: none"> Revenues and operational expenses Personnel costs Budgeting Capital Improvements Projects 		\$12,000
97	Single Sign-On Implementation		\$5,000
160	Component Unit Data Collection Implementation <ul style="list-style-type: none"> Brentwood Emergency Communications District Annual Financial Report Implementation (ECD Report) Component Unit Data Collection Template 		\$13,000
93	Gravity Capital Improvement Plan Implementation Services <ul style="list-style-type: none"> Proposed CIP book Adopted CIP book 		\$10,000
Sub -Total			\$60,000
Multi Module Discount & End of Month Promotion			(\$22,000)
Total Service Fees – 12 months			\$38,000

Implementation fees are payable net 30 days after the Effective Date of this agreement.

This SaaS Services Agreement ("Agreement") is entered into on this _____ day of _____, 2023 (the "Effective Date") between **IGM Technology Corp.** with a place of business at 77 McMurrich St Unit 318, Toronto, Ontario ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

IGM Technology Corp.:**The City of Brentwood, TN**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.
- 1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services, but only to the extent permitted by Tennessee law.
- 2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Company acknowledges that Customer is a governmental entity subject to the Tennessee Public Records Act.
- 3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 3.3 No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

- 4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- 4.2 Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

5. TERM AND TERMINATION

- 5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the SaaS Services Agreement, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

- 6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. The provisions of this section apply only to the extent permitted by Tennessee law.

7. LIMITATION OF LIABILITY

7.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The provisions of this section apply only to the extent permitted by Tennessee law.

8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever, but Company will provide notice of assignment or transfer to Customer within 90 days of the assignment or transfer. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the Tennessee without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

Statement of Work

The Company will provide the following services and comprehensive training:

- Gravity - Implementation Services for ACFR automation
 - IGM Consulting Services in setting up and using Gravity to produce the next ACFR
- Gravity - Implementation Services for Budget Book automation
 - IGM Consulting Services in setting up and using Gravity to produce the next Proposed and Adopted Budget Books
- Gravity - Implementation Services for Capital Improvement Plan
 - IGM Consulting Services in setting up and using Gravity to produce the next Proposed and Adopted Capital Improvement Plan Book
- Gravity - Implementation Services for Budget Planning templates
 - IGM Consulting Services in setting up budget data management templates:
 - Revenues and Operational Expenses
 - Personnel costs Budgeting
 - Capital Improvement Projects
- Gravity - Implementation Services for Component Unit Data Collection
- Gravity - Implementation Services for Brentwood Emergency Communications District Annual Financial Report
 - IGM Consulting Services in setting up and using Gravity to produce the next Brentwood Emergency Communications District Annual Financial Report
- Gravity - Implementation Services for Single Sign On

These Implementation Services will be provided to the Customer within six months of the Effective Date. Implementation Services required by the Customer after this time period could be provided by IGM at IGM's standard consulting services rate.

EXHIBIT B

Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

EXHIBIT C

Support Terms

IGM will provide Technical Support to customer via both telephone and electronic mail Monday – Friday between 6am – 8pm Eastern Time (“Support Hours”).

Customer may initiate a helpdesk ticket during Support Hours by calling IGM’s customer support line or any time by emailing support@igm.technology

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Emergency customer support is available outside of Support hours and can be initiated by calling IGM’s customer support line or emailing support@igm.technology



Proposal For: The City of Brentwood, TN
Gravity - ACFR and Budget Book Automation
March 24th, 2023

Table of Contents

01	About Gravity	04	Pricing
02	Gravity's Application	05	Our Service
03	Unique Features	06	Implementation process

About Gravity



IGM Technology helps organizations improve the efficiency, enhance the controls and increase the quality of their external reports, as well as automate other processes within the office of finance.

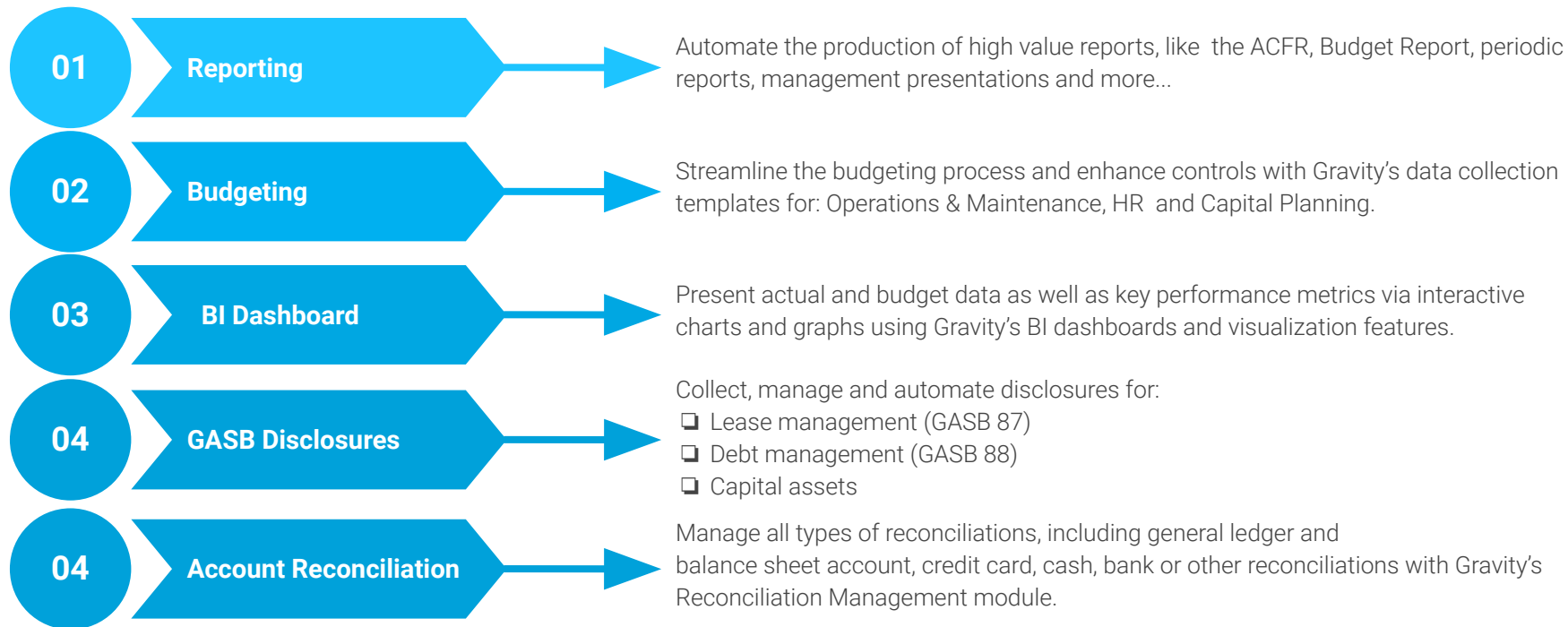
Numerous states, Cities, Counties, public schools, and governmental agencies trust Gravity to produce their high value documents, including the ACFR, Budget Report, monthly/quarterly reports, management presentations, and much more...

Gravity, our flagship software platform, is a 100% cloud-based, enterprise-scalable reporting and process automation solution that enables users to collaboratively merge enterprise data with narrative analysis in a controlled and auditable environment.

IGM Technology provides its customers with a comprehensive solution, including: state-of-the-art software, hands-on training, comprehensive implementation services, maintenance and ongoing support.

Gravity's Applications

Supporting key processes **within the Office of Finance**



Gravity's Superior Capabilities

The most advanced and comprehensive set of features on the market

Real-Time Data Linking

Link data from your financial system to information on your report and refresh the data as often as you like. All data, across the entire report is updated automatically and in real-time.

Exceptionally High Quality Reports

Highly formatted report output with exceptional design, and desktop publishing quality output. Light-years ahead of the competition!

Collaboration

Multiple users can work on the same section of the same report, at the same time. Collaborate with your peers in real-time, and work from any location: home, work, or anywhere.



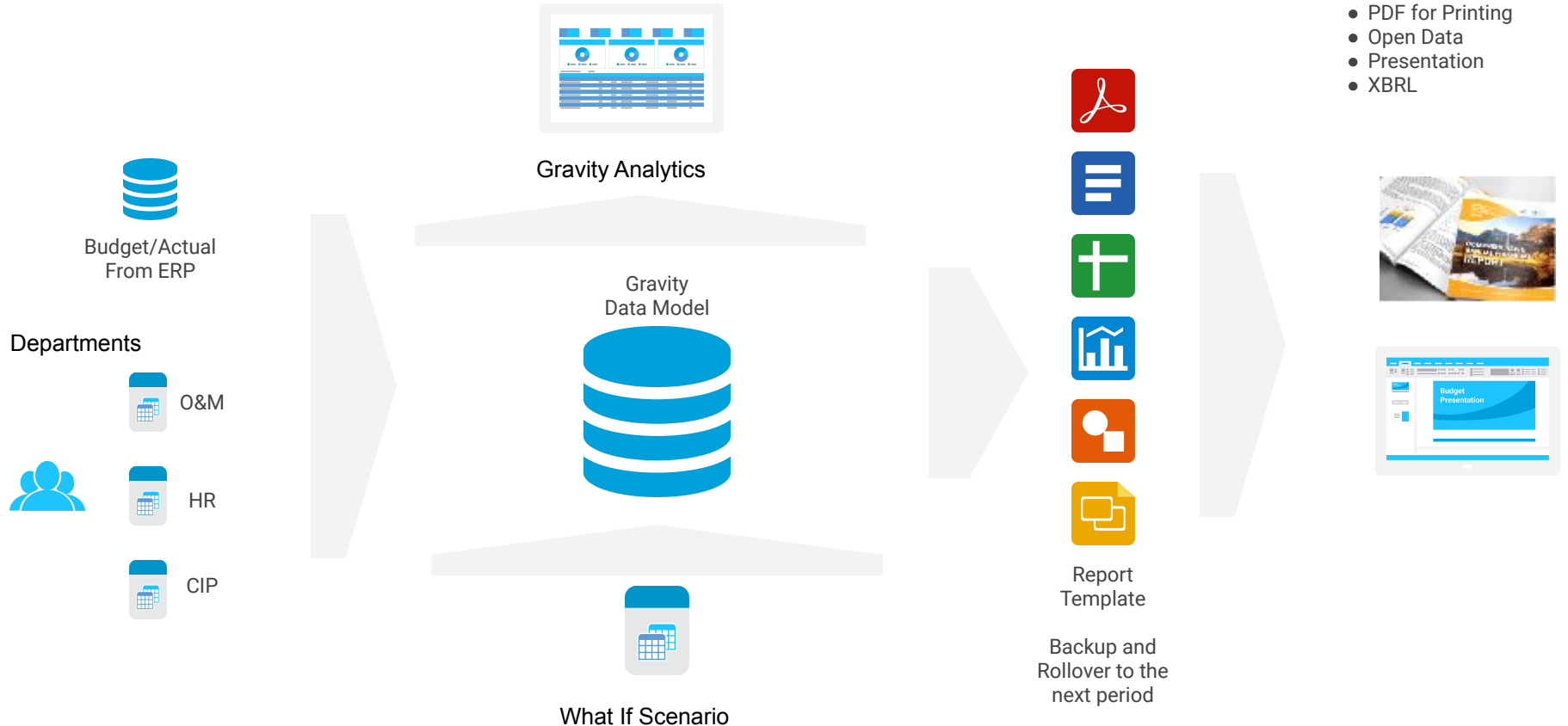
Audit Trail

Easily view who made each change, when each change occurred and what was changed via Gravity's automatic audit trail. You can even revert back to a prior version, on-demand.

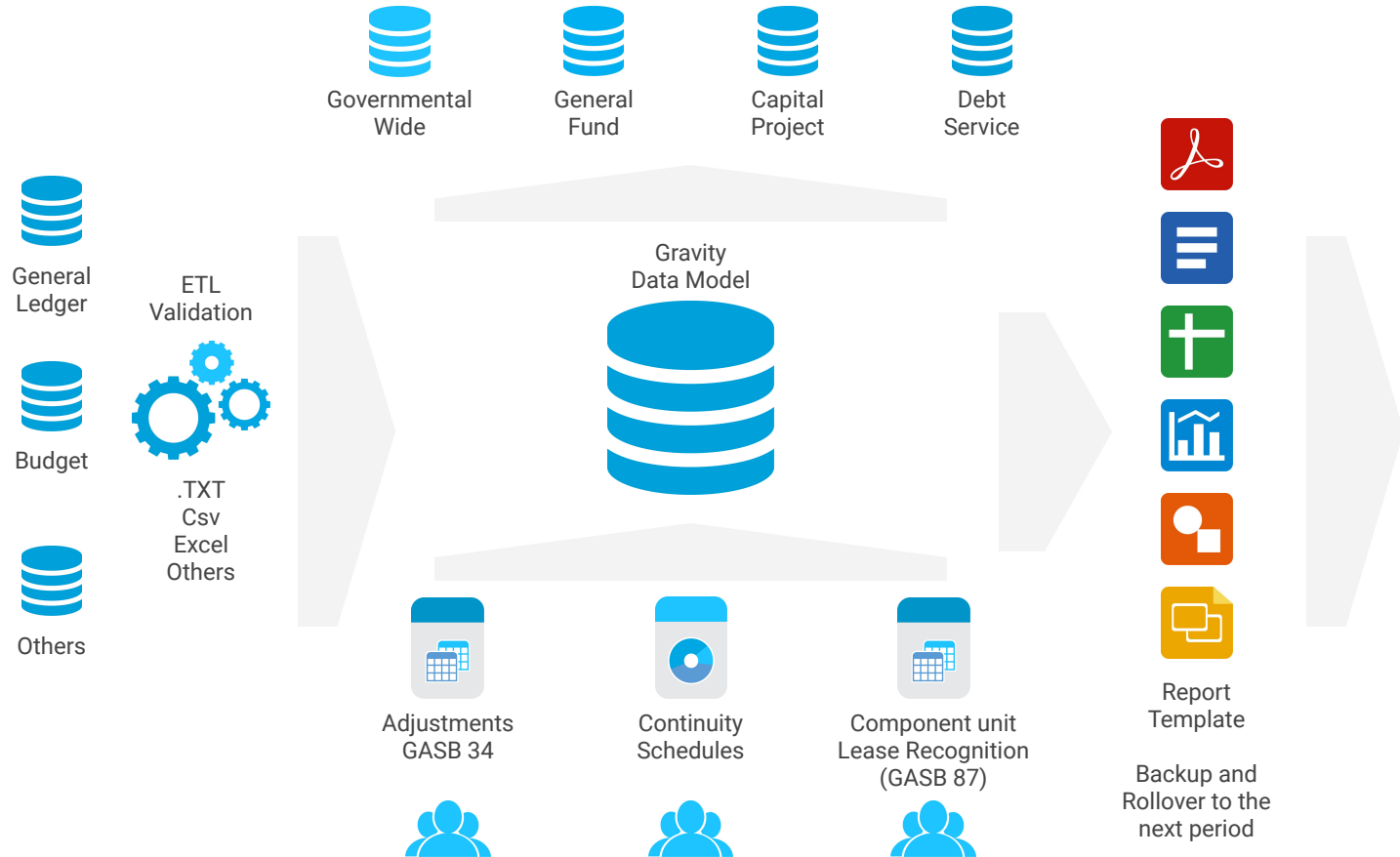
Workflow

Monitor the review, submission and approval process and control who has access to each section of the report, with Gravity's flexible workflow module.

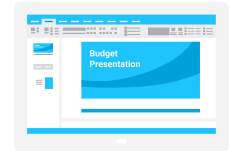
Gravity Budgeting Automation



Gravity ACFR Automation



- ACFR
- PAFR
- Monthly Report
- PDF Web Version
- PDF for Printing
- Presentation
- XBRL



Gravity Software Services - Annual Fee

Product	Qty	Sales Price	Total Price
ID 20: Gravity - Base Platform, includes 1 Named User (access for 1 year).	1	\$12,000	\$12,000
ID 22: Gravity - ACFR, includes 4 Named Users (access for 1 year)	1	\$8,000	\$8,000
ID 21: Gravity - Budget Book, includes 5 Named Users (access for 1 year)	1	\$10,000	\$10,000
ID 24: Gravity - Budget Planning, includes 10 Named Users (access for 1 year) Includes 3 Data Collection Templates: <ul style="list-style-type: none">• Operation Expenses & Revenues• Human Resources: Position Control & Planning• Capital Improvement Projects	1	\$10,000	\$10,000
ID 176: Component Unit Data Collection (access for 1 Year)	1	\$6,000	\$6,000
ID 26: Named User License (access for 1 year)	10	\$2,500	\$2,500
Multi Module Discount & End of Month Promotion			(11,000)
Grand Total			\$37,500
Total User Licenses Included: 30			

All figures in USD.
Service Fees for the first year are payable net 30 days after the agreement effective date.

Proposal valid until April 30th, 2023

Gravity Implementation Services - One Time Fee

Product	Qty	Sales Price	Total Price
ID 80: ACFR Implementation Services (one-time fee)	1	\$10,000	\$10,000
ID 81: Budget Book Implementation Services (one-time fee)	1	\$12,000	\$10,000
ID 46: Budget Planning Implementation Services (one-time fee)	1	\$12,000	\$12,000
ID 97: SSO Implementation	1	\$5,000	\$5,000
ID 160: Component Unit Data Collection Implementation	1	\$10,000	\$10,000
ID 93: Gravity Capital Improvement Plan Implementation Services (one-time fee)	1	\$10,000	\$10,000
Total			\$57,000
Multi Module Discount & End of Month Promotion			(19,000)
Grand Total			\$38,000

All figures in USD.
Implementation Fees for the first year are payable net
30 days after the agreement effective date.

Proposal valid until April 30th, 2023

Our Services

The most advanced and comprehensive set of features **of any solution on the market**



Proven Implementation Methodology

IGM's proven implementation methodology is backed by extensive real-world experience. With hundreds of financial reporting implementations, across all types of governmental organizations, IGM ensures that each and every Gravity implementation is successful.



Comprehensive Training - at no charge

Of course, Gravity training is included with each implementation project. However, our clients are also able to request additional training on any feature(s) within Gravity, at any time.



Experienced Teams

IGM's implementation services team is composed of project managers, accountants, designers and trainers. Our team focuses exclusively on deploying Gravity to satisfy a wide variety of financial reporting use cases, including CAFR, Budget Books, and much more.



GASB Expertise

IGM has been deploying financial reporting solutions to governmental entities for many years. Our software development team and implementation specialists ensure that Gravity is able to fully support GASB even as the GASB requirements change over time.



24/7 Support

IGM provides 24/7 support, 365 days per year. Our clients are able to get the support that they need, on-demand, at any time and from any location. IGM prides itself on its extremely fast response time and on our ability to resolve our clients' issues quickly and effectively.



ADA Compliant

Gravity makes it easy to produce documents that are 100% ADA Compliant. Customers looking to produce ADA Compliant report output should speak with their Account Manager to discuss IGM's ADA Compliant services offering.

Gravity Implementation Process

A proven process to implement Gravity for financial reporting at governmental organizations

01

Project Planning

A series of kickoff meetings between IGM and your team to define the implementation schedule, roles & responsibilities of the team members, and reporting processes for the project.

02

Technical Setup

IGM would configure the cloud environment for this project and setup access rights for your users. Our specialists will ensure that everything is working smoothly and effectively.

03

Report Configuration

With the guidance of your content experts, we will load data from your source system(s) and map out & link all of the report data to the appropriate charts, statements and narrative text. We would then jointly validate the data.

04

Styles & Layout

Leveraging Gravity's extensive style gallery, your team would select the desired styles & layouts for the report. IGM would then apply these styles across the entire report, on your behalf.

05

User Training

Once the report framework and graphic design are completed, IGM would provide a series of training sessions for your team focused on report maintenance and upkeep.

06

Go Live

IGM ensures a seamless and easy transition so that your team can begin using the report as quickly as possible. Of course, your team can always reach out to IGM Support if you require assistance, at any time.

07

Professional Services

After the initial implementation of Gravity has been completed, IGM continues to offer comprehensive support from 6 am - 8 pm (EST) so that our customers can get their questions answered in a timely fashion. This support is provided by IGM to our client at NO additional charge. Clients also get one refresher training session in year two at no additional cost.

08

Extended Professional Services

In years 2 and beyond, some of our clients also request that IGM provide hands-on assistance in preparing and/or formatting Gravity reports. To satisfy these requests, IGM offers its clients on-going professional services, as required. Contact your IGM Account Manager to get a fixed price quote for next year's report(s) or inquiry about our hourly billing plans, so that IGM can provide hands-on assistance in preparing and/or formatting your report in years 2 and beyond.



We Are Committed To **Customer Satisfaction**

Contact us

Brian Arscott

DL: (905)-244-5559

ML: 1-(800)-419-1459

IGM TECHNOLOGY CORP,

TORONTO, CANADA

barscott@igm.technology

Brentwood City Commission Agenda

Meeting Date: 04/10/2023

Appointment of Three (3) Members to the Park Board

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of three (3) members to the Park Board

Background

At the April 10, 2023 meeting, the City Commission is scheduled to appoint three (3) members to the Park Board. Applicants must be residents of the City of Brentwood. The appointees will serve three (3) year terms expiring on April 30, 2026. The positions on the Board are currently held by Daniel Spann, Lenda Elmlinger, and Ryan Reid.

Notice of the upcoming appointments and process/deadlines for applications were published in the Williamson Herald and posted on the City's website (www.brentwoodtn.gov) and on the Brentwood City Government Cable Channel (BTV).

The interested persons are:

1. Chris Dooney
2. Lenda Elmlinger (incumbent)
3. James Hood
4. Jake Martin
5. Kathy Olen
6. Ryan Reid (incumbent)
7. Daniel Spann (incumbent)
8. Teresa Wehby

The applications are attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Applications

Park Board

City of Brentwood | Generated 3/29/2023 @ 6:55:13 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Chris Dooney	12/6/2022	9401 Big Horn Ridge Brentwood, TN	Phone: 6155128778 Email: cdooney@gmail.com	Validated
Ms. Lenda H. Elmlinger	12/19/2022	8313 Carriage Hills Drive Brentwood, TN	Phone: 615-4772515 Email: Lendaelm@comcast.net	Validated
James Richard Hood	12/6/2022	9228 carrisbrook lane brentwood, TN	Phone: 5027272667 Email: richardhood22@hotmail.com	Validated
Jake Martin	7/12/2022	5201 lake court Brentwood, TN	Phone: 9012335584 Email: martinjake744@gmail.com	Validated
Mrs. Kathy Armistead Olen	3/3/2023	611 Shenandoah Drive Brentwood, TN	Phone: 6155855690 Email: kathy@atticusbrandpartners.com	Validated
Mr Ryan Reid	12/19/2022	1607 Robby Court Brentwood, TN	Phone: 6155170417 Email: ryan@icusecurityinc.com	Validated
Daniel Jerome Spann	2/18/2023	8208 Devens Drive Brentwood, TN	Phone: 16157140400 Email: danieljspann@gmail.com	Validated
Teresa Jones Wehby	3/13/2023	9021 Old Smyrna Road Brentwood, TN	Phone: 6154790909 Email: twehby@me.com	Validated

Chris Dooney

City of Brentwood | Generated 3/29/2023 @ 2:55 pm by OnBoard2 - Powered by ClerkBase

Status

Name Chris Dooney
Application Date 12/6/2022
Expiration Date 12/5/2023
Board Member [Chris Dooney](#)
Status Validated

Board	Vacancies	Status
Park Board	0	Pending

Basic Information

Name
Chris Dooney
Spouse's name (If applicable)
Whitney Chappell
Spouse's Current or Former Employer if Retired
Nissan North America
Spouse's Job Title
IT Manager

Contact Information

Address
9401 Big Horn Ridge
Brentwood, TN
Phone
[6155128778](tel:6155128778)
Email
cdooney@gmail.com

Occupation

Employer
Universal Health Services ("UHS")
Job Title
Sr. Director; Corporate Development

Other Questions

Question #1

Employment Status
Employed

Question #2

How many years have you lived in Brentwood?
<1 year

Question #3

Subdivision (If you do not live in a subdivision, please type NA.)
Elmbrooke

Question #4

Please provide a detailed description of your community involvement below:
I am served on numerous non-profit board in the Nashville area. I currently serve as the Board Treasurer for Retrieving Independence - a service dog training organization. I also serve on the Finance Committee for Holy Family Catholic Church.

Question #5

Please provide a brief summary of why you would like to serve on this board:
I recently moved to Brentwood would like to become more involved in the community. Also, I am an avid tennis player and enjoy the parks in this regard.

Question #6

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:
No

Question #7

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

No

Question #8

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

No conflicts

Question #9

Please state where you heard about the board opening.

Ryan Crowley - Planning Commission

Generated 3/29/2023 @ 2:55 pm

Ms. Lenda H. Elmlinger

City of Brentwood | Generated 3/29/2023 @ 2:55 pm by OnBoard2 - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Ms. Lenda H. Elmlinger	Park Board	0	Pending
Application Date	12/19/2022			
Expiration Date	12/18/2023			
Board Member	Lenda Elmlinger			
Status	Validated			

Basic Information

Name
Ms. Lenda H. Elmlinger

Spouse's name (If applicable)
N/A

Spouse's Current or Former Employer if Retired
N/A

Spouse's Job Title
N/A

Contact Information

Address
8313 Carriage Hills Drive
Brentwood, TN

Phone
615-4772515

Email
Lendaelm@comcast.net

Occupation

Employer
Pinnacle Financial Partners

Job Title
Senior Vice President - Financial
Advisor

Other Questions

Question #1

Employment Status
Employed

Question #2

How many years have you lived in Brentwood?
33 years

Question #3

Subdivision (If you do not live in a subdivision, please type NA.)
Carriage Hills

Question #4

Please provide a detailed description of your community involvement below:
Leadership Brentwood Class of 1998, 2 terms on the Steering Committee, Williamson County Chamber of Commerce, Women in Business Steering Board, Carriage Hills HOA - 3 terms on the board (2 - treasurer & 1 - secretary), Middle Tennessee Financial Planning Association - certified financial planner - 5 or 6 terms on the board and currently serving on the Nomination Committee for the second year. Elder/Clerk of Session/Sunday School teacher at East Brentwood Presbyterian Church and currently a member at First Presbyterian Church-Nashville, Tree Board for the City of Brentwood for many years, Leadership Franklin Class of 2017, TN Banker's Association, Breakfast Club of Nashville founding member in 2005 and 2 terms as a board member,

Question #5

Please provide a brief summary of why you would like to serve on this board:
I have 3 active sons whom I have raised in Brentwood and we have all actively utilized the Park system from hiking to many years of soccer, soccer refereeing, baseball, frisbee golf, Boy Scouts/Troop 8, and lots of tennis! I am going to be a grandmother in 2023 and am looking forward to the next

generation of Elmlinger's enjoying the beauty and amenities of the Brentwood Park system!

Question #6

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

No.

Question #7

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

No.

Question #8

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

No.

Question #9

Please state where you heard about the board opening.

I currently serve as the Vice Chair of the Park Board & have served actively since 2005.

James Richard Hood

City of Brentwood | Generated 3/29/2023 @ 2:55 pm by OnBoard2 - Powered by ClerkBase

Status

Name	James Richard Hood
Application Date	12/6/2022
Expiration Date	12/5/2023
Board Member	James Richard Hood
Status	Validated

Board	Vacancies	Status
Park Board	0	Pending

Basic Information

Name	James Richard Hood
Spouse's name (If applicable)	Elyse Hood
Spouse's Current or Former Employer if Retired	Famer's Insurance
Spouse's Job Title	Owner

Contact Information

Address	9228 carrisbrook lane brentwood, TN
Phone	5027272667
Email	richardhood22@hotmail.com

Occupation

Employer	Retired (Principal Financial Group)
Job Title	N/A

Other Questions

Question #1

Employment Status	Employed
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Question #2

How many years have you lived in Brentwood?	13
---------------------------------------------	----

Question #3

Subdivision (If you do not live in a subdivision, please type NA.)	Annandale
--------------------------------------------------------------------	-----------

Question #4

Please provide a detailed description of your community involvement below:	Greatest involvement has been through coaching youth sports through Brentwood Ball Club.
----------------------------------------------------------------------------	------------------------------------------------------------------------------------------

Question #5

Please provide a brief summary of why you would like to serve on this board:	I've recently retired and now have time and energy to give back. Brentwood parks have been a big part of our families experience as residents over the last dozen+ years and I'd like to be involved in seeing them continue to thrive and grow for our community.
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Question #6

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:	no
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Question #7

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

no

Question #8

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

no

Question #9

Please state where you heard about the board opening.

Nelson Andrews made me aware of the board's presence and function.

Generated 3/29/2023 @ 2:55 pm

Jake Martin

City of Brentwood | Generated 3/29/2023 @ 2:55 pm by OnBoard2 - Powered by ClerkBase

Status

Name Jake Martin
Application Date 7/12/2022
Expiration Date 7/11/2023
Board Member [Jake Martin](#)
Status Validated

Board	Vacancies	Status
Park Board	0	Pending

Basic Information

Name
Jake Martin
Spouse's name (If applicable)
Daphne Martin
Spouse's Current or Former Employer if Retired
Mother
Spouse's Job Title
Mother

Contact Information

Address
5201 lake court
Brentwood, TN
Phone
[9012335584](#)
Email
martinjake744@gmail.com

Occupation

Employer
One America
Job Title
Regional VP

Other Questions

Question #1

Employment Status
Homemaker

Question #2

How many years have you lived in Brentwood?
5

Question #3

Subdivision (If you do not live in a subdivision, please type NA.)
Meadow lake

Question #4

Please provide a detailed description of your community involvement below:
Youth sports coach and Brentwood country club golf committee

Question #5

Please provide a brief summary of why you would like to serve on this board:
I have smaller children who are present in these parks. With the growth moving into Brentwood I think the parks could capitalize and become even stronger than what they currently are.

Question #6

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:
No

Question #7

Do you or any member of your immediate family, your employer or any association/community group with

which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

Question #8

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

No

Question #9

Please state where you heard about the board opening.

Social media

Generated 3/29/2023 @ 2:55 pm

Mrs. Kathy Armistead Olen

City of Brentwood | Generated 3/29/2023 @ 2:55 pm by OnBoard2 - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Mrs. Kathy Armistead Olen	Park Board	0	Pending
Application Date	3/3/2023			
Expiration Date	3/1/2024			
Board Member	Kathy Armistead Olen			
Status	Validated			

Basic Information

Name
Mrs. Kathy Armistead Olen

Spouse's name (If applicable)
William Olen

Spouse's Current or Former Employer if Retired
Streetlane Homes

Spouse's Job Title
Senior Regional Field Manager, Field Operations

Contact Information

Address
611 Shenandoah Drive
Brentwood, TN

Phone
6155855690

Email
kathy@atticusbrandpartners.com

Occupation

Employer
Atticus Brand Partners

Job Title
President

Other Questions

Question #1

Employment Status
Employed

Question #2

How many years have you lived in Brentwood?
in Aug it will be 15 years, I bought our house in 2008

Question #3

Subdivision (If you do not live in a subdivision, please type NA.)
Carondelet

Question #4

Please provide a detailed description of your community involvement below:
current member of Leadership Brentwood Class of 2023, have been asked to attend meeting regarding talent for Crockett Park concert series by Deana Lambert, member of BUMC, co-chair of Carondelet 4th of July parade for many years, have volunteered for several community projects since moving here

Question #5

Please provide a brief summary of why you would like to serve on this board:
I was the Director of Marketing & Sales for Starwood Amphitheatre here for many years, then moved to accept same position when we built the Nashville Arena (now Bridgestone). I had to extensively work with many areas of government and City departments including Codes, Historic Preservation, Tourism, Downtown Partnership, Nashville Convention & Visitors Corp. I left in 2000 to join the William Morris Agency to launch the first specialty agent in the areas of Brand Partnerships where I worked with national brands and our roster of artists to create tour sponsorships, special events & festivals as part of the program, along with endorsements, commercials, and retail programs. I left to start our agency in 2011, Atticus Brand Partners, from my Brentwood home office. Our core services include talent buying and consulting with

city officials and national brands to source talent for concerts, festivals and special events. Examples have been Sea Ray Boats Aquapalooza on Lake Travis in Austin, TX, Chevy private concert with Brad Paisley for veterans on aircraft carrier, Rock the South in Cullman, AL (I headed the sponsorship area), booked headline talent for Clarksville TN Riverfest last year, and am currently working with the Mayor's office to book talent for their Centennial Celebration in April. I also book private and special event talent for national brand clients, such as Bridgestone's Music City Grand Prix party, Wells Fargo annual private events, to name a couple. I live in Carondelet and am very interested in being active in the Windy Hill Park development in whatever way I can contribute.

Question #6

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

no

Question #7

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

no

Question #8

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

none

Question #9

Please state where you heard about the board opening.

I attended a City Commission meeting recently with Leadership Brentwood and inquired with Lynn Tucker about my interest in the Park Board. She encouraged me to apply.

Mr Ryan Reid

City of Brentwood | Generated 3/29/2023 @ 2:55 pm by OnBoard2 - Powered by ClerkBase

Status

Name	Mr Ryan Reid
Application Date	12/19/2022
Expiration Date	12/18/2023
Board Member	Ryan Reid
Status	Validated

Board	Vacancies	Status
Park Board	0	Pending

Basic Information

Name	Mr Ryan Reid
Spouse's name (If applicable)	Jackie
Spouse's Current or Former Employer if Retired	ICU Security
Spouse's Job Title	Accounts P/R

Contact Information

Address	1607 Robby Court Brentwood, TN
Phone	6155170417
Email	ryan@icusecurityinc.com

Occupation

Employer	ICU Security
Job Title	Owner since 1999

Other Questions

Question #1

Employment Status	Employed
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Question #2

How many years have you lived in Brentwood?	Was born here.
---------------------------------------------	----------------

Question #3

Subdivision (If you do not live in a subdivision, please type NA.)	Brenthaven
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Question #4

Please provide a detailed description of your community involvement below:	Past President and current member of BNI Williamson Co. since 2004, and Chater member of Lions since 2010.
----------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

Question #5

Please provide a brief summary of why you would like to serve on this board:	I'm a current member of the Park board and I'm on the Tree board as the Park board representative. I feel that my time and efforts are just starting to be needed.
------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------

Question #6

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:	No
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----

Question #7

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship	
------------------------------------------------------------------------------------------------------------------------------------------------------------	--

with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

Question #8

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

No

Question #9

Please state where you heard about the board opening.

Current Member

Generated 3/29/2023 @ 2:55 pm

Daniel Jerome Spann

City of Brentwood | Generated 3/29/2023 @ 2:55 pm by OnBoard2 - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Daniel Jerome Spann	Park Board	0	Pending
Application Date	2/18/2023			
Expiration Date	2/17/2024			
Board Member	Daniel Spann			
Status	Validated			

Basic Information

Name
Daniel Jerome Spann

Spouse's name (If applicable)
Amy Boyd Spann

Spouse's Current or Former Employer if Retired
Ensafe

Spouse's Job Title
Associate Principal

Contact Information

Address
8208 Devens Drive
Brentwood, TN

Phone
16157140400

Email
danieljspann@gmail.com

Occupation

Employer
Barge Design Solutions, Inc.

Job Title
SVP, CDO

Other Questions

Question #1

Employment Status
Employed

Question #2

How many years have you lived in Brentwood?
16 years

Question #3

Subdivision (If you do not live in a subdivision, please type NA.)
Brenthaven

Question #4

Please provide a detailed description of your community involvement below:

With the exception of being away for college at TN Tech, since I was seven years old in the summer of 1981 my entire life has revolved around Brentwood. That year my family moved to Crieve Hall from Dekalb County so my father could work at David Lipscomb and preach at Brentwood Hills church of Christ. My father became a member of the Brentwood Rotary, we went to the doctor and dentist and the then one-story Brentwood primary care and I practiced little league in an empty lot behind Forest Hills church of Christ, neither of which are there today. My mother still lives in Crieve Hall and my father has since passed away after being a resident at Wellington Place assisted living on Ward Circle. My wife (Amy Boyd Spann) and In-laws (Larry and Roxann Boyd) and bother-in-law Ryan Boyd are all long-time Brentwood residents growing up on Old Smyrna Road and attending Brentwood schools. When Amy and I returned from Tech, our first home was in the Landings Apartments in Brentwood. We purchased a starter home in Franklin where we lived for 8 years before purchasing our current and hopefully last home in Brenthaven in 2007. Amy and I attended Harpeth Hills church of Christ for many years. (where we met in high school). We are both graduates of the Citizens Police Academy in 2008. I have been an active member and am a past president of the Brentwood

Morning Rotary Club for 13 years. I was a member of the Maryland Farms and Brentwood Family YMCA for 17 years. I coached Brentwood Blaze football for three years in 2009 to 2011 for my nephew's team and I am a 2018 Leadership Middle TN Graduate. I am past board member and past board chair of Ride for Reading, a locally formed non-profit dedicated to improving literacy and healthy living for children in low income areas. I am a board member with Walk Bike Nashville and have served as a delegate the National Bike Summit in DC. I am also an avid mountain biker and cyclist. I have also served on the Brentwood Park Board since 2019. My wife and I both travel a lot for work and in doing so have gained a deeper appreciation for Brentwood every time we do.

Question #5

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

When applying for the board the last time I told the story of how we found our present home via Brentwood Park System while on a bike ride. Being able to ride or walk to the park and be connected to the things like the Library and Y are big factors in why we live where we do. When I was coaching Blaze, I rode or walked to every game and practice. We can ride quicker than drive to our nieces and nephews in Indian Point and now we can access by greenway Smith Park. The parks are important to me and my family. I would like to see them continue to strengthen and grow as the assets for quality of life and healthy living that they are for the City. My professional work and the work of my firm does involve parks and multi-modal transportation. We do work across the southeast. I would like to bring some of that experience and knowledge to the City if I can as well as my personal passions and experience in cycling.

Question #6

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

No

Question #7

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

I am not aware of any current contracts that my firm or any relationships have with the City that would be a conflict; however, I have done work for the City in the past with past firms. Most of this work was traffic or transportation infrastructure related and not specifically parks. I can provide more information about the work I have done for the City in the past if needed.

Question #8

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

If my firm chose to pursue a parks project opportunity in Brentwood there could be a conflict but I am not aware of any opportunities to do so at this time and that is not my specific

area of oversight for the firm. I can provide more detail about how we are structured and the work that we do if needed.

Question #9

Please state where you heard about the board opening.

Vicki Sanford

Generated 3/29/2023 @ 2:55 pm

Teresa Jones Wehby

City of Brentwood | Generated 3/29/2023 @ 2:55 pm by OnBoard2 - Powered by ClerkBase

Status

Name	Teresa Jones Wehby
Application Date	3/13/2023
Expiration Date	3/11/2024
Board Member	Teresa Jones Wehby
Status	Validated

Board	Vacancies	Status
Park Board	0	Pending

Basic Information

Name	Teresa Jones Wehby
Spouse's name (If applicable)	Bill Wehby
Spouse's Current or Former Employer if Retired	First Trust Home Loans
Spouse's Job Title	Regional Director

Contact Information

Address	9021 Old Smyrna Road Brentwood, TN
Phone	6154790909
Email	twehby@me.com

Occupation

Employer	n/a
Job Title	n/a

Other Questions

Question #1

Employment Status	Homemaker
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Question #2

How many years have you lived in Brentwood?	21
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Question #3

Subdivision (If you do not live in a subdivision, please type NA.)	n/a
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Question #4

Please provide a detailed description of your community involvement below:	Friends of Brentwood Library Hospitality Chairman (2022 - 2024) Brentwood Country Club 18 Hole Ladies Golf Vice Chairman (2023 - 2025) Brentwood Country Club 18 Hole Ladies Golf Chairman (2020 - 2022) Brentwood High School POGS Co-Chairman (2015 - 2019) Brentwood Country Club 9 Hole Ladies Golf Chairman (2017), Vice Chairman (2016), Secretary (2015), Hospitality (2014) Brentwood High School Fund Raising Chairman (2013 - 2014) Scales Elementary - various committees and volunteer positions (2002 - 2011)
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Question #5

Please provide a brief summary of why you would like to serve on this board:	Over the years I have often referred to living in Brentwood as "Mayberry". Although the population has certainly increased it still feels like a small town rooted in conservative values with an emphasis on things that are important to families, like beautiful public parks. I want to serve on the Brentwood Parks Board to support an already thriving resource that promotes an active, healthy community. As a mom whose children attended Brentwood public schools and were involved in sports thru the park system I can relate to the needs of Brentwood parents. As an avid walker, hiker and (former)
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runner I understand exercise enthusiasts who rely on the Brentwood city parks for daily exercise. As a home owner who lived directly across the street from the entrance to the Deerwood Arboretum and now lives a few houses down from the future Windy Hill Park I identify with homeowners who live near and frequent the city parks. And, as a long time volunteer with Brentwood Schools I recognize the need for availability of public park space for teams and events.

Question #6

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

No

Question #7

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

No

Question #8

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

No

Question #9

Please state where you heard about the board opening.

Mark Gorman

Brentwood City Commission Agenda

Meeting Date: 04/10/2023

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

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

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

Background

At the June 12, 2023 meeting, the Board of Commissioners will appoint two (2) members to the Library Board. The appointees will serve three (3) year terms expiring June 30, 2026. The two positions on the Board are currently held by Laura McClendon and Wanda Graham. Applicants must be residents of the City of Brentwood.

Applications must be submitted by May 15, 2023 to the City Recorder at Brentwood City Hall, 5211 Maryland Way, by mail to P. O. Box 788, Brentwood, TN 37024-0788 or online at the City's website - www.brentwoodtn.gov.

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

Staff Recommendation

n/a

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 04/10/2023

Approval to Purchase a 2022 Ford F-350 XL Pickup Truck from Ourisman Ford

Submitted by: Brian Goss, Fire & Rescue

Department: Fire & Rescue

Information

Subject

Approval to Purchase a 2022 Ford F-350 XL Pickup Truck from Ourisman Ford

Background

At the August 8, 2022, City Commission meeting, the Fire & Rescue Department was authorized to purchase a Ford F-350 4X4 pickup truck off of the Tennessee statewide contract in the amount of \$54,480.00. At that time Ford was not accepting orders, but the paperwork was submitted to Murfreesboro Ford to be filed when the order window was opened. Upon following up on our order this week, we learned that this never happened. Between the narrow ordering window, manufacturing delays, limited allocation, and an admitted oversight by the dealership, our order did not get placed, and therefore we are not in the queue. This means that they will be unable to fulfill the order this fiscal year.

Once staff learned of this, we conducted a nationwide search in an attempt to source an available pickup truck that met our specifications. After identifying eight possible candidates from five states, we contacted those dealerships only to be told that seven of the trucks we had found had been sold and/or were already allocated. One pickup truck, a new 2022 F-350 4X4 located at Ourisman Ford in Manassas, Virginia was still available due to an order cancelation. The dealer agreed to hold the vehicle via a small refundable deposit, but would not guarantee the hold beyond the next week. The cost of this truck is slightly more than that previously approved since it contains additional options not specified in our original order. This places the cost at \$57,311.69 or \$2,831.69 more than originally presented.

Given the extremely limited availability of these vehicles, extended manufacture timeframes, anticipated price increases, and uncertainty of when ordering windows may open, the Fire & Rescue Department is requesting a waiver of competitive bidding in order for us to acquire this vehicle immediately.

Please contact the Fire Chief with any questions you may have.

Staff Recommendation

Staff recommends approval to purchase a 2022 Ford F-350 XL Pickup Truck from Ourisman Ford in Manassas, Virginia.

Previous Commission Action

August 8, 2022 Agenda Item #6910.

Fiscal Impact

Amount : \$57,311.69

Source of Funds: Equipment Replacement Fund

Account Number: 310-42200-89520

Fiscal Impact:

As no funds were ever expended for the original order, funds remain available in the Equipment Replacement Fund as originally allocated in the FY 2023 budget.

Attachments

Buyer's Order

Search Results

Photo

8980 Mathis Ave.
Manassas, Virginia 20110
703-368-3231

BUYERS ORDER

4/7/2023
11:01 AM

VER 040722



DATE OF SALE: 04/07/2023
CUSTOMER #: 110724

STOCK #: C224147
DEAL #: 46922

PURCHASER'S NAME: BRENTWOOD FIRE AND RESCUE TIN: DOB:
CO-PURCHASER'S NAME: TIN: DOB:
ADDRESS: 5211 MARYLAND WAY COUNTY:
CITY: BRENTWOOD STATE: TN ZIP: 37027
HOME PHONE: BUSINESS PHONE:
SALE TYPE: ☒ NEW ☐ USED ☐ DEMO FLEET ID#: 0 FAX #: CELL PHONE: 615-371-2268
END USER FIN: 0 E-MAIL: BRIAN.GOSS@BRENTWOOD.GOV

PURCHASED VEHICLE		INSURANCE INFORMATION	
YR:	2022	INS CO.:	
MAKE:	FORD	POLICY #:	
MODEL:	F-350	AGENT:	
VIN:	1FT8W3BN6NEF99119	ADDRESS:	
COLOR:	RACE RED	City, State, Zip:	
BODY:	CREW CAB LWB	PHONE#:	COMP: \$0.00
SERIAL#:	0	FAX#:	COLL: \$0.00
MILEAGE:	5	E-MAIL:	\$0.00

TRADE #1		TRADE #1 PAYOFF INFORMATION	
YR:	0	LIENHOLDER:	0
MAKE:	0	ACCT#:	0
MODEL:	0	ADDRESS:	0
VIN:	0	City, State, Zip:	0
MILES:	0	PHONE:	FAX#:
COLOR:	0	PAYOFF:	GOOD UNTIL: 01/00/00
ALLOWANCE:	\$0.00	QUOTED BY:	0

TRADE #2		TRADE #2 PAYOFF INFORMATION	
YR:	0	LIENHOLDER:	0
MAKE:	0	ACCT#:	0
MODEL:	0	ADDRESS:	0
VIN:	0	PHONE:	FAX#:
MILES:	0	PAYOFF:	GOOD UNTIL: 01/00/00
COLOR:	0	QUOTED BY:	0
ALLOWANCE:	\$0.00		

COMMENTS:	SELLING PRICE		\$ 57,240.00
	DEALER PROCESSING FEE		\$ -
	TOTAL		\$ 57,240.00
	TAX RATE:	0.000%	STATE TITLE TAX \$ -
	(VA. CODE 58.1-3734.1) DEALER'S BUSINESS LICENSE TAX		\$ 68.69

FEDERAL EXCISE TAX (F.E.T.)		\$ -
DMV ONLINE FEE		\$ -
NEW TAGS / TEMP. TAG ONLY / TITLE ONLY / TRANSFER TAG		LICENSE / TAG / REGISTRATION FEE \$ 3.00
TOTAL CASH DELIVERED PRICE		\$ 57,311.69

CREDITS						CASH / CHECK / CREDIT CARD	DEPOSIT SUBMITTED WITH ORDER	\$	-
ALLOWANCE FOR USED CAR TRADE-INS, AS APPRAISED :						\$	-	\$	-
LESS PAY-OFF BALANCE OWED TO - (CUSTOMER RESPONSIBLE FOR P/O ACCURACY) :						\$	-	\$	-
						CASH TO BE PAID AT TIME OF DELIVERY		\$	-
REBATE PROGRAM #s	0	0	0	0	0	REBATE APPLIED AS DOWN PAYMENT		\$	-
TOTAL								\$	57,311.69

SALESPERSON	ALAN GADDY	SERVICE CONTRACT @	\$ -	Plus 3% Tax of	\$ -	\$ -
EMP ID #:	154	BALANCE DUE ON DELIVERY		\$ 57,311.69		

MANAGER'S SIGNATURE

CUSTOMER SIGNATURE

List of vehicles meeting specifications located during nationwide search:

• 2022 Ford F-350 XL 4X4, 6.2L V-8, 0 miles	\$53,910.00	Bredemann Ford, Glenview, IL	Sold
• 2022 Ford F-350 XL 4X4, 6.2L V-8, 0 miles	\$54,105.00	Bredemann Ford, Glenview, IL	Sold
• 2023 Ford F-350 XLT 4X4, 7.3L V-8, 15 miles	\$58,145.00	Tasca Ford Berlin, Berlin, CT	Sold
• 2022 Ford F-350 XL 4X4, 7.3L V-8, 4 miles	\$57,240.00	Ourisman Ford, Manassas, VA	Available
• 2023 Ford F-350 XL 4X4, 6.8L V-8, 0 miles	\$57,590.00	Holt Motors, Cokato, MN	Allocated
• 2022 Ford F-350 XLT 4X4, 6.2L V-8, 23 miles	\$56,270.00	Van Bortel Ford, Rochester, NY	Allocated
• 2022 Ford F-350 XL 4X4, 7.3L V-8, 4 miles	\$57,130.00	Ourisman Ford, Manassas, VA	Sold
• 2023 Ford F-350 XL 4X4, 7.3L V-8, 0 miles	\$55,595.00	Holt Motors, Cokato, MN	Allocated

