Agenda for the Regular Meeting of Board of Commissioners
Monday, December 8, 2025 - 7:00 pm
Brentwood City Hall

Call to Order by Mayor
Roll Call
Invocation by Mayor Andrews
Pledge of Allegiance to the Flag by Commissioner Donahue
Police Department Recognition - Detective Sergeants Shawn Groves and Brent Rowsey

Approval or Correction of Minutes

November 24, 2025

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. A sign-in sheet will be provided fifteen (15) minutes prior to the start of the meeting. Anyone wishing to speak may, but are not required to, sign in.*

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

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

Consent Agenda

1. Resolution 2025-86- A RESOLUTION AUTHORIZING THE USE OF A COMPETITIVE SEALED PROPOSALS PROCESS FOR A FIREWORKS VENDOR PURSUANT TO SECTION 2-209 OF THE BRENTWOOD MUNICIPAL CODE, for adoption
2. Resolution 2025-87 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH REED & SHOWS METER SOLUTIONS, LLC FOR WATER SYSTEM METER TESTING, for adoption

3. Resolution 2025-88 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH 3-T TENTS AND EVENTS, LLC FOR TENT RENTAL SERVICES AT RAVENSWOOD MANSION, for adoption
4. Resolution 2025-89 - A RESOLUTION ADOPTING NEW GUIDELINES AND POLICIES FOR USE OF THE RAVENSWOOD MANSION IN MARCELLA VIVRETTE SMITH PARK
5. Resolution 2025-90 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST PUBLISHING CORPORATION, A THOMSON REUTERS BUSINESS, FOR SUBSCRIPTIONS TO LEGAL PUBLICATIONS AND ONLINE DATABASES, for adoption
6. Resolution 2025-91 - A RESOLUTION REPEALING THE PREVIOUS SPEED HUMP AND TRAFFIC CALMING POLICIES AND ADOPTING A COMBINED TRAFFIC CALMING AND SPEED HUMP POLICY
7. Resolution 2025-92 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH ALTERNATIVE ENERGY PRODUCTS, LLC FOR WOOD WASTE GRINDING AND REMOVAL SERVICES, for adoption
8. Approval to pay invoice for GNRC annual dues
9. Approval to purchase Combination Hydro Excavator/Vacuum Assist Machine for Water Department
10. Approval to purchase traffic switches
11. Cancellation of Board of Commissioners' meeting scheduled for December 22, 2025

Old Business

1. Other old business

New Business

1. Other new business
   a. Notice of future appointments of four (4) members to the Historic Commission (for information only)

Jason Gage
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: 12/08/2025
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 November 24, 2025 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments
Draft Minutes

D R A F T

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, November 24, 2025 at 7:00 pm at Brentwood City Hall.

Present:	Mayor Nelson Andrews; Vice Mayor Rhea Little; Commissioner Janet Donahue; Commissioner Anne Dunn; Commissioner Kim Gawrys; Commissioner Stevan Pippin; Commissioner Ken Travis
Staff Present:	City Manager Jason Gage; Assistant City Manager Jay Evans; City Attorney Kristen Corn; City Recorder Holly Earls

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

Approval or Correction of Minutes

November 10, 2025

Moved by Commissioner Ken Travis for approval of the minutes as written, seconded by Commissioner Janet Donahue

Vote: 7 - 0 Approved - Unanimously

Consent Agenda

Ordinance 2025-09 - AN ORDINANCE AMENDING THE MUNICIPAL CODE BY REVISING CHAPTER 14, ARTICLE III, SECTIONS 14-72(a) REGARDING SQUARE FOOTAGE CONSTRUCTION COSTS FOR CALCULATION OF BUILDING PERMIT FEES, for consideration on second and final reading

Resolution 2025-82 - A RESOLUTION AUTHORIZING ADOPTION OF THE PROPOSED GROUP HEALTH INSURANCE PLAN FOR CITY EMPLOYEES FOR CALENDAR YEAR 2026, for adoption

Resolution 2025-83 - A RESOLUTION ACCEPTING A RENEWAL PROPOSAL FROM MEDICAL BENEFITS ADMINISTRATORS, INC. (“MEDBEN”) FOR PHARMACY BENEFIT MANAGEMENT FOR CALENDAR YEAR 2026

Resolution 2025-84 - A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM BARDON INSURANCE GROUP FOR STOP LOSS INSURANCE COVERAGE FOR CALENDAR YEAR 2026, for adoption

Resolution 2025-85 - A RESOLUTION AUTHORIZING ACCEPTANCE OF A RENEWAL PROPOSAL FROM BLUE CROSS BLUE SHIELD OF TENNESSEE FOR VISION INSURANCE COVERAGE FOR CALENDAR YEAR 2026, for adoption

Approval to purchase a pickup truck for the Planning & Codes Department

Moved by Vice Mayor Rhea Little for approval of the items on the Consent Agenda, seconded by Commissioner Janet Donahue

Vote: 7 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:30 pm.

APPROVED _____

Holly Earls, City Recorder

Consent 1.

Brentwood City Commission Agenda

Meeting Date: 12/08/2025

Res 2025-86 - Authorization to use a Competitive Sealed Proposals Process for Procurement of Fireworks Vendor for Independence Day Celebration

Submitted by: Charles Booth, Community Relations

Department: Community Relations

Information

Subject

Resolution 2025-86 - Authorization to use a Competitive Sealed Proposals Process for the Procurement of a Fireworks Vendor for the Independence Day Celebration

Background

In order to procure the fireworks display for the City's 2026 Independence Day Celebration at Crockett Park (also known as "Red, White, and Boom!"), which will also serve as the nation's 250th Anniversary, staff requests authorization to use a competitive sealed proposals process. Typically, the City advertises the value of the contract as part of the solicitation, and requests vendors to submit shell counts and sizes. Staff then does both quantitative and qualitative evaluations of the proposals to determine the best value. Though responding firms are typically well qualified and have produced shows of similar size and scale, the experience and qualifications of responding vendors is also a consideration in proposal evaluations.

The City is also looking for a one-time increase in budget for the 250th anniversary aspect of July's Red, White, and Boom, to make for a more celebratory experience.

Because qualifications, experience, and competence are important factors in this procurement in addition to fees, staff is requesting City Commission approval to use a competitive sealed proposal process to find the best vendor for these services.

Staff Recommendation

Staff recommends approval of the attached resolution authorizing use of a competitive sealed proposal process for procurement of a fireworks vendor for the 2026 Independence Day Celebration show.

Previous Commission Action

In February 2023, the City awarded a contract to PyroShows, with two renewals, for Brentwood's Red, White, and Boom fireworks show.

Fiscal Impact

Amount : $50,000

Source of Funds: Special Events

Account Number: 110-41680-82590

Fiscal Impact:

The City is looking to double the price of the show for only the 2026 year, creating a bigger experience, and then returning to a traditional show (with a similar price to 2025, plus inflation costs), for the remaining two years of the contract.

Attachments

Resolution 2025-86

RESOLUTION 2025-86

AN RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE USE OF A COMPETITIVE SEALED PROPOSALS PROCESS FOR PROCUREMENT OF A FIREWORKS VENDOR

WHEREAS, state law and Section 2-209 of the Brentwood Municipal Code acknowledge that there are occasions when the use of competitive bids may not be practical or advantageous to the City when qualifications, experience, or competence are more important than price in making a purchase; and

WHEREAS, in such cases, the use of a competitive sealed proposal procurement method will assist in choosing the best solution; and

WHEREAS, the City seeks to obtain a fireworks vendor for the 2026 Independence Day Celebration, and qualifications, experience, and competence are important factors in this procurement. Staff will also need to evaluate qualitative aspects of the proposals, including the sizes of the shells the vendor will use, necessitating the use of a competitive sealed proposal procurement process.

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

SECTION 1. That City staff are hereby authorized to use a competitive sealed proposal process for the procurement of a fireworks vendor.

SECTION 2. Such process shall be undertaken in accordance with the provisions of Tenn. Code Ann. § 12-3-1207 and Section 2-209 of the Brentwood Municipal Code.

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 Nelson Andrews

ADOPTED: _____

Approved as to form:

_____ _____

RECORDER Holly Earls CITY ATTORNEY Kristen L. Corn

Consent 2.

Brentwood City Commission Agenda

Meeting Date: 12/08/2025

Res 2025-87 - Approval of agreement with Reed & Shows Meter Solutions, LLC for water system meter testing

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Resolution 2025-87 - Approval of agreement with Reed & Shows Meter Solution, LLC for water system meter testing.

Background

Accurate metering of customer water usage is a critical element of efficient Water Services Department operations. As larger meters age, their ability to accurately measure a customer's water consumption diminishes, resulting in a higher percentage of unaccounted for (or unbilled) water. Therefore, it is necessary for the Department to routinely inspect, repair and test all of the system's water meters. Department staff regularly tests or replaces aging, smaller meters that are associated with a typical residence. However, larger meters (from two to ten inches) that are installed on most commercial or institutional customers' domestic and fire service lines require greater expertise and larger testing equipment than the Department has the capability to perform. These larger meters, about 360 devices in Brentwood's system, are tested, repaired, and calibrated in the field periodically by an experienced, competent, outside contractor to ensure they are performing within acceptable American Water Works Association (AWWA) standards.

In order to ensure the most competitive pricing for these larger meter testing services, the Department routinely solicits bids from competent contractors that specialize in these large meter testing services. The services sought are to first test the meter in the field and if found to be inaccurate or in need of repair, to make the necessary repairs, place the meter back into service, and perform a retest. This process is repeated until the meter meets industry standards for accuracy or determined it is need of replacement.

On October 30, 2025, the Department received bids from two contractors qualified to perform these services. Upon review of each firm's qualifications, discussing their performance with listed references and overall submitted pricing, staff determined that the best proposal was submitted by Reed and Shows Meter Solutions, LLC of Douglasville, Georgia in the amount of $80,775.00 annually. The terms of the agreement allow for annual renewals for up to two additional one-year periods allowable increases to the contract tied to the Consumer Price Index. Reed and Shows has performed work throughout the southeast and for Brentwood in the past and is a very competent firm to provide these services. Accordingly, the Department is recommending that an agreement with Reed and Shows, Meter Solutions be approved in the

amount of $80,775.00. Please direct any questions to the Water Services Director.

Staff Recommendation

Staff recommends approval.

Fiscal Impact

Amount :	$80,775.00
Source of Funds:	Water & Sewer
Account Number:	412-52310-82599
Fiscal Impact:	

Attachments

Resolution 2025-87
COB Contract # 2025-141
Bid Tabulation

RESOLUTION 2025-87

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND REED & SHOWS METER SOLUTIONS, LLC FOR WATER SYSTEM METER TESTING, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood, Tennessee and Reed & Shows Meter Solutions, LLC for water system meter testing, 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 Nelson Andrews

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is hereby made and entered into this 30th day of October 2025 by and between the City of Brentwood, hereafter called "Owner," and Rood and Shaw's Motor Sch hereafter called "Contractor."

The said parties, for the considerations hereinafter mentioned, hereby agree to the following:

1. The Contractor agrees to provide all of the material and labor required to perform the following work for:

   Testing of Large Water Meters, Described as 1.5 inch and Larger

   The Contractor's work shall be performed in conformance with the Project Instructions outlined in the Bid Documents prepared by Owner for the project and Contractor's Proposal submitted October 30, 2025.

2. The Owner hereby agrees to pay the Contractor for the aforesaid materials and labor, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work and for general labor and repair parts as indicated in the Contractor's Proposal attached hereto, which represents the proposed price, in the following manner:

   In monthly installments per approved payment requests.

3. The Contractor agrees that the various portions of the above-described work shall be entirely completed within 90 days of being issued a Notice to Proceed.

4. The Contractor agrees to provide and pay for all materials, tools and equipment required for the prosecution and timely completion of the work. Unless otherwise specified, all materials shall be new and of good quality. The City will provide as part of this project:

   - Access to the sites
   - Assist in the operation of system valves

5. In the prosecution of the work, the Contractor shall employ a sufficient number of workers, skilled in their trades to suitably perform the work.

6. All changes and deviations in the work ordered by the Owner must be in writing, the contract sum being increased or decreased accordingly by the Contractor. Any claims for increases in the cost of the work must be presented by the Contractor to the Owner in writing, and written approval of the Owner shall be obtained by the Contractor before proceeding with the ordered change or revision.

7. The Owner, Owner's representative and public authorities shall at all times have access to the work.

8. The Contractor agrees to re-execute any work which does not conform to the requirements of the project, warrants the work performed, and agrees to remedy any defects resulting from faulty materials or workmanship which shall become evident during a period of one year after completion of the work.

9. The Contractor agrees to maintain full insurance, with limits of no less than $1,000,000, against claims for property damage, bodily injury or death during the progress of the work, in the Contractor's own name and that of the Owner. Prior to commencing work, the Contractor shall provide the City with appropriate certification of insurance, naming the City as an additional insured. Further, the Contractor shall fully execute the attached indemnification release and provide an executed copy to the Owner.

10. In the event the Contractor is delayed in the prosecution of the work by acts of God, fire, flood or any other unavoidable casualties; or by labor strikes, late delivery of materials; or by neglect of the Owner; the time for completion of the work shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

11. Neither the Owner nor Contractor shall have the right to assign any rights or interest occurring under this agreement without the written consent of the other, nor shall the Contractor assign any sums due, or to become due, to the Contractor under the provisions of this agreement.

12. The term of this Agreement shall extend for one year from its effective date, and automatically renews annually for two additional one-year periods with the consent of the Contractor. Compensation for work performed by Contractor during the renewal periods shall be at rates to be agreed upon in the Contractor's proposal with an allowable annual increase in accordance with the prior, full, twelve month published Consumer Price Index for Urban Consumers (CPI-U) from the effective date of this Agreement as reported by the U.S. Bureau of Labor Statistics, not to exceed 5% annually. Notwithstanding the foregoing, either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, Owner shall pay to Contractor all amounts owed for work completed and accepted, to Contractor under this Agreement,.

13. This agreement shall be interpreted under laws of the State of Tennessee.

14. Attorney's fees and court costs shall be paid by the defendant in the event that judgment is obtained to enforce this agreement or to seek remedy for any breach thereof.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year written above.

CITY OF BRENTWOOD

By: _____
Mayor

CONTRACTOR:
Contractor Name Here

By: William Shows

Title: Owner / President

HAYLEE RAY NOTARY PUBLIC Exp. June 20, 2026 COWETA COUNTY, GA

5211 MARYLAND WAY
BRENTWOOD, TN 37024-0788
(615) 371-0060
www.brentwoodtn.gov

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

State of Georgia)
) SS
County of Carroll)

Affiant, William Shows, deposes and makes oath that:

(printed name of person signing Affidavit)

1. He or she is the Owner of (Owner or Authorized Partner, Officer, Representative or Agent of Owner) Rood and Shows Motor Sales (legal name of entity submitting bid or bid) the Bidder or Bidder who has submitted the attached bid or bid;

2. The Bidder or Bidder is fully informed respecting the preparation and content of the attached bid or bid and of all pertinent circumstances respecting such bid or bid;

3. Such bid or bid is genuine and is not a collusive or sham bid or bid;

4. Neither the said Bidder or Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or bidder to submit a collusive or sham bid or bid in connection with the contract for which the attached bid or bid has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or bidder to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;

5. The price or prices quoted in the attached bid or bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and

6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

(signature of Affiant)

President + Owner
(title of Affiant)

Sworn and subscribed to before me this 30 day of October, 2025

My Commission Expires: 06/20/2026

HAYLEE RAY
NOTARY
PUBLIC
Exp. June 20, 2026
COWETA COUNTY, GA

INDEMNITY RELEASE

Reed and Shaws Motor Solutions (the "Contractor") does hereby release, hold harmless and indemnify the City of Brentwood, Tennessee and each of its officers, employees and agents from any liability or claims (including reasonable attorneys' fees and costs) which may be asserted in regard to personal injuries or property damage, real or alleged, arising out of operations to be conducted by or on behalf of the Contractor.

By: _____
Authorized official

Print Name: William Shaws

Title: President / Owner

STATE OF Georgia

COUNTY OF Carroll

Sworn to and subscribed before me this 30 day of October, 2016.25

_____
Notary Public

My commission expires: 06/20/2026

HAYLEE RAY
NOTARY PUBLIC
Exp. June 20, 2026
COWETA COUNTY, GA

5211 MARYLAND WAY
BRENTWOOD, TN 37024-0788
(615) 371-0060
www.brentwoodtn.gov

IRAN DIVESTMENT ACT REQUIREMENTS

Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is to be posted on the website of the State of Tennessee. When competitive bidding is required, *Tennessee Code Annotated* § 12-12-111 requires every bid or bid submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to *T.C.A.* § 12-12-106.

Signature _____ Date 10/30/25

William Shows — Printed Name

Owner / President — Title

Reed and Shows Motor Solutions — Name of Firm/Company

_____

HAYLEE RAY NOTARY PUBLIC COWETA COUNTY, GA Exp. June 20, 2026

STATEMENT OF QUALIFICATIONS

Reed and Shows Meter Solutions has been involved in the large meter test and repair business for over 46 years. In 2024, our company tested approximately 7000 water meters and recalibrated those that did not conform to the accuracy standards established by the AWWA.

William Shows- Owner/ President

Education: J.D.- Florida Coastal School of Law
B.A.- University of Alabama

Experience:

- Supervised and managed over 1500 water meter testing, repair and replacement projects
- Presenter at GRWA, TAUD, AND Sensus Symposium on AWWA Testing Procedures for Small and Large Water Meters.
- OSHA Certified in Confined Space Entry

David Emert- Vice President and Foreman for Tennessee Region

Experience:

- Hallsdale Powell Utility District- 25 Years as Meter Foreman and Inventory Manger
- Water Distribution and Collections License, State of Tennessee
- Supervised and Managed over 5000 Meter Calibration Projects
- Expert at Testing and Repairing all Meter Makes and Models
- OSHA Certified in Confined Space Entry

PERSONNEL ON CITY OF BRENTWOOD PROJECT

Robert Falconer- Meter Technician and Foreman for Middle Tennessee Region

Experience:

- Hendersonville Utility District- 22 Years as Water Meter Foreman
- Managed HUD's Conversion to Sensus AMI
- Water Distribution and Collection License, State of Tennessee
- Managed Over 300 Water Meter Repair and Replacement Projects
- OSHA Certified in Confined Space Entry

Steve Bolinger- Meter Technician and Foreman for Middle Tennessee and West Tennesse Region

Experience:

- Madison Utility, Madison, TN- 19 Years as Water Meter Tech and Operations Lead
- Managed Madison's Neptune Meter Installation Project
- Managed Over 2000 Water Meter Repair and Replacement Projects
- OSHA Certified in Confined Space Entry

James Staples- Meter Technician and Foreman for Atlanta Region

Experience:

- Meter Technician and Supervisor for over 15 years.
- Has managed over 5000 large meter testing projects.
- OSHA Certified in Confined Space Entry

EXPERIENCE OF KEY PERSONNEL ON METER TESTING PROJECTS

Reed and Shows Meter has specialized in testing water meters ranging in size from 5/8" – 20" since 1978. We have a Ford Test Bench with certified tanks at our shop to test meters ranging in size from 5/8"-2". In regard to field testing, we use the Sensus Omni V2 Meter Tester with resettable registers that allow our meter technicians to test all meters ranging in size from 2" -12". Also, all the techs are proficient in Sensus Field Logic to allow exact calibrations of all Sensus meters. When testing meters that are larger than 12" we use our GE Panametrics and Fuji Ultrasonic Flow Meter using dual transducers.

All our personnel that are involved in our meter testing projects are highly trained in using all the test equipment that is listed above. All our personnel are highly trained in the AWWA Manual M6 recommended testing guidelines.

REFERENCES

HENDERSONVILLE UTILITY DISTRICT, HENDERSONVILLE, TN

CONTACT:
JUAN ROMAN: WATER DISTRIBUTION SUPERVISOR- (615) 590-2992

TOHO WATER AUTHORITY, KISSIMMEE, FL

CONTACT:
LACORY WALKER: WATER METER DIVISION SUPERVISOR: (407) 944-5000

CONSOLIDATED UTILITY DISTRICT, MURFREESBORO, TN

CONTACT:
KEVIN HICKERSON: METER AND LEAK TECH MANAGER: (615) 893- 7225

FULTON COUNTY WATER SYSTEM, FULTON COUNTY, GA

CONTACT:
JASON DEPAS: WATER METER MANAGER: (404) 612-4000

HARPETH VALLEY UTILITY DISTRICT, NASHVILLE, TN

CONTACT:
GREG GREER: WATER METER DEPARTMENT FOREMAN: (615) 352- 7076

Water Services Department
City of Brentwood, TN
Large Water Meter Testing - Bid Results
Bid Date: 10/30/25; 10:00 a.m. CST

PART A, TEST PRICE				Reed & Shows Meter Solutions LLC		Vanguard Utility Service, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	8 inch x 2inch	25	EA	$250.00	$6,250.00	$325.00	$8,125.00
2	6 inch x 2inch	67	EA	$250.00	$16,750.00	$325.00	$21,775.00
3	10 inch	1	EA	$250.00	$250.00	$325.00	$325.00
4	8 inch	8	EA	$250.00	$2,000.00	$325.00	$2,600.00
5	6 inch	27	EA	$250.00	$6,750.00	$325.00	$8,775.00
6	4 inch x 1-1/2 inch	6	EA	$250.00	$1,500.00	$285.00	$1,710.00
7	4 inch	20	EA	$250.00	$5,000.00	$285.00	$5,700.00
8	3 inch	28	EA	$250.00	$7,000.00	$285.00	$7,980.00
9	1-1/2 to 2 inch	180	EA	$175.00	$31,500.00	$185.00	$33,300.00
	Total				**$77,000.00**		**$90,290.00**
					$77,000.00		$90,290.00

RE-TEST PRICE				Reed & Shows Meter Solutions LLC		Vanguard Utility Service, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
10	8 inch x 2inch	3	EA	$50.00	$150.00	$225.00	$675.00
11	6 inch x 2inch	5	EA	$50.00	$250.00	$225.00	$1,125.00
12	10 inch	1	EA	$50.00	$50.00	$225.00	$225.00
13	8 inch	1	EA	$50.00	$50.00	$225.00	$225.00
14	6 inch	3	EA	$50.00	$150.00	$227.50	$682.50
15	4 inch x 1-1/2 inch	1	EA	$50.00	$50.00	$200.00	$200.00
16	4 inch	2	EA	$50.00	$100.00	$200.00	$400.00
17	3 inch	3	EA	$50.00	$150.00	$200.00	$600.00
18	1-1/2 to 2 inch	15	EA	$50.00	$750.00	$130.00	$1,950.00
	Total				**$1,700.00**		**$6,082.50**
					$1,700.00		$6,082.50

REPAIR PARTS & LABOR				Reed & Shows Meter Solutions LLC		Vanguard Utility Service, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
19	Percent Mark Up on Repair Parts Cost (Add a % Markup for the Unit Cost)	500	Dollars	15.0%	$575.00	20.0%	$600.00
20	Total Repair Crew, Hourly Labor Charge	20	Total - Per Hour	$75.00	$1,500.00	$125.00	$2,500.00
	Total				**$2,075.00**		**$3,100.00**

BID TABULATION RESULTS	**$80,775.00**		**$99,472.50**

Consent 3.

Brentwood City Commission Agenda

Meeting Date: 12/08/2025

Res 2025-88 - Authorizing a contract with 3-T Tents and Events, LLC, for Tent Rental Services at Ravenswood

Submitted by: Charles Booth, Community Relations

Department: Community Relations

Information

Subject

Resolution 2025-88 - Authorizing a contract with 3-T Tents and Events, LLC, for Tent Rental Services at Ravenswood Mansion

Background

On July 14, 2025, the City Commission authorized use of the Competitive Sealed Proposals process for staff to secure pricing for a single sailcloth event tent to be rented and installed from April to October. The goal is to improve operational efficiency, ease the logistical burden on renters, reduce wear and tear on the grounds at Ravenswood, and make the venue more competitive. With one tent in place, the City would no longer have to manage myriad vendors installing and taking down tents, often more than once in a single weekend. Renters would have the simplicity of a tent being included in the package and not having to secure their own vendor and choose a tent. They will know when they book the event exactly what the tent will look like when positioned on our grounds.

The attached proposed agreement with 3-T Tents and Events, LLC, calls for providing and installing a **44' x 103' sailcloth tent** with wooden poles and flags at each peak, installing white string lights inside the tent and along the pathway between the tent and the mansion, and conducting weekly inspections to ensure the tent remains structurally sound, all lighting is operational and no repairs are needed. In the event the vendor determines that tent removal is necessary due to potential high winds or hazardous weather conditions, the **City of Brentwood will not be liable for any associated costs**. The contractor will be paid 50% of the fee after the contract is executed and the other 50% before the tent is set up in the spring of 2027.

If you have any questions, please contact Community Relations Director Charles Booth or Assistant City Manager Jay Evans.

Staff Recommendation

Staff is recommending approval of contract with 3-T Tents and Events LCC for Tent rental services.

Previous Commission Action

The Commission approved the use of Competitive Sealed Proposals for tent rental services at Ravenswood on July 14, 2025.

Fiscal Impact

Amount : $95,172

Source of Funds: General Fund - Historic Sites- Ravenswood

Account Number: 110-41680-82590

Fiscal Impact:

The Historic Homes will budget for this expenditure as part of the FY 2026 budget. The expenditure is expected to be offset by revenue from a price increase to be considered under separate cover on this agenda.

Attachments

Resolution 2025-88

COB Contract # 2025-115

RESOLUTION 2025-88

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND 3-T TENTS AND EVENTS, LLC FOR TENT RENTAL SERVICES AT RAVENSWOOD MANSION, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood, Tennessee and 3-T Tents and Events, LLC for tent rental services at Ravenswood Mansion, 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 Nelson Andrews

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

Tent Rental Services at Ravenswood Mansion

COB Contract No. 2025-115

THIS CONTRACT is hereby entered into this _____ day of _____, 20____, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and 3-T Tents & Events, LLC, hereinafter called "Contractor".

1. *SCOPE AND COST OF THIS CONTRACT*

The Contractor shall be responsible for Tent Rental Services at Ravenswood Mansion in accordance with and in full compliance with the Scope of Work attached hereto. The work to be done consists of furnishing all labor, materials, supplies, tools and equipment necessary to perform all work and services described in the Contract Documents. Such work shall be performed at a cost of $95,172.00.

2. *CONTRACT DOCUMENTS*

Wherever in this Contract the term "Contract Documents" is used, it shall refer to this Contract, the Request for Proposals issued by the City on July 15, 2025, (the "Solicitation," attached as Exhibit A), and the Contractor's Proposal submitted to the City in response to the Solicitation (attached as Exhibit B), all of which are incorporated as if fully set forth herein as the Scope of Work. In the event of a conflict among any of the Contract Documents, the order of precedence shall be as follows: a) this Contract; b) the Solicitation; c) Contractor's Proposal.

3. *TERM OF AGREEMENT*

This Contract shall begin upon execution by both parties, with the services to be provided as described in the Scope of Work, and the initial term shall be one Season (April 1 to October 31). The initial Season shall be April 1 to October 31, 2027. The Parties may extend the term of this Contract for up to two (2) additional Seasons beyond the initial term. Any such extension shall be subject to written agreement of the Parties, with the City Manager being authorized to extend the Contract on behalf of the City. The cost of services or fees during the extended period shall be adjusted annually based on the Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics, with the applicable increase calculated as the percentage change in the CPI from the most recent period prior to the extension date.

4. *CITY'S REPRESENTATIVE*

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

5. *CONTRACTOR'S UNDERSTANDING*

It is understood and agreed that the Contractor has, by its examination, satisfied itself as to the nature and location of the work; the equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which might in any way affect the work under this Contract. No verbal

agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

6. PERMITS

Any and all permits necessary for the execution of the work shall be secured by the contractor; fees will be waived for permits issued by the City of Brentwood.

7. INSURANCE REQUIREMENTS - STANDARD

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

Bodily Injury $1,000,000 each occurrence

Property Damage $500,000 each occurrence

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

8. PROTECTION

Whenever the conditions, laws, ordinances or regulations require, Contractor shall furnish and maintain, at its own expense and cost, guard fences, barriers, cones and such additional measures of protection as may be required to provide safe conditions at all times. The contractor is also responsible for moving, protecting, covering or otherwise protecting city equipment, facilities and/or furnishings in and around the areas where work will be performed by the contractor. This includes areas used for access to the work locations.

9. CONSENT TO TRANSFER

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

10. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City's Representative to secure the completion of the various portions of the work in general harmony.

11. SITE SUPERVISION

Contractor shall provide on-site supervision during installation, weekly inspection visits, and final removal, either in person or through a qualified and authorized representative and as provided in the Scope of Services.

12. INSPECTIONS

All work done by Contractor shall be open to the inspection, acceptance and rejection of City's Representative at all times. Contractor shall provide reasonable and necessary opportunities for inspection of the work. Work shall not proceed until Contractor has made timely demand upon City's Representative for, and has received from such Representative, such instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such instructions.

13. DEFECTIVE WORK OR MATERIALS

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

14. INDEMNITY

Contractor shall indemnify, protect, and hold harmless the City of Brentwood, its representatives, officers, agents, and employees from claims or suits arising from damages, injuries, or losses to persons or property—only to the extent caused by the Contractor's proven negligence or willful misconduct in connection with the work performed under this Contract. The City may retain sufficient funds otherwise due to the Contractor under this Contract to cover any such claims until they are resolved to the City's reasonable satisfaction.

15. FORCE MAJEURE

Contractor shall not be held liable for delays or failure in performance due to events beyond its reasonable control, including but not limited to natural disasters, pandemics, labor disputes, acts of war, terrorism, governmental restrictions, or other force majeure events. In such cases, Contractor shall notify the City as soon as practicable and make all reasonable efforts to resume performance.

16. RISK

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

17. ORDER AND DISCIPLINE

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

18. COMPLETION OF WORK

On completion of the work, or any part thereof, all packaging, surplus material and/or debris resulting from construction, demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative.

19. AUTHORITY OF CITY'S REPRESENTATIVE

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

20. SUSPENSION OF WORK

At the City's Representative's discretion, he/she may require Contractor to suspend operations on the work due to severe weather conditions or other unforeseen conditions as provided in the Scope of Work. Shall such a suspension be deemed necessary by the City, Contractor shall have no claim for damage due to such suspension.

21. EXPEDITING WORK

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

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

such excess shall be paid to Contractor, but if such cost exceeds such unpaid balance, Contractor shall receive no further payment.

22. ACCEPTANCE

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

23. PAYMENT TO CONTRACTOR

An initial 50% deposit will be due to Contractor on July 1, 2026. The second 50% will be due the last business day of March 2027. For any subsequent extensions of the Contract, the City will pay 50% of the payment due on the first business day of November prior to the Season, and the remaining 50% will be due on the last business day of March prior to the Season. Payments may be made by ACH, wire transfer, or check.

24. COMPLIANCE WITH THE LAW

Contractor shall comply with all federal, state, county and local laws, ordinances, statutes and regulations. This includes, but is not limited to, the provision of the Davis-Bacon Act, Copeland Act and the Buy American provisions of the American Recovery and Reinvestment Act of 2009.

25. ANTIDISCRIMINATION

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

26. TERMINATION OF CONTRACT FOR CAUSE

If, though any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specify the effective date thereof.

27. PERFORMANCE AND PAYMENT BOND REQUIREMENTS

The Contractor shall provide, prior to the commencement of any services, both a performance bond and a payment bond, each in the amount of $25,000.00.

Performance Bond: This bond shall serve as security for the faithful performance of all obligations under this Agreement. It shall be issued by a surety company licensed to do business in Tennessee, in a form satisfactory to the City. The performance bond shall remain in effect until the completion and acceptance of all work, including any extension periods.

Payment Bond: This bond shall serve as security to ensure that all subcontractors, suppliers, and laborers are paid for services and materials provided for the project. It shall also be issued by a surety company licensed to do

business in Tennessee, and in a form satisfactory to the City. The payment bond shall remain in effect until the final payment is made and all claims are resolved.

The bonds shall be maintained in full force and effect until the project is completed, and the Client's obligations are fully satisfied

28. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties have executed this Contract, the effective date of which shall be the date signed by both Parties.

CONTRACTOR:

By:_____

3-T Tents & Events, LLC

Printed Name:_____

Title:_____

Date:_____

CITY:

CITY OF BRENTWOOD, TENNESSEE

By:_____

Nelson Andrews

Mayor

Date:_____

Consent 4.

Brentwood City Commission Agenda
Meeting Date: 12/08/2025
Res 2025-89 - Amending the Policies and Procedures for Ravenswood for Inclusion of Tent Amenity
Submitted by: Charles Booth, Community Relations
Department: Community Relations

Information

Subject
Resolution 2025-89 - Amending the General Policies and Procedures for the Ravenswood Mansion for Inclusion of Tent Amenity

Background
For more than 10 years, the City of Brentwood has owned and operated Ravenswood Mansion, located in Marcella Vivrette Smith Park, for special events, weddings, parties, and business meetings. Rental rates and guidelines were initially adopted as part of the home's General Policies and Procedures in 2013. Since that time, periodic updates have been made to ensure market competitiveness and to refine the operating policies. The most recent update was approved in July 2025.

On July 14, 2025, the City Commission authorized use of the Competitive Sealed Proposals process for staff to secure pricing for a single sailcloth event tent to be rented and installed from April to October. The goal is to improve operational efficiency, ease the logistical burden on renters, reduce wear and tear on the grounds at Ravenswood, and make the venue more competitive. A proposed agreement with a tent company is included under separate cover on this agenda.

In order to offset the cost of the tent, a rate increase is required. The attached proposed amendment to the Policies and Procedures would increase weekend rental rates during the peak season (April-October) from $3,500 to $6,000 on Fridays, from $5,000 to $7,500 on Saturdays, and from $3,500 to $6,000 on Sundays.

The price increase will impact those booking events to occur in April 2027 and later.

Please contact the Assistant City Manager or Community Relations Director with any questions.

Staff Recommendation
Staff recommends the weekend rental increase during peak season (April-October), beginning in April 2027.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

The increased rates would be used to offset the cost of the long-term tent rental at the home.

Attachments

Resolution 2025-89

Exhibit A

RESOLUTION 2025-89

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO ADOPT NEW GUIDELINES AND POLICIES FOR USE OF THE RAVENSWOOD MANSION IN MARCELLA VIVRETTE SMITH PARK

WHEREAS, the Ravenswood Mansion at Marcella Vivrette Smith Park is used by the public for meetings, social functions and other activities and events; and

WHEREAS, the Board of Commissioners desires to adopt new guidelines and policies for the use of the Ravenswood Mansion.

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

SECTION 1. That the guidelines and policies for the use of the Ravenswood Mansion, which are attached hereto as Exhibit A, are hereby adopted.

SECTION 2. That the City Manager shall have the discretion to approve changes to the adopted policies and procedures which he deems to be of a minor nature; provided, however, that any changes in rental costs or changes deemed by the City Manager to be major policy changes must be submitted to the Board of Commissioners for approval.

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 Nelson Andrews

ADOPTED: _____

Approved as to form:

_____ _____

RECORDER Holly Earls CITY ATTORNEY Kristen L. Corn

Rental Agreement
General Policies and Procedures

EVENT RENTAL COST PEAK SEASON 2025 & 2026
APRIL - OCTOBER

- Monday - Thursday: 9:00am - 5:00pm.....$850.00
- Monday - Thursday: 5:00pm - 11:00pm..... $1,350.00
- Friday: 9:00am-11:00pm.....$3,500.00
- Saturday: 9:00am - 11:00pm..... $5,000.00
- Sunday: 9:00am-11:00pm.....$3,500.00

EVENT RENTAL COST PEAK SEASON 2027
APRIL - OCTOBER * Includes Tent Rental*

- Monday - Thursday: 9:00am - 5:00pm.....$850.00
- Monday - Thursday: 5:00pm - 11:00pm..... $1,350.00
- Friday: 9:00am-11:00pm.....$6,000.00
- Saturday: 9:00am - 11:00pm..... $7,500.00
- Sunday: 9:00am-11:00pm.....$6,000.00

EVENT RENTAL COST OFF SEASON 2025-2027
NOVEMBER-MARCH

- Monday - Thursday: 9:00am - 5:00pm.....$600.00
- Monday - Thursday: 5:00pm - 11:00pm..... $1,100.00
- Friday: 9:00am - 11:00pm.....$3,000.00
- Saturday: 9:00am - 11:00pm.....$3,500.00
- Sunday: 9:00am - 11:00pm.....$3,000.00

OTHER DISCOUNTS

- **Hourly Rate:** The Event Venue Manager may grant Client special hourly rates on any available dates provided the dates are not already booked 14 days out. The hourly rate is determined by dividing the full venue rental price by the number of hours specified. A minimum of three hours is required and no more than six hours may be rented with this rate.
- **30 Day out Rate:** Unreserved dates may be booked within 30 days of an event for 50% of the regular rental rate.

- Winter indoor Events

- Friday, Saturday, or Sunday 9:00am-11:00pm $2,000.00
- Available December 1 - March 20
- Limited to maximum of 50 guests.

- **Weekday Photography Pricing**:
  - The interior of the Mansion may be accessed for photography needs at a rate of $50/hour. This pricing is available on general tour dates and does not grant Client exclusive access to the Mansion. Event Venue Manager may have tours or other meetings at the Mansion during that time but will put forth every effort to minimize distractions to Client. No minimum hours are required.

ADDITIONAL FEES

Cleaning Fee: $ 300

ADD-ON OPTIONS

- **Wedding Bundle:**
  - If, within 90 days of their event date, an adjacent Friday or Sunday is available, Client may bundle the Friday or Sunday date for a special rate of 50% off the normal rate in addition to their Saturday rental. Subject to availability.
- **14 Days Out:**
  - **Set Up Rental:** Within 14 days of their event, Client may book day-before access for early set up, storage, and/or rehearsal. The fee is $500 and includes four consecutive hours of access between 9:00am and 5:00pm on the day prior to their event, subject to availability.
  - **Break Down Rental:** Within 14 days of their event, Client may book day-after access for tear down of tent, rental items, or removal of personal items. The fee is $500 and includes four consecutive hours of access between 9:00am and 5:00pm on the day after to their event, subject to availability. Alcohol and trash items may not be left out overnight.
- **Additional Hours**:
  - Additional hours may be added on the day of a Client's rental to allow earlier access to the venue beginning no earlier than 7:00am. This rate is determined by dividing the full price venue rental fee in which the requested time falls into an hourly rate.

CAPACITY

- **Inside:**
  - The first floor is designed to accommodate up to 80 persons for a seated dinner. For a standing reception event, the mansion will accommodate 125 persons.
  - The second floor provides a changing room for use during weddings for the bride and groom. A restroom is also available on the second floor.
  - Because the mansion is divided into rooms, an inside wedding ceremony would be limited to a small group (no more than 40) in order for everyone to be able to witness the ceremony.

- Outside:
    - When using a tent, the maximum number of guests allowed on property is 300. Outdoor ceremonies are held on a lawn or on the front porch.
    - Our 40'x90' patio comfortably seats up to 250 guests with a stage and dance floor.

RESERVATION POLICY

- Individual dates can be booked up to 18 months in advance.
- To reserve a specific date, please view the Ravenswood Mansion calendar for availability. If the date is available, send an email requesting to book the date to: ravenswoodmansion@brentwoodtn.gov. An electronic contract will be sent at that time and the Client will have up to 72 hours to complete the contract.
- The reservation will be secured upon receipt of the signed Rental Contract and required rental fee (50% of rental fee if more than six months out, full rental fee is less than six months). Checks, cash or credit card payments are accepted. Credit card and electronic check authorizations require an additional transaction fee. Checks should be made payable to City of Brentwood and can be mailed to City of Brentwood, Attention: Ravenswood Mansion, P.O. Box 788, Brentwood, TN 37024-0788.
- The balance of the rental fee, and the flat rate cleaning fee are due six months prior to the event. Failure to meet this payment schedule will put Client's account on hold for seven days, at which time the Event Venue Manager will send a notice to Client requiring immediate action. If payment is not received within seven days of notice given, the event will be cancelled with no refunds given.

CANCELATION POLICY

- Client may cancel this contract at any time. Cancelations must be made with the Event Venue Manager in writing, preferably by email to
    - ravenswoodmansion@brentwoodtn.gov.
- More than 180 Days:
    - If Client cancels more than 180 days months prior to the event date, the City will return 50% percent of the deposit to the Client.
    - If the Client paid in full at the time of booking, and there were more than 180 days prior to the event, the City will return payments, less 50% of the contracted deposit amount.
    - The cleaning fee may also be returned, if applicable.
- 90 Days to 180 days:
    - If Client requests to cancel less than 180 days but more than 90 days prior to the event date, the City will return 25% of their total paid up to date, and the cleaning fee.
- Less 90 Days:
    - If Client requests to cancel 90 days or less from their original contracted date no rental fee refunds may be given, however the cleaning fee may be refunded.

RESCHEDULING POLICY

- If Client requests to reschedule, Client may NOT select a new date more than 12 months from the original event date. New date requests must be made in writing to the Event Venue Manager, preferably by email to:
    - ravenswoodmansion@brentwoodtn.gov.

- More than 180 Days:
    - If Client requests to reschedule the original date of their event more than 180 days prior to the original event date, prior payments made may be applied to the new event date and no penalties for the change will be required.
    - Should Client choose a new date that for which the booking fee is less than that of their original date, the City will return the difference in balance.
- 90 Days to 180 Days:
    - If Client requests to reschedule the original date of their event, and there are fewer than 180 days, but more than 90 days before the original event date, 85% of payments made, and the cleaning fee may be applied to the new date. A change fee of 15% of the *original contract* will be due to finalize the new date, regardless of the cost of the new date.
    - Should Client choose a new date for which the booking fee is less than that of their original date, the Client shall not receive any refunds for a difference in balance.
- Less Than 90 Days:
    - Any rescheduled dates less than 90 days before the event will be considered a cancellation and Client will forfeit all funds associated with the account and will require a new booking with new payments for any future events.
- Should Client choose a new date that is more expensive than their original date, the Client will be required to pay any additional rental fees associated with the new date, as well as the change fee, if applicable, regardless of when the request to reschedule is made.
- Only one date change is permitted per booking. If Client reschedules a date and then subsequently cancels the contract, Client shall receive no refund for the cancellation.

PERSONAL ITEMS

- All personal items must be delivered and picked up within the confines of the rental period .The City of Brentwood is not responsible for personal items.
- Client will be billed $200 for any items left inside the mansion or on the grounds past the allotted rental period.

VENDOR RENTAL ITEMS

- Rental items are an industry term used for items such as tables, chairs, linens, china, flatware, etc. The term “vendor rental items” refer to such items rented from an outside company separate from the City of Brentwood.
- Insurance:
    - Client may use any *licensed and insured* vendor for the rental of tables, chairs, linens, china, etc. The rental order must be submitted to the Venue Director four weeks prior to the event.
    - The City requires rental companies to have a $1,000,000 liability insurance policy. License and insurance information for tenting companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- Set Up/Teardown:
    - The City **does NOT** provide set up or teardown of vendor rental items for Client’s event.

- If a Client has over 50 guests at an event, they are *required* to hire the delivering rental company to do all setup and teardown of the rental items being provided.

- **Delivery/Pick Up:**
  - Rentals must be delivered within the confines of the rental period.
  - Rentals may be picked up the day following the event provided there are no other events scheduled. If another event is scheduled, the rentals must be picked up and *off property* no later than the contracted start time of the next event.
  - Clients will be informed of the next day's rental time at the time of booking, or upon the booking of the next day.
  - If rentals are being picked up after the end of your rental period, Client is responsible for ensuring that all rental items are cleared from the mansion to allow for the rental company to access items after hours.
  - Client will be billed $500 when rentals are left inside the mansion or remain on property past their designated time.
  - All rentals contracts are between the Client and their chosen rental company. The City, their Event Director, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in pickup or delivery from property.
  - Client is responsible for ensuring that rentals vendors are aware of the City's policies on using rentals, delivery procedures, and pick-up timing.
  - Rental companies may not drive in the grass for any reason to reach desired event area.

<u>VENUE RENTAL ITEMS</u>

- The "venue rental items" outlined below are referring to the tables, chairs, and other items provided by the City of Brentwood within Client's contracts.
- **Rentals:**
  - Ravenswood Mansion currently has a limited number of in-house rental items for Client's use. Rental items include tables, chairs, and other items that are listed on the Ravenswood Mansion website. Rental items are included in the rental fee and are not a separate charge for usage.
    - Because damage may occur at any point in time, the City does not guarantee the quality or quantity of any items in its inventory of tables and chairs. Should damage occur to any of the City's rental items, the City is not guaranteed to be able to replace any of their items prior to the next event.
- **Set up/Teardown:**
  - The City **does NOT** provide set up or teardown of any of their items for Client's event.
  - IF a Client has over 50 guests at an event, they are *required* to hire a licensed and insured event professional/company to do all setup and teardown of the City's rental items.
  - If Client has less than 50 guests at an event, they may choose to set up and tear down the City's rental items themselves within their rental period. Client may also choose to have an industry professional do the setup and teardown on their behalf.
    - Any events with less than 50 guests who choose to set up/tear down rental items themselves, will billed $200 for misuse of the City's

property if the City finds that rentals have been improperly torn down and stored in the Carriage House.
    - All Ravenswood rental items must go back in the Carriage House before the conclusion of the Client's event, unless prior approval to leave items out has been given in writing by the Event Venue Manager.
    - Should a Client desire to have chairs flipped from ceremony to reception during a wedding, the City will allow for a designated, nonprofessional group to perform this task only under the direct supervision of the planner on site.

<u>TENTS (When a tent IS included in venue rental)</u>

The City of Brentwood has selected a qualified vendor to provide tent rental services at Ravenswood Mansion for a six-month period, from April 1, 2027, to October 31, 2027.

Clients that book an event during this timeframe will have the following included in their rental agreement:

- 44' x 103' sailcloth tent with wooden poles and flags at each peak.
- White string lights inside the tent and along the pathway between the tent and the mansion.
- Tent installation will be completed by April 1, 2027, with removal scheduled for October 31, 2027.

Additional Conditions:

- Any additional services, including but not limited to sidewall installation, fans, heaters, and extra lighting, will be billed by the vendor directly to the client requesting these services. Ravenswood Mansion is not responsible for any additional fees.
- Any mid-season tent removal or reinstallation between April 1 and October 31, 2027, will also be billed by the vendor directly to the requesting client. Ravenswood Mansion assumes no responsibility for these fees.

<u>TENTS (When a tent is NOT included in venue rental)</u>

- Insurance:
    - Client may use any *licensed and insured* commercial tent company they choose. The tenting contract must be submitted to the Event Venue Manager four weeks prior to the event.
    - The City requires the tenting company to have a $1,000,000 insurance policy. License and insurance information for tenting companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- Set up/Teardown:
    - Tents are only allowed on the grounds in designated areas. These areas include the 40x90 patio, covering the patio walkway, or the back lawn. No tents may be set up directly in front of the mansion.
    - The 40x90 patio is designed to fit frame tents that are 40' wide and any increments of 10' long up to 90', or the full length of the patio.
    - Tents may be staked for support under the guidelines that stakes may be placed no less than three feet from the patio.
    - Tenting may only run off the patio area if approved by the Event Venue Manager.

- Tenting companies are responsible for all supplying, erecting, and removal of tents. Tents must be constructed of fire-retardant material and meet all guidelines established by the fire marshal.
- The City is not responsible for the tent nor items set up under or around the tent. Client will be responsible for any damage to the grounds resulting from the installation, use, and removal of the tent structure.
- Tents must be set up within the confines of the Client's rental period.
- With prior approval, tents may be torn down the day following the event provided there are no other events scheduled. If another event is scheduled, the tent must be torn down and removed from the property no later than the contracted start time of the next event.
- Client will be billed $500 when tents remain on property past their designated time.
- Tenting companies may not drive in the grass for any reason to reach desired tenting area.
- All tenting contracts are between the Client and their chosen tenting company. The City, its Event Director, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in erecting or removing tenting from property.
- Client is responsible for ensuring that tenting vendors are aware of the City's policies delivery and pickup timing.

- **Tent Sharing:**
  - Clients may share a tent with any other adjacent events upon approval from the Event Venue Manager. A share plan, including delivery/pickup times must be submitted to the City within two weeks of the event and must be signed by both the contracting parties, as well as the planners, from each event.

<u>CATERING</u>

- **Insurance:**
  - Client may use any *licensed and insured* catering service of their choice.
  - All caterers must carry $1,000,000 in general liability insurance and provide the Event Venue Manager with a certificate of insurance four weeks prior to the event.
- **Kitchen Equipment:**
  - The Ravenswood kitchen is equipped with a standard refrigerator/freezer, hot box, microwave, and icemaker. The icemaker is equipped to *typically* handle weddings of 100 or less. For weddings of any size, if Client plans to be icing down an extraordinary amount of beverages (including kegs, large quantities of alcohol, etc.), Client should be prepared to provide additional ice. Any weddings with a guest count above 100 should also be prepared to provide additional ice.
- **Requirements:**
  - A minimum of one catering staff member must remain on site through the duration of your event.
  - Catering may not be dropped on site and left unattended by catering company. Client's licensed caterer must remain in charge of all food through the duration of the event.
  - Caterers are required to do all setup, teardown, and cleanup of all food-related items, regardless of event size. All caterers must check out with the Event Representative on site during an event prior to their departure.

- Ice must be disposed in the kitchen sink and not in/on the yard/grounds of the mansion.

- Catering Trash:
  - Caterers are responsible for busing reception tables and ensuring the tables are cleared of food related items such as plates, silverware, napkins, etc.
  - Caterers are responsible for cleaning the space they use and returning it to the condition in which it was found.
  - The City will supply a limited number of trash cans for Client to dispose of their trash at the conclusion of their event.
  - All trash must be in tied trash bags and placed in the containers inside the black fenced area at the rear of the mansion. Any trash that does not fit within the provided containers must be taken with the Client at the events conclusion for disposal.
  - Client will be billed $100 if they improperly dispose of their trash either inside or outside. This additional cost is used to offset the additional labor the City must provide to dispose of Client's trash.
- Food Trucks:
  - Food trucks are allowed in designated areas only on the driveway. All food trucks must have a mobile food vendor permit issued by the City of Brentwood.

ALCOHOL

- General Requirements:
  - Alcoholic beverages (including but not limited to beer, wine, liquor, seltzers, and/or champagne toasts) may be served only by bartender(s) licensed by the Tennessee Alcoholic Beverage Commission. A copy of the bartender's ABC license must be on file four weeks prior to the event.
  - Bartenders must be on site only as a vendor and may not be the Client themselves or a guest at the event.
  - Bartenders must remain with all alcohol through the duration of the event and are responsible for distributing alcohol to any guest of valid drinking age.
  - Bartenders may not consume alcohol in any form while working at a Client's event.
  - Bartenders are responsible for all alcohol related trash and must place trash in tied trash bags in designated trash area.
- Licensing and Insurance:
  - In addition to the ABC license(s), Client must obtain a host liquor liability insurance policy, which is required to be on file with the City four weeks prior to the event.
- Consumption Requirements:
  - The City of Brentwood strictly prohibits the pouring and consumption of pure alcohol in the form of shots.
  - All consumption of alcohol in dressing areas must end once event begins.
  - All alcohol must be packed away prior to the bartender departure. No alcohol may be consumed once the licensed bartender has left.
  - All alcohol consumption must end no later than 30 minutes prior to anticipated guest departure.

- Should alcohol-related issues arise, the Event Venue Representative has the right to request assistance from the Brentwood Police Department in resolving alcohol-related conflict.
- Client must confirm with the Event Venue Manager no less than four weeks prior to their event if they intend to have alcohol. Should a Client inform the City that they are not providing alcohol at their event and the Clients, or any guests (including members of the wedding party) are found consuming alcohol on the premises without the proper required documents as outlined in this contract, the City reserves the right to immediately terminate Client's event. Should this occur, no refunds will be given.

LIGHTING

- Inside:
  - The mansion has adequate lighting for inside events. If Client would like to add additional lighting inside, any requests must be submitted in writing to the Event Venue Manager.
- Porches:
  - All porches have traditional canned lights, which may be turned on for events. These lights are not on dimmers and must be used as is.
- Outside:
  - *The mansion* has traditional flood lights on its corners, as well as a few tree spotlights. Lights for the patio area are not provided.
  - Should a Client desire to have lighting at their event in the form of string lights, up lighting, chandeliers, etc. Client is responsible for hiring a licensed and insured lighting professional to supply, install, and breakdown all lighting materials.
  - *The grounds* have pathway lights to allow for easy viewing of sidewalks.

POWER

- Ravenswood has 11 circuits of power total in the reception area.
- There are three circuits dedicated to only event power.
- Clients are responsible for confirming with their vendors whether Ravenswood Mansion has adequate power sourcing for their specific event needs.
- If Client requires more power, they will need to seek additional power sources such as generators, etc.

INSURANCE

- Client Obtained:
  - The City of Brentwood requires each Client to obtain a $1,000,000 general liability insurance policy for the event, naming the City of Brentwood as an additional insured if the event involves more than 50 people and/or the use/consumption of alcohol in any form. If alcohol is served, the liability policy must include Host Liquor Liability. Proof of such insurance must be provided four weeks prior to the event date. Client may purchase this insurance policy from any provider of their choosing.
- Vendor Required:

- All caterer, rental, tent, and lighting vendors must carry $1,000,000 in general liability insurance and provide the City of Brentwood with a certificate of insurance four weeks prior to the event.

MUSIC & DANCING

- **Outside:**
  - *All outdoor music must cease at 10:00pm* to comply with the City of Brentwood's noise ordinance. No exceptions to this will be made.
  - Outdoor music on the house grounds must never exceed 70 decibels.
  - Because the mansion is surrounded by residential neighborhoods, music shall not contain obscene or patently offensive language.
  - The City reserves the right to shut down any event if the police find that they've violated the City's noise ordinance.
- **Inside:**
  - To prevent damage to the original wood floors, no dancing, or bands are allowed inside the mansion.

DECORATIONS

- Client shall be responsible for all decorations for the event.
- Signs, banners, floral arrangements, lighting, or any other decorations may **not** be taped, nailed, stapled, or otherwise fastened to the property. No adhesives of any kind are allowed. No holes may be drilled or punched anywhere on the property.
- All decorations must be removed, without leaving damage, prior to the contracted end time of the Client's event. Should the City find damage to the historic house or property due to Client's decorations, Client will be responsible for paying for repair costs in full.
- No loose glitter, confetti, fake flower petals, or any other materials prohibited by the Event Venue Manager may be used at any time.
- Should a Client desire to use real flower petals in any capacity, Client is responsible for the pickup and disposal of all petals prior to the end of their contracted rental time.
- **Approved Send-off Methods:** Bubbles, glow sticks, pom poms, ribbon wands, streamers, pom poms, and/or any other preapproved items may be used for send-off methods. Any other items not listed here must receive prior approval by the Event Venue Manager.
- **Prohibited Send-off Methods**: Sparklers, balloons, rice, bird seed, fake or real flower petals ,sky lanterns, fireworks, and confetti are strictly prohibited.

CANDLES/FIRE

- The Event Representative reserves the right to request that any flame or candle be extinguished or removed, should they determine it to be unsafe.
- **Inside:**
  - The use of candles or any type of open flame is strictly prohibited **inside** the mansion at any time. LED or flameless candles are allowed.
- **Porches:**
  - Candles may be used on the porches if they are placed on a table and not directly set on the porch.

    - All candles must be contained or enclosed in glass and the flame must not reach higher than one-half inch below the top of the glass.
- Outside:
    - Other types of non-contained candles may be used outside away from the mansion and porches.
- Restrictions:
    - Except for sterno or similar product for heating food, no liquid fuel candles are permitted. No flame of any kind (other than the described above) is allowed on property.
    - No fire pits of any kind are permitted.

PHOTOGRAPHY

- Client is permitted to take photos on the property for such purposes such as engagement, bridal portraits, etc. Prior approval is required for such photos to ensure the property is not previously agreed upon to be rented out or in use. Please contact the Event Venue Manager to schedule a time for photos.
- The grand front staircase may be used, but no more than two people at a time are permitted on it at any time.
- Clients acknowledge that their event is located in a public park where photography from other Clients may be going on in the public spaces.

WEDDING REHEARSAL

- All rehearsals must be done on the day of the contracted rental and may be no earlier than the agreed upon start time of the event, unless Client has rented additional time the day prior to the rental as provided within this policy.

PLANNER/EVENT MANAGEMENT

- Clients are required to sign a contract with an industry professional to do all outlined planner duties in regard to events.
- A minimum of a month of event planner or event management company is *required* for all wedding rentals, regardless of wedding size.
- A minimum of a day of event planner or event management company is *required* for all event rentals, regardless of event size.
- Wedding Planners must be industry professionals and may not be a friend or family member standing in for such role.
- All activities surrounding the wedding at Ravenswood Mansion must be managed by the planner, including but not limited to creating and managing all timelines, coordinating and managing guests, vendors, and Clients on the day of the event.
- Planner must be present beginning at first vendor load-in, or first guest arrival, whichever occurs first. Planner may not leave until the end of all mansion loadout AND the last guest has departed.
- Planners will be required to review the Client's contract with the City and sign a Planner Agreement acknowledging that they have read and understand their requirements.
- Planners will be required to do a venue walk-through with the Event Representative prior to departure.
- The City must have a copy of the written agreement with the planner four weeks prior to the event.

- A City Representative will be present the day of the event to assist in any aspect tending to the mansion, grounds, etc., but does not serve as the planner.

SMOKING AND SUBSTANCES

- Smoking of any kind is prohibited inside the mansion and on the porches at any time. Electric cigarettes are also prohibited inside the mansion and on the porches.
- Illegal substances (e.g. marijuana, cocaine) are strictly prohibited on the Ravenswood Mansion property. The user(s) of said substances are required to leave property immediately.

CLEAN UP POLICY

- Client shall pay a flat rate cleaning fee with their final balance payment, due six months prior to the event. This cleaning fee covers the cost cleaning of the mansion in preparation for the next event. Below outlines the Client responsibilities for clean up versus what your cleaning fee will cover.
- Client/outside vendor responsibilities: Trash removal inside the mansion, trash removal for reception area, dressing rooms trash and items clean up, catering kitchen clean up, putting furniture back in their proper places inside the mansion, ensuring rental items are cleared from the mansion and put away, removing all décor and personal items.
- Cleaning company responsibilities covered under Client's cleaning fee: Sweeping, mopping and/or vacuuming of all surfaces, dusting and wiping down surfaces, restroom cleaning, restroom restocking.
- Should Client fail to perform their cleaning responsibilities as outlined in this contract, the cleaning company may bill the City for additional duties. Clients will then be billed for all additional fees that the City has incurred.
- Client and their representatives shall be responsible for collecting and removing all trash at the conclusion of event. Trash bags must be **tied** and placed in the trash cans provided in the black fenced area at the rear of the mansion.
- A trash receptacle and trash bags will be furnished for Client.
- All decorations, equipment, and any other personal or rental items must be removed from the mansion/grounds at the conclusion of the event.
- Any items remaining when the City's cleaning service arrives will be discarded unless prior arrangements have been made.
- The Client is responsible for returning the grounds and facility to the condition in which they were found. All items that are property of the Ravenswood Mansion are to be returned to the designated storage areas, unless prior arrangements have been made and approval has been given at the discretion of the Event Venue Manager. In no event will the City be liable for the loss or damage of items left out overnight.

GROUNDS

- As a historical property, Ravenswood Mansion is occasionally undergoing upgrades, renovations, and repair. The City cannot guarantee the conditions of the property will match those of previous visits by Client, though every effort will be made to minimize disruptions. If for some reason the property is compromised in an unexpected way (i.e. acts of god, fire, tornado), and is not suitable to host

the event, the City reserves the right to cancel. All money paid by Client and received by the City will be returned in full.

- Client acknowledges that Smith Park is an active recreational park within the City of Brentwood. This park may have various sports and other activities happening all seven days of the week throughout the year.

PARKING

- Parking is available in the adjacent parking lots.
- The driveway is only for vendor load in/load out or drop off of guests.
- If a vehicle needs to remain in Smith Park overnight following an event, the Event Representative on site must be notified. All vehicles left remaining in the park will be subject to pick up during the park's regular hours of dawn to dusk. The City of Brentwood is not liable for any loss or damage to vehicles left in the park overnight.
- Clients, vendors, and/or guests may not park or drive on the grass for any reason.

MANSION

- The front staircase may be used to access the dressing rooms upstairs. No more than TWO people at a time are allowed on the staircase for any reason. The staircase shall be blocked off at the start of the event and all guests and/or Clients will be required to use the back staircase through duration of event.
- Damage to the mansion, furnishings, or other items must be reported in writing to the Event Representative immediately; any damage will be billed to the Client.
- Movement of furniture must be kept to a minimum. If two or more people are required to lift a piece of furniture, it may not be moved by Client or Client representatives. Any furniture moved for an event must be returned to its original placement before the conclusion of the event. Any damage to the furniture or floors from Client event will be billed to the Client.
    - Inside furniture may not be brought outside under any circumstance.

RENTAL PERIOD

- Client is required to do all set up and teardown within their contracted rental period.
- **Client must be out of the mansion no later than the end of their contracted rental time. There will be no grace period for remaining inside. Client will be billed $100 for every five minutes that they or their guests/representatives remain inside the mansion past their contract.**
    - **In the event City staff is not present at the end of the contracted rental time, staff may rely on photographic or video images from staff or the cleaning company to determine the timing of Client departure.**

ANIMALS

- Pets are permitted in wedding ceremonies and other special events **with prior notice** given to and approved by the Event Venue Manager. Pets must have a handler and be leashed at all times. All pet waste must be removed and properly disposed of in the trash. Pets are not allowed inside any buildings at any time.
- Larger animals and/or livestock must be approved by the Event Venue Manager. If approval is given, the animal must be supplied by a licensed and insured vendor/handler. The vendor/handler must stay with the animal at all times. At no time will the animal be allowed inside the mansion or on the porches. All items

related to the animal, including animal waste, must be removed and properly disposed of in the designated trash area. Trailers are not permitted to drive and/or park on the grass. **Please note: not all requests for animals will be granted, and approval is given at the discretion of the Event Venue Manager on a case by case basis.**

ADDITIONAL REQUIRED DOCUMENTS

- Two questionnaires are provided to the Client throughout their booking. These questionnaires are required documents and must be submitted back to the City
- in a timely manner.
    1. Vendor questionnaire - load in and load out times are required for all vendors
    2. Final questionnaire

FINAL EVENT PLANS

- The following are required documents to be submitted to the City no less than four weeks prior to a Client's event:
    - Client's certificate of liability insurance
    - Host liquor insurance, if applicable
    - A copy of the bartender's ABC license, if applicable
    - Vendor questionnaire
    - Tenting company certificate of insurance
    - Rentals company certificate of insurance
    - Lighting company certificate of insurance
    - Event timeline and layout
    - Copies of your tent and rental orders
- A reminder and request for documents will be sent to the Client six weeks prior to the event.

SUMMARY OF FEES

- Client's failure to comply with the policies listed above will result in the City seeking recovery of its costs as outlined below. Client is responsible for returning the grounds and facility to the condition in which they were found. Any damage to the property, over what is listed below, will be billed to the Client.
    - Personal items remaining on property past rental period - **$200**
    - Ravenswood Mansion rentals being improperly set up or torn down - **$200**
    - Vendor rental items remaining on site past contracted rental period (without prior approval in writing) - **$500**
    - Tents remaining on site past contract rental period (without proper approval in writing) - **$500**
    - Improperly disposing of all trash - **$100**
    - Failing to exit the mansion by the end of contract - **$100 for every five minutes** remaining on site

ENFORCEMENT

- The City Manager or his designee is responsible for the implementation and enforcement of the above user policies and procedures. The City Manager may deny use of the mansion to any user when it is determined to be in the best interest of the City.

Consent 5.

Brentwood City Commission Agenda

Meeting Date: 12/08/2025

Res 2025-90-Agreement with West Publishing Corporation, a Thomson Reuters Business, for Westlaw Legal Publications

Submitted by: Kristen Corn, Legal

Department: Legal

Information

Subject

Resolution 2025-90 - Authorizing an Agreement with West Publishing Corporation, a Thomson Reuters Business, for Westlaw Legal Publications and Online Databases

Background

The City is a subscriber to Westlaw, a legal publication and online database service that provides a multitude of legal resources, including statutory material, case law, legal forms, treatises, and other research materials. The subscription is available to designated City employees, including the City Attorney and several users in the Police Department.

The current agreement was approved in January 2023. Recently, Westlaw launched a new program called Westlaw CoCounsel, and staff began exploring the possibility of entering into a new agreement to acquire this program. Westlaw CoCounsel provides enhanced, artificial intelligence (AI)-based research capabilities that will allow staff to research issues more efficiently and effectively.

Under the current agreement, the monthly Westlaw subscription fee is $3,968.11. The proposed new agreement calls for a monthly fee of $4,449.00 for 36 months, with an annual cost of $53,388.00, which is an increase of $5,770.68 per year. Over the past several years, subscriptions for printed publications have been terminated, and the savings from those terminations help offset these increased costs. Westlaw is recognized as the premier source for online legal publications and legal databases, and its products and services are essential for conducting expeditious and accurate legal research. Since no other publisher offers the same range of materials and research flexibility, WEST is effectively a sole source provider.

Please contact the City Attorney if you have any questions.

Staff Recommendation

Staff recommends approval of the accompanying resolution.

Previous Commission Action

The Board of Commissioners approved Resolution 2009-114 on December 14, 2009, authorizing a three- year agreement with WEST. The Board of Commissioners approved Resolution 2012-01 on January 9, 2012, authorizing a three-year agreement with WEST.
The Board of Commissioners approved Resolution 2014-37 on May 27, 2014, authorizing a three-year agreement with WEST.
The Board of Commissioners approved Resolution 2017-11 on February 13, 2017, authorizing a three-year agreement with WEST.
The Board of Commissioners approved Resolution 2019-112 on December 19, 2019, authorizing a three-year agreement with WEST.
The Board of Commissioners approved Resolution 2023-09 on January 10, 2023, authorizing a three-year agreement with WEST.

Fiscal Impact

Amount :	53,388.00
Source of Funds:	General Fund
Account Number:	110-41520-82501
Fiscal Impact:	

Attachments

Resolution 2025-90
COB Contract # 2025-144

RESOLUTION 2025-90

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND WEST PUBLISHING CORPORATION, A THOMSON REUTERS BUSINESS, FOR SUBSCRIPTIONS TO LEGAL PUBLICATIONS AND ONLINE DATABASES, 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 West Publishing Corporation, a Thomson Reuters business, for subscriptions to legal publications and online databases, 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 Nelson Andrews

ADOPTED: _____

Approved as to form:

_____ _____

RECORDER Holly Earls CITY ATTORNEY Kristen L. Corn

Order Form Order ID: Q-10727179

Contact your representative john.perry@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1000126856
BRENTWOOD MUNICIPAL ATTORNEY
PO BOX 788 5211 MARYLAND WAY
BRENTWOOD TN 37027-5011 US

"Customer"

Shipping Address
Account #: 1000126856
BRENTWOOD MUNICIPAL ATTORNEY
PO Box 788
5211 MARYLAND WAY
BRENTWOOD TN 37027-5011 US

Billing Address
Account #: 1000126856
BRENTWOOD MUNICIPAL ATTORNEY
PO Box 788
5211 MARYLAND WAY
BRENTWOOD, TN 37027-5011
US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$4,449.00	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	$3,968.11	2

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above and will be in addition to the Monthly Charges and Minimum Term outlined above. At the end of the Bridge Term, your Monthly Charges and the Minimum term will begin on the first full calendar month following the Bridge Term as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged. For purposes of clarification, your total Term will be the Bridge Term plus the Minimum Term.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above

plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit your notice of nonrenewal to: https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

For Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Services with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Westlaw Advantage; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium; HighQ), listed on this Order Form, and are incorporated into this Order Form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw

- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

Additional clause applicable to: Westlaw Advantage, Practical Law Dynamic Tool Set, CoCounsel Essentials, Westlaw Advantage with CoCounsel Essentials, Practical Law with Dynamic Tool Set with CoCounsel Essentials, CoCounsel Legal: During the term of this Agreement, Thomson Reuters may in its sole discretion issue updates, upgrades, patches, enhancements, or improvements that it makes generally available to its customers at no additional charges (collectively "Upgrades"). For the avoidance of doubt, Upgrades do not include (i) new services that are developed or acquired by Thomson Reuters or (ii) services or functionalities for which there are royalty requirements or licensing restrictions. Where your Service includes Westlaw Advantage and/or Practical Law Dynamic Tool Set, these Upgrades do not include access to additional or new content sets beyond those you have subscribed to as part of the Service.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-10727179

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 12/22/2025.

Attachment Order ID: Q-10727179

Contact your representative john.perry@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000126856
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Corn, Kristen
Email: kristen.corn@brentwoodtn.gov

eBilling Contact
Contact Name Kristen Corn
Email **kristen.corn@brentwoodtn.gov**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000126856	BRENTWOOD MUNICIPAL ATTORNEY	5211 MARYLAND WAY BRENTWOOD TN 37027-5011 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
5	Attorneys	43482985	CoCounsel Legal, National Primary, Enterprise Access, Government
5	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
5	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
5	Attorneys	41935298	Westlaw, PeopleMap Premier and Company Investigator Module, Enterprise access, General counsel

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Kristen	Corn	kristen.corn@brentwoodtn.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
43102994	Westlaw Precision Preferred with CoCounsel National Primary Law, Enterprise access, Government
42077754	Westlaw All Analytical, Enterprise access, Government
41933477	Westlaw Litigation Collection, Enterprise access, Government
41935299	Westlaw, PeopleMap Premier and Company Investigator Module, Enterprise access, General counsel
41933493	Practical Law Premier, Enterprise access, Government
41974283	Westlaw Drafting Assistant, Government, Enterprise access

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$4,449.00	6.00%	$4715.94	6.00%	$4998.90	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

Consent 6.

Brentwood City Commission Agenda

Meeting Date: 12/08/2025

Resolution 2025-91 - Repealing and Replacing Resolutions 1997-14, Speed Hump Policy, and Resolution 2009-115, Traffic Calming

Submitted by: Jay Evans, Administration

Department: Administration

Information

Subject

Resolution 2025-91 - Repealing and Replacing Resolutions 1997-14, Speed Hump Policy, and Resolution 2009-115, Traffic Calming

Background

The City has a policy governing the installation of speed humps that was adopted via resolution 1997-14, and a policy governing the installation of traffic-calming devices (other than speed humps), adopted via resolution 2009-115. Recent requests for traffic-calming devices and citizen feedback into the process have resulted in staff's review of the policies to determine if improvements are needed.

Staff have identified several areas where the policies can be strengthened. The first of which is to combine the policies into a single document, which is the format presented in the attached. Other changes identified and proposed are as follows:

1. Clarification that the policies are applicable only to public streets and not within private gated subdivisions.
2. Clarification that the minimum separation between traffic calming devices or humps is 300 feet, the maximum is 600 feet, and the minimum number of speed tables or humps is two, which must be 300 to 600 feet apart.
3. Clarification that separate votes are required for each improvement.
4. Clarification of the process for neighborhoods without homeowners associations to demonstrate sufficient initial support for a traffic calming device or speed hump, prior to the conduct of a traffic study. Petitioners must submit a petition with support from at least 50% of the homes located within 600 feet (reduced from 1,000 feet) of a proposed device or hump. Adding that homes within 100' of an existing stop sign or other impediment are ineligible to vote. Adding that staff will assist in determining the location(s) for the purpose of the initial petition.
5. Clarification of the process to determine support after a traffic calming device or hump has been recommended by the City's Traffic Engineer. Providing that the petitions shall be administered by the City, shall include all residences within 600 feet (reduced from 1,000 feet) of the proposed location (except those within 100' of a stop sign or other impediment), and providing a 45-day voting window. The voting window may be extended once for 30 days, and a lack of a response by a residence is a vote against the improvement. The 2/3 affirmative vote is unchanged.

6. Adds provision that subsequent requests for the same or similar improvement are limited to once every 24 months.
7. Clarification that successful petitions for humps expire within six months of City Commission approval if the required 2/3 cost share is not received.

Staff believe the above changes will strengthen City policy and add clarity to the process for determining the appropriateness of traffic-calming measures on Brentwood's roads.

Please contact the City Manager or Assistant City Manager with any questions.

Staff Recommendation

Staff recommends approval of the attached resolution.

Previous Commission Action

Resolution 2009-115 - Amended the multi-way stop sign policy and added traffic-calming measures.
Resolution 2009-55 - Amended the multi-way stop sign policy
Resolution 97-14 - Adoption of a speed hump policy
Resolution 93-39 - Adoption of the original multi-way stop sign policy.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

There is no direct fiscal impact resulting from this proposed action.

Attachments

Resolution 2025-91

Proposed Traffic Calming and Speed Hump Policy - redline

Proposed Traffic Calming and Speed Hump Policy - clean copy

RESOLUTION 2025-91

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE, REPEALING AND REPLACING RESOLUTIONS 1997-14, SPEED HUMP POLICY, AND RESOLUTION 2009-11, TRAFFIC CALMING POLICY, AND ADOPTING A COMBINED TRAFFIC CALMING AND SPEED HUMP POLICY

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

SECTION 1. That City Resolution 1997-14 and Resolution 2009-11 are hereby repealed in their entirety; and

SECTION 2. That the attached combined Traffic Calming and Speed Hump Policy is hereby adopted and shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it; and

SECTION 3. That petitions for traffic calming devices or speed humps with votes that occurred within the 12 months prior to the adoption of this resolution shall not be subject to the newly created 24-month requirement between similar petitions, and may file a similar petition after only 12 months have expired since the last day of voting on the said petition.

_____

MAYOR NELSON ANDREWS

ADOPTED: _____

Approved as to form:

_____ _____

RECORDER Holly Earls CITY ATTORNEY Kristen L. Corn

POLICY FOR MULTI-WAY STOP SIGN INSTALLATIONS AND TRAFFIC CALMING WITHIN THE CITY OF BRENTWOOD, TENNESSEE

The purpose of this policy is to outline the procedures for determining when multi-way stop signs and traffic calming features may be installed within the City of Brentwood. The objective of this policy is to provide for safe and efficient traffic control at the City's intersections, to encourage traffic to travel on the City's major streets, to discourage through traffic from using residential subdivision streets, to avoid the excessive and arbitrary use of multi-way stop signs within residential areas, and to provide a structured approach to the treatment of residential collector streets which are perceived to have excessive negative impacts due to traffic speeds and/or volumes.

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PART I

WARRANTS FOR MULTI-WAY STOP SIGN INSTALLATION ON ARTERIAL AND OTHER DESIGNATED STREETS

The Manual on Uniform Traffic Control Devices (MUTDC) sets forth guidelines for the installation of traffic control devices on streets and at intersections. In regard to multi-way stop signs, the MUTDC states that "any of the following conditions may warrant a multi-way stop sign installation":

1. Where traffic signals are warranted and urgently needed, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the signal installation.

2. An accident problem, as indicated by five or more reported accidents of a type susceptible of correction by multi-way stop installation in a 12-month period. Such accidents include right-and left- turn collisions as well as right angle collisions.

3. Minimum traffic volumes:

    a) The total vehicular volume entering the intersection from all approaches must average at least 500 vehicles per hour for any 8 hours of an average day, and,

    b) The combined vehicular and pedestrian volume from the minor street or highway must average at least 200 units per hour for the same 8 hours, with an average delay of at least 30 seconds per vehicle during the maximum hour, but,

    c) When the 85-percentile approach speed of the major street traffic exceeds 40 miles per hour, the minimum vehicular volume warrant is 70 percent of the above requirements.

The above warrants for multi-way stop signs shall be applied to the following locations within the City of Brentwood:

- On State or Federal highways.

- At intersections that include at least one street classified as an arterial by the City of Brentwood (see attachment A for a list of classified arterials within Brentwood).

- Any intersections within a commercial zoning district.

- On any section of arterial, collector, or local street that has been or is expected to be improved by State or Federal funds (excluding State street aid funds).

PART II

WARRANTS FOR MULTI-WAY STOP SIGN INSTALLATION ON RESIDENTIAL STREETS

Multi-way stop sign installation may be allowed if one of the following conditions is met:

1. The sight distance for a vehicle in a stopped position on a minor street approach (or approaches) of an intersection is less than 180 feet. The sight distance measurements shall be done in accordance with the procedures outlined in the latest edition of A Policy on Geometric Design of Highways and Streets.

2. A crash problem, as indicated by 3 or more reported accidents in a 12-month period that are susceptible to correction by a multi-way stop installation. Such accidents include right- and left-turn collisions as well as right-angle collisions. Rear-end, side-swipe, and run-off-the-road type accidents are not considered to be the type susceptible to correction by a multi-way stop installation.

3. Four-way stop sign installation may be considered at intersections of residential streets within the City of Brentwood if six (6) of the following conditions are met:

   a) The total vehicular volume entering the intersection from all approaches averages 100 veh/hr (minimum) for at least any four hours during a typical weekday.

   b) The vehicular volume entering the intersection from the minor street or streets for the same four hours averages at least 25 vehicles per hour.

   c) Both streets have residential frontage and speed limits of 30 mph or less.

   d) Neither street is listed as an arterial per policy.

   e) Neither street exceeds 38 feet in width, excluding median width.

   f) No existing stop sign or traffic signal is located on the more heavily traveled street within a distance of 1,200 feet. In cases where stop signs are currently located on the more heavily traveled street at the subject intersection, this distance restriction shall not apply and Condition 3(f) shall be considered satisfied.

   g) The intersection has four legs with streets extending for a minimum of 800 feet, including connecting streets, from the intersection on at least three of the four sides.

4. The standard multi-way stop warrants as specified by the MUTCD and described in Part I may be applied to intersections of residential streets within the City of Brentwood. Thus, multi-way stop sign installation may be considered at intersections of residential streets within the City of Brentwood if the standard warrants are met.

PART III

CONSIDERATION OF EXISTING MULTI-WAY STOP SIGNS WITHIN THE CITY OF BRENTWOOD

Unless otherwise specifically removed by action of the City Board of Commissioners, the multi-way stop installations that are currently in operation within the City of Brentwood as of the date this revised policy is adopted shall remain in operation.

PART IV

WARRANTS FOR STOP SIGN INSTALLATION FOR NEW SUBDIVISIONS WITHIN THE CITY OF BRENTWOOD

The City staff shall be responsible for determining the locations for all stop sign installations within a new subdivision prior to approval of the final plat of a subdivision. The developer shall be responsible for purchasing and installing the appropriate signs at the locations determined by the City staff.

PART V

TRAFFIC CALMING POLICY FOR RESIDENTIAL COLLECTOR STREETS

The Policy is only applicable to identified public residential collector streets inside the City Limits of Brentwood, and does not apply to private streets in gated communities. The currently identified residential collector streets are as follow:

Arrowhead Drive
Belle Rive Drive
Bluff Road
Carriage Hills Drive
Charity Drive
Concord Pass
General George Patton Drive
Gordon Petty Road
Johnson Chapel Road West
Jones Parkway
Knox Valley Drive
Lipscomb Drive
Manley Lane
McGavock Road
Pinkerton Road
Stanfield Road
Steeplechase Drive
Sunset Rd. (North of Concord Rd.)
Walnut Hills Drive

Residential collector roads are those streets which connect a significant number of local streets or neighborhoods to another collector road or, more commonly, to an arterial road. These streets are also characterized predominately by residential land uses and usually have multiple residential driveways along their lengths. Additional residential collector streets may be identified by the City through the land development approval process under the City subdivision regulations.

The Policy is not applicable to arterial streets (either residential or commercial), to non-residential collector streets, nor is it applicable to any local street. Undesirable traffic conditions on arterials or non-residential collectors, when reported, shall be investigated by engineering study to determine causes and appropriate solutions. Traffic conditions on local streets shall be addressed through the existing speed hump policy effective since 1997 within the City of Brentwood. Also, the Policy is not applicable to any route identified as a primary emergency route. Where unusual circumstances exist, this policy can be made applicable to arterial or commercial collectors if deemed appropriate by the City Commission, based on results of an engineering study.

Procedures for Traffic Calming Retrofits on Existing Streets

The consideration for traffic calming on a residential collector street shall be initiated by a written request to study a traffic speeding or safety problem from the homeowner's association (the petitioner) representing the affected neighborhood to the City of Brentwood's Public Works Department. If no homeowner's association exists for the neighborhood the request may come from a representative number of affected residents, defined as a petition with more than 50% of those homes (one signature and printed name per residence) indicating support within 600 feet of a proposed improvement. Eligibility to vote within this area shall terminate 100 feet before a stop sign or other traffic impediment. Said petition shall be used only to affirm that sufficient support exists to initiate a study. The request shall outline the perceived problem(s) and the requested action. Upon receipt of a request the City will contact the petitioner, and if necessary meet with the petitioner, to ensure that the details of the request are understood.

a) Traffic Calming Study Roadway Criteria

Upon receipt of a valid request, the City will conduct a study of the street to determine the needs and potential traffic calming treatments. This study will first determine whether the street meets the established criteria for traffic calming implementation. These criteria are listed below:

Speed – Consideration of traffic calming activity will be given to residential collector streets which have an 85th percentile speed over at least 24 hours of typical weekday data collection that is 8 mph or more over the posted speed limit.

Volume – Only residential collectors having an average daily traffic (ADT) count of at least 500 vehicles per day will be considered for traffic calming.

Other Criteria – The street segment under study must be at least 800 feet in length. Logical termini for beginning and ending the calming treatment must be identifiable. The street must have no more than two traffic lanes (one in each direction).

b) Tiered Implementation Approach

The Policy requires that, upon finding that all of the roadway criteria are met, and that the issue of concern is found by data collection to be a traffic speeding or safety problem, an incremental approach and remedial methods as outlined in this section will be recommended, based on the results of the traffic calming study.

The incremental approach consists of two tiers of traffic calming strategies. Tier 1 consists of non-construction strategies. Tier 2 strategies are those which typically require construction and which change the roadway physically in some way. Details of Tier 2 strategies are included as an appendix to the Policy. Tier 1 and 2 strategies are as follows:

Tier 1:

- Signage (regulatory or warning)
- Centerline or edge line/shoulder striping (with or without bike facility)
- Police enforcement of speed limit (in addition to routine enforcement regularly performed by police department)
- Speed trailer
- Other strategies proposed by the petitioner or staff which present no physical changes to the roadway

Tier 2:

- Medians or median islands (typically must fit within right-of-way)
- Traffic circles or roundabouts (subject to sufficient right-of-way)
- Curb Extensions/bulb-outs
- Chicanes
- Speed tables/raised crosswalk
- Textured pavements
- Other strategies proposed by the petitioner or otherwise approved by staff (subject to approval by City Commission)

[Note: Designated collector roadways are not eligible for speed humps. See Part VII]

(1) ***Tier 1 Implementation***

The engineering study conducted by the City shall include a recommendation of one or more of the Tier 1 strategies. The study will also outline Tier 2 strategies that are appropriate for the location in case the Tier 1 strategies do not prove to be successful. The study will include analysis of traffic volumes, traffic speeds, accident history for the subject street segment, and other transportation related features such as the presence of sidewalks, and whether or not the subject street is used by children to walk to school. Once the study is complete, staff will meet with the petitioner to outline the recommendations of the study.

Implementation of Tier 1 strategies will be required first unless it is determined by the City that Tier 1 strategies are either not viable, would not be effective, or have already been implemented. Tier 1 strategies may be implemented by staff based on the recommendations of the traffic calming study and concurrence of the recommendations by the petitioner. If the Tier 1 strategies prove to be effective then no additional action

is needed. After six months, if the Tier 1 strategy is perceived to be ineffective at mitigating the issue of concern, the petitioner may request consideration of a Tier 2 traffic calming strategy.

(2) Tier 2 Implementation

Upon receipt of a request for consideration of a Tier 2 traffic calming strategy, the City will conduct a second study to validate that the Tier 1 strategy has not been effective. If this study shows that the Tier 1 strategy has been ineffective at addressing the problems, then a Tier 2 strategy, if appropriate, will be recommended. Tier 2 strategies must be reviewed by the City's Traffic Engineer prior to being recommended to the petitioner.

If a Tier 2 strategy is recommended, the staff will meet with the petitioner to outline the recommendations of the traffic calming study. To initiate further action, ~~the petitioner will be required to submit to the City a~~ a second round of petitions must be signed by at least 2/3 of the households within the affected area supporting the Tier 2 recommendations. The affected area is typically defined as all residences located within ~~1,000~~600 feet of the ~~street segment that is proposed for~~ proposed traffic calming improvement, measured along the affected street (but not turning corners along intersecting streets). Eligibility to vote shall terminate 100 feet before a stop sign or traffic impediment. ~~However, based upon the type of Tier 2 traffic calming device proposed, staff may designate a larger affected area.~~ If a series of improvements are proposed, such as speed tables or traffic circles, a separate petition shall be required for each such improvement. Unless used at an intersection, the minimum number of speed tables is two, which must be a minimum of 300 and a maximum of 600 feet apart.

The petitions will be mailed, one to each residence, by the City on behalf of the petitioner and responses will be received and tallied by the City. Eligibility to vote shall not be contingent upon HOA membership or the status of said membership. Once petitions are mailed, there shall be a 45-day window for responses to be returned. One 30-day extension may be granted by staff if extenuating circumstances are present. Said request must be submitted within 7 days of notification of petition results, and if granted, the extension will commence on the date the petitioner receives notice of the approval. Non-responses will be counted as "no" votes.

Once ~~the~~ petitions indicating support and signed by at least 2/3 of the households within the affected area ~~is~~ are received by the City, a public meeting will be scheduled by staff. Based upon the public support as evidenced by the petition together with the input from the public meeting, staff will make a recommendation to the Board of Commissioners regarding implementation of a Tier 2 strategy.

Petitions that fail to receive sufficient support may not be attempted again by any petitioner for improvements in the same form, or in substantially the same form, until 24 months have elapsed. The moratorium on new petitions shall commence on the last day of the voting window, including any extension.

(3) Prioritization of Tier 2 ~~Strategies~~Requests

~~Because Tier 2 strategies will typically involve actual construction and City funds for implementation may be limited, a prioritization process for ranking projects is needed.~~

~~In establishing priorities for neighborhood collector traffic calming projects, the following scoring system will be used.~~ In the event of multiple Tier 2 requests, staff will utilize the following scoring system to determine priority:

Criteria	Points	Basis
Speed	0 – 40	5 pts. for every mph the 85th percentile speed is more than 8 mph above the speed limit, up to a maximum of 40 pts.
Volume	0 – 20	ADT/250, up to a maximum of 20 pts.
Accident History	0 – 20	5 pts. for each accident per year up to a maximum of 20 pts.
School Route	0 or 10	0 pts. if not on a route used by children to walk to school, 10 pts. if on a school walking route
Sidewalks	0 or 10	0 pts. if a continuous sidewalk~~s~~ exist, 10 pts. if no continuous sidewalk is in place
Total Points Possible	**100**	

~~**c) Funding**~~

Funding

It will be the responsibility of the City to fund the Tier 1 and Tier 2 strategies, subject to available funds as provided through the City's normal budgeting process. Use of private funding by residents or homeowner's association to leverage city funding to expedite implementation is permissible subject to approval by the City Commission.

PART VI

TRAFFIC CALMING FOR NEW SUBDIVISIONS WITHIN THE CITY OF BRENTWOOD

The City staff shall be responsible for determining appropriate traffic calming measures within a new subdivision in accordance with the adopted subdivision regulations, subject to approval by the Planning Commission through the normal planning approval process for new subdivisions. The developer shall be responsible for constructing or installing the appropriate traffic calming measures.

PART VII

SPEED HUMP POLICY

The City of Brentwood recognizes that properly placed and designed speed humps are an effective tool for reducing vehicular speeds and discouraging cut through traffic on residential streets. ~~This policy~~Speed humps are only allowed on certain public non-collector, non-arterial,

residential streets. This policy outlines the procedure for determining when, where and how speed humps will be installed in the City of Brentwood. This policy does not apply to private streets in gated communities.

Speed humps shall be installed according to this policy and the specific design criteria outlined in the following section. Requests for speed humps shall be directed in writing to the City Manager for approval subject to review and recommendations from the City's Engineers.

Speed humps may be installed in residential areas if all of the following conditions are met:

1) The residential street has a problem with either cut through traffic or vehicular speeding. By default, the street is functioning as a minor collector road but does not have the standard pavement width specified in the subdivision regulations (i.e., minimum 30 feet width) to serve effectively as a collector road. In addition, the street provides either a connection route between two designated arterial or collector streets or permits traffic from another subdivision to pass through the affected subdivision street en route to an outside destination. Additional priority shall be placed on the above streets when a higher density of housing is present (i.e., lots that are less than 1 acre with front yard setbacks less than 75 feet, thereby creating more potential conflicts with residents and pedestrians).

2) The cut through traffic or speeding problem can be identified by the City through current traffic counts, speed surveys and projections of future traffic impact in accordance with long range development plans for the area. Cut through traffic shall be defined as the condition where 35% or more of the traffic on the affected street does not originate or terminate in the subdivision. A condition of speeding exists when the 85th percentile speed of traffic on the street exceeds the posted speed limit.

3) To ensure timely response of emergency vehicles, no speed humps shall be permitted on designated arterial or collector streets.

4) An eligible street must be a designated local street with a projected average daily traffic count not to exceed 2,500 vehicles per day at the time of full development of the area. No speed humps shall be installed on any street with a current vehicle count of less than 500 per day. Speed humps may be removed by the City at any time in the future if the traffic count for the street exceeds 2,500 vehicles per day.

5) The minimum number of speed humps along a roadway segment is two, which must be a minimum of 300 and a maximum 600 feet apart.

~~5)~~6) The consideration for speed humps shall be initiated by a written request to study a traffic speeding or safety problem from the homeowner's association (the petitioner) representing the affected neighborhood to the City of Brentwood's Public Works Department. If no homeowner's association exists for the neighborhood the request may come from a representative number of affected residents, defined as a petition with 50% of those homes (one signature and printed name per residence) indicating support within 600 feet of the proposed location. Eligibility to vote shall terminate 100 feet before a stop sign or traffic impediment. Staff will work with the proposers to determine the proposed location to be used for the petition. Petitioners must agree to pay 60% of the direct cost associated with installing

the paving, signage, and markings. The request shall outline the perceived problem(s) and the request. Said petitions shall be used only to affirm that sufficient support exists to initiate a study. Upon receipt of a request the City will contact the petitioner, and if necessary meet with the petitioner, to ensure that the details of the request are understood. ~~A petition shall be provided to the City with signatures from 2/3 of the residents living within 1,000 feet of the proposed speed hump location(s), measured along the affected street, supporting the installation of speed humps and agreeing to pay 60% of the direct cost associated with installation including paving, signing, and pavement markings. Where applicable, the petition shall also be endorsed by an officially incorporated homeowners association for the subdivision. If the homeowners association takes no position for or against the humps, the wishes of the affected residents on the street shall prevail.~~

~~6)~~7) The City shall assume responsibility and cost associated with traffic engineering review, and in-house approval and coordination to ensure that the proposed speed humps are located in compliance with this policy and are installed properly on the roadway. This does not prevent petitioning residents from securing at their expense additional professional services from a licensed traffic engineer to provide supplemental information in support of the proposal.

8) If speed humps are recommended, the staff will meet with the petitioner to discuss the details of the study. To initiate further action, a second round of petitions must be signed by at least 2/3 of the households within the affected area supporting the recommendations and agreeing to pay 60% of the direct costs either through the HOA or from the residents directly. If the HOA is to pay the direct costs, a letter indicating such shall also be required. The affected area is typically defined as all residences located within 600 feet of each proposed hump, measured along the affected street (but not turning corners along intersecting streets). Eligibility to vote shall terminate 100 feet before a stop sign or other traffic impediment. A separate petition shall be required for each hump.

9) The second round of petitions will be mailed, one to each residence, by the City on behalf of the petitioner and responses will be received and tallied by the City. Eligibility to vote shall not be contingent upon HOA membership or the status of said membership. Once petitions are mailed, there shall be a 45-day window for responses to be returned. One 30-day extension may be granted by staff if extenuating circumstances are present. Said request must be submitted within 7 days of notification of petition results, and if granted, the extension will commence on the date the petitioner receives notice of the approval. Non-responses will be counted as “no” votes.

10) Petitions that fail to receive sufficient support may not be attempted again by any petitioner in the same form, or in substantially the same form, until 24 months have elapsed. The moratorium on new petitions shall commence on the last day of the voting window, including any extension.

11) The installation of speed humps shall be viewed as a last step in a comprehensive plan for reducing vehicle speeds and for discouraging cut through traffic movements in a residential area. Prior to the installation of speed humps, the City may address the problem at City expense through less dramatic measures on the street such as the installation of additional signs, traditional pavement striping and markings, etc. If used, the residents and the City shall reevaluate the effectiveness of those measures six months after installation. Based on this evaluation, a final decision will be made on the installation of the speed humps.

~~7)~~12) Prior to the installation of the speed humps, a resolution approving the proposed speed hump location(s) shall be approved by the Board of Commissioners.

~~8)~~13) Prior to the installation of the approved speed humps, the petitioning residents shall pay the City 60% of the cost for the improvements based on an itemized breakdown of estimated expenses plus a 10% contingency for unanticipated expenses. Any funds left over at the completion of the project shall be returned to the petitioning group. Petitions will expire if full payment is not received within 6 months of approval by the City Commission.

~~9) Prior to the installation of the speed humps, a resolution approving the proposed speed hump location(s) shall be approved by the Board of Commissioners.~~

SPEED HUMP POLICY DESIGN CRITERIA

1) The eligible street must be a two (2) lane roadway less than 30 feet in width with grades no greater than 6% and have a designated speed limit of 30 mph or less.

2) Speed humps shall be placed at least 200 feet away from intersections and from any horizontal curve with a c6nterline radius of 150 feet or less.

3) Speed humps shall be placed approximately 300-600 feet apart.

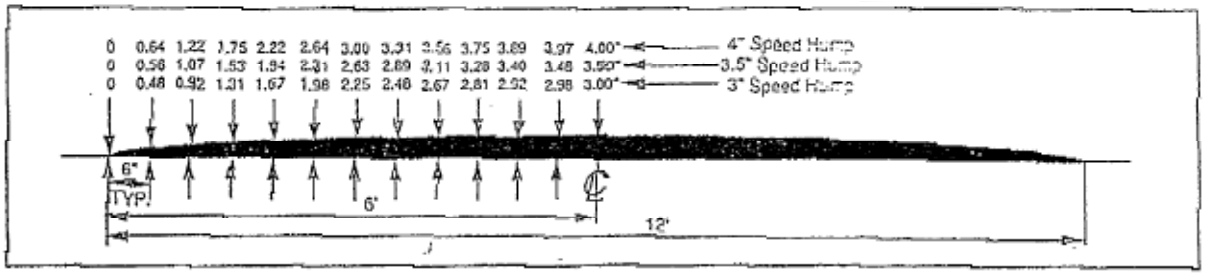
4) The speed humps shall be designed and installed to have a maximum height of 3 inches to 4 inches with a travel length of 12 feet. The attached figure shows the standard dimensions for speed humps.

5) Regulatory signs, identifying the specific street(s) in a subdivision as a residential speed control district shall be installed in a prominent location in advance of the first series of humps. The design and legend for the sign is shown in the attached figure. The signs shall be 24" x 24", with a black legend on a white background.

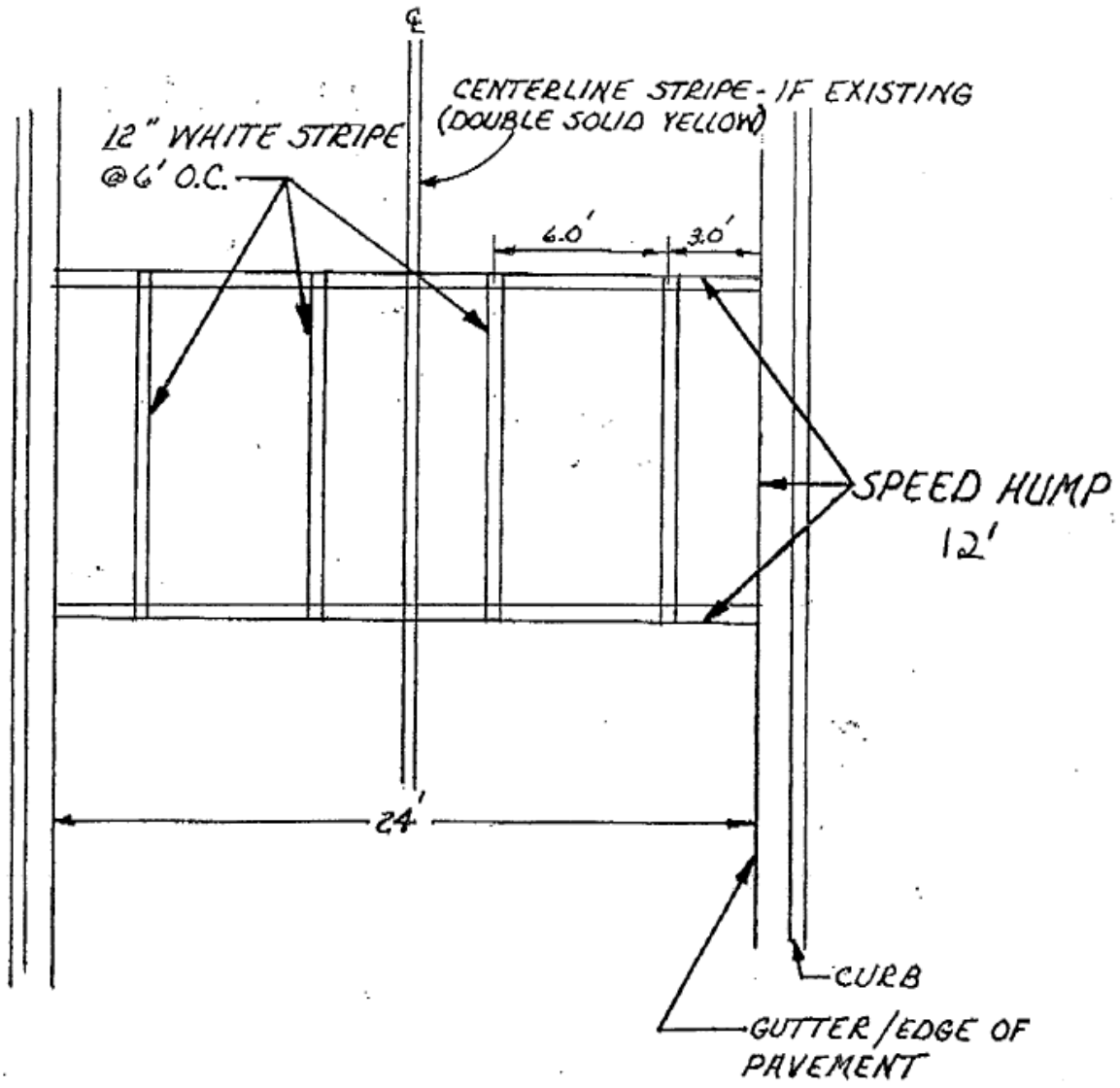
6) Advance warning signs shall be installed for each approach to a series of humps. The signs shall be designed and installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The signs shall be standard 30" x 30" black legend on yellow diagonal warning signs with the legend "SPEED HUMPS 11~~•~~". An advisory speed plate (18" x ~~1811~~ 18" black legend on yellow rectangular warning sign) with a ~~1115~~ "15 M.P.H. ~~11~~ " legend shall also be installed. The signs shall be placed approximately 125 feet in advance of the first speed hump encountered by a driver.

7) Double yellow centerline pavement markings shall be required on the street and shall continue across all speed humps which are installed on roadways. Pavement marking shall be installed on each speed hump as shown on the attached figure.

8) All proposed locations for speed humps shall be reviewed by the City Engineer prior to the installation to ensure that drainage is adequately accommodated.



RECOMMENDED DIMENSIONS FOR SPEED HUMPS



PAVEMENT MARKING DETAILS FOR SPEED HUMPS

POLICY FOR MULTI-WAY STOP SIGN INSTALLATIONS AND TRAFFIC CALMING WITHIN THE CITY OF BRENTWOOD, TENNESSEE

The purpose of this policy is to outline the procedures for determining when multi-way stop signs and traffic calming features may be installed within the City of Brentwood. The objective of this policy is to provide for safe and efficient traffic control at the City's intersections, to encourage traffic to travel on the City's major streets, to discourage through traffic from using residential subdivision streets, to avoid the excessive and arbitrary use of multi-way stop signs within residential areas, and to provide a structured approach to the treatment of residential collector streets which are perceived to have excessive negative impacts due to traffic speeds and/or volumes.

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PART I

WARRANTS FOR MULTI-WAY STOP SIGN INSTALLATION ON ARTERIAL AND OTHER DESIGNATED STREETS

The Manual on Uniform Traffic Control Devices (MUTDC) sets forth guidelines for the installation of traffic control devices on streets and at intersections. In regard to multi-way stop signs, the MUTDC states that "any of the following conditions may warrant a multi-way stop sign installation":

1. Where traffic signals are warranted and urgently needed, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the signal installation.

2. An accident problem, as indicated by five or more reported accidents of a type susceptible of correction by multi-way stop installation in a 12-month period. Such accidents include right-and left- turn collisions as well as right angle collisions.

3. Minimum traffic volumes:

    a) The total vehicular volume entering the intersection from all approaches must average at least 500 vehicles per hour for any 8 hours of an average day, and,

    b) The combined vehicular and pedestrian volume from the minor street or highway must average at least 200 units per hour for the same 8 hours, with an average delay of at least 30 seconds per vehicle during the maximum hour, but,

    c) When the 85-percentile approach speed of the major street traffic exceeds 40 miles per hour, the minimum vehicular volume warrant is 70 percent of the above requirements.

The above warrants for multi-way stop signs shall be applied to the following locations within the City of Brentwood:

- On State or Federal highways.

- At intersections that include at least one street classified as an arterial by the City of Brentwood (see attachment A for a list of classified arterials within Brentwood).

- Any intersections within a commercial zoning district.

- On any section of arterial, collector, or local street that has been or is expected to be improved by State or Federal funds (excluding State street aid funds).

PART II

WARRANTS FOR MULTI-WAY STOP SIGN INSTALLATION ON RESIDENTIAL STREETS

Multi-way stop sign installation may be allowed if one of the following conditions is met:

1. The sight distance for a vehicle in a stopped position on a minor street approach (or approaches) of an intersection is less than 180 feet. The sight distance measurements shall be done in accordance with the procedures outlined in the latest edition of A Policy on Geometric Design of Highways and Streets.

2. A crash problem, as indicated by 3 or more reported accidents in a 12-month period that are susceptible to correction by a multi-way stop installation. Such accidents include right- and left-turn collisions as well as right-angle collisions. Rear-end, side-swipe, and run-off-the-road type accidents are not considered to be the type susceptible to correction by a multi-way stop installation.

3. Four-way stop sign installation may be considered at intersections of residential streets within the City of Brentwood if six (6) of the following conditions are met:

   a) The total vehicular volume entering the intersection from all approaches averages 100 veh/hr (minimum) for at least any four hours during a typical weekday.

   b) The vehicular volume entering the intersection from the minor street or streets for the same four hours averages at least 25 vehicles per hour.

   c) Both streets have residential frontage and speed limits of 30 mph or less.

   d) Neither street is listed as an arterial per policy.

   e) Neither street exceeds 38 feet in width, excluding median width.

   f) No existing stop sign or traffic signal is located on the more heavily traveled street within a distance of 1,200 feet. In cases where stop signs are currently located on the more heavily traveled street at the subject intersection, this distance restriction shall not apply and Condition 3(f) shall be considered satisfied.

   g) The intersection has four legs with streets extending for a minimum of 800 feet, including connecting streets, from the intersection on at least three of the four sides.

4. The standard multi-way stop warrants as specified by the MUTCD and described in Part I may be applied to intersections of residential streets within the City of Brentwood. Thus, multi-way stop sign installation may be considered at intersections of residential streets within the City of Brentwood if the standard warrants are met.

PART III

CONSIDERATION OF EXISTING MULTI-WAY STOP SIGNS WITHIN THE CITY OF BRENTWOOD

Unless otherwise specifically removed by action of the City Board of Commissioners, the multi-way stop installations that are currently in operation within the City of Brentwood as of the date this revised policy is adopted shall remain in operation.

PART IV

WARRANTS FOR STOP SIGN INSTALLATION FOR NEW SUBDIVISIONS WITHIN THE CITY OF BRENTWOOD

The City staff shall be responsible for determining the locations for all stop sign installations within a new subdivision prior to approval of the final plat of a subdivision. The developer shall be responsible for purchasing and installing the appropriate signs at the locations determined by the City staff.

PART V

TRAFFIC CALMING POLICY FOR RESIDENTIAL COLLECTOR STREETS

The Policy is only applicable to identified public residential collector streets inside the City Limits of Brentwood, and does not apply to private streets in gated communities. The currently identified residential collector streets are as follow:

Arrowhead Drive
Belle Rive Drive
Bluff Road
Carriage Hills Drive
Charity Drive
Concord Pass
General George Patton Drive
Gordon Petty Road
Johnson Chapel Road West
Jones Parkway
Knox Valley Drive
Lipscomb Drive
Manley Lane
McGavock Road
Pinkerton Road
Stanfield Road
Steeplechase Drive
Sunset Rd. (North of Concord Rd.)
Walnut Hills Drive

Residential collector roads are those streets which connect a significant number of local streets or neighborhoods to another collector road or, more commonly, to an arterial road. These streets are also characterized predominately by residential land uses and usually have multiple residential driveways along their lengths. Additional residential collector streets may be identified by the City through the land development approval process under the City subdivision regulations.

The Policy is not applicable to arterial streets (either residential or commercial), to non-residential collector streets, nor is it applicable to any local street. Undesirable traffic conditions on arterials or non-residential collectors, when reported, shall be investigated by engineering study to determine causes and appropriate solutions. Traffic conditions on local streets shall be addressed through the existing speed hump policy effective since 1997 within the City of Brentwood. Also, the Policy is not applicable to any route identified as a primary emergency route. Where unusual circumstances exist, this policy can be made applicable to arterial or commercial collectors if deemed appropriate by the City Commission, based on results of an engineering study.

Procedures for Traffic Calming Retrofits on Existing Streets

The consideration for traffic calming on a residential collector street shall be initiated by a written request to study a traffic speeding or safety problem from the homeowner's association (the petitioner) representing the affected neighborhood to the City of Brentwood's Public Works Department. If no homeowner's association exists for the neighborhood the request may come from a representative number of affected residents, defined as a petition with more than 50% of those homes (one signature and printed name per residence) indicating support within 600 feet of a proposed improvement. Eligibility to vote within this area shall terminate 100 feet before a stop sign or other traffic impediment. Said petition shall be used only to affirm that sufficient support exists to initiate a study. The request shall outline the perceived problem(s) and the requested action. Upon receipt of a request the City will contact the petitioner, and if necessary meet with the petitioner, to ensure that the details of the request are understood.

a) Traffic Calming Study Roadway Criteria

Upon receipt of a valid request, the City will conduct a study of the street to determine the needs and potential traffic calming treatments. This study will first determine whether the street meets the established criteria for traffic calming implementation. These criteria are listed below:

Speed – Consideration of traffic calming activity will be given to residential collector streets which have an 85th percentile speed over at least 24 hours of typical weekday data collection that is 8 mph or more over the posted speed limit.

Volume – Only residential collectors having an average daily traffic (ADT) count of at least 500 vehicles per day will be considered for traffic calming.

Other Criteria – The street segment under study must be at least 800 feet in length. Logical termini for beginning and ending the calming treatment must be identifiable. The street must have no more than two traffic lanes (one in each direction).

b) Tiered Implementation Approach

The Policy requires that, upon finding that all of the roadway criteria are met, and that the issue of concern is found by data collection to be a traffic speeding or safety problem, an incremental approach and remedial methods as outlined in this section will be recommended, based on the results of the traffic calming study.

The incremental approach consists of two tiers of traffic calming strategies. Tier 1 consists of non-construction strategies. Tier 2 strategies are those which typically require construction and which change the roadway physically in some way. Details of Tier 2 strategies are included as an appendix to the Policy. Tier 1 and 2 strategies are as follows:

Tier 1:

- Signage (regulatory or warning)
- Centerline or edge line/shoulder striping (with or without bike facility)
- Police enforcement of speed limit (in addition to routine enforcement regularly performed by police department)
- Speed trailer
- Other strategies proposed by the petitioner or staff which present no physical changes to the roadway

Tier 2:

- Medians or median islands (typically must fit within right-of-way)
- Traffic circles or roundabouts (subject to sufficient right-of-way)
- Curb Extensions/bulb-outs
- Chicanes
- Speed tables/raised crosswalk
- Textured pavements
- Other strategies proposed by the petitioner or otherwise approved by staff (subject to approval by City Commission)

[Note: Designated collector roadways are not eligible for speed humps. See Part VII]

(1) ***Tier 1 Implementation***

The engineering study conducted by the City shall include a recommendation of one or more of the Tier 1 strategies. The study will also outline Tier 2 strategies that are appropriate for the location in case the Tier 1 strategies do not prove to be successful. The study will include analysis of traffic volumes, traffic speeds, accident history for the subject street segment, and other transportation related features such as the presence of sidewalks, and whether or not the subject street is used by children to walk to school. Once the study is complete, staff will meet with the petitioner to outline the recommendations of the study.

Implementation of Tier 1 strategies will be required first unless it is determined by the City that Tier 1 strategies are either not viable, would not be effective, or have already been implemented. Tier 1 strategies may be implemented by staff based on the recommendations of the traffic calming study and concurrence of the recommendations by the petitioner. If the Tier 1 strategies prove to be effective then no additional action

is needed. After six months, if the Tier 1 strategy is perceived to be ineffective at mitigating the issue of concern, the petitioner may request consideration of a Tier 2 traffic calming strategy.

(2) Tier 2 Implementation

Upon receipt of a request for consideration of a Tier 2 traffic calming strategy, the City will conduct a second study to validate that the Tier 1 strategy has not been effective. If this study shows that the Tier 1 strategy has been ineffective at addressing the problems, then a Tier 2 strategy, if appropriate, will be recommended. Tier 2 strategies must be reviewed by the City's Traffic Engineer prior to being recommended to the petitioner.

If a Tier 2 strategy is recommended, the staff will meet with the petitioner to outline the recommendations of the traffic calming study. To initiate further action, a second round of petitions must be signed by at least 2/3 of the households within the affected area supporting the Tier 2 recommendations. The affected area is typically defined as all residences located within 600 feet of the proposed traffic calming improvement, measured along the affected street (but not turning corners along intersecting streets). Eligibility to vote shall terminate 100 feet before a stop sign or traffic impediment. If a series of improvements are proposed, such as speed tables or traffic circles, a separate petition shall be required for each such improvement. Unless used at an intersection, the minimum number of speed tables is two, which must be a minimum of 300 and a maximum of 600 feet apart.

The petitions will be mailed, one to each residence, by the City on behalf of the petitioner and responses will be received and tallied by the City. Eligibility to vote shall not be contingent upon HOA membership or the status of said membership. Once petitions are mailed, there shall be a 45-day window for responses to be returned. One 30-day extension may be granted by staff if extenuating circumstances are present. Said request must be submitted within 7 days of notification of petition results, and if granted, the extension will commence on the date the petitioner receives notice of the approval. Non-responses will be counted as "no" votes.

Once petitions indicating support and signed by at least 2/3 of the households within the affected area are received by the City, a public meeting will be scheduled by staff. Based upon the public support as evidenced by the petition together with the input from the public meeting, staff will make a recommendation to the Board of Commissioners regarding implementation of a Tier 2 strategy.

Petitions that fail to receive sufficient support may not be attempted again by any petitioner for improvements in the same form, or in substantially the same form, until 24 months have elapsed. The moratorium on new petitions shall commence on the last day of the voting window, including any extension.

(3) Prioritization of Tier 2 Requests

In the event of multiple Tier 2 requests, staff will utilize the following scoring system to determine priority:

Criteria	Points	Basis
Speed	0 – 40	5 pts. for every mph the 85th percentile speed is more than 8 mph above the speed limit, up to a maximum of 40 pts.
Volume	0 – 20	ADT/250, up to a maximum of 20 pts.
Accident History	0 – 20	5 pts. for each accident per year up to a maximum of 20 pts.
School Route	0 or 10	0 pts. if not on a route used by children to walk to school, 10 pts. if on a school walking route
Sidewalks	0 or 10	0 pts. if a continuous sidewalk exist, 10 pts. if no continuous sidewalk is in place
Total Points Possible	**100**	

Funding

It will be the responsibility of the City to fund the Tier 1 and Tier 2 strategies, subject to available funds as provided through the City's normal budgeting process. Use of private funding by residents or homeowner's association to leverage city funding to expedite implementation is permissible subject to approval by the City Commission.

PART VI

TRAFFIC CALMING FOR NEW SUBDIVISIONS WITHIN THE CITY OF BRENTWOOD

The City staff shall be responsible for determining appropriate traffic calming measures within a new subdivision in accordance with the adopted subdivision regulations, subject to approval by the Planning Commission through the normal planning approval process for new subdivisions. The developer shall be responsible for constructing or installing the appropriate traffic calming measures.

PART VII

SPEED HUMP POLICY

The City of Brentwood recognizes that properly placed and designed speed humps are an effective tool for reducing vehicular speeds and discouraging cut through traffic on residential streets. Speed humps are only allowed on certain public non-collector, non-arterial, residential streets. This policy outlines the procedure for determining when, where and how speed humps will be installed in the City of Brentwood. This policy does not apply to private streets in gated communities.

Speed humps shall be installed according to this policy and the specific design criteria outlined in

the following section. Requests for speed humps shall be directed in writing to the City Manager for approval subject to review and recommendations from the City's Engineers.

Speed humps may be installed in residential areas if all of the following conditions are met:

1) The residential street has a problem with either cut through traffic or vehicular speeding. By default, the street is functioning as a minor collector road but does not have the standard pavement width specified in the subdivision regulations (i.e., minimum 30 feet width) to serve effectively as a collector road. In addition, the street provides either a connection route between two designated arterial or collector streets or permits traffic from another subdivision to pass through the affected subdivision street en route to an outside destination. Additional priority shall be placed on the above streets when a higher density of housing is present (i.e., lots that are less than 1 acre with front yard setbacks less than 75 feet, thereby creating more potential conflicts with residents and pedestrians).

2) The cut through traffic or speeding problem can be identified by the City through current traffic counts, speed surveys and projections of future traffic impact in accordance with long range development plans for the area. Cut through traffic shall be defined as the condition where 35% or more of the traffic on the affected street does not originate or terminate in the subdivision. A condition of speeding exists when the 85th percentile speed of traffic on the street exceeds the posted speed limit.

3) To ensure timely response of emergency vehicles, no speed humps shall be permitted on designated arterial or collector streets.

4) An eligible street must be a designated local street with a projected average daily traffic count not to exceed 2,500 vehicles per day at the time of full development of the area. No speed humps shall be installed on any street with a current vehicle count of less than 500 per day. Speed humps may be removed by the City at any time in the future if the traffic count for the street exceeds 2,500 vehicles per day.

5) The minimum number of speed humps along a roadway segment is two, which must be a minimum of 300 and a maximum 600 feet apart.

6) The consideration for speed humps shall be initiated by a written request to study a traffic speeding or safety problem from the homeowner's association (the petitioner) representing the affected neighborhood to the City of Brentwood's Public Works Department. If no homeowner's association exists for the neighborhood the request may come from a representative number of affected residents, defined as a petition with 50% of those homes (one signature and printed name per residence) indicating support within 600 feet of the proposed location. Eligibility to vote shall terminate 100 feet before a stop sign or traffic impediment. Staff will work with the proposers to determine the proposed location to be used for the petition. Petitioners must agree to pay 60% of the direct cost associated with installing the paving, signage, and markings. The request shall outline the perceived problem(s) and the request. Said petitions shall be used only to affirm that sufficient support exists to initiate a study. Upon receipt of a request the City will contact the petitioner, and if necessary meet with the petitioner, to ensure that the details of the request are understood.

7) The City shall assume responsibility and cost associated with traffic engineering review, and

in-house approval and coordination to ensure that the proposed speed humps are located in compliance with this policy and are installed properly on the roadway. This does not prevent petitioning residents from securing at their expense additional professional services from a licensed traffic engineer to provide supplemental information in support of the proposal.

8) If speed humps are recommended, the staff will meet with the petitioner to discuss the details of the study. To initiate further action, a second round of petitions must be signed by at least 2/3 of the households within the affected area supporting the recommendations and agreeing to pay 60% of the direct costs either through the HOA or from the residents directly. If the HOA is to pay the direct costs, a letter indicating such shall also be required. The affected area is typically defined as all residences located within 600 feet of each proposed hump, measured along the affected street (but not turning corners along intersecting streets). Eligibility to vote shall terminate 100 feet before a stop sign or other traffic impediment. A separate petition shall be required for each hump.

9) The second round of petitions will be mailed, one to each residence, by the City on behalf of the petitioner and responses will be received and tallied by the City. Eligibility to vote shall not be contingent upon HOA membership or the status of said membership. Once petitions are mailed, there shall be a 45-day window for responses to be returned. One 30-day extension may be granted by staff if extenuating circumstances are present. Said request must be submitted within 7 days of notification of petition results, and if granted, the extension will commence on the date the petitioner receives notice of the approval. Non-responses will be counted as “no” votes.

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11) The installation of speed humps shall be viewed as a last step in a comprehensive plan for reducing vehicle speeds and for discouraging cut through traffic movements in a residential area. Prior to the installation of speed humps, the City may address the problem at City expense through less dramatic measures on the street such as the installation of additional signs, traditional pavement striping and markings, etc. If used, the residents and the City shall reevaluate the effectiveness of those measures six months after installation. Based on this evaluation, a final decision will be made on the installation of the speed humps.

12) Prior to the installation of the speed humps, a resolution approving the proposed speed hump location(s) shall be approved by the Board of Commissioners.

13) Prior to the installation of the approved speed humps, the petitioning residents shall pay the City 60% of the cost for the improvements based on an itemized breakdown of estimated expenses plus a 10% contingency for unanticipated expenses. Any funds left over at the completion of the project shall be returned to the petitioning group. Petitions will expire if full payment is not received within 6 months of approval by the City Commission.

SPEED HUMP POLICY DESIGN CRITERIA

1) The eligible street must be a two (2) lane roadway less than 30 feet in width with grades no greater than 6% and have a designated speed limit of 30 mph or less.

2) Speed humps shall be placed at least 200 feet away from intersections and from any horizontal curve with a c6nterline radius of 150 feet or less.

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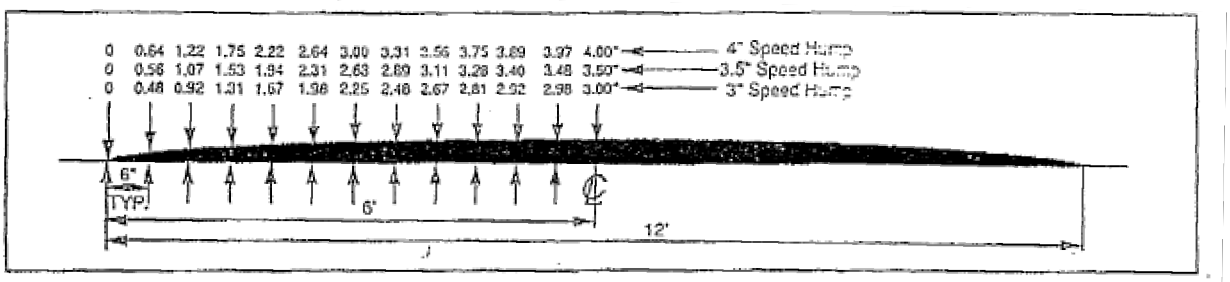
4) The speed humps shall be designed and installed to have a maximum height of 3 inches to 4 inches with a travel length of 12 feet. The attached figure shows the standard dimensions for speed humps.

5) Regulatory signs, identifying the specific street(s) in a subdivision as a residential speed control district shall be installed in a prominent location in advance of the first series of humps. The design and legend for the sign is shown in the attached figure. The signs shall be 24" x 24", with a black legend on a white background.

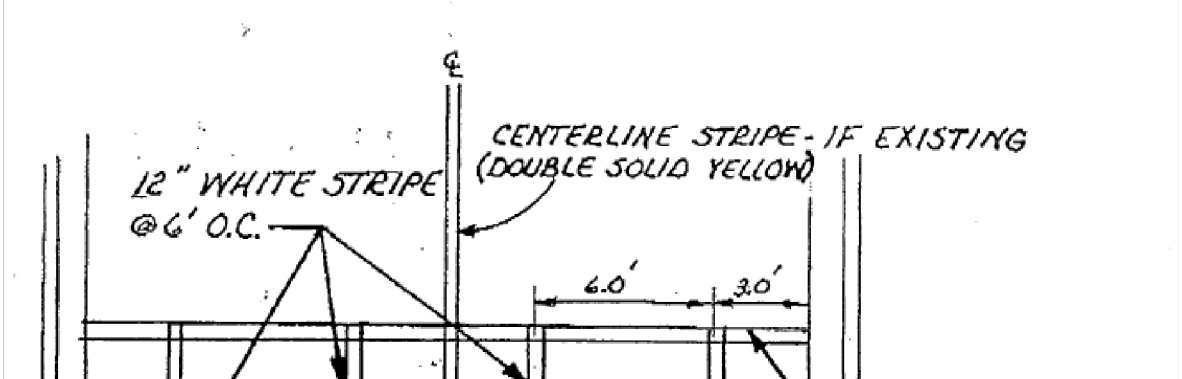
6) Advance warning signs shall be installed for each approach to a series of humps. The signs shall be designed and installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The signs shall be standard 30" x 30" black legend on yellow diagonal warning signs with the legend "SPEED HUMPS 11". An advisory speed plate (18" x 18" black legend on yellow rectangular warning sign) with a "15 M.P.H." legend shall also be installed. The signs shall be placed approximately 125 feet in advance of the first speed hump encountered by a driver.

7) Double yellow centerline pavement markings shall be required on the street and shall continue across all speed humps which are installed on roadways. Pavement marking shall be installed on each speed hump as shown on the attached figure.

8) All proposed locations for speed humps shall be reviewed by the City Engineer prior to the installation to ensure that drainage is adequately accommodated.



RECOMMENDED DIMENSIONS FOR SPEED HUMPS



PAVEMENT MARKING DETAILS FOR SPEED HUMPS

Consent 7.

Brentwood City Commission Agenda
Meeting Date: 12/08/2025
Res 2025-92 - Approval of a Wood Waste Contract with Alternative Energy Products, LLC
Submitted by: Dale Biggerstaff, Public Works
Department: Public Works

Information

Subject
Res 2025-92 - Approval of a Wood Waste Contract with Alternative Energy Products, LLC

Background
The City's Public Works Department has partnered with Alternative Energy Products (AEP) for the last several years as a licensed contractor authorized by the State to handle and dispose of clean wood waste generated through our brush collection program and our own internal storm clean-up efforts.

To the best of our knowledge, there are only three contractors in Middle Tennessee who are licensed and equipped to perform the scale of work necessary, to handle the Brentwood Public Works Department's needs. Staff have reached out to each of the three contractors to evaluate the competitiveness of pricing. Staff have spoken with representatives from Benchmark Companies of Christiana, TN, however after numerous attempts we have failed to get a formal response. Staff met with representatives from Queen's Tree Surgery of Murfreesboro, TN and obtained an all-inclusive price of $6.45/cubic yard of wood chips removed. AEP has offered to extended their all-inclusive price of $5.25/cubic yard of wood chips removed until June 30, 2026. FY27 and FY28 will be $6.00/cubic yard, making them the most competitive contractor. The current $5.25/cubic yard has been unchanged since 2023.

Given the limited number of vendors in Middle Tennessee who can perform this type of work, the City's positive track record with AEP in providing these services in a timely manner, and the advantageous pricing offered by AEP for another three years, staff recommends waiver of competitive selection and approval of a wood waste contract with AEP for these services.

Please direct any questions to the Public Works Director.

Staff Recommendation
Staff recommends waiver of competitive selection for the on-call, onsite wood waste grinding and removal services, and approval of the attached resolution and agreement with AEP, LLC.

Previous Commission Action

City Commission approved an agreement with Alternative Energy Products, LLC. on August 12, 2024, by Resolution 2024-87 for hauling and disposal of wood chips generated through the City's brush collection program.

Fiscal Impact

Amount : $400,000

Source of Funds: General Fund

Account Number: 110-43120-82270

Fiscal Impact:

The FY26 budget includes $120,000 for these services, which is an estimate of what is expected to be needed for this volume-based pricing contract. For FY 2027 and FY 2028, the amount is estimated at $140,000 with the new pricing of $6.00/cubic yard. The total for this 3-year contract is estimated at $400,000. Actual costs could vary considerably based on the volume of brush collected through regular residential brush collection and the volume of storm damage collected throughout the year.

Attachments

Resolution 2025-92

COB Contract # 2025-143

RESOLUTION 2025-92

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND ALTERNATIVE ENERGY PRODUCTS, LLC FOR WOOD WASTE GRINDING AND REMOVAL SERVICES, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

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

SECTION 1. That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood, Tennessee and Alternative Energy Products, LLC for wood waste grinding and removal services, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

MAYOR Nelson Andrews

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

ALTERNATIVE ENERGY PRODUCTS, LLC
WASTE WOOD REMOVAL & DISPOSAL SERVICES AGREEMENT

Extension Term: January 1, 2025 – June 30, 2026
Renewal Term: July 1, 2026 – June 30, 2028

Alternative Energy Products, LLC will provide all equipment, permits/licenses, insurance, and transportation as necessary to provide Non-Hazardous Wood Waste Removal and Disposal Services for the City of Brentwood, TN located at 1750 General George Patton Drive, Brentwood, TN.

SERVICE DETAILS

- AE Products LLC will furnish a grinder and loader and provide an operator.
- Loads must be clean (untreated/unpainted) waste wood and metal-free except nails.
- No hazardous materials or personal refuse will be accepted.
- 100% of all chipper waste material will be remanufactured for beneficial reuse.

PRICING THROUGH JUNE 30, 2026 (EXTENSION TERM)

- $5.25 per cubic yard.
- Each trailer holds 100 cubic yards ($525 per load).

RENEWAL TERM PRICING (JULY 1, 2026 – JUNE 30, 2028)

- The updated service fee will be $6.00 per cubic yard.
- Loads consisting of 100 cubic yards will be billed at $600 per load.

ADDITIONAL TERMS

- Invoices will be processed and mailed weekly; payment terms are net 30 days.
- Either party may terminate this agreement with written notice.
- Alternative Energy Products, LLC maintains $1M Commercial Liability with a $4M umbrella.

SIGNATURES & AUTHORIZATION

CITY OF BRENTWOOD:

Name: _____
Title: _____
Signature: _____
Date: _____

ALTERNATIVE ENERGY PRODUCTS, LLC:

Name: Tanner Withrow
Title: GM br/> Signature:
Date: 11-19-25

CITY SEAL / STAMP AREA (EXPANDED):

_____

DOCUSIGN / ELECTRONIC SIGNATURE BOX:

_____

Consent 8.

Brentwood City Commission Agenda

Meeting Date: 12/08/2025

Approval to pay invoice for GNRC local government dues & Nashville MPO transportation planning dues

Submitted by: Todd Petrowski, Planning & Codes

Department: Planning & Codes

Information

Subject

Approval to pay invoice for GNRC local government dues & Nashville MPO transportation planning dues.

Background

This $33,496.10 invoice is for our Greater Nashville Regional Council (GNRC) dues for fiscal year ending June 30, 2026. This is our share of regional matching funds for state and federal grants and infrastructure planning.

Staff requests approval to pay this invoice.

Staff Recommendation

Staff requests approval to pay this invoice.

Fiscal Impact

Amount : $33,496.10

Source of Funds: General Fund

Account Number: Multiple - see below

Fiscal Impact:

A portion of this invoice, $13,579.50, will be paid by Planning (110-41700-82810) and the remaining $19,916.60 will be paid by City Commission (110-41110-82810).

Attachments

GNRC Invoice

November 1, 2025

Mr. Jason Gage
City of Brentwood
5211 Maryland Way
Brentwood, TN 37027

Subject: Invoice for FY 2026 Local Government Dues

Dear Mr. Gage:

Please find enclosed an invoice for local government dues for the fiscal year ending June 30, 2026. The invoiced amount includes your community's share of regional matching funds for state and federal grants that support aging and disability services, economic and community development projects, and infrastructure planning carried across the mid-state by the Greater Nashville Regional Council (GNRC).

GNRC was established by the Tennessee General Assembly in 1965 as the state development district for northern Middle Tennessee. Local government dues account for 4 percent of the annual budget and are required by TCA 13-14-111 to draw down state funds and to cover the costs of activities that keep the region and your community eligible for billions more in federal grants made available for infrastructure projects and social services.

- The ***Annual Work Program and Budget*** adopted by the Regional Council body on June 18, 2025 describes the organization's federal requirements and the activities to be undertaken in support of state agencies and local governments: **GNRC.org/AnnualBudget**.
- The ***Annual Report*** provides an overview of agency programs and services and a list of accomplishments during the prior fiscal year: **GNRC.org/AnnualReport**.
- More information about dues and the agency's budget is available at **GNRC.org/Budget**.

Please do not hesitate to reach out to me at (615) 880-3540 or mskipper@gnrc.org with questions or to request additional information.

Respectfully,

Michael Skipper, AICP
Executive Director

Cc: The Honorable Mary Esther Reed, Town of Smyrna, GNRC Treasurer
Megan Nelson, GNRC Finance Director

GNRC

FY 2026 INVOICE

TO:	Mr. Jason Gage City of Brentwood	**Invoice#** DUES-26-005
FOR:	**GNRC Dues - July 1, 2025 to June 30, 2026**	

	REGIONWIDE	YOUR SHARE
FY 2026 GNRC BUDGETED REVENUE	**$22.2 Million**	
GRANTS AND PROGRAM REVENUE	$20.8 Million	
STATE BUDGET ALLOCATION (TCA § 13-14-111)	$366,425	
LOCAL GOVERMENT DUES [1]	$969,969	$19,916.60
NASHVILLE MPO TRANSPORTATION PLANNING DUES [2]	$570,930	$13,579.50
TOTAL AMOUNT DUE:		**$33,496.10**

About Dues

[1]Local government dues are set by the local government members of the Regional Council body and required by the state as a condition of TCA § 13-14-111. GNRC uses membership dues to match or supplement federal and state grant programs that qualify your community for important social services and infrastructure investments. The rate is 44 cents per capita.

[2]Applies to local government members of the Nashville Area MPO Transportation Policy Board. The rate is 30 cents per capita. The amount shown is for regional dues only and does not include your share of local matching funds for subregional or corridor studies you have requested through the MPO Unified Planning Work Program. If applicable, that amount will be invoiced separately.

PAYABLE BY ACH OR CHECK TO:	**PAY BY ACH** Account Number: 92063977 Routing Number: 082900432 **PAY BY CHECK** Greater Nashville Regional Council c/o Megan Nelson, Finance Director 44 Vantage Way, Suite 450 Nashville, Tennessee 37228 accounting@gnrc.org 615-880-3540

Consent 9.

Brentwood City Commission Agenda
Meeting Date: 12/08/2025
Approval to purchase Combination Hydro Excavator/Vacuum Assist Machine for Water Services
Submitted by: Chris Milton, Water & Sewer
Department: Water & Sewer

Information

Subject
Approval to purchase Combination Hydro Excavator/Vacuum Assist Machine for Water Services.

Background
Staff is seeking City Commission approval to purchase a 2026 combination hydro excavation/sewer vacuum truck from the manufacturer Sewer Equipment of America, distributor Jet-Vac Equipment Co. of Cookeville, TN via the Sourcewell Purchasing Cooperative.

Hydro Excavation/Sewer Vacuum trucks combine high-pressure water excavation of ground material with a powerful vacuum system into a single vehicle. These machines are designed for non-traditional excavations (i.e., no backhoe machine needed) to dig holes, remove the ground material from over and around a pipe, valve, or other infrastructure with minimal concern for damages to other utilities such as gas, fiber, and electric. The Hydro Excavation feature allows pressure jetting the ground area and vacuums up the removed dirt and other material. The water jetting allows for small amounts of material to be removed at a slow pace, as opposed to large, excavated holes by traditional digging equipment.

The Hydro Excavation technology is typically used in conjunction with needed underground utility locates, initial excavation to identify potential underground problems ahead of the secondary, larger excavation, and also small excavation requirements such as uncovering old service lines to identify material for the department's ongoing "No Lead" program. This newer technology excavation provides significant savings and greater team member safety than traditional excavation methods. The hydro excavation feature on this truck will be the primary function used by the Operations team. However, additionally, as a "combination" machine, this equipment can be utilized to clear sewer pipeline blockages, particularly in an emergency when flows are backing up and may overflow, clear drain lines and interceptors from grit and debris at a number of City facilities, and assist with numerous other operations tasks as needed.

These machines have become commonplace and an invaluable tool with municipalities and utilities for daily operations. They represent an important and strategic investment with the return being realized with significant reductions in labor and equipment costs associated when compared with traditional excavation requiring multiple machines and crew members; reduced hazardous risk for team members during excavation operations and significant reduction in damaged utility costs when hydro excavating versus traditional excavation (like with a backhoe as previously mentioned). For reference, the City of Murfreesboro operates five of these machines; Franklin

three; Harpeth Valley Utility District three; and Clarksville three. This machine would be the first such machine to be added to the Water Department's fleet and extremely desired by the Operation's team. During the last several years, on average, the Water Services Department has spent about $25,000 annually on these operations and repairing damaged water and sewer lines from traditional excavation, resulting from incorrectly located utilities, with additional savings annually realized in other areas of operations. Utilities are sometimes incorrectly located with traditional technologies because of poor or missing record drawings, or underground detection equipment cannot accurately locate piping installed decades ago due to primarily non-metallic pipe material. It is very expensive and time-consuming when required to dispatch a crew with a traditional excavator to a site simply to dig down to a pipeline, valve, etc. to determine the exact location, material, etc. For underground utility operations, this purchase can be strongly justified on financial, operational, team member safety and environmental (overflow prevention) factors, not to mention enhanced operational response time that results in better customer service.

The FY 2026 budget does not include the funding for this purchase. The complexity of this machine requires a 6–8-month production time. Staff has discussed internally and determined it to be reasonable to present the purchase recommendation to the Board at this time and then place the order followed up with a budget amendment at the end of FY 2026. Should delivery of this vehicle occur after June 30, 2026, then a FY 2027 budget amendment will be required. The cost of this unit under the Sourcewell purchasing cooperative is $575,385.20.

Additionally, given the complexity of this machine, there is a break point with respect to the unit's lifecycle maintenance costs where the machine's downtime quickly begins to diminish cost savings and productivity. As has been previously executed by City departments and found to be successful with purchases of similar, expensive, complex machinery, we are also recommending purchase of an extended warranty package at a cost of $11,060.00. The five-year extended warranty on significant components of the machine such as the engine, transmission, many operating components and chassis, aids in extending the life of the machine by deferring maintenance costs to provide for the most efficient use and minimize downtime. Accordingly, staff is recommending authorization to purchase this Sewer Equipment of America, Hydro Excavator/Vacuum Combination truck from Jet-Vac Equipment Company, LLC with extended warranty package at a total cost of $586,445.20 via the Sourcewell Purchasing Cooperative. Equipment photos are included for reference. Please contact Water Services Director Chris Milton with any questions you may have.

Staff Recommendation

Staff recommends approval.

Fiscal Impact

Amount : $586,445.20

Source of Funds: Water & Sewer Fund

Account Number: 412-16430

Fiscal Impact:

With delivery anticipated in FY 2027, funds will be included in that year's budget for this purchase. Should the unit be delivered early, funding will be included in the FY 2026 year-end budget amendment.

Attachments

Hydro Machine Sourcewell Quote

SEoA Contract Extension

Sourcewell Contract with Sewer Equipment of Americal

Product Photos

Date: 08/05/2025

Quoted To:
City of Brentwood
Attn: Accounts Payable
1750 General George Patton Dr.
Brentwood TN 37027

Location: COOKEVILLE
Quote Number: Q00584
Expiry Date: 09/04/2025
Salesperson: KYLE ANDERSON
KYLE@JET-VAC.COM
Responsible: BRITTANY WINDHAM
brittany@jet-vac.com
Attention: Matthew Houck

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

900 ECO (9YD) — 429,760.00

Vacuum System:
4400 CFM Blower
8" Vacuum Hose system
18" Hg vacuum rating
Dual Cyclone Separator
Dual Element 10 Micron Final Filter
Remote Vacuum Relief
Analog Vacuum Display
(6) Tube / Tube Rack
Boom:
Telescoping Boom System
Telescoping Reach 17' 2" to 27' 2"
Hydraulic Powered Boom
180° Working Radius
Boom Joystick Control
Debris Tank:
9 Cubic Yard Capacity
Hydraulic Dump, 50° Dump Angle
Dual Ported Rear Door w/ Knife Valve
Dump Height 60"
Hydraulic Open/Close/Lock Door
Water System:
1000 Gallon Capacity Water Tank
Giant plunger style triplex 65 gpm @ 2000 psi w/ 30 min run dry
Black Duraprolene™ Water Tank Construction w/ 10 Year Warranty

Cold Weather Recirculation System
2.5" Hydrant Fill system
Air Purge Valve
Variable Volume Delivery
Low Water Warning Light
Analog Pressure Display
Front and Mid Ship Hand Gun Ports
Electrical:
NEMA 4 Control Panel
Hour Meter (Blower & Water Pump)
Military Spec. Sealed Switches
Truck:
Mounting to Approved Chassis
(1) Alum Toolbox 24"x42"x100" - Behind Cab
LED D.O.T. Approved Lighting
(2) Tow Hooks Front Bumper
Hose Reel & Hose:
Front Mounted Telescoping & Rotating
800' X 1" Hose Capacity
10' Leader Hose
Single Side Controls
Accessories:
(3) 8" x 6' Extension Tube
(1) 8" X 3' Extension Tube
(1) 8" x 6' Crowned Suction Nozzle
(1) 6" x 10' Flat Discharge Hose
BB Hose Guide
Tri-Star (chisel point) nozzle
DD (high flow) nozzle
Finned Nozzle extension
Nozzle Rack (Mounted midship toolbox)
25' Fill Hose
Upstream Pulley Guide
Washdown Gun w/ 50' of Hose
Cleaner, Tip, Torch, Small
(1) Hydrant Wrench
(1) Paper Owner's Manual
****
AUTOMATIC LEVELWIND W/ HYDRAULIC UP/DOWN ACTION
DIGITAL 'SMART COUNTER' FOOTAGE METER ±3% ACCURACY
600' 1" ID x 2,500 PSI OPERATING PRESSURE - PER FT
UPGRADE WATER PUMP DRAIN VALVES
DIGITAL WATER TANK LEVEL GAUGE
2" WYE-STRAINER ON INLET FILL SYSTEM
FILL HOSE STORAGE RACK
STANDARD HYDROEXCAVATION CLEANING KIT 20GPM @ 2000PSI - Includes 8" x 6' dig tube, 8GPM rotary dig wand, 10GPM linear nozzle (shipped loose), (2) 5' extension wands, and automatic reel w/ 75' of 3/8" hose
LATERAL LINE CLEANING KIT (200' x 1/2" sewer hose on a stationary reel w/ variable electric rewind. Includes a dedicated auxiliary cleaning circuit rated at system pressure, a flushing nozzle, and a penetrating nozzle. Mounts on the front driver's side bumper.)
CENTRAL WASHDOWN SYSTEM W/ 50FT RETRACTABLE HOSE REEL (mounted at midship)
REAR TOOLBOX GROUP (Includes qty 2 24"x18"x18" boxes and qty 1 63.75"x17.25"12" center section w/ pass-through opening. Only available on single axle chassis.)
ADD QTY 2 30"X18"X18" PASSENGER SIDE ALUMINUM TOOLBOXES W/ RETRACTABLE 2 STEP LADDER (not available with cold weather hydroexcavation cleaning kit option)
ADD QTY 1 30"X18"X18" PASSENGER SIDE RAIL ALUMINUM TOOLBOX (maximum 1 allowed, not available with single piston water pump option)
EXPANDED METAL STORAGE BASKET (mounted on driver's side frame rail, not available with driver's side water tank or winterization options)
DEBRIS BODY PUMP OFF SYSTEM (4" hydraulic driven pump rated @ 800GPM located on rear door of debris box, includes swing

out decant screen) (Torque PTO bolts & studs @ 50ft-lbs)
DEBRIS LIQUID LEVEL AUDIBLE ALARM (Level set point is adjustable. Tied to vacuum relief and opens vacuum relief valve.)
MANUAL/ELECTRIC BOOM CONTORL VALVE (Control valves have built in manual boom control levers. Located at midship.)
DUAL VARIABLE VACUUM CONTROL (located at both hose reel and midship)
DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)
8" VAC TUBE HANDLE
WIRELESS REMOTE PENDANT CONTROL (w/ hose reel payout/retreive, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract, and kill switch)
WIRELESS REMOTE ALARM (buzzer alarm sounds when truck is taken out of neutral with remote not in charging dock)
LED TOOLBOX LIGHTING
LED STROBE LIGHT PACKAGE (6 lights total - 2 lights in grill, 1 light right side, 1 light left side, and 2 lights on rear)
LED ARROW STICK
LED MANHOLE AREA WORK LIGHT
LED CURBSIDE BODY MOUNTED WORK LIGHT
LED BOOM MOUNTED WORK LIGHTS (2 lights mounted on boom with limb guard)
LED REAR MOUNTED WORK LIGHTS (2 lights mounted above rear door)
ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted cameras with split screen monitor in cab)
QTY 4 RUBBER BUMPERS MOUNTED ON REAR BUMPER (Recommended when dumping into containers)
SIX 28" D.O.T. SAFETY CONES AND HOLDER
CENTRAL LUBRICATION SYSTEM
TWO TOW HOOKS ON REAR BUMPER

Western Star 47X 370HP Single Axle Alcoa Wheels	153,518.00

Additional Charges

EQP SOURCEWELLDISCOUNT	-12,892.80
EQP SHIPPING	5,000.00

Comments

****
Sourcewell Contract #101221-SCA
Sewer Equipment - High Pressure Jetting, Vacuum, Hydro-Excavating & Recycling
Maturity Date: 11/29/2026
****

Supplier reserves the right to adjust prices to reflect the impact of any tariffs, duties, or similar governmental charges imposed after the date of this proposal. These adjustments will be calculated to ensure fair allocation of the increased costs. Supplier will provide advance notice of any such adjustments along with documentation supporting the changes.

Selling Price:	575,385.20
Tax:	
Net Selling Price:	575,385.20

Accepted by: **Prepared by:**

CONTRACT EXTENSION

Contract Number: 101221-SCA

Sourcewell 202 12th Street Northeast P.O. Box 219 Staples, MN 56479 (Sourcewell)	and	Sewer Equipment 1590 Dutch Rd Dixon, Illinois 61021-8624 (Vendor)

have entered into Contract Number: 101221-SCA
for the procurement of: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-11-29 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-29 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz
C0FD2A139D06489...
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

2/7/2025 | 4:21 PM CST
Date

Signed by: Dave Madole
8E5340F016584C8...
Authorized Signature

Dave Madole
Name

Vice President & General Manager
Title

2/13/2025 | 4:08 PM CST
Date

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sewer Equipment Co. of America, 1590 Dutch Rd., Dixon, IL 61021 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:44 PM CST

Sewer Equipment Co. of America

DocuSigned by:
By: Shawn Bondele
B5011C400B714B6...
Shawn Bondele
Title: Inside Sales Manager
Date: 11/23/2021 | 4:13 PM EST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/24/2021 | 6:48 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Sewer Equipment Co. of America
Does your company conduct business under any other name? If yes, please state:	IL
Address:	1590 Dutch Road DIXON, IL 61021
Contact:	Shawn Bondele
Email:	shawnbondele@sewerequipment.com
Phone:	815-835-5623
Fax:	815-284-0452
HST#:	36-2786536

Submission Details

Created On:	Wednesday August 25, 2021 07:50:30
Submitted On:	Monday October 11, 2021 15:11:12
Submitted By:	Shawn Bondele
Email:	shawnbondele@sewerequipment.com
Transaction #:	44e1e7e4-e719-4802-a155-e76c8332dafc
Submitter's IP Address:	98.142.194.242

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sewer Equipment Co. of America	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rock Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sewer Equipment	*
4	Proposer Physical Address:	1590 Dutch Rd., Dixon, IL 61021	*
5	Proposer website address (or addresses):	www.sewerequipment.com, www.rock-rental.com, www.sewershop.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Bondele Inside Sales Manager 1590 Dutch Rd. Dixon, IL 61021 shawnbondele@sewerequipment.com 815-835-5566	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tom Hochmuth Regional Sales Manager 1590 Dutch Rd. Dixon, IL 61021 tomhochmuth@sewerequipment.com 815-342-1700 Vanessa Gomez Inside Sales Coordinator 1590 Dutch Rd. Dixon, IL 61021 vanessagomez@sewerequipment.com 815-835-5566	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	"Best Product, Best Local Support" is a promise to our customers and is also a tagline that acts as a guiding principle to us each day. We have long been known for robust and innovative products that focus on simplicity, an increasingly rare characteristic in our marketplace. Sewer Equipment is also unique among manufacturers for our breadth of product, which ultimately allows our salespeople and distributors to sell in a consultative fashion. No other manufacture provides full size combination (jet/vacuum) trucks, mini combo trucks, water recycling combo trucks, truck and trailer jets both large and small, rodders, easement machines, and accessories for sewer cleaning applications as well as purpose built hydro excavation and air excavation trucks of all sizes. Our 76-year history has been one of growth and meaningful innovation. In 1941, our founder, H.T. O'Brien, developed the idea of using a rotating, spring tipped rod for cleaning drains in buildings, and a company was born. Throughout the 1940's and into the 1960's, O'Brien Manufacturing refined and expanded this principle to include trailer mounted rodders for cleaning mainline sewer pipes – these rodders were the predecessors of today's sewer jetters. The late 1960's saw the advent of modern-day sewer jet trucks and water powered rotating root cutters by O'Brien. O'Brien Manufacturing was sold in the early 70's and Sewer Equipment Company of America was opened by Jim O'Brien, son of the founder. The company grew from accessory sales to the manufacture of rodders, bucket machines, vacuum trailers, and truck and trailer jetters. In the mid 2000's we began manufacturing an extensive line of hydro excavating trucks and trailers. In 2012, the company was moved from a 37,000 sq/ft manufacturing facility in Chadwick Il to a 122,000 sq/ft plant in Dixon IL to accommodate our growth. This move allowed us to begin producing the 900-ECO combination sewer cleaner 2015. In the 6 years since its release, the 900-ECO has achieved approximately a 13% share of this hotly contested segment, measured in annual new truck sales in the US. In the last 4 years, we have also released the 400-ECO mini combo truck, the Genesis water recycling combo, and the AX-4000 air excavator truck. May of 2021 marked the completion of our 9000th piece of "big equipment" in company history.	*
10	What are your company's expectations in the event of an award?	We would immediately schedule a video conference meeting with all distributor sales personnel, reiterating the terms of the contract and calling attention to any changes. This would be followed up with in person reviews as well as e-mail / social media blasts to dealers and end users. We would remain the sole source of responsibility for this contract and would handle all order entry and reporting tasks required by the contract as we currently do.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sewer Equipment has a consistent track record of growth and profitability. The company's past performance assures ample resources to enhance our product offerings for the markets we serve. Sewer Equipment maintains insurance coverage that is customary for the business being conducted. (Attachment – 11-2020 Sewer Equipment Co……., 11 – Huntington National Bank……., 11 – 2021-2022 Sewer Equipment COI)	*
12	What is your US market share for the solutions that you are proposing?	Our US Market Share data listed here for combination trucks, truck jets, and hydro excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. Combination Sewer Cleaners (2018) 6.4% (2019) 7.1% (2020) 14% (2021y.t.d.) 13.3% Truck Jets (2018) 58.5% (2019) 8% (2020) 44.6% (2021y.t.d.) 31.7% Hydro-Excavation Trucks (2018) 5.9% (2019) 9.3% (2020) 6.9% (2021y.t.d.) 8.1%	*
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian Market Share data listed here for combination trucks, truck jets, and hydro-excavation trucks is based on data reporting through the American Association of Equipment Manufacturers. Combination Sewer Cleaners (2018) 1.7% (2019) 2.0% (2020) 7.7% (2021y.t.d.)7.5% Truck Jets (2018) 66.7% (2019) 42.9% (2020) 75% (2021y.t.d.) 75% Hydro-Excavation Trucks (2018) 2.1% (2019) 2.0% (2020) 0% (2021y.t.d.) 7.8%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Since its formation, Sewer Equipment has never petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As a manufacturer, our primary means of going to market is via exclusive distributors that are typically responsible for covering the municipal entities in an entire state/states, multiple provinces, or multiple countries. We have distributors in 46 States and 2 Providences in Canada, as well as 5 overseas countries. The only exception is in some states/provinces that are in a transitional phase. Distributors act on our behalf as local sales, service, training, and warranty providers. These distributor sales and service people are 3rd party employees and are looked after by regional sales managers from Sewer Equipment. Distributor service personnel work closely with, and have direct access to Sewer Equipment's warranty department, technical service department and engineering group.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a United States based company, we are an Illinois corporation registered with the Illinois Secretary of State (File No. 50370119). Our Federal Employer Identification Number is 36-2786536. Our Illinois Certificate of Resale Number is 0252-2705. As a manufacturing making mobile products operating on US highways, we have two dealer licenses. DL1582 for trucks and DLT1419 for trailers. Each of our Dealers also hold Dealer Licenses in their respective territories. Where required, Sewer Equipment is licensed as a Manufacturer or Motor Vehicle Converter including Iowa Manufacturer License No. M241, Texas Motor Vehicle Converter License No. 105517, Louisiana Motor Vehicle Converter License No. CV-2021-00122, Washington Vehicle Manufacturer License No. 08152 and Montana New Motor Vehicle Manufacturer License No. 139. Sewer Equipment is also a member of the National Association of Trailer Manufacturers. This assures our trailers are manufactured in accordance with all DOT and NATM guidelines.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Sewer Equipment has not within the ten-year period preceding this bid been debarred or suspended from any public transactions (Federal, State, or local).	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Sewer Equipment was awarded patent number "US 9,863,135 B2" for our Hydro-Drive system on January 9th, 2018. This Hydro-Drive System is the heart of our 900-ECO Combination Sewer Cleaner and has been a major contributor to the continued growth and success of our company. In the July 2021 issue of THE MUNICIPAL, Sewer Equipment was featured in an article "Moving Beyond Transactional Relationships Toward Partnerships." referencing a sale to King County, WA, where they utilized the Sourcewell Contract for the purchase and National Cooperative Lease for the financing. Sewer Equipment's products are in focus on almost a monthly basis in Industry Trade Publications such as CLEANER, DIG DIFFERENT, and MUNICIPAL WATER & SEWER.	*
19	What percentage of your sales are to the governmental sector in the past three years	(2018) 47%, (2019) 52%, (2020) 53%, (2021) 54%	*
20	What percentage of your sales are to the education sector in the past three years	(2018) .032%, (2019) .058%, (2020) 0%, (2021) 0%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The figures below do not include state and other local contracts that are manages by our distributors. These are only contract held directly by Sewer Equipment. HGAC (2018) $361,491.00, (2019) $496,502.00, (2020) $0.00, (2021) $0.00, State of Ohio (2018) $66,914.00, (2019) $337,639.00, (2020) $569,970.00, (2021) $248,523.00 Florida Sheriffs (2018) $0.00, (2019) $0.00, (2020) $0.00, (2021) $87,886.00 BuyBoard (2018) $0.00, (2019) $0.00, (2020) $0.00 (2021) $52,325.00	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sewer Equipment partners with Fedharmony on a GSA contract. We also directly hold a DLA contract. GSA (2018) $0.00, (2019) $250,619.00, (2020) $263,271.00, (2021) $58,479.00 DLA (2018) $0.00, (2019) $256,309.83, (2020) $274,847.00, (2021) $0.00	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Reno, NV	Zac Haffner	775-399-8692	*
City of Salem, OR	Jerry Smith	503-385-7560	*
City of Atlanta, GA	Robert Horton	404-982-1426	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta, GA	Government	Georgia - GA	Combination Sewer Cleaners	8 - 900-ECO's	$2,171,740.00	*
City of Reno, NV	Government	Nevada - NV	Combination Sewer Cleaners, Truck Jets, Easement Machines	3 - 800-HPRs, 3 - 900-ECO's, 1 - JAJ-600WH	$1,141,776.00	*
Snohomish County	Government	Washington - WA	Combination Sewer Cleaners	3 - 900-ECO's	$812,988.00	*
City of Salem, OR	Government	Oregon - OR	Combination Sewer Cleaners	3 - 900-ECO's	$755,912.00	*
City of Hamilton, ON	Government	ON - Ontario	Hydro Excavators	2 - Ramvac HX-12's	$705,804.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	We directly employ a national sales manager as well as an eastern, central, and western regional sales manager that are responsible for our distributor network. We employ 3 inside salespeople as well as 7 direct salespeople that serve markets that are not fully covered by distribution (primarily contractors, but also some federal agencies and education to a very small degree). Three full time demonstration specialists work with our regional sales managers and distributor salespeople to allow our customers to "try it before they buy it", which is a very important aspect of our sales program.	*

26	Dealer network or other distribution methods.	In total, our distributor network employs approximately 140 salespeople. As a premium specialty product, our distributors are quite focused on the Sewer Equipment line, typically spending 50% or more of their efforts on our offerings. A new focus moving forward will be an intensive product and presentation technique training (SEAL - Sewer Equipment Advanced Learning) program for our distributors, with the goal being the most educated and knowledgeable sales staff in the industry. This has already begun with a dealer "walkaround" event (live product presentation), in which dealer salespeople presented several products to their peers and factory personnel and were graded for certification purposes. This program will be expanded with more events and more content in the coming years.	*
27	Service force.	(See attachment: 27 Service Distributor Map – US) As the Sewer Equipment distributor network evolves, our service presence has improved in recent years. With more professional organizations in our ranks, our number of service techs at the dealer in the US and Canada is approximately 170. Each of our distributors is required to have at least two technicians certified at Sewer University, a multi-day class that is regularly held at our Dixon IL headquarters. 99% of our customer's service needs are accommodated at the distributor level. Sewer Equipment also employs 3 mobile service technicians equipped with service trucks that fill in any gaps in service coverage and cover special projects. A relatively unique offering for customers in remote regions is our willingness to provide warranty coverage via a 3rd party repair shop of their choice or to reimburse the customer to perform simple warranty repairs themselves. This is very popular among customers in the rural western US, and is largely made possible by our simple products and factory tech support.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As in the past, Sewer Equipment distributors will provide Sourcewell quotations to customers and will accept purchase orders from customers following Sourcewell guidelines as called out in our Quick start guide for distributors which will be updated (Attachment - 28 Quick Start Guide for dealers- Sourcewell INTERNAL - rev6 4-6-2020). Upon securing the order from the end user, the distributor will in turn place their order with Sewer Equipment and must include a copy of their customer's purchase order complete with Sourcewell discount information, customer Sourcewell number, and our Sourcewell contract number. Said in a simpler way, customers will order from their authorized distributor, and the distributor will order from Sewer Equipment as they normally would, with the exception that Sourcewell quote and order protocols will be followed.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The first and likely most important aspect of our service program is building equipment that can be worked on by the customer or a local shop. Because Sewer Equipment has consciously avoided the use of computers, circuit boards, and CANbus communication protocols in our products, a mechanic with traditional skills and a knowledge of 12-volt wiring systems can often help themselves. If the customer does not possess the skills or cannot resolve the issue on their own, they should make a call to their local distributor to schedule a service visit, or to our corporate service technicians for assistance via the phone. Our corporate, in-house customer service department is comprised of both parts sales specialists and technical support specialists that provide toll-free service and tech support 24-7 & 365 days a year to end users and distributor service groups. Depending upon the issue, many can be handled over the phone with minor adjustments to either the operator's use of the equipment or to the machine itself. Our support specialists have extensive experience in troubleshooting issues and offering solutions. If repair service and parts are required, our specialists will work with the customer and/or dealer to most quickly and easily remedy the situation. To assist in this process, each unit we build is assigned a 4 digit serial number that allows us to retrieve electronic copies of every document related to the system from the sales order to product manuals that contain as built wiring diagrams and hydraulic schematics. We stock an extensive inventory of repair parts and accessories to give expedited service to our customers. Due to our stock levels and standardization on most buy out components, we have a track record of consistently shipping 95+% parts the same day ordered. For those remaining parts, we go to our vendor suppliers for support to meet our customer and dealer network needs. In regard to response time, most customers can expect a personal visit from a dealer technician within 24 hours with some exceptions due to geographic challenges. As detailed above, technical phone support is available all day, every day.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All personnel, physical assets. and procedures are already in place to provide our products and product support nationwide.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are prepared and have already utilized the Sourcewell contract in Canada for a substantial transaction with Hamilton, Ontario (2 Hydro-Excavator trucks)	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Hawaii is the only geography not covered by an exclusive distributor, but we do utilize a non-exclusive reseller to facilitate service issues and the few sales that we see there.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Although we are willing and able to serve all sectors, 98-99% of our customers fall in the government segment with some tribal entities and an occasional school district or university mixed in.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions in regards to the contract for the States of Alaska and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	• Product Literature: We display the Sourcewell contract awarded logo on our product line cards, product catalogs, and our website. See supporting document "Sewer Equipment Co. of America Full Product Line Catalog". • Website: We will highlight this in our website blog content when awarded and highlight on our social platforms. • Magazines: Collaborate with Industry Partners and Trade Publications advertise and write articles highlighting the benefits of utilizing the Sourcewell Contract. • Training on Finance Options: Promote the use of the Contract and Finance Options during our yearly Dealer Meetings. • Main Phone Line: Our on-hold message for our main Sewer Equipment phone line includes a narrative describing the contract and benefits to our customers. • Tradeshows: We display Sourcewell flags/banners at the major industry shows and our distribution (dealer) partners do as well at dozens of local shows each year. • Field: Our three regional sales managers, national sales manager, and demonstration specialists promote the contract at in person customer visits and demonstrations. Trailing has also been provided to our distribution (dealer) partners on how to also promote the contract in the field	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our marketing platforms include: our websites (Sewer Equipment and Rock Rental), ad campaigns through Google AdWords, LinkedIn ads, and Facebook ads, social media platforms such as LinkedIn, Facebook, and Twitter, advertising and editorial content with trade magazines, and email campaigns to established dealer networks and customers.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel that Sourcewell provides the medium and Sewer Equipment supplies the product, both supplying prospects. Sourcewell's marketing efforts are important to expose municipalities to the contract and the accepted option as an alternative to the traditional bid process. Sewer Equipment's responsibility is to market our product to prospects and our distribution network. Integrate Into Sales Process: • We will continue with our existing plan which is mentioned in number 35 above. In addition to what is mentioned we have additional plans already in place that we will continue with that include: o WWETT show, Indianapolis, February 2022: announce renewal of contract at annual dealer meeting. o Each year we present the top 3 Sourcewell dealer salespersons with monetary awards covered by Sewer Equipment. o Our secured dealer portal website includes: all Sourcewell pricing, Sourcewell quick start guide which outlines all pertinent details of our contract. o Internal quarterly sales meeting includes update on sales success regarding the contract. o When a new dealer is brought on, we allocate for 1 hour of Sourcewell training.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system in place at this time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operational training is standard and provided free of charge by our distributors at time of delivery of new machines. Because a large percentage of our customers are repeat buyers, we choose to offer additional on-site operator training by a factory representative on an optional basis for those that feel they need it. Price is $1,839.00 for the first day and $1,370.00 for each subsequent day, including all expenses such as transportation. Model specific maintenance training is optional, customizable, and available on demand. This covers daily, weekly, monthly, and annual maintenance requirements as well as basic and model specific troubleshooting. This is typically 2 days at our plant and is $943 per person. Meals and lodging are included in the price and customer is responsible for transportation.	*
40	Describe any technological advances that your proposed products or services offer.	Our primary "advancement" revolves around the principle of keeping our systems simple. Particularly in the combination truck, hydro excavator, and full-size truck jet market, nearly every manufacturer has moved to microprocessor-controlled modules that incorporate touch screens and complex digital user interfaces. We have retained the use of traditional 12-volt control systems. This makes our trucks easier and safer to run, easier to maintain without special training and tools (increasing up-time) and eliminates the obsolescence and fragility of high-tech components. We are in the process of manufacturing the world's only battery powered rodder for the City of Seattle sewer collections department. The Genesis Recycling Combination truck is an exclusive partnership with Cappellotto of Italy that allows us to offer their world leading technology of this product in North America with the sales efforts and support of our nationwide dealer network. Our patented Hydro Drive system utilized on our 900-ECO drives our blower and water pump in a very unique but surprisingly simple manner that offers a host of benefits. Eliminating the transfer case present in most other designs removes a potential maintenance headache, allows our truck to work in neutral offering unmatched operator safety and ease of setup, and consumes less horsepower, thus cutting fuel consumption and emissions. The 800-HPRTV Series IV was recently refined and is the most user friendly and productive TV/Jet combination systems in the truck and trailer market, allowing customers to TV and clean sewer lines simultaneously.	*

41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Company 2020 solar panel project. Through the Illinois Adjustable Block Program Sewer Equipment's 706.86 kW solar system is generating 11,871 REC's (Renewable Energy Credits). (attachment – 41 Sewer Equipment Solar Renewable… and attachment - 41 Illinois Adjustable….), Sewer Equipment participated in ComEd's Smart Inverter rebate program which incentivizes non-residential customers to make renewable energy investments. (attachment – 41 Smart Inverter….) To date, Sewer Equipment's solar charging system has saved CO2 emissions of 895,396 lbs. (attachment 41 Solar Edge summary.) Battery powered forklifts and material handling devices utilize solar charging Adoption of low VOC paints has decreased overall VOC generation despite a 10-fold increase in production in the last 10 years. Installation of a water recirculation system for jetter testing, saving hundreds of thousands of gallons per year. Recycling Program Utilization of reusable, steel transport skids for our locally sourced large components eliminates the need for one-use wood and plastic skids. Recycling of wood and cardboard shipping components Plant-wide paper and plastic recycling program Products The Genesis recycler combo truck can clean sewers all day without using a drop of fresh water. It processes the debris and water that is vacuumed during the operating process, using the reclaimed water for jetting. Our 900-ECO truck, 800HPR-ECO truck and 747-ECO trailer operating system allows the engine to operate at 30-50% lower speed while in the work mode, offering reductions in fuel use, emissions, and ambient noise. Our rodders are the only commonly accepted waterless sewer cleaning tools, making them popular in arid regions where water conservation is of importance. Thousands of gallons of water are saved daily versus traditional sewer jet-vac technology. Although traditionally gas powered, we have now developed a battery powered rodder. Biodegradable hydraulic fluid is offered as an option in all our systems. We have manufactured several CNG powered jet trucks for the Southern California Market	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sewer Equipment has not received any third-party ECO ratings specifically. However, a patent has been granted by the US Patent office for our HydroDrive system described above, as used on our 900-ECO. This system does provide fuel saving vs traditional drive systems. (Attachment 42 HydroDrive…)	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We continue to receive the EDGE credit from the State of Illinois. This credit is based on the number of jobs created and retained. (Attachment 43 Edge Credit……)	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of the most unique attributes of our offering is our unprecedented breadth of product. No other manufacturer in our marketplace offers everything from small jetters used in the plumbing segment to full size combo trucks, and everything in between. This means that our distributors cans be consultants starting with assessing a customer's needs and then supplying the proper product. This also makes us one of the only suppliers of smaller products in the sewer industry that has a strong nationwide sales and service network.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Sewer Equipment's standard warranty policy covers all items manufactured by Sewer Equipment except for wear items. Many major components are covered by their respective manufactures warranty policy. (Attachment 45 Warranty Policy……)	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Sewer Equipment's standard warranty policy covers 12 months or use or 2000 hours. The 2000 hours limit covers typical usage by all Municipalities.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sewer Equipment provides up to 3 hours of travel time for warranty reimbursement. Our Dealers pick up travel time in addition to the 3 hours as needed. Our Municipal customers do not have to pay for travel time regardless of where they are located.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Sewer Equipment has dealers that cover 46 of States in the U.S. In Canada we have dealers currently covering 4 Providences. Our dealers cover service in these areas. For customer in other states or providences in Canada we have two options for service. First Sewer Equipment employs direct field service personnel that we can send directly to the customers locations. We also work with third party service centers across North America that will do warranty work on Sewer Equipment products. Regardless of the customers location, we have service handled.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Sewer Equipment assist in processing warranty claims for all purchased items covered by their respective manufacturer's warranties. For most items we handle these claims directly with the manufacturer for a seamless claim by the end user. This would be similar to claims on Sewer manufactured items. The only exception is auxiliary engines. Engine warranty claims and repairs are handled by the respective manufacturers service centers around the country. Sewer Equipment does assist with communication between the end user and the service center.	*
50	What are your proposed exchange and return programs and policies?	If the customer decides to return a purchased item such as a spare part, Sewer Equipment charges a 25% re-stocking fee. The customer will also be responsible for shipping charges. This policy does not apply to new custom-built equipment sold through our dealer network. Any potential return for new equipment would be negotiated with the selling dealer.	*
51	Describe any service contract options for the items included in your proposal.	Sewer Equipment's dealer network offers service packages for customers. These packages are priced by our dealers. For regions not supported by our dealer network, Sewer Equipment offers quarterly maintenance packages with work performed by our own Field Service Personnel. Pricing is on a case-by-case basis based on expectations of the customer.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	Sewer Equipment does not have any performance guarantees that apply to service. We do offer a 27/7 phone support for all service-related issues. For urgent parts needs, we typically ship 90% of orders within 24 hours.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We do not have service performance standards currently but are looking to implement a program in 2022.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Sewer Equipment's payment terms for all municipal and educational Customers is Net 30. Our dealers would also utilize Net 30-day terms to their customers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Sewer Equipment utilizes and recommends NCL Government Capital for leasing options to our Municipal Customers. This has proved very useful for long term leasing arrangements. For short term rental needs, we offer rentals through our subsidiary Rock Rentals. Many of our dealers also partner with us in offering short term equipment rentals.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sewer Equipment and our dealers utilize our standard Sourcewell Price sheets for quoting to our customers. When a customer submits a purchase order to one of our dealers, the dealer submits a copy of the customer purchase order along with the worksheet used for quotation to us. We utilize this information to establish the Sourcewell Contract fee. All other related transaction documents are handled between our dealers and customers. See copies of our worksheets uploaded in the pricing section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sewer Equipment does not accept P-Card for payments currently.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sewer Equipment utilizes a straightforward discount off list pricing model for all our new equipment sales. This also applies to all spare parts and accessories. Pricing for all our new equipment models has been uploaded and is included with this submittal. We do not utilize SKUs for our equipment. All worksheets are identified by their model name. Pricing for all parts and accessories is not included with this submittal as the number of items is quite large. MSRP pricing for most items can be found at www.sewershop.com.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcewell Contract discount for all new equipment is 3% off MSRP. The discount for parts and accessories is 5% off MSRP. The discount for rentals is 3% off published rates. The buyout price for rentals if applicable is priced at 3% off MSRP. These discounts are minimums, and our dealers may provide additional discounts.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Sewer Equipment does not have a standard volume discount pricing structure. However, us and our dealers will offer volume discounts as necessary on a case by case basis. When offered, these discounts are noted on the quote to be above and beyond the standard Sourcewell discount.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sewer Equipment and/or our dealers will provide non-standard items to be mounted on our equipment at request of our customers. These items are quoted on a case-by-case basis and are considered part of our product. These non-standard items are subject to the Sourcewell discount. Sewer Equipment and/or our dealers will also supply chassis for our truck mounted models. These chassis are currently being quoted at cost on a case by case basis due to pricing influx in the market. We consider these items to be “pass-thru” items and are not subject to Sourcewell discounts or fee reporting.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items that can be included on a quotation to a customer but are not on our pricing worksheet or discussed in the above sections include the following. Dealer supplied freight, training, and pre-delivery inspections. These items are not subject to Sourcewell Discount or fee reporting.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sewer Equipment charges freight from our Dixon, IL location to our Dealers location. We charge freight on a per mile bases. Our dealers may impose an additional charge for freight from their location to the customers location depending on location. That is a separate charge as listed in question 62.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For freight charges to customers located outside of the continental United States or Canada, we will with our freight broker to establish the lowest price options for our customers. Our customers are also welcomed to take on the freight responsibility themselves.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not currently offer any unique freight programs other that what is listed above.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sewer Equipment has always offered a discount from list price on the Sourcewell Contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our Sourcewell pricing worksheets are accessible for download on our dealer website. This assures that our dealer sales staff have access to the correct price pages. These contract specific price sheets have the 3% minimum discount already listed to prevent error. Sewer Equipment audits every incoming order to determine if our Dealers have sold it via the Sourcewell Contract. If it was determined it was a Sourcewell sale, we verify all contract pricing via our worksheet and the customer purchase order. Every customer purchase order utilizing the Sourcewell contract must list their Sourcewell membership number and Sewer Equipment's contract number. Upon confirming the order is purchased via the contract, we document every order on an Excel spreadsheet. This spreadsheet tracks contract sell price, contract fee, and so on. Our Accounting Department audits this spreadsheet on every order that is completed before shipping. We also identify the use of the contract on our order tracking database for an easy to access record of all Sourcewell orders. For fee reporting and remittance we have a dedicated person in our Accounting Department that audits the Sourcewell Orders spreadsheet and reports sales on a quarterly basis. Fees are paid based on this quarterly reporting.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We continually monitor contract usage against overall sales volumes through our Dealerships. We track and award the highest grossing dealer salesperson that utilizes the Sourcewell Contract on a yearly basis during our dealer awards ceremony. It should be noted that the Sourcwell Contract is the only contract where we offer this award. We also compare the Sourcewell contract against competing national contracts and dealer held state contracts. These comparisons help us to put emphasis on training dealer sales staff.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sewer Equipment will pay an administrative fee to Sourcewell based on 1% of the Sourcewell sell price to the customer. This 1% fee is paid on our equipment, spare parts, and accessories. We do not pay the administrative fee on chassis which are considered a pass thru with our units. We will also pay the 1% administrative fee on all rental billings limited to 18 months and to buyouts of rentals based on the negotiated buyout price. The fees are calculated and paid on a quarterly basis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sewer Equipment is offering an extensive range of equipment that all fall into the Sewer Vacuum, & Hydro-Excavation Category on this proposal. Our list of offered equipment is as follows…. • Our models 400-ECO & 900-ECO Combination Sewer Cleaners • Our Genesis Recycler Sewer Cleaner • Our Mongoose Series of Truck and Trailer Jetters • Our 545 & 747 Series of Truck and Trailer Jetters • Our 800 Series Truck Jetters • Our Ramvac Series Hydro Excavation Trucks • Or Ramvac Series Air Excavation Trucks. • Our JAJ Series of Easement Machines for Sewer Cleaning • Our 444, 866 & 877 Rodders for Sewer Cleaning • Spare parts and Accessories for above listed equipment. • Our Rental Program of above equipment.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All our equipment falls under the primary category on the proposal.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	See Equipment List	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	See Equipment List	*
74	Jetters and rodders	(•) Yes ( ) No	See Equipment List	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	No items specifically in this category, but our Geneisis Recycler unit does de-water before dumping.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	( ) Yes (•) No	No items specifically in this category, but our 900-ECO with optional trash pump can be used as an emergency pump system.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	(•) Yes ( ) No		

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required which has the potential to pop into gear and drive away. All of our ECO Series equipment operators at a reduced RPM for lowered noise for the operator. Our standard wireless remote has an e-stop safety check built in.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our 900-ECO with patented HydroDrive system operates with the transmission in neutral and no transfer case required. The operator simply puts the truck in neutral, sets the parking brake, gets out of the truck, and turns on one switch to activate the unit. Then they can vacuum and/or jet within seconds. We do not utilize any completed computers or touch screens that prevent the operator from using while wearing gloves. Our dig-deep boom available on the 900-ECO and our HX12 series allows for increase vacuum depth without the need for as many vacuum tube additions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Price Sheets.zip - Monday October 11, 2021 13:50:43
- Financial Strength and Stability - Financials.zip - Monday October 11, 2021 13:51:14
- Marketing Plan/Samples - Marketing Documents.zip - Monday October 11, 2021 13:52:29
- WMBE/MBE/SBE or Related Certificates - 43 Edge Credit Cert of Verification.pdf - Monday October 11, 2021 13:53:20
- Warranty Information - 45 WARRANTY POLICY AND PROCEDURE.docx - Monday October 11, 2021 13:52:48
- Standard Transaction Document Samples - Sourewell Order Transaction Document.pdf - Monday October 11, 2021 13:57:20
- Upload Additional Document - Additional Documents.zip - Monday October 11, 2021 13:54:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shawn Bondele, Inside Sales Manager, Sewer Equipment Co. of America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

AMENDMENT #1
TO
SOURCEWELL AGREEMENT #101221-SCA

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Sewer Equipment Co. of America** (Supplier).

Sourcewell entered into a contract, 101221-SCA, with Supplier to provide Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, effective November 24, 2021, through November 29, 2026 (Contract).

Supplier has requested to modify the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

Article 18. Insurance of the Contract is amended to modify section A. Requirements 5. Network Security and Privacy Liability Insurance to decrease the Minimum limits to:

$1,000,000 per occurrence
$1,000,000 annual aggregate

Except as amended, the Contract remains in full force and effect.

Sou Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

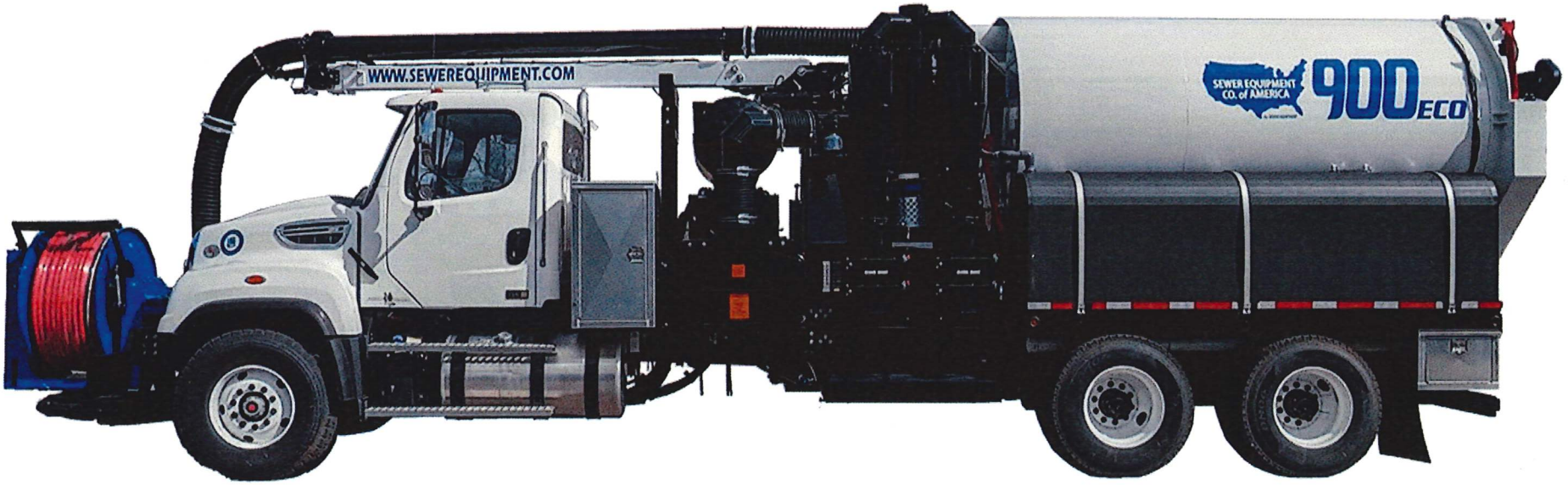
Date: 9/15/2025 | 5:17 PM CDT

Sev Signed by: Dave Madole 8E5340F016584C8... **of America**

By: _____

Dave Madole
Vice President/General Manager

Date: 9/23/2025 | 3:10 PM CDT


WWW.SEWEREQUIPMENT.COM
SEWER EQUIPMENT CO. of AMERICA
900 ECO


AQUATECH
AQUATECH

Hydro Excavated Trench for Locate of Underground Utility

Brentwood City Commission Agenda
Meeting Date: 12/08/2025
Approval to Purchase Traffic Switches from Presidio
Submitted by: Michele Kramer, Technology
Department: Technology

Information

Subject
Approval to Purchase Traffic Switches for Equipment Replacement from Presidio

Background
The City of Brentwood uses 58 network switches to operate the traffic lights and traffic cameras used at various intersections. These switches are replaced periodically to ensure that they will work reliably. This year we are replacing nine of the traffic switches as well as the City Hall Generator switch and a switch for the fuel pump at Safety Center East. The cost for 11 new switches is $123,474.91

Funds have been budgeted in the equipment replacement fund for this purchase. The switches will be purchased from Presidio using the Tennessee NASPO ValuePoint Cisco contract #AR3227 TN#69533 (Presidio TN#70921).

Staff Recommendation
Technology staff recommend the approval to purchase switches from Presidio.

Fiscal Impact

Amount : $123,474.91
Source of Funds: Equipment Replacement fund
Account Number: 310-41640-89540
Fiscal Impact:
Funds have been budgeted in the Equipment Replacement Fund for this purpose.

Attachments

Traffic Switch Quote

PRESIDIO

QUOTE: 2001725068940-03

DATE: 11/12/2025

TO:

City of Brentwood
Dan Harrison
5211 Maryland Way
Brentwood, TN 37027

dan.harrison@brentwoodtn.gov
(p) 615-371-7000
(f) (925) 516-5441

FROM:

Presidio Networked Solutions LLC
Eddie Orfale
12 Cadillac Drive
Suite 130
Brentwood, TN 37027

eorfale@presidio.com
(p) +1.407.641.0550

BILL TO:

City of Brentwood

5211 Maryland Way
Brentwood, TN 37024

SHIP TO:

City of Brentwood

5211 Maryland Way
Brentwood, TN 37027

Customer#: CITYO509

Account Manager: Jeff Hodges

Inside Sales Rep: Eddie Orfale

Title: City of Brentwood - Traffic Lights IE Switches

Contract Vehicle: Tennessee NASPO ValuePoint Cisco AR3227 TN# 69533 (Presidio TN# 70921)

#	Part #	Description	Unit Price	Qty	Ext Price
IEM-3500-6T2S=					
1	IEM-3500-6T2S=	Cisco IE3500 with 6 GE Copper + 2GE SFP, Expansion Module	$1,254.54	9	$11,290.86
				Total:	**$11,290.86**
IE-3500-8U3X-A					
2	IE-3500-8U3X-A	Cisco IE3500 w/ 8 GE Copper (4PPoE) & 3 10G SFP, Mod, NA	$7,212.88	11	$79,341.68
3	CV-A-IE	Cisco Cyber Vision Adv & SEA Adv Licenses for IE	$0.00	11	$0.00
4	CV-A-IE-3Y	CV & SEA Adv Lic for IE - 3 Yrs, no renewal, 24 end points	$0.00	11	$0.00
5	IE3500-DNA-A	Cisco DNA Advantage license for IE3500 Series	$0.00	11	$0.00
6	IE3500-DNA-A-3Y	IE 3500 DNA Advantage 3 Year Term license	$1,307.26	11	$14,379.86
7	PWR-IE480W-PCAC-L	480W AC Power Supply (Lite)	$1,678.41	11	$18,462.51
8	IE3500-NW-A	Cisco Network Advantage license for IE3500 Series	$0.00	11	$0.00
9	DIGITAL-DL-CODE	Digital Download Code for Software License	$0.00	11	$0.00
10	IOT-TRANSPORTATION	Transportation Industry Solutions; For tracking only.	$0.00	11	$0.00
11	IOT-ROADWAYS	Connected Roadways: Intersections, Tolling; Tracking only	$0.00	11	$0.00
12	IE3500_SW	Software for Catalyst IE3x00 rugged series	$0.00	11	$0.00
				Total:	**$112,184.05**

Sub Total:	**$123,474.91**
Grand Total:	**$123,474.91**

PRESIDIO

QUOTE: 2001725068940-03

DATE: 11/12/2025

TERMS AND CONDITIONS OF THE CISCO NASPO AR3227 TENNESSEE 69533 (Presidio TN# 70921) SHALL GOVERN THIS QUOTE

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
CISCO NASPO AR3227 TENNESSEE 69533 (Presidio TN# 70921) SHALL GOVERN.

Tax ID# 58-1667655; Size Business: Large; CAGE Code: 0KD05; DUNS#15-405-0959

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

Consent 11.

Brentwood City Commission Agenda
Meeting Date: 12/08/2025
Cancellation of December 22, 2025 Board of Commissioners Meeting
Submitted by: Holly Earls, Administration
Department: Administration

Information

Subject
Cancellation of the Board of Commissioners Meeting Scheduled for December 22, 2025

Background
The adopted schedule of meetings of the Board of Commissioners for calendar year 2025 includes a regular meeting on Monday, December 22. Historically, the Board has canceled the second meeting during the December holiday season unless there is urgent business that must be considered prior to January. Staff is unaware of any urgent matters needing immediate action by the Board prior to the January 12, 2026 meeting; therefore, there appears to be no need to have this meeting.

Staff Recommendation
Staff recommends approval of the cancellation of the December 22, 2025 Board meeting.

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 12/08/2025

Notice of Future Appointment of Four (4) Members to the Historic Commission (for information only)

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Notice of Future Appointment of four (4) members to the Historic Commission (for information only)

Background

At the February 9, 2026 meeting, the City Commission is scheduled to appoint four (4) members to the Historic Commission.

Applicants must be residents of the City of Brentwood. The appointees will serve three (3) year terms expiring on February 28, 2029. The positions on the Board are currently held by Nicole Smith, Joseph Crockett, Ashley McAnulty, and Tara Volpintesta.

Applications must be submitted by January 15, 2026 to the City Recorder at the Brentwood City Hall, 5211 Maryland Way, by mail to P. O. Box 788, Brentwood, TN 37024-0788, or by online submittal through the City's website (www.brentwoodtn.gov).

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

Staff Recommendation

n/a

Fiscal Impact

Attachments

No file(s) attached.
