



**Agenda for the Regular Meeting of Board of Commissioners**  
**Monday, April 10, 2017 - 7:00 pm**  
**Brentwood Municipal Center**

Call to Order by Mayor  
Roll Call  
Invocation by Commissioner Little  
Pledge of Allegiance to the Flag by Mayor Smithson  
Oath of Office to Firefighters  
Oath of Office to Police Officers

**Public Hearing**

1. Public hearing on Ordinance 2017-06 - AN ORDINANCE AMENDING MUNICIPAL CODE REGARDING BUILDING AND MECHANICAL PERMIT FEES AND PLANNING COMMISSION AND BOARD OF ZONING APPEALS SUBMITTAL FEES
2. Public hearing on Ordinance 2017-07 - AN ORDINANCE REZONING PROPERTY LOCATED AT 9714 SPLIT LOG ROAD FROM R-2 (SUBURBAN RESIDENTIAL) TO SI-2 (SERVICE-INSTITUTION-EDUCATIONAL) ZONING

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

**Approval or Correction of Minutes**

March 27, 2017

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

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

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

### **Consent Agenda**

1. Resolution 2017-24 - A RESOLUTION AUTHORIZING AN ADOPTION AGREEMENT WITH NATIONWIDE FINANCIAL SOLUTIONS, INC. REGARDING THE 401(a) MONEY PURCHASE PLAN ADMINISTERED FOR THE CITY BY NATIONWIDE RETIREMENT SOLUTIONS, for adoption
2. Resolution 2017-25 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH RICHARDSON HAMMONS, LC dba EMBASSY SUITES BY HILTON NASHVILLE SOUTH COOL SPRINGS FOR HOSTING THE 2017 EMPLOYEE RECOGNITION BANQUET, for adoption
3. Resolution 2017-26 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH SULLIVAN ENGINEERING, INC. FOR DESIGN AND ENGINEERING SERVICES FOR ROADWAY IMPROVEMENTS ON SPLIT LOG ROAD AT ITS INTERSECTION WITH RAGSDALE ROAD, for adoption
4. Approval to purchase three (3) CCTV cameras

### **Old Business**

1. Other old business

### **New Business**

1. Appointment of three (3) members to the Park Board
2. Other new business

A handwritten signature in black ink, appearing to read "Kirk Bednar", with a long horizontal stroke extending to the right.

Kirk Bednar  
City Manager

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

**Brentwood City Commission Agenda**

**Meeting Date:** 04/10/2017

Ordinance 2017-06 - An Ordinance Amending Fees for Building and Mechanical Permits and for Planning Commission and Board of Zoning Appeals Submittals

**Submitted by:** Jeff Dobson, Planning & Codes

**Department:** Planning & Codes

---

**Information**

**Subject**

Public hearing for Ordinance 2017-06, which amends building permit fees, mechanical permit issuance fees, Planning Commission submittal fees and Board of Zoning Appeals submittal fees.

**Background**

The Planning and Codes Department FY 2017 Non-Routine Work Plan includes an item to review Planning Commission review fees. Given it has been almost ten years since building permit fees were last reviewed, staff recently completed a analysis of all of the department's submittal/issuance fees, including Planning Commission and Board of Zoning Appeals submittal fees and permit fee schedules. As a result of this analysis, minor fee increases are proposed as part of the attached ordinance.

**Building and Mechanical Permits**

The fee schedule for the issuance of building permits was last amended by the Board of Commissioners pursuant to Ordinance 2007-25, which was approved on October 11, 2007. The fee schedule was included as part of the adoption of the 2006 Edition of the International Code Council (ICC) Building Code, which affects commercial and residential construction standards. In November 26, 2012 the Board of Commissioners approved Ordinance 2012-14, approving amendments to Section 14 of the Municipal Code adopting the 2012 Editions of the ICC commercial and residential building code construction standards. However, amendments to the fee schedule were not adopted as part of the amendments to the ordinance.

Currently, Section 14-72(a) of the Municipal Code establishes a "per square foot" amount for enclosed areas within residential structures that is used to calculate the structure's valuation and permit fees. The current amount is \$90.00 per square foot of enclosed finished area, except that enclosed areas that are proposed to remain unfinished, such as basements, detached garages, etc., are assessed at \$20.00 per square foot of area. The attached ordinance proposes increasing the amount used to calculate the valuations upon which permit fees are based for enclosed areas in residential structures from \$90.00 to

\$100.00 per square foot. The current fee of \$20.00 per square foot of unfinished space would remain unchanged.

Some examples of the new fee versus the old fee are shown in the table below.

<b><i>PERMIT FEE COMPARISON</i></b>				
<b><i>LOCATION</i></b>	<b><i>VALUATION</i></b>	<b><i>\$90/SF</i></b>	<b><i>\$100/SF</i></b>	<b><i>DIFFERENCE</i></b>
Taramore, Lot 43	\$430,500.00	\$1,176.25	\$1,286.25	\$110.00
Witherspoon, Lot 116	\$474,500.00	\$1,352.25	\$1,481.50	\$129.00
Stonecrest, Lot 5	\$488,400.00	\$1,385.25	\$1,520.00	\$134.75

Note that such a calculation is not used to determine valuation for commercial structures. Commercial valuation is provided by the permit applicant.

Changes are also proposed to Section 14-120, in regard to fees for mechanical permits.

Staff proposes that language be added to the section indicating that the section also applies to the installation of "gas piping." Additionally, the issuance fees would be increased from \$10.00 to \$25.00, which would bring the fees up to those charged for plumbing permits.

### **Planning Commission Reviews**

The schedule for Planning Commission submittal/review fees was last amended pursuant to Ordinance 2008-08, which was approved by the Board of Commissioners on June 24, 2008.

Ordinance 2017-06 amends Section 50-29 of the Municipal Code to minimally increase the submittal fees for all reviews. Currently, the submittal fee is \$250, plus a \$25.00 fee per lot for a residential proposal or a fee of \$20.00 per acre or fraction thereof for a commercial project. The proposed amendments would increase the submittal fee to \$300.00, and either \$40.00 per lot or acre, whichever is applicable.

New language is also added to address the submittal and lot fees for review of revised preliminary plans for OSRD/OSRD-IP subdivisions that require staff review. The proposed fees are \$500.00 plus \$40.00 per affected lot. The language "per affected lot" is inserted because sometimes a revised OSRD/OSRD-IP Development Plan does not impact all of the lots shown on the plan. Even though some proposals do not impact all lots, it is still necessary to perform a complete review to insure compliance with Code requirements. The increase in the amount of the submittal/review fees is necessary due to the complexity of the review of the OSRD calculations for each project. Every time a



revised preliminary plan for OSRD/OSRD-IP subdivisions is submitted, staff must completely review all open space calculations. Additionally, the Code requires that corresponding changes to preliminary plans which affect certain areas of OSRD/OSRD-IP plans also be approved by the Board of Commissioners. Currently, no fees are charged for review and preparation of the backup information of revised OSRD/OSRD-IP plans submitted for review by the Board of Commissioners.

## Board of Zoning Appeals

The fee schedule for building permits was last amended by the Board of Commissioners pursuant to Ordinance 2007-28, which was approved by the Board of Commissioners on November 26, 2007.

A comparison of the current filing fees for Board of Zoning Appeals (BZA) requests follows;

<b><i>BZA FILING FEE COMPARISON</i></b>		
<b>REQUEST</b>	<b>CURRENT FEE</b>	<b>PROPOSED FEE</b>
Administrative Review *	\$100.00	\$200.00
Special Exceptions, Inc. Accessory Structures	\$100.00	\$200.00
Variances	\$150.00	\$200.00
<i>* Fees required for Administrative Review are reimbursed if decision is overturned</i>		

Staff proposes that the proposed ordinance amendments become effective for permit applications, Planning Commission and Board of Zoning Appeals submittals received after July 1, 2017.

Planning and Codes Department staff conducts semi-annual meetings with the building community to provide education, information regarding changes in Code requirements, changes to inspections/permits policies and changes to fee schedules. The next meeting is scheduled for May 4, 2017. The agenda will include a discussion of the new fee structure.

Because a portion of the ordinance amendments affects Section 78-59 of the zoning ordinance, review by the Planning Commission and a public hearing are required. The Planning Commission will conduct its review of the changes to Section 78-59 at its April 4, 2017 regular meeting.

Second and final reading of the ordinance by the Board of Commissioners is scheduled for April 24, 2017.

Should you have any questions please contact the Planning and Codes Director.

**Staff Recommendation**

Not applicable.

**Previous Commission Action**

At its meeting of March 13, 2017 the Board of Commissioners voted unanimously, six for and zero against (6-0), passing Ordinance 2017-06 on first reading.

On November 26, 2012 the Board of Commissioners approved Ordinance 2012-14, adopting the 2012 edition of the International Code Council (ICC) Building Code Standards. Several exceptions to the code requirements were also adopted as part of the adoption. However the fee schedule as established by Ordinance 2007-25 remained unchanged.

On June 24, 2008 the Board of Commissioners approved Ordinance 2008-08, which modified the required fees for projects submitted for Planning Commission review.

On November 26, 2007 the Board of Commissioners approved Ordinance 2007-28, which amended the fee schedule for BZA submittals. The fees were increased from \$25.00 for Special Exceptions and Administrative Appeals and \$50.00 for Variance requests to \$100 for Special Exceptions and Administrative Appeals and \$150.00 for Variance requests

On October 11, 2007 the Board of Commissioners voted to approve Ordinance 2007-25. The Ordinance amended several sections of the Municipal Code as part of the adoption of the 2006 edition ICC Building Code Standards. Also as part of the amendments a revised building permit fee schedule was adopted increasing the per square feet fee for new residential construction from \$70.00 to \$90.00 per square foot of enclosed space. Previously the 2003 ICC Codes were used.

On March 28, 2005, the Board of Commissioners approved Ordinance 2005-05, which amended the Municipal Code regarding building permit fees, and fees for Planning Commission submittals. The ordinance amended several sections of the Municipal Code and established a per square foot fees for new residential construction of \$70.00 square feet of enclosed space.

---

**Fiscal Impact**

**Amount :** + \$50,000 est.

**Source of Funds:**

**Account Number:**

**Fiscal Impact:**

The amount of new revenue generated by these fee increases will obviously be dependent upon the level of building and development activity occurring in the City. Based on FY 2016 activity levels, staff estimates the building and mechanical fee increases would have generated approximately \$30,000 in additional revenue while the changes in review fees related to Planning Commission and Board of Zoning Appeals cases would have generated approximately \$20,000 in additional revenue.

---

### **Attachments**

Ordinance 2017-06

Current Code Language -- Affected Sections

---

## ORDINANCE 2017-06

**AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY REVISING SECTION 14-72(a), REGARDING BUILDING PERMIT FEES, SECTION 14-120, REGARDING MECHANICAL PERMIT ISSUANCE FEES, SECTION 50-29(a), REGARDING FEES FOR PLANNING COMMISSION SUBMITTALS AND SECTION 78-59 REGARDING FILING FEES FOR BOARD OF ZONING APPEALS REVIEW**

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

**SECTION 1.** That section 14-72 of the Code of Ordinances of the City of Brentwood shall be revised to read as follows:

**Sec. 14-72. Building permit fees.**

*Appendix B, Schedule of Permit Fees*, is amended to read as follows:

**APPENDIX B  
Schedule of Permit Fees**

(a) *Building permit fees.* Building permit fees shall be based on the total valuation of the structure, as established in the table below. Total valuation for residential structures shall be based on \$100.00 per square foot of building, except that areas proposed to remain unfinished such as basements, detached garages, etc. shall be assessed at \$20.00 per square foot in lieu of finished floor space charge. Total valuation for commercial structures shall be based on the verified contract price of the building.

<i>Total valuation</i>	<i>Building permit fee</i>
\$2,000.00 and less	No fee, unless inspection required, in which case a \$25.00 fee shall be charged
\$2,001.00 to \$15,000.00	\$60.00 for the first \$2,000.00 plus \$5.00 for each additional thousand or fraction thereof to and including \$15,000.00
\$15,001.00 to \$50,000.00	\$125.00 for the first \$15,000.00 plus \$3.50 for each additional thousand or fraction thereof to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$247.50 for the first \$50,000.00 plus \$2.50 for each additional thousand or fraction thereof to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$372.50 for the first \$100,000.00 plus \$2.50 for each additional thousand or fraction thereof to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$1,372.50 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof to and including \$1,000,000.00

\$1,000,001.00 and up	\$2,372.50 for the first \$1,000,000.00 plus \$1.00 for each additional thousand or fraction thereof
-----------------------	--

**SECTION 2.** That section 14-120(1) of the Code of Ordinances of the City of Brentwood shall be revised to read as follows:

**Sec. 14-120. Mechanical permit fees.**

Mechanical permits, including gas piping, shall be issued upon following fee schedule:

- (1) New residential or commercial project: \$25.00, plus \$10.00 for the first \$1,000.00 of value, and \$2.00 for each additional \$1,000.00 of value or fraction, thereof.
- (2) Existing residential or commercial project (repairs, alterations or additions): \$25.00, plus \$5.00 for the first \$1,000.00 of value and \$2.00 for each additional \$1,000.00 of value or fraction, thereof.

**SECTION 3.** That section 50-29(a) of the Code of Ordinances of the City of Brentwood shall be revised to read as follows:

**Sec. 50-29. Fees.**

In order to have an item appear on the planning commission agenda, the following fees will be required at the time of submission:

- (1) Preliminary plan or revised preliminary plan, \$300.00 filing fee plus \$40.00 per affected lot.
- (2) Preliminary plan or revised preliminary plan for properties zoned OSRD or OSRD-IP, \$500.00, plus \$40.00 per affected lot.
- (3) Final plat, \$300.00 filing fee plus \$40.00 per lot.
- (4) Resubdivision, \$300.00 per plat plus \$40.00 per affected lot.
- (5) Site plans, revised site plan, \$300.00 filing fee plus \$40.00 per acre or fraction thereof.
- (6) Commercial master plan approval, \$300.00 filing fee plus \$40.00 per lot.
- (7) Minor site plan alteration, \$300.00 filing fee.

**SECTION 4.** That section 78-59(b) of the Code of Ordinances of the City of Brentwood shall be revised to read as follows:

(b) At the time of filing of an appeal or a request for a special exception or variance to be considered by the board of zoning appeals, a filing fee shall be paid as set forth below, except that the fee shall be waived for any governmental agencies.

- (1) Administrative review (to be reimbursed if administrative decision is overturned), filing fee \$200.00
- (2) Special exceptions, filing fee \$200.00
- (3) Variances, filing fee \$200.00

**SECTION 5.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

**SECTION 6.** If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.

**SECTION 7.** That this ordinance shall take effect for permit applications, Planning Commission and Board of Zoning Appeals submittals received after July 1, 2017, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____ n/a
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	<u>Williamson (Tennessean)</u>
PUBLIC HEARING			Date of publication:	_____
	Notice published in:	<u>Williamson (Tennessean)</u>		
	Date of publication:	_____		
	Date of hearing:	_____	EFFECTIVE DATE	_____
 _____ MAYOR Regina Smithson			 _____ RECORDER Roger A. Horner	

*Approved as to form:*

\_\_\_\_\_  
CITY ATTORNEY Roger A. Horner

**ORDINANCE 2017-06**  
**CURRENT LANGUAGE PERMIT, SUBMITTAL, FILING FEES**

**Sec. 14-72. Building permit fees.**

*Appendix B, Schedule of Permit Fees, is amended to read as follows:*

**APPENDIX B**

**Schedule of Permit Fees**

- (a) *Building permit fees.* Building permit fees shall be based on the total valuation of the structure, as established in the table below. Total valuation for residential structures shall be based on \$90.00 per square foot of building, except that areas proposed to remain unfinished such as basements, detached garages, etc. shall be assessed at \$20.00 per square foot in lieu of finished floor space charge. Total valuation for commercial structures shall be based on the verified contract price of the building.

Total valuation	Building permit fee
\$2,000.00 and less	No fee, unless inspection required, in which case a \$25.00 fee shall be charged
\$2,001.00 to \$15,000.00	\$60.00 for the first \$2,000.00 plus \$5.50 for each additional thousand or fraction thereof to and including \$15,000.00
\$15,001.00 to \$50,000.00	\$131.50 for the first \$15,000.00 plus \$3.75 for each additional thousand or fraction thereof to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$262.75 for the first \$50,000.00 plus \$3.75 for each additional thousand or fraction thereof to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$450.25 for the first \$100,000.00 plus \$2.75 for each additional thousand or fraction thereof to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$1550.25 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof to and including \$1,000,000.00
\$1,000,001.00 and up	\$2550.25 for the first \$1,000,000.00 plus \$1.00 for each additional thousand or fraction thereof

**Sec. 14-120. Mechanical permit fees.**

Mechanical permits shall be issued upon following fee schedule:

- (1) New residential or commercial project: \$10.00, plus \$10.00 for the first \$1,000.00 of value, and \$2.00 for each additional \$1,000.00 of value or fraction, thereof.
- (2) Existing residential or commercial project (repairs, alterations or additions): \$10.00, plus \$5.00 for the first \$1,000.00 of value and \$2.00 for each additional \$1,000.00 of value or fraction, thereof.
- (3) Fees for the inspection of boilers (based on the boiler's BTU rating):

33,000 btu to 165,000 btu	\$5.00
166,000 btu to 330,000 btu	10.00
331,000 btu to 1,165,000 btu	15.00
1,165,001 btu to 3,300,000 btu	25.00
Over 3,300,000 btu	35.00

**Sec. 50-29. Fees.**

- (a) In order to have an item appear on the planning commission agenda, the following fees shall be paid at the time of submission:
- (1) Preliminary plan, revised preliminary plan, or revised OSRD development plan, \$250.00 filing fee plus \$25.00 per lot.
  - (2) Final plat, \$250.00 filing fee plus \$25.00 per lot.
  - (3) Resubdivision, \$250.00 per plat plus \$25.00 per affected lot.
  - (4) Site plans, \$250.00 filing fee plus \$20.00 per acre or fraction thereof.
  - (5) Commercial master plan approval, \$250.00 filing fee plus \$25.00 per lot.
  - (6) Minor site plan alteration, \$250.00 filing fee.

**Sec. 78-59. Powers; filing fees for agenda items.**

- (b) At the time of filing of an appeal or a request for a special exception or variance to be considered by the board of zoning appeals, a filing fee shall be paid as set forth below, except that the fee shall be waived for any governmental agencies.
- (1) Administrative review (to be reimbursed if administrative decision is overturned) ..... \$100.00
  - (2) Special exceptions ..... 100.00
  - (3) Variances ..... 150.00



**Brentwood City Commission Agenda**

**Meeting Date:** 04/10/2017

Ordinance 2017-07 - An Ordinance Rezoning the Property Located at 9714 Split Log Road from R-2 to SI-2

**Submitted by:** Jeff Dobson, Planning & Codes

**Department:** Planning & Codes

---

**Information**

**Subject**

Public hearing for Ordinance 2017-07, which provides for the rezoning of a tract of land containing 83.54 acres located at 9714 Split Log Road. The proposal requests that the property be rezoned from the R-2 (Suburban Residential) zoning district to the SI-2 (Service Institution -- Educational) zoning district.

**Background**

Williamson County Schools (WCS) requests consideration of a rezoning proposal for the property located at 9714 Split Log Road, situated along the eastern edge of the City. The property is commonly referred to as the "Foster Property". The requested zone change is from the R-2 zoning district to the SI-2 zoning district.

WCS has purchased the property and proposes to construct a new kindergarten through fifth grade (K-5) elementary school on-site. A new middle school will also be constructed on the site, to the north of the elementary school at some point in the future. However, the immediate need in the area is for an elementary school to help relieve overcrowding at Kenrose Elementary School. Plans are for the new elementary school to open in August 2018 for the 2018/2019 school year. Modifications to the attendance zones will be prepared by WCS to accommodate the new school. Dependent upon the design of the proposed modified school attendance zone plan, it is possible that the new school could also relieve some pressure on Crockett and Sunset Elementary Schools. The timing of School Board consideration of the proposed attendance zone plan will be dependent on the timing of the opening of the new school.

The design of the building will be very similar to that used for the existing Clovercroft Elementary school and will include a total of two-stories, except for the gym. The site statistics are detailed in the following table.

<i>Building Footprint</i>	<i>61,000 sf</i>
<i>Total Area of Building</i>	<i>118,000 sf</i>
<i>Student Capacity</i>	<i>825</i>

<i>Staff</i>	<i>65</i>
<i>Number of Classrooms</i>	<i>46*</i>
<i>Parking Spaces Provided</i>	<i>111</i>
<i>Parking Spaces Proposed</i>	<i>213</i>
<i>* Classrooms = 42 general education, 2 special education, one music and one art.</i>	

The zoning ordinance requires that parking be provided at one space per employee plus one space per classroom. For this site, a total of 111 parking spaces are required. The submitted site plan shows 213 parking spaces. Internal vehicle stacking lengths for parents dropping off and picking up students are provided as part of the design and should be sufficient to accommodate stacking onsite without impacting Split Log Road.

To help minimize topographic issues and preserve the potential for future development, the new elementary school will be built on the flatter portions of the property to the west, adjacent to Split Log Road. Athletic fields will be located to the north of the school, between the elementary school and future middle school. Access to the campus will be provided via a new drive at the intersection of Split Log and Pleasant Hill Roads. The newly configured intersection will be signalized. WCS has prepared a traffic impact analysis (TIA) that will help to determine the improvements necessary to the adjacent roadways to mitigate the traffic impact created by the school. The TIA has been forwarded to Neel-Shaffer, the City's transportation consultant, for review and assessment of any proposed improvements. The TIA will include data regarding the warrant for the traffic signal which could be installed at the intersection of Split Log Road and Pleasant Hill Road.

WCS is also working to complete a boundary survey for the property, which will show utilities, easements, structures, etc. currently encumbering the property.

Presently, there is one house located in the eastern portion of the property. According to the Property Assessor, the house includes an area of 3,224 square feet and was originally constructed in 1965. There are also several accessory structures on the property. All structures will be demolished as part of the development of the site.

Bernini Place, in the adjacent Tuscany Hills Subdivision is designated as a temporary dead end street. There are no plans to extend this street into the site. However, it is possible that a pedestrian trail could be installed at the end of the street, which will allow students in Tuscany Hills to safely walk/bike to school. City and WCS staff have had some discussions about such a trail. WCS will be asked to install a sidewalk along their Split Log Road frontage. The City is exploring the possibility of constructing a new sidewalk from the western school property boundary back to the west across the frontage of Tuscany Hills to Tuscany Way which will allow students living on the north side of Split Log Road to walk/bike to school. Please remember that there is an existing multi-use trail along the south side of Split Log Road that will allow pedestrian access to the school

via a protected pedestrian crosswalk at school entrance road.

Finally, Water Services staff has completed a water and sewer capacity analysis for the proposed schools and determined sufficient water and sewer capacity exists to support the new schools on this site.

The Planning Commission will provide its review and recommendation at its April 4, 2017 meeting.

The community meeting was conducted on March 30 at the Ravenwood High School Library. A total of 5 citizens attended the meeting. Please refer to the meeting summary attached below.

Second and final reading of the proposed ordinance by the Board of Commissioners is scheduled for April 24, 2017.

Should you have any questions, or require additional information, please contact the Planning and Codes Director.

**Staff Recommendation**

Not Applicable.

**Previous Commission Action**

On March 13, 2017 the Board of Commissions voted unanimously, six for and zero against (6-0), passing Ordinance 2017-07 on first reading.

---

**Fiscal Impact**

**Attachments**

Ordinance 2017-07 w/ Attachment A

Attachment B

Vicinity Map

Clovercroft Elem. Inages

Property Boundary Exhibit

Community Meeting Summary

Elevations -- 3-30-2017

TIA -- Summary of Changes/Response to Review Comments

Summary of Changes/Response to Review Comments

---

**ORDINANCE 2017-07**

**AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AMEND THE ZONING ORDINANCE, SAME BEING CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD, BY CHANGING THE PRESENT ZONING CLASSIFICATION FOR CERTAIN PROPERTY LOCATED ON THE NORTH SIDE OF SPLIT LOG ROAD AT ITS INTERSECTION WITH PLEASANT HILL ROAD FROM THE R-2 (SUBURBAN RESIDENTIAL) ZONING DISTRICT TO THE SI-2 (SERVICE INSTITUTION – EDUCATIONAL) ZONING DISTRICT, SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED IN THE PROPERTY DESCRIPTION ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE AND SHOWN ON THE MAP ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE; AND TO AMEND THE OFFICIAL ZONING MAP ACCORDINGLY**

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

**SECTION 1.** That the present zoning classification for certain property located on the north side of Split Log Road at its intersection with Pleasant Hill Road be and the same is hereby changed from the R-2 (Suburban Residential) zoning district to the SI-2 (Service Institution – Educational) zoning district; said property being more particularly described in the property description attached hereto as “Attachment A” and made a part of this ordinance by reference, and being more particularly shown on the map attached hereto as “Attachment B” and made a part of this ordinance by reference.

**SECTION 2.** That the official zoning map be and the same shall hereby be amended accordingly.

**SECTION 3.** That this ordinance shall take effect from and after its final passage or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Tennessee, Williamson County, Tennessee, requiring it.

PASSED:	1st reading _____	PLANNING COMMISSION _____
	2nd reading _____	NOTICE OF PASSAGE
		Notice published in: _____
		Date of publication: _____
PUBLIC HEARING		
	Notice published in: <u>Tennessean (Williamson)</u>	
	Date of publication: _____	
	Date of hearing: _____	EFFECTIVE DATE _____

\_\_\_\_\_  
MAYOR Regina Smithson

\_\_\_\_\_  
RECORDER Deborah Hedgepath

*Approved as to form:*

\_\_\_\_\_  
CITY ATTORNEY Roger A. Horner

**ATTACHMENT A**  
**ORDINANCE 2017-07**

**Property Description**  
**Hollister, Hafner, Burns, Ozburn**  
**& Burns Tax Map 55, Parcel**  
**21.00**  
**Book 6856, Page 951**  
**Book 6926, Page 943**

Located in the 16<sup>th</sup> Civil District of Williamson County, Tennessee. Bound on the north by Rex Elbert H. Arendall, II, et ux (Book 1008, Page 159); on the east by Fred M Jeffries, et ux (Book 1010, Page 991); on the south by Split Log Road; and on the west by Woodring Subdivision (Plat Book P49, Page 14), Section Two, Tuscany Hills (Plat Book P52, Page 20), Section One, Tuscany Hills (Plat Book P47, Page 103 and Plat Book P54, Page 54) and Section Five, Tuscany Hills (Plat Book P59, Page 84).

Beginning at a nail in a rock on the north right-of-way of Split Log Road, said nail being the SW corner of Jeffries and the SE corner of this tract; thence running with the north right-of-way of Split Log Road S-56°22'48"-W, 67.90 feet to a point;

Thence continuing with the north right-of-way of Split Log Road with a curve to the right having a radius of 929.43 feet and a chord bearing and distance of S-59°12'02"-W, 91.47 feet for an arc length of 91.51 feet to a point;

Thence S-62°01' 16' "-W, 50.96 feet to a point; thence with a curve to the right having a radius of 547.46 feet and a chord bearing and distance of S-79°51' 16"-W, 335.34 feet for an arc length of 340.82 feet to a point;

Thence N-82°18'40"-W, 513.83 feet to a point;

Thence with a curve to the right having a radius of 929.43 feet and a chord bearing and distance of N-76°45'33"-W, 179.84 feet for an arc length of 180.12 feet to a point;

Thence N-71°12'26"-W, 397.51 feet;

Thence with a curve to the left having a radius of 598.46 feet and a chord bearing and distance of N-82°11'43"-W, 228.28 feet for an arc length of 229.69 feet to a point, being the SW corner of this tract;

Thence with the east line of Woodring Subdivision N-07°09'25"-E, 483.63 feet to an iron pin found (Ragan-Smith cap);

Thence with the east line of Open Space 12, Section Two, Tuscany Hills N-07°09'25"-E, 85.00 feet to an iron pin found;

Thence continuing with the east line of Open Space 12 N-07°14'20"-E, 457.56 feet to a T-post found;

Thence with the east line of Section One, Tuscany Hills N-07°18'58"-E, 601.19 feet to an iron pin found (#1339 cap);

Thence continuing with the east line of Section One, Tuscany Hills N-06°11' 10"-E, 92.40 feet to an iron pin found (Ragan-Smith cap);

Thence N-06°11'10"-E, 260.84 feet to an iron pin found (#1339 cap);

Thence N-06°37'29"-E, 71.52 feet to an iron pin found (Ragan-Smith cap);

Thence N-06°42'22"-E, 237.33 feet to a point;

Thence with the east line of Open Space 18, Section Five, Tuscany Hills N-06°36'23"-E, 193.53 feet to an iron pin found (H&H Survey cap), being the NW corner of this tract;

Thence with the south line of Arendall S-82°56'39"-E, 749.62 feet to an iron pin found at a T-post;

Thence continuing with the south line of Arendall S-82°58' 19"-E, 555.03 feet to an iron pin found at the base of a 24" oak;

Thence S-82°45'40"-E, 104.67 feet to a ¾" pipe found, being the NE corner of this tract

Thence with the west line of Jeffries S-11°42'04"-W, 835.59 feet to a point;

Thence continuing with the west line of Jeffries S-15°26'59"-W, 640.81 feet to a ¾" pipe found at the fence corner;

Thence S-24°32'53"-E, 1052.22 feet to the nail on the north right-of-way of Split Log Road at the beginning; containing 83.54 acres, more or less.

This tract is subject to Right-of-Way Easement and various temporary construction and slope easements, along with permanent Public Utility and Drainage Easements as described in Book 5062, Page 572; Public Utility Easements (Book 4623, Page 899 and Book 4505, Page 902 and Book 3752, Page 795); and all other easements and/or restrictions either recorded or by prescription that a complete title search may reveal.

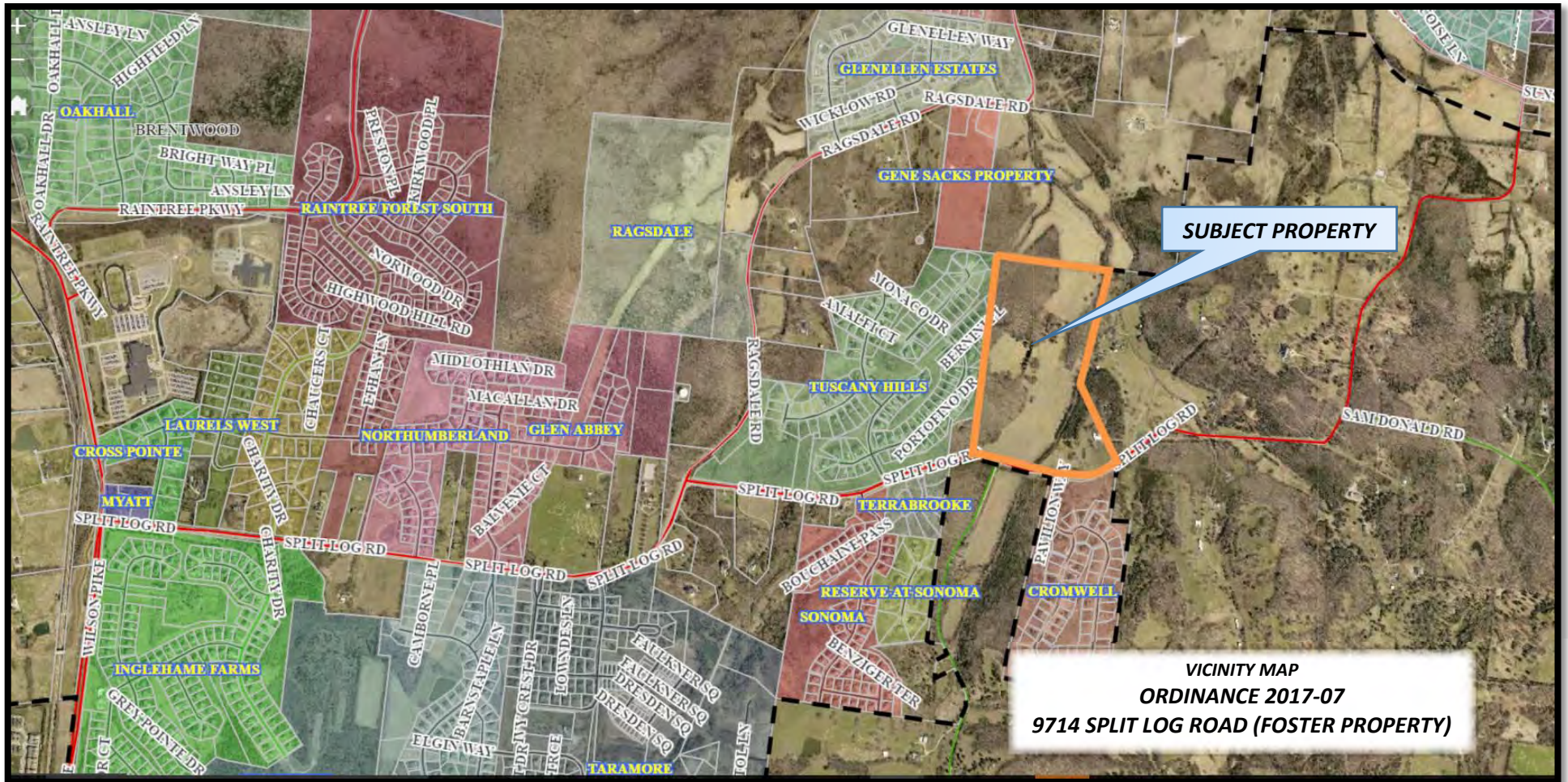
Prepared by:

Huddleston-Steele Engineering, Inc.  
2115 Northwest Broad Street  
Murfreesboro, TN 37129













© 2016 Google

© 2017 Google

Google Earth

[Report a problem](#)





9336 Clovercroft Rd

© 2016 Google

Google Earth

Page 22 of 107

35°55'46.76" N 86°45'40.68" W elev 849 ft eye alt 1045 ft

1997





9336 Clovercroft Rd

Image Landsat / Copernicus  
© 2016 Google

Google Earth





9336 Clovercroft Rd

© 2016 Google

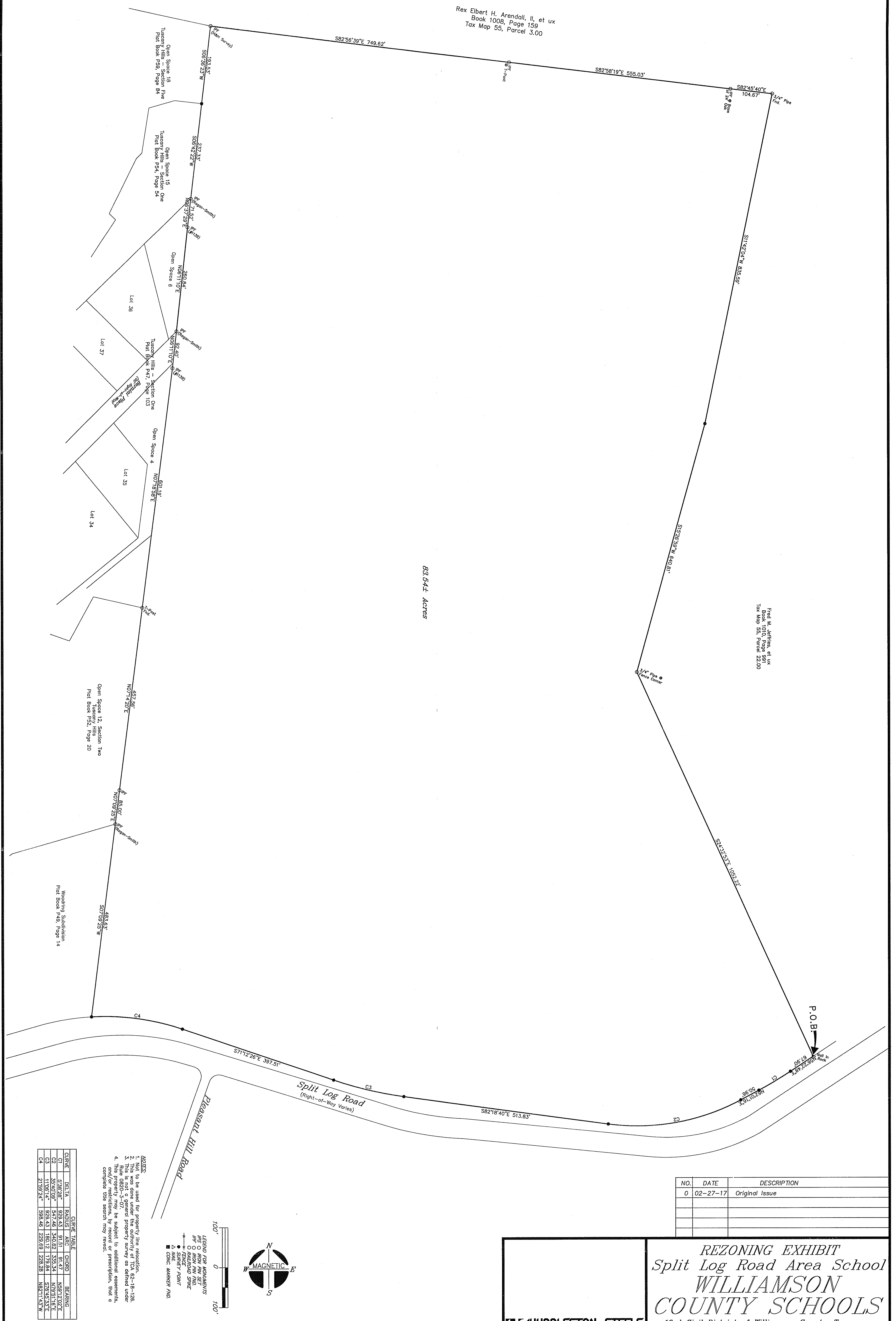
Google Earth

Page 24 of 107

35°55'45.54" N 86°45'41.71" W elev 867 ft eye alt 1573 ft

1997



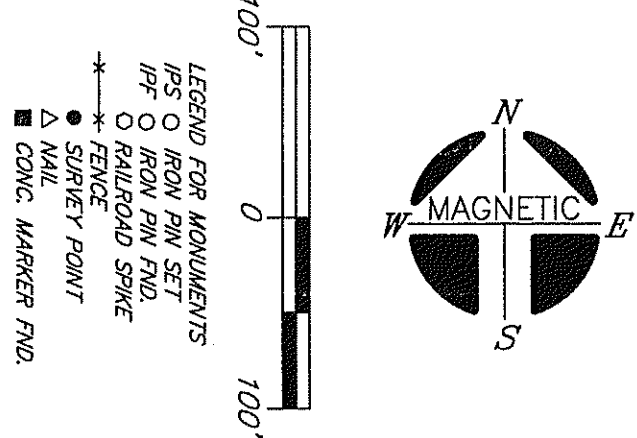


NO.	DATE	DESCRIPTION
0	02-27-17	Original Issue

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
C1	5:38.28"	929.43	91.51	91.47	N59:12.02"E
C2	35:40.09"	547.46	340.82	335.34	N79:51.16"E
C3	11:06.14"	929.43	120.61	179.84	S76:45.33"E
C4	21:59.24"	929.46	229.69	228.28	N82:11.43"W

NOTES:

1. Not to be used for property line relocation.
2. This was done under the authority of TCA 62-18-126.
3. This is not a general property survey as defined under Rule 0820-3-.07.
4. This property may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.



**HS HUDDLESTON-STEELE**  
**ENGINEERING, INC.**  
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129  
TELEPHONE: 893 - 4084, FAX: 893 - 0080

*REZONING EXHIBIT*  
*Split Log Road Area School*  
**WILLIAMSON**  
**COUNTY SCHOOLS**  
*16rd Civil District of Williamson County, Tennessee*

Date: February, 2017	Scale: 1"=100'	Sheet 1 of 1
----------------------	----------------	--------------

**From:** Jardieu, Katie

**Sent:** Friday, March 31, 2017 7:48 AM

**To:** Bednar, Kirk <Kirk.Bednar@brentwoodtn.gov>; Dobson, Jeff <jeff.dobson@brentwoodtn.gov>

**Subject:** RE: School Meeting

The meeting at Ravenwood High School regarding the rezoning of the Foster Property put on by Williamson County Schools went relatively well. Four citizens from Tuscany Hills attended along with the principal of Ravenwood High School. Commissioners Rhea Little, Mark Gorman and Mayor Regina Smithson were also in attendance. The main issue of concern is the traffic along westbound Split Log Road. Citizens voiced concern over the already lengthy commutes along the street and feel the additional school traffic would only add to that. Williamson County Schools addressed concerns by stating a traffic impact study was conducted and showed no additional impact to the street. Citizens felt this was an increase in volume and that perhaps the traffic study did not take into account the entire area. Two citizens asked to see the traffic impact study when the city was finished with its review. Williamson County Architect Enoch Jarrell, mentioned the addition of a Middle School in the future on the northern portion of the site. This only heightened traffic concerns with citizens. Citizens felt widening the Split Log Road was really the only answer. Other concerns expressed were if Tuscany Hills students would be able to use the bus system due to their proximity. Williamson County Schools assured them that they would have a bus route there. How students would be kept safe from the creek was another question which Williamson County Schools stated a fence along the creek would be in place as well as around playgrounds. Construction traffic and trash was another concern, however, Kevin Fortney promised to be strict in regards to onsite maintenance and making sure trash was picked up. Overall citizens welcomed the rezoning and addition of the school and were most worried about current and future traffic along Split Log Road.

Let me know if you have any additional questions. I have the names of all attendees as well as those from Williamson County Schools that came. I also have a complete list of questions asked by citizens should you want more specific information.

*Thanks,*

Katie Jardieu

(615) 371-2204 ext. 2540

[Katie.jardieu@brentwoodtn.gov](mailto:Katie.jardieu@brentwoodtn.gov)

Aerial





Main Entry





Perspective





**Volkert, Inc.**

330 Mallory Station Road  
Suite A-1  
Franklin, TN 37067

Office 615.656.1845  
Fax 615.656.1870

[www.volkert.com](http://www.volkert.com)

April 3, 2017

Mr. Jeff Dobson  
Planning and Codes Director  
City of Brentwood  
5211 Maryland Way  
PO Box 788 (37024-0788)  
Brentwood, Tennessee 37027

**RE: Summary of Changes – WCS Split Log Road School Site**

Dear Mr. Dobson:

This memorandum provides the Summary of Changes for the WCS Split Log Road School site in Brentwood, Tennessee. The following are the comments received from Mr. Greg Judy and our response to each.

**Comment #1:**

The TIA study prepared separate trip generation estimates for the proposed elementary and middle schools.

	Total Trips (Combined In & Out)		Arrival Peak Mvmts	
	Arrival Peak	Dismissal Peak	Inbound	Outbound
Elementary School	371	231	204	167
Middle School	446	248	245	201

The trip generation forecast establishes that the AM (Arrival) Peak generates the highest trip volumes. Also, the TIA results show that the Middle School will generate a measurably higher number of trips, compared to the elementary school. This is consistent with other similar WCS campuses. The TIA states that it limits its analysis to the Elementary School alone; the Middle School is excluded from the traffic analysis and assessment.

We suggest that the TIA include the Middle School in its analysis and evaluation. To adequately assess the project's traffic impact, we recommend the analysis consider the site under "build out" conditions. In this way, the "worse-case" conditions may be evaluated. This approach is supported by the results of the TIA trip generation forecast in that the Middle School trip generation results in higher trip production. It is these conditions that should help form traffic control and geometric recommendations.

**Response:**

*The revised traffic analysis included the "build-out" conditions for both the elementary and the middle school. The 2018 analysis included only the elementary school build-out and the 2021 analysis included both the elementary and the middle school.*

**Office Locations:**

Birmingham, Foley, Mobile, Alabama • Gainesville, Orlando, Pensacola, Tampa, Florida • Atlanta, Georgia  
Collinsville, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana • Biloxi, Mississippi • Jefferson City, Missouri  
Raleigh, North Carolina • Columbia, South Carolina • Chattanooga, Franklin, Tennessee • Alexandria, Virginia • Washington, D.C.



**Comment #2:**

The TIA provided a forecast of the trip distribution for the study area road network. The distribution of new trips is based on currently available elementary school zoning information.

Our review determined that there would be benefit in developing distinct Proposed Build-Out Traffic Models for both the Elementary and Middle Schools. This would facilitate assessment of the “worst-case” scenario. Because Elementary and Middle Schools have differing attendance zoning assignments, the Elementary and Middle Schools should be characterized by different trip distribution models (unless they are determined to have similar attraction patterns, in which case the distribution models may be the same).

In this way, we recommend that the TIA should consider separate trip distribution models for the Elementary and Middle Schools and select the scenario (Elementary or Middle School) that will result in the most conservative (highest trip demand) scenario. In doing so, the study analysis will identify critical traffic movements based on highest demand scenario.

Ultimately, we suggest the TIA study develop unique Proposed Build-Out traffic models for Elementary and Middle School scenarios. This methodology may include use of the same Existing Conditions and Background Condition traffic models.

**Response:**

*The proposed distribution for the elementary school was based on the existing traffic patterns and the newly released school zoning plans from WCS. At such time as this study was completed, WCS did not have a planned opening year or a proposed zoning for the middle school. Therefore, to address the comment, it was agreed to use a 2021 build-out year as WCS anticipates a 3-5 year lag between the elementary and middle school opening. However, no information about potential zoning was available, therefore, the same distribution pattern as the elementary school was used.*

**Comment #3:**

The TIA study included the planned, but not yet constructed, Ragsdale subdivision in its background traffic conditions.

In addition to the Ragsdale subdivision, the TIA should consider any other proposed subdivisions within the study area. Representatives of the TIA should coordinate with city officials and include the trip generation of other applicable planned subdivisions (expansions of Tuscany Hills and Taramore are possibilities).

**Response:**

*As discussed during the review meeting and with subsequent follow-up emails and information, these developments were included in the background traffic projections.*

**Comment #4:**

The TIA conducted traffic capacity and evaluation of the Split Log Rd at Pleasant Hill Rd intersection. The study provides recommendations of lane assignments and widening at the intersection. Study recommendations include left-turn lanes on both Split Log Road approaches, separate through-left and right-turn lanes for the southbound approach exiting the school campus and two-way stop sign control on the minor street approaches with free-flow operation on Split Log Road and crossing guard presence during school arrival and dismissal periods.

We recommend that the TIA provide comment on the desired length of the southbound right-turn lane exiting

the site.

We recommend that the TIA provide discussion and assessment on the need for providing traffic signal control at the intersection. This is of particular interest within the context of considering the traffic impacts of the Middle School, which is not currently included in the analysis. Also, the study's level-of-service analysis shows that the northbound approach is expected to operate with an average delay of 34sec per vehicle during the AM peak (representing a LOS of "D"). We consider this performance borderline unsatisfactory, as the LOS of "E" occurs at 35sec of average delay. Because of the variability of future traffic conditions and because the analysis represents an estimate of future conditions, we believe it is appropriate to consider need for signalization.

**Response:**

*Each of the areas identified in Comment #4 were addressed in the revised study. The information is included in the specific section for the intersection of Split Log Road and Pleasant Hill Road. Additionally, the peak hour traffic signal warrant information was included in the Appendix E.*

**Comment #5:**

The TIA provided a list of general design considerations related to the school's access road.

We request that the TIA provide an assessment and guidance related to the orientation and design of the main campus road, particularly in the vicinity of Split Log Road. Referencing the current site layout, the main campus road does not form a continuous connection with the internal connector road near the bus access area. We recommend that project planners coordinate to optimize the internal road network. We suggest that the design of the internal road maximize turn lane storage opportunities, minimize interaction and friction from internal intersections. Separation between internal intersections and Split Log Road should be maximized.

We suggest the TIA consider and the site design include a separate driveway access for buses. This will allow bus traffic to operate separately from passenger vehicles.

We generally concur with the TIA's other site design considerations.

**Response:**

*The general design recommendations for the access drives are included in the "General Recommendations" section.*

*Also, the location and separation of the access drives (main drive and bus only drive) on Split Log Road was identified in the TIA. Additional internal site layout and network information can be found on the site plan.*

**Comment #6:**

The TIA provided traffic operations analysis of the intersection of Split Log Road at Ragsdale Road.

Our review noted inconsistent (and possibly inadvertent) reporting of level-of-service results. We found discrepancies in the reporting of the AM Peak LOS designations: the WB left is shown in the summary table as operating at an LOS of "F", yet the text of the report mentions LOS of "E". We recommend that the reporting of the LOS designations be confirmed for all analysis scenarios.

**Response:**

*The reported analysis results were reviewed for inconsistencies and updated as necessary. Also, the overall intersection operation analysis was included for this intersection.*



**Comment #7:**

The TIA provided traffic operations analysis of the intersection of Split Log Road at Wilson Pike.

Review of the capacity analysis found unexpected results at this intersection. Comparing Existing conditions to Proposed Build conditions, LOS results significantly improve under proposed conditions although traffic volumes increase with the addition of the school project but without notable improvements to the intersection. In reviewing the capacity analysis reports included in the Appendix, we have some uncertainty related to the durations of green times assigned to the mainline approaches (Wilson Pike). In general, the signal timing presented in the capacity analysis should reflect actual parameters used by the city engineering department. While optimization of signal timings should be considered, final signal timings should be representative of standard city practices. We recommend that the signal timings used in the capacity analysis be coordinated with city officials, verifying that the timings used in the analysis are consistent with actual field conditions. This will help ensure consistent application of traffic signal timing parameters and promote accurate analysis results.

**Response:**

*The operational analysis for this intersection was re-evaluated based on the above comment. The existing and background analysis results were conducted utilizing the existing traffic signal timing data from the City. The current signal timing data shows a 160 second cycle running throughout the day at this location. The Projected conditions analysis optimized the cycle lengths and modified the green times to operationally improve the intersection.*

Should you have any questions or need additional information, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gerald Bolden", with a long horizontal flourish extending to the right.

Gerald Bolden, PE, PTOE  
Transportation Design Manager



**Volkert, Inc.**

330 Mallory Station Road  
Suite A-1  
Franklin, TN 37067

Office 615.656.1845  
Fax 615.656.1870

[www.volkert.com](http://www.volkert.com)

April 3, 2017

Mr. Jeff Dobson  
Planning and Codes Director  
City of Brentwood  
5211 Maryland Way  
PO Box 788 (37024-0788)  
Brentwood, Tennessee 37027

**RE: Summary of Changes – WCS Split Log Road School Site**

Dear Mr. Dobson:

This memorandum provides the Summary of Changes for the WCS Split Log Road School site in Brentwood, Tennessee. The following are the comments received from Mr. Greg Judy and our response to each.

**Comment #1:**

The TIA study prepared separate trip generation estimates for the proposed elementary and middle schools.

	Total Trips (Combined In & Out)		Arrival Peak Mvmts	
	Arrival Peak	Dismissal Peak	Inbound	Outbound
Elementary School	371	231	204	167
Middle School	446	248	245	201

The trip generation forecast establishes that that the AM (Arrival) Peak generates the highest trip volumes. Also, the TIA results show that the Middle School will generate a measurably higher number of trips, compared to the elementary school. This is consistent with other similar WCS campuses. The TIA states that it limits its analysis to the Elementary School alone; the Middle School is excluded from the traffic analysis and assessment.

We suggest that the TIA include the Middle School in its analysis and evaluation. To adequately assess the project's traffic impact, we recommend the analysis consider the site under "build out" conditions. In this way, the "worse-case" conditions may be evaluated. This approach is supported by the results of the TIA trip generation forecast in that the Middle School trip generation results in higher trip production. It is these conditions that should help form traffic control and geometric recommendations.

**Response:**

*The revised traffic analysis included the "build-out" conditions for both the elementary and the middle school. The 2018 analysis included only the elementary school build-out and the 2021 analysis included both the elementary and the middle school.*

**Office Locations:**

Birmingham, Foley, Mobile, Alabama • Gainesville, Orlando, Pensacola, Tampa, Florida • Atlanta, Georgia  
Collinsville, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana • Biloxi, Mississippi • Jefferson City, Missouri  
Raleigh, North Carolina • Columbia, South Carolina • Chattanooga, Franklin, Tennessee • Alexandria, Virginia • Washington, D.C.



**Comment #2:**

The TIA provided a forecast of the trip distribution for the study area road network. The distribution of new trips is based on currently available elementary school zoning information.

Our review determined that there would be benefit in developing distinct Proposed Build-Out Traffic Models for both the Elementary and Middle Schools. This would facilitate assessment of the “worst-case” scenario. Because Elementary and Middle Schools have differing attendance zoning assignments, the Elementary and Middle Schools should be characterized by different trip distribution models (unless they are determined to have similar attraction patterns, in which case the distribution models may be the same).

In this way, we recommend that the TIA should consider separate trip distribution models for the Elementary and Middle Schools and select the scenario (Elementary or Middle School) that will result in the most conservative (highest trip demand) scenario. In doing so, the study analysis will identify critical traffic movements based on highest demand scenario.

Ultimately, we suggest the TIA study develop unique Proposed Build-Out traffic models for Elementary and Middle School scenarios. This methodology may include use of the same Existing Conditions and Background Condition traffic models.

**Response:**

*The proposed distribution for the elementary school was based on the existing traffic patterns and the newly released school zoning plans from WCS. At such time as this study was completed, WCS did not have a planned opening year or a proposed zoning for the middle school. Therefore, to address the comment, it was agreed to use a 2021 build-out year as WCS anticipates a 3-5 year lag between the elementary and middle school opening. However, no information about potential zoning was available, therefore, the same distribution pattern as the elementary school was used.*

**Comment #3:**

The TIA study included the planned, but not yet constructed, Ragsdale subdivision in its background traffic conditions.

In addition to the Ragsdale subdivision, the TIA should consider any other proposed subdivisions within the study area. Representatives of the TIA should coordinate with city officials and include the trip generation of other applicable planned subdivisions (expansions of Tuscany Hills and Taramore are possibilities).

**Response:**

*As discussed during the review meeting and with subsequent follow-up emails and information, these developments were included in the background traffic projections.*

**Comment #4:**

The TIA conducted traffic capacity and evaluation of the Split Log Rd at Pleasant Hill Rd intersection. The study provides recommendations of lane assignments and widening at the intersection. Study recommendations include left-turn lanes on both Split Log Road approaches, separate through-left and right-turn lanes for the southbound approach exiting the school campus and two-way stop sign control on the minor street approaches with free-flow operation on Split Log Road and crossing guard presence during school arrival and dismissal periods.

We recommend that the TIA provide comment on the desired length of the southbound right-turn lane exiting

the site.

We recommend that the TIA provide discussion and assessment on the need for providing traffic signal control at the intersection. This is of particular interest within the context of considering the traffic impacts of the Middle School, which is not currently included in the analysis. Also, the study's level-of-service analysis shows that the northbound approach is expected to operate with an average delay of 34sec per vehicle during the AM peak (representing a LOS of "D"). We consider this performance borderline unsatisfactory, as the LOS of "E" occurs at 35sec of average delay. Because of the variability of future traffic conditions and because the analysis represents an estimate of future conditions, we believe it is appropriate to consider need for signalization.

**Response:**

*Each of the areas identified in Comment #4 were addressed in the revised study. The information is included in the specific section for the intersection of Split Log Road and Pleasant Hill Road. Additionally, the peak hour traffic signal warrant information was included in the Appendix E.*

**Comment #5:**

The TIA provided a list of general design considerations related to the school's access road.

We request that the TIA provide an assessment and guidance related to the orientation and design of the main campus road, particularly in the vicinity of Split Log Road. Referencing the current site layout, the main campus road does not form a continuous connection with the internal connector road near the bus access area. We recommend that project planners coordinate to optimize the internal road network. We suggest that the design of the internal road maximize turn lane storage opportunities, minimize interaction and friction from internal intersections. Separation between internal intersections and Split Log Road should be maximized.

We suggest the TIA consider and the site design include a separate driveway access for buses. This will allow bus traffic to operate separately from passenger vehicles.

We generally concur with the TIA's other site design considerations.

**Response:**

*The general design recommendations for the access drives are included in the "General Recommendations" section.*

*Also, the location and separation of the access drives (main drive and bus only drive) on Split Log Road was identified in the TIA. Additional internal site layout and network information can be found on the site plan.*

**Comment #6:**

The TIA provided traffic operations analysis of the intersection of Split Log Road at Ragsdale Road.

Our review noted inconsistent (and possibly inadvertent) reporting of level-of-service results. We found discrepancies in the reporting of the AM Peak LOS designations: the WB left is shown in the summary table as operating at an LOS of "F", yet the text of the report mentions LOS of "E". We recommend that the reporting of the LOS designations be confirmed for all analysis scenarios.

**Response:**

*The reported analysis results were reviewed for inconsistencies and updated as necessary. Also, the overall intersection operation analysis was included for this intersection.*



**Comment #7:**

The TIA provided traffic operations analysis of the intersection of Split Log Road at Wilson Pike.

Review of the capacity analysis found unexpected results at this intersection. Comparing Existing conditions to Proposed Build conditions, LOS results significantly improve under proposed conditions although traffic volumes increase with the addition of the school project but without notable improvements to the intersection. In reviewing the capacity analysis reports included in the Appendix, we have some uncertainty related to the durations of green times assigned to the mainline approaches (Wilson Pike). In general, the signal timing presented in the capacity analysis should reflect actual parameters used by the city engineering department. While optimization of signal timings should be considered, final signal timings should be representative of standard city practices. We recommend that the signal timings used in the capacity analysis be coordinated with city officials, verifying that the timings used in the analysis are consistent with actual field conditions. This will help ensure consistent application of traffic signal timing parameters and promote accurate analysis results.

**Response:**

*The operational analysis for this intersection was re-evaluated based on the above comment. The existing and background analysis results were conducted utilizing the existing traffic signal timing data from the City. The current signal timing data shows a 160 second cycle running throughout the day at this location. The Projected conditions analysis optimized the cycle lengths and modified the green times to operationally improve the intersection.*

Should you have any questions or need additional information, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gerald Bolden", with a horizontal line extending to the right.

Gerald Bolden, PE, PTOE  
Transportation Design Manager

## **Brentwood City Commission Agenda**

**Meeting Date:** 04/10/2017

Approval or correction of minutes from Regular Scheduled Commission meeting

**Submitted by:** Debbie Hedgepath, Administration

**Department:** Administration

---

### **Information**

#### **Subject**

Approval or correction of minutes from the March 27, 2017 meeting

#### **Background**

#### **Staff Recommendation**

---

### **Fiscal Impact**

### **Attachments**

Draft Minutes

---

## MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

### BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, March 27, 2017 at 7:00 pm at the Brentwood Municipal Center.

Present were Mayor Regina Smithson; Vice Mayor Jill Burgin; Commissioners Ken Travis, Anne Dunn, Mark Gorman and Rhea Little; City Manager Kirk Bednar; Assistant City Manager Jay Evans; City Attorney Roger Horner and City Recorder Deborah Hedgepath. Commissioner Betsy Crossley was absent. Commissioner Gorman led the invocation. The Pledge of Allegiance was led by Scouts from Troop 444.

Commissioner Travis moved for approval of the minutes from the March 13, 2017 meeting as written; seconded by Commissioner Little. Approval was unanimous.

### **CONSENT AGENDA**

Ordinance 2017-04 - AN ORDINANCE AMENDING MUNICIPAL CODE REGARDING THE REQUIRED FRONT YARD SETBACKS WITHIN AR (AGRICULTURAL/RESIDENTIAL) ZONING DISTRICTS, for consideration on second and final reading

Resolution 2017-23 - A RESOLUTION AUTHORIZING AN AGREEMENT KIMLEY-HORN & ASSOCIATES, INC. FOR A TRAFFIC SIGNAL OPTIMIZATION STUDY, for adoption

Official renaming of the dog park at Tower Park to Barkwood Dog Park

Commissioner Gorman moved for approval of the items on the Consent Agenda; seconded by Vice Mayor Burgin. Approval was unanimous.

With no further business, the meeting adjourned at 7:15 pm.

APPROVED \_\_\_\_\_

*Deborah Hedgepath*

Deborah Hedgepath, City Recorder

## **Brentwood City Commission Agenda**

**Meeting Date:** 04/10/2017

Resolution 2017-24 - Agreement with Nationwide Retirement Solutions for 401a Money Purchase Retirement Plan.

**Submitted by:** Mike Worsham, Human Resource

**Department:** Human Resource

---

### **Information**

#### **Subject**

Resolution 2017-24 - Amended and Restated Plan Document /Adoption Agreement with Nationwide Retirement Solutions for 401a Money Purchase Retirement Plan

#### **Background**

An important fringe benefit currently available to City employees is the supplemental deferred compensation retirement savings plan. The basic plan is operated under Section 457(b) of the IRS Code and is generally similar to a 401(k) plan for private sector employees. Employees participating in this optional benefit can select between two providers, ICMA-Retirement Corporation (ICMA-RC) and Nationwide Retirement Solutions (NRS). Both companies offer similar investment options, account fees and member services, including on-line account access and financial statements.

After two years of service with the City, full-time employees are eligible to receive a contribution from the City of up to 3% of their base salary, on a dollar-for-dollar matching basis, when they participate in the supplemental retirement plan. When this plan was initially established, employee's personal contributions (made through payroll deductions) along with the City matching contributions were deposited into an individual 457(b) tax deferred account. The IRS establishes annual limits on the amount of contributions that can be made into individual 457(b) accounts. In 1999, the City also adopted a 401(a) plan to allow employees the option to contribute or defer even more of their personal income each pay period into their 457(b) account by having the City's 3% matching contribution deposited into a 401(a) plan.

On May 23, 2011 the City of Brentwood Board of Commissioners approved Resolution 2011-28, adopting an amendment to both the ICMA-RC and Nationwide Retirement Solutions (NRS) 401(a) Money Purchase Retirement Plans. This resolution basically established that future employee matching contributions would be separated and deposited into an individual 401(a) plan. The advantage of this change to the City was that deposits into a 401(a) account are exempt from the employer's portion of the Social Security (FICA) tax. Based on the level of City contributions to employee deferred compensation accounts at that time, the City estimated saving approximately \$15,000 annually with no

reduction in contributions to the employees. An additional benefit to plan participants was that they would be able to better identify the City's commitment of matching contributions because these funds would be accumulated in a separate account and not combined with tax deferred withholdings made directly by the employee to the 457(b) account.

The IRS has a six-year review schedule for the type of 401 plan documents Nationwide Retirement Solutions (NRS) makes available to plan sponsors, including the City of Brentwood. To ensure the City's plan remains in compliance with the Pension Protection Act of 2006 (PPA 06) we are now required to submit a signed restated adoption agreement. The documents incorporate amendments for legislative and regulatory changes enacted since the prior restatement. In the past, we have utilized a negative election adoption process in an effort to streamline the plan document adoption and restatement process. This time, however, per instructions from the IRS, each plan sponsor using the NRS plan document is required to execute a new adoption agreement to ensure our plan remains in compliance with IRS and applicable regulatory requirements. The restated adoption agreement does not include any plan design changes made since last adopted in 2011. Thus, this action is considered administrative in nature and is necessary for the reasons describe above.

### **Staff Recommendation**

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

---

### **Fiscal Impact**

**Amount :** N/A

**Source of Funds:**

**Account Number:**

**Fiscal Impact:**

The restated plan document does not change the benefits associated with this plan nor the City's cost for matching contributions made by employees.

---

### **Attachments**

Resolution 2017-24

NRS 401a Restatement Agreement

---

**RESOLUTION 2017-24**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE AN ADOPTION AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND NATIONWIDE FINANCIAL SOLUTIONS, INC., REGARDING THE 401(A) MONEY PURCHASE PLAN ADMINISTERED FOR THE CITY BY NATIONWIDE RETIREMENT SOLUTIONS, A COPY OF SAID AGREEMENT BEING ATTACHED TO THIS RESOLUTION BY REFERENCE**

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

**SECTION 1.** That the Mayor is hereby authorized to execute an adoption agreement by and between the City of Brentwood and Nationwide Financial Solutions, Inc., regarding the 401(a) Money Purchase Plan administered for the City by Nationwide Retirement Solutions, a copy of said agreement being attached to this resolution by reference.

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

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

\_\_\_\_\_  
MAYOR

Regina Smithson

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

Deborah Hedgepath

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

Roger A. Horner

Page 43 of 107



7. PLAN YEAR (Plan Section 1.42) means, except as otherwise provided in d. below:

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

SHORT PLAN YEAR (Plan Section 1.46). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c. ☒ N/A  
d. ☐ beginning on \_\_\_\_\_ (enter month day, year; e.g., July 1, 2013)  
and ending on \_\_\_\_\_ (enter month day, year).

8. VALUATION DATE (Plan Section 1.52) means:

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

NOTE: The Plan always permits interim valuations.

9. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.25 and 1.50):

- a. ☐ **Insurer.** This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (if more than 2, add names to signature page).

- b. ☒ **Individual Trustee(s).** Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (add additional Trustees as necessary)

Name(s)	Title(s)
Regina Smithson	Mayor
_____	_____
_____	_____

Address and telephone number

1. ☒ Use Employer address and telephone number  
2. ☐ Use address and telephone number below:

Address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
City State Zip  
Telephone: \_\_\_\_\_

- c. ☐ **Corporate Trustee(s)** (add additional Trustees as necessary)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
City State Zip  
Telephone: \_\_\_\_\_

**Directed/Discretionary Trustee.** Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed (nondiscretionary) Trustee (Plan Section 1.21) and if there is an individual Trustee, he or she will serve as a Discretionary Trustee (Plan Section 1.22) over all Plan assets (select all that apply; leave blank if defaults apply)

- d. ☐ Directed Trustee exceptions (leave blank if no exceptions):  
Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)

1. ☐ The corporate Trustee will serve as Directed Trustee over the following assets: \_\_\_\_\_



2. ☐ The individual Trustee(s) will serve as Directed Trustee over the following assets: \_\_\_\_\_  
Individual Trustee will serve as Directed Trustee (may not be selected with d.1. or d.2.)
3. ☐ over all Plan assets
- e. ☐ Discretionary Trustee exceptions (leave blank if no exceptions):  
Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)
1. ☐ The individual Trustee(s) will serve as Discretionary Trustee over the following assets: \_\_\_\_\_
2. ☐ The corporate Trustee will serve as Discretionary Trustee over the following assets: \_\_\_\_\_  
Corporate Trustee will serve as Discretionary Trustee (may not be selected with e.1. or e.2.)
3. ☐ over all Plan assets

**Separate trust.** Will a separate trust agreement that is approved by the IRS for use with this Plan be used?

- f. ☒ No  
g. ☐ Yes

**NOTE:** If Yes is selected, an executed copy of the trust agreement between the Trustee and the Employer must be attached to this Plan. The Plan and trust agreement will be read and construed together. The responsibilities, rights and powers of the Trustee will be those specified in the trust agreement.

10. **ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER**  
(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a. ☒ Employer (use Employer address and telephone number)  
b. ☐ Other:

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

Address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
City State Zip  
Telephone: \_\_\_\_\_

11. **CONTRIBUTION TYPES**

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

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

- a. ☐ This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
1. ☐ All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select contributions at b. - f. (optional), skip questions 12-18 and 22-29)
2. ☐ All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

**Effective date**

3. ☐ as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

**CONTRIBUTIONS**

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

- b. ☐ **Employer contributions other than matching** (Questions 24-25)  
1. ☐ This Plan qualifies as a Social Security Replacement Plan (Question 24.c. must be selected)
- c. ☒ **Employer matching contributions** (Questions 26-28)
- d. ☐ **Mandatory Employee contributions** (Question 31)
- e. ☐ **After-tax voluntary Employee contributions** (Question 32)
- f. ☐ **Rollover contributions** (Question 39)

**ELIGIBILITY REQUIREMENTS**

12. **ELIGIBLE EMPLOYEES** (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan:

- a. ☐ **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
- b. ☒ **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
1. ☐ Union Employees (as defined in Plan Section 1.17)
2. ☐ Nonresident aliens (as defined in Plan Section 1.17)
3. ☐ Leased Employees (Plan Section 1.28)



4. ☐ Part-time/temporary/seasonal Employees. A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled service is less than \_\_\_\_\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.54). However, if any such excluded Employee actually completes a Year of Service, then such Employee will no longer be part of this excluded class.
5. ☒ Other: Part-time employees (must be definitely determinable under Regulations §1.401-1(b). Exclusions may be employment title specific but may not be by individual name nor result in only a finite group of individuals (e.g., excluding anyone hired after 12/31/12.)

13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

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

**Eligibility Requirements**

c. ☒ **Age Requirement**

1. ☒ No age requirement
2. ☐ Age 20 1/2
3. ☐ Age 21
4. ☐ Age \_\_\_\_\_ (may not exceed 26)

d. ☒ **Service Requirement**

1. ☐ No service requirement
2. ☐ \_\_\_\_\_ (not to exceed 60) months of service (elapsed time)
3. ☐ 1 Year of Service
4. ☒ 2 (not to exceed 5) Years of Service
5. ☐ \_\_\_\_\_ consecutive month period from the Eligible Employee's employment commencement date and during which at least \_\_\_\_\_ Hours of Service are completed.
6. ☐ \_\_\_\_\_ consecutive months of employment from the Eligible Employee's employment commencement date.
7. ☐ Other: \_\_\_\_\_ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

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

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

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

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

**Amendment or restatement to change eligibility requirements**

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

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

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

- a. ☒ date such requirements are met
- b. ☐ first day of the month coinciding with or next following the date on which such requirements are met
- c. ☐ first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. ☐ earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. ☐ first day of the Plan Year coinciding with or next following the date on which such requirements are met (Eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less.)
- f. ☐ first day of the Plan Year in which such requirements are met
- g. ☐ first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. ☐ other: \_\_\_\_\_ (must be definitely determinable)



## SERVICE

## 15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.39 and 1.54)

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

Other Employer	Eligibility	Vesting	Contribution Allocation
c. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
e. <input type="checkbox"/> Employer name: _____	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>
<b>Limitations</b>			
f. <input type="checkbox"/> The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/13)	1. <input type="checkbox"/>	2. <input type="checkbox"/>	3. <input type="checkbox"/>

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.39 and 1.54 regardless of any selections above.

## 16. SERVICE CREDITING METHOD (Plan Sections 1.39 and 1.54)

**NOTE:** If no selections are made in this Section, then the provisions set forth in the definition of Year of Service in Plan Section 1.54 will apply, including the following defaults:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
  2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service.
  3. For eligibility purposes, the computation period will be as defined in Plan Section 1.54 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
  4. For vesting and allocation purposes, the computation period will be the Plan Year.
- a. ☒ **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1. ☒ all purposes (skip to Question 17)
  2. ☐ the following purposes (select one or more):
    - a. ☐ eligibility to participate
    - b. ☐ vesting
    - c. ☐ sharing in allocations or contributions
- b. ☐ **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1. ☐ **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
  2. ☐ **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
  3. ☐ **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
    - a. ☐ all purposes
    - b. ☐ the following purposes (select one or more):
      1. ☐ eligibility to participate
      2. ☐ vesting
      3. ☐ sharing in allocations or contributions

Such method will apply to:

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



Hours of Service will be determined on the basis of:

- f. ☐ days worked (10 hours per day)
- g. ☐ weeks worked (45 hours per week)
- h. ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
- i. ☐ months worked (190 hours per month)
- j. ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
- k. ☐ other: \_\_\_\_\_ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

4. ☐ **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service for:
- a. ☐ all purposes
  - b. ☐ the following purposes (select one or more):
    - 1. ☐ eligibility to participate
    - 2. ☐ vesting
    - 3. ☐ sharing in allocations or contributions

## VESTING

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
- a. ☐ N/A (no Employer contributions; skip to Question 19)
  - b. ☒ The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

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

### Vesting for Employer contributions other than matching contributions

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

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

### Vesting for Employer matching contributions

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



**Governmental Money Purchase Plan**

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

**18. VESTING OPTIONS**

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

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

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

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

**RETIREMENT AGES**

**19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.32) means:**

- a. ☒ **Specific age.** The date a Participant attains age 60 (may not exceed 65)
- b. ☐ **Age/participation.** The later of the date a Participant attains age \_\_\_\_\_ (may not exceed 65) or the \_\_\_\_\_ (may not exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced

**NOTE:** Effective for Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three months after the final regulations are published in the Federal Register, Normal Retirement Age of less than age 62 must meet Regulation §1.401(a)-1(b)(2).

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

- c. ☐ Age \_\_\_\_\_ (may not be less than 50)

**20. NORMAL RETIREMENT DATE (Plan Section 1.33) means, with respect to any Participant, the:**

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

**21. EARLY RETIREMENT DATE (Plan Section 1.15)**

- a. ☒ N/A (no early retirement provision provided)
- b. ☐ Early Retirement Date means the:
  - 1. ☐ date on which a Participant satisfies the early retirement requirements
  - 2. ☐ first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
  - 3. ☐ Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

**Early retirement requirements**

- 4. ☐ Participant attains age \_\_\_\_\_  
**AND, completes....** (leave blank if not applicable)
  - a. ☐ at least \_\_\_\_\_ Years (or Periods) of Service for vesting purposes
  - b. ☐ at least \_\_\_\_\_ Years (or Periods) of Service for eligibility purposes
- c. ☐ Early Retirement Date means: \_\_\_\_\_ (must be definitely determinable)



## COMPENSATION

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

**Base definition**

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

**NOTE:** Plan Section 1.23(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457(b).

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

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

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

- g. ☐ **No adjustments** (skip to i. below)

- h. ☒ **Adjustments.** Compensation will be adjusted by (select all that apply):

- 1. ☐ excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457(b))
- 2. ☒ excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
- 3. ☒ excluding Compensation paid during the "determination period" while not a Participant in the Plan.
- 4. ☐ excluding Military Differential Pay
- 5. ☒ excluding overtime
- 6. ☒ excluding bonuses
- 7. ☒ other: Shift differential, longevity pay, leave sell-back, supplemental pay, special assignment pay, and other compensation paid to the employees in addition to base pay. (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

**Military Differential Pay Special Effective Date** (leave blank if not applicable)

- i. ☐ If this is a PPA restatement and the provisions above regarding Military Differential Pay (included unless h.4. is selected) have a later effective date than Plan Years beginning after December 31, 2008, then enter the date such provisions were first effective: \_\_\_\_\_ (may not be earlier than January 1, 2009; for Plan Years beginning prior to January 1, 2009, Military Differential Pay is treated in accordance with the post-severance Compensation provisions in the following Question).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

The following optional provision of the 415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:

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

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

- a. ☐ The defaults listed above apply except for the following (select one or more):
  - 1. ☐ Leave cash-outs will be **excluded**
  - 2. ☐ Nonqualified unfunded deferred compensation will be **excluded**
  - 3. ☐ Military Differential Pay will be **included** (Plan automatically includes for Limitation Years beginning after December 31, 2008)
  - 4. ☐ Disability continuation payments will be **included**

**Plan Compensation (post-severance compensation adjustments)**

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



6. ☐ Disability continuation payments will be **included**

**NOTE:** The above treatment of Military Differential Pay only applies to Plan Years beginning prior to January 1, 2009. For Plan Years beginning after such date, Military Differential Pay is not considered post-severance compensation and the provisions of Question 22 apply.

**Post-severance compensation special effective date** (leave blank if not applicable)

- e. ☐ If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective: \_\_\_\_\_

## CONTRIBUTIONS AND ALLOCATIONS

24. **EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS)** (Plan Section 4.1(a)(2)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

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

- a. ☐ **Fixed contribution** equal to (only select one):

1. ☐ \_\_\_\_\_% of each Participant's Compensation for each:
  - a. ☐ Plan Year
  - b. ☐ calendar quarter
  - c. ☐ month
  - d. ☐ pay period
  - e. ☐ week
2. ☐ \$\_\_\_\_\_ per Participant.
3. ☐ \$\_\_\_\_\_ per Hour of Service worked while an Eligible Employee
  - a. ☐ up to \_\_\_\_\_ hours (leave blank if no limit)
4. ☐ other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b)).

- b. ☐ **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

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

1. ☐ Sick leave
2. ☐ Vacation leave

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

3. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
  - a. ☐ The Former Employee must be at least age \_\_\_\_\_ (e.g., 55)
  - b. ☐ The value of the sick and/or vacation leave must be at least \$\_\_\_\_\_ (e.g., \$2,000)
  - c. ☐ A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
  - d. ☐ A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
4. ☐ **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
  - a. ☐ The Employee must be at least age \_\_\_\_\_ (e.g., 55)
  - b. ☐ The value of the sick and/or vacation leave must be at least \$\_\_\_\_\_ (e.g., \$2,000)
  - c. ☐ A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
  - d. ☐ A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours

- c. ☐ **Social Security Replacement Plan.** An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by Employee and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

**Include only part-time, seasonal and temporary Employees** (leave blank if not applicable)

1. ☐ Regardless of any other provision in this to the contrary, the contribution above will only be made for part-time, seasonal, or temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2.



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

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

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

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

1. ☐ A Participant must complete at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service (or \_\_\_\_\_ (not to exceed 12) months of service if the elapsed time method is selected).
2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3. ☐ Participants will NOT share in the allocations, regardless of service.
4. ☐ Participants will share in the allocations, regardless of service.
5. ☐ Other: \_\_\_\_\_ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

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

6. ☐ No service requirement.
7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. ☐ A Participant must complete at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service during the Plan Year.
9. ☐ Other: \_\_\_\_\_ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

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

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

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(a)(3)). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will make the following matching contributions:

A. **Elective deferrals taken into account.** For purposes of applying the matching contribution provisions below, elective deferrals include elective deferral (pre-tax and Roth) contributions to the following Employer plan(s) (insert name of Plan(s) to which the elective deferral contributions being matched will be made):

- a. ☒ **457 plan(s).** Enter Plan name: City of Brentwood 457 Plan
- b. ☐ **403(b) plan(s).** Enter Plan name: \_\_\_\_\_

**NOTE:** If selected at Question 32, after-tax voluntary Employee contributions are also considered elective deferrals for purposes of matching contributions.

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

c. ☒ **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to 100 % (e.g., 50) of the Participant's elective deferrals

1. ☒ that do not exceed 3 % of a Participant's Compensation (leave blank if no limit)

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

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

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



Governmental Money Purchase Plan

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

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

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

1. ☐ vesting purposes
  2. ☐ eligibility purposes
- f. ☐ Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b))

27. MATCHING CONTRIBUTION PROVISIONS

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- a. ☐ N/A (no Plan specific limit on the amount of matching contribution)
  - b. ☐ \$\_\_\_\_\_.
  - c. ☒ 3 % of Compensation.
- B. **Period of determination.** The matching contribution formula will be applied on the following basis (and elective deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):
- d. ☐ the Plan Year
  - e. ☒ each payroll period
  - f. ☐ each month
  - g. ☐ each Plan Year quarter
  - h. ☐ each payroll unit (e.g., hour)

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

- a. ☒ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b. ☐ **Allocation conditions apply** (select one of 1. -5. AND one of 6. - 9. below)
- Conditions for Participants NOT employed on the last day of the Plan Year.**
1. ☐ A Participant must complete at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service (or \_\_\_\_\_ (not to exceed 12) months of service if the elapsed time method is selected).
  2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
  3. ☐ Participants will NOT share in the allocations, regardless of service.
  4. ☐ Participants will share in the allocations, regardless of service.
  5. ☐ Other: \_\_\_\_\_ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

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

6. ☐ No service requirement.
7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. ☐ A Participant must complete at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service during the Plan Year.
9. ☐ Other: \_\_\_\_\_ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

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

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



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

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

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

Forfeitures of Employer contributions other than matching contributions will be:

- a. ☐ added to the Employer contribution and allocated in the same manner
- b. ☒ used to reduce any Employer contribution
- c. ☐ allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- d. ☐ other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

Forfeitures of Employer matching contributions will be:

- e. ☐ N/A. Same as above or no Employer matching contributions.
- f. ☒ used to reduce the Employer matching contribution.
- g. ☐ used to reduce any Employer contribution.
- h. ☐ other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

30. **ALLOCATION OF EARNINGS (Plan Section 4.3(c))**

Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan after the previous Valuation Date will be determined:

- a. ☒ N/A. (all assets in the Plan are subject to Participant investment direction)
- b. ☐ by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date
- c. ☐ by treating one-half of all such contributions as being a part of the Participant's nonsegregated Account balance as of the previous Valuation Date
- d. ☐ by using the method specified in Plan Section 4.3(c) (balance forward method)
- e. ☐ other: \_\_\_\_\_ (must be a definite predetermined formula)

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

- a. ☐ An Eligible Employee must contribute to the Plan \_\_\_\_\_% (not to exceed 25%) of Compensation.
- b. ☐ An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from \_\_\_\_\_% (not less than 1%) to \_\_\_\_\_% (not to exceed 25%) of Compensation.
- c. ☐ Other: \_\_\_\_\_ (must be definitely determinable)

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

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

32. **AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS (Plan Section 4.9) (skip if after-tax voluntary Employee contributions NOT selected at Question 11.e.)**

**Matching after-tax voluntary Employee contributions.** There are no Employer matching contributions on after-tax voluntary Employee contributions unless elected below.

- a. ☐ After-tax voluntary Employee contributions are considered elective deferrals for purposes of applying any matching contributions under the Plan.

**DISTRIBUTIONS**

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

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

- a. ☒ lump-sums
- b. ☒ substantially equal installments
- c. ☒ partial withdrawals, provided the minimum withdrawal is \$\_\_\_\_\_ (leave blank if no minimum)



Governmental Money Purchase Plan

- d. ☐ partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (e.g., partial is not permitted for death benefits; leave blank if no exceptions):

1. ☐ \_\_\_\_\_

- e. ☒ annuity: As selected by the Eligible Employee (describe the form of annuity or annuities)

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

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

**Cash or property.** Distributions may be made in:

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

1. ☐ insurance Contracts

2. ☐ annuity Contracts

3. ☐ Participant loans

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

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

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

A. **Accounts in excess of \$5,000**

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

B. **Accounts of \$5,000 or less**

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

C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 34.f. and 34.h.):

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

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

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

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

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

1. ☐ \$5,000

2. ☐ \$1,000

3. ☐ \$\_\_\_\_\_ (less than \$1,000)

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



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

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

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

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

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

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

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

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

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

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

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

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

- a. ☒ In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied:

1. ☒ Age. The Participant has reached:
- a. ☐ Normal Retirement Age
- b. ☐ age 62
- c. ☒ age 70 1/2 (may not be earlier than age 62)

**Special effective date** (may be left blank if same as Plan or Restatement Effective Date)

- d. ☐ \_\_\_\_\_ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than the first day of the Plan Year beginning in 2007)

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

- b. ☒ all Accounts

- c. ☐ only from the following Accounts (select one or more):

1. ☐ Account attributable to Employer matching contributions
2. ☐ Account attributable to Employer contributions other than matching contributions
3. ☐ Rollover Account
4. ☐ Transfer Account
5. ☐ Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that satisfies the determinable requirement under Regulations §1.401-1(b) and is not subject to Employer discretion)

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

- d. ☒ N/A (no additional limitations)

- e. ☐ Additional limitations (select one or more):

1. ☐ The minimum amount of a distribution is \$\_\_\_\_\_.
2. ☐ No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
3. ☐ Distributions may only be made from Accounts which are fully Vested.
4. ☐ In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §1.401-1(b) and not be subject to Employer discretion).

37. HEART ACT PROVISIONS (Plan Section 6.17)

**Continued benefit accruals.**

- a. ☒ Continued benefit accruals will NOT apply
- b. ☐ Continued benefit accruals will apply



**Special effective date.** If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)

c. ☐ \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year)

**Distributions for deemed severance of employment**

d. ☒ The Plan does NOT permit distributions for deemed severance of employment

e. ☐ The Plan permits distributions for deemed severance of employment

**Special effective date** (may be left blank if same as Plan or Restatement Effective Date)

1. ☐ \_\_\_\_\_ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than January 1, 2007)

**MISCELLANEOUS**

38. **LOANS TO PARTICIPANTS** (Plan Section 7.6)

a. ☒ New loans are NOT permitted.

b. ☐ New loans are permitted.

**NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers, then the Administrator may, in a uniform manner, accept rollovers of loans into this Plan.

39. **ROLLOVERS** (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

a. ☐ Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant

b. ☐ Participants who are Former Employees

**Distributions.** When may distributions be made from a Participant's Rollover Account?

c. ☐ At any time

d. ☐ Only when the Participant is otherwise entitled to a distribution under the Plan

**PPA TRANSITION RULES**

The following questions only apply if this is a PPA restatement (i.e., Question 5.b.1. is selected). If this is not a PPA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

**NOTE:** The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

40. **WRERA - RMD WAIVERS FOR 2009** (Plan Section 6.8(f))

**Suspension/continuation of RMDs.** Unless otherwise elected below, required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions:

a. ☐ RMDs for 2009 were suspended for any Participant or Beneficiary who was scheduled to receive his/her first RMD for 2009 or who did not make a continuing election prior to 2009 to receive his/her RMD (unless the Participant or Beneficiary made an election to receive such distribution). RMDs for 2009 were continued for any Participant or Beneficiary who had made a continuing election to receive an RMD prior to 2009 (unless the Participant or Beneficiary made an election to suspend such distribution).

b. ☐ RMDs continued unless otherwise elected by a Participant or Beneficiary.

c. ☐ RMDs continued in accordance with the terms of the Plan (i.e., no election available to Participants or Beneficiaries).

d. ☐ Other: \_\_\_\_\_

**Direct rollovers.** The Plan also treated the following as "eligible rollover distributions" in 2009 (If no election is made, then a "direct rollover" was only offered for "2009 RMDs"):

e. ☐ "2009 RMDs" and "Extended 2009 RMDs."

f. ☐ "2009 RMDs" but only if paid with an additional amount that is an "eligible rollover distribution" without regard to Code §401(a)(9)(H).

41. **NON-SPOUSAL ROLLOVERS** (Plan Section 6.14(d)). Non-spousal rollovers are permitted effective for distributions after December 31, 2006 unless an alternative effective date is selected at a. below:

a. ☐ Non-spousal rollovers are allowed effective \_\_\_\_\_ (may not be earlier than January 1, 2007 and not later than January 1, 2010; the Plan already provides for non-spousal rollovers effective as of January 1, 2010)



Governmental Money Purchase Plan

The adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 only to the extent provided in Rev. Proc. 2011-49 or subsequent guidance.

The Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Rev. Proc. 2011-49 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

This Adoption Agreement may be used only in conjunction with the Volume Submitter basic Plan document #09. This Adoption Agreement and the basic Plan document will together be known as Nationwide Financial Services, Inc or its Suppliers Governmental Volume Submitter Money Purchase Plan #09-002.

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

Nationwide Financial Services, Inc or its Suppliers will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify Nationwide Financial Services, Inc or its Suppliers of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Nationwide Financial Services, Inc or its Suppliers no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an advisory letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Name: Nationwide Retirement Solutions

Address: PO Box 182797

Columbus Ohio 43218

Telephone: 1-877-496-1630

The Employer and Trustee (or Insurer) hereby cause this Plan to be executed on the date(s) specified below:

EMPLOYER: City of Brentwood

By: \_\_\_\_\_ DATE SIGNED \_\_\_\_\_

TRUSTEE (OR INSURER):

[ ] The signature of the Trustee or Insurer appears on a separate agreement or Contract,

OR (add additional Trustee signature lines as necessary)

Regina Smithson

\_\_\_\_\_  
TRUSTEE OR INSURER DATE SIGNED \_\_\_\_\_



## ADMINISTRATIVE PROCEDURES

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

A. **Loan Limitations.** (complete only if loans to Participants are permitted; leave blank if none apply)a. ☐ **Limitations** (select one or more):

1. ☐ Loans will be treated as Participant directed investments.
2. ☐ Loans will only be made for hardship or financial necessity as specified below (select i. or ii.)
  - a. ☐ hardship reasons specified in Plan Section 6.12
  - b. ☐ financial necessity (as defined in the loan program).
3. ☐ The minimum loan will be \$\_\_\_\_\_.
4. ☐ A Participant may only have \_\_\_\_\_ (e.g., one (1)) loan(s) outstanding at any time.
5. ☐ All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
6. ☐ **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
  - a. ☐ Account(s) attributable to Employer matching contributions
  - b. ☐ Account attributable to Employer contributions other than matching contributions
  - c. ☐ Rollover Account
  - d. ☐ Transfer Account
  - e. ☐ Other: \_\_\_\_\_

**AND**, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:

- f. ☐ by determining the limits by only considering the restricted accounts.
- g. ☐ by determining the limits taking into account a Participant's entire interest in the Plan.

**Additional Loan Provisions** (select all that apply; leave blank if none apply)b. ☐ **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):

1. ☐ payroll deduction
2. ☐ ACH (Automated Clearing House)
3. ☐ check
  - a. ☐ Only for prepayment

c. ☐ **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):

1. ☐ \_\_\_\_\_ percentage points over the prime interest rate
2. ☐ \_\_\_\_\_%
3. ☐ the Administrator establishes the rate at the time the loan is made

d. ☐ **Refinancing.** Loan refinancing is allowed.B. **Life Insurance.** (Plan Section 7.5)

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

**Limitations**

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

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

- a. ☐ No
- b. ☒ Yes



D. **Directed investments**

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

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

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

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

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

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

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

- 2. ☐ **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):

- a. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
- b. ☐ a plan described in Code §403(a) (an annuity plan)
- c. ☐ a plan described in Code §403(b) (a tax-sheltered annuity)
- d. ☐ a governmental plan described in Code §457(b) (eligible deferred compensation plan)

- 3. ☐ **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

- n. ☐ **Permissible Trust (or Custodian) modifications.** The Employer makes the following modifications to the Trust (or Custodial) provisions as permitted under Rev. Proc. 2011-49 (or subsequent IRS guidance) (select one or more of 1. - 3. below):

**NOTE:** Any elections below must not: (i) conflict with any Plan provision unrelated to the Trust or Trustee; or (ii) cause the Plan to violate Code §401(a). In addition, this may not be used to substitute all of the Trust provisions in the Plan.

1. ☐ **Investments.** The Employer amends the Trust provisions relating to Trust investments as follows:

2. ☐ **Duties.** The Employer amends the Trust provisions relating to Trustee (or Custodian) duties as follows:

3. ☐ **Other administrative provisions.** The Employer amends the other administrative provisions of the Trust as follows:



**APPENDIX A  
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

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

- a. ☐ **Special effective date(s):** \_\_\_\_\_. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law.

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

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

**The following elections apply** (select one or more):

- b. ☐ **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. ☐ **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
1. ☐ eligibility purposes
  2. ☐ vesting purposes
- d. ☐ **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used: \_\_\_\_\_ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. ☐ **Common, collective or pooled trust funds** (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are): \_\_\_\_\_.
- f. ☐ **Limitation Year** (Plan Section 1.29). The Limitation Year for Code §415 purposes will be \_\_\_\_\_ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. ☐ **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. ☐ Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": \_\_\_\_\_.
- h. ☐ **Recognition of Service with other employers** (Plan Sections 1.39 and 1.54). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

	<b>Eligibility</b>	<b>Vesting</b>	<b>Contribution Allocation</b>
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
<b>Limitations</b>			
7. <input type="checkbox"/> The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/13)	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>



i. ☐ **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):

1. ☐ **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable and satisfy the parameters set forth at Question 17)
2. ☐ **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d. AND complete e.):

**Applicable Participants.** The vesting schedules in Question 17 only apply to:

- a. ☐ Participants who are Employees as of \_\_\_\_\_ (enter date).
- b. ☐ Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).
- c. ☐ Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).
- d. ☐ Other: \_\_\_\_\_ (e.g., Participants in division A)

**Vesting schedule**

e. The schedule that applies to Participants not subject to the vesting schedule in Question 17 is:

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

j. ☐ **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

**NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

1. ☐ April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2. ☐ April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
  - a. ☐ A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
    1. ☐ N/A (annuity distributions are not permitted)
    2. ☐ Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
    3. ☐ Upon the recommencement of distributions, a new Annuity Starting Date is created.
  - b. ☐ A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
    1. ☐ The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

k. ☐ **Other spousal provisions** (select one or more)

1. ☐ **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: \_\_\_\_\_
2. ☐ **Automatic revocation of spousal designation** (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
3. ☐ **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

l. ☐ **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: \_\_\_\_\_

m. ☐ **Total and Permanent Disability.** Instead of the definition at Plan Section 1.49, Total and Permanent Disability means: \_\_\_\_\_ (must be definitely determinable).

## **Brentwood City Commission Agenda**

**Meeting Date:** 04/10/2017

Resolution 2017-25 - Approval of Contract with Embassy Suites for 2017 Annual Employee Recognition Dinner

**Submitted by:** Mike Worsham, Human Resource

**Department:** Human Resource

---

### **Information**

#### **Subject**

Resolution 2017-25 - Approval of Contract with Embassy Suites for 2017 Annual Employee Recognition Dinner

#### **Background**

The Board of Commissioners of the City of Brentwood have a tradition of recognizing all employees' contribution to the success of the City by providing and hosting an employee recognition dinner during the beginning of the annual holiday season. There are realistically only two facilities available in Williamson County (Embassy Suites and Marriott at Cool Spring) that have the capability of accommodating our group and are also within a reasonable travel distance of Brentwood.

For the last ten years this event has been held at the Embassy Suites in Franklin, Tennessee. The overwhelming feedback from attendees has been very positive on all aspects of this event, including the quality of the food, room arrangement and entertainment. Staff recommends that this event be held again this year at the same location.

The Embassy Suites quoted the cost of this event at approximately \$40 per person, depending on final menu selection, plus applicable taxes and a 24% service charges. This cost is approximately the same as last year. The estimated attendance is expected to be 250 for a total estimated cost of approximately \$12,500. This amount will be included in the Human Resources Department FY 2018 Operating Budget.

#### **Staff Recommendation**

To ensure the Embassy Suites can be reserved for the preferred date of November 3, 2017, it is recommended that approval be granted for the City to enter into a catering agreement with Embassy Suites to host the 2017 Annual Employee Recognition Dinner.

---

### **Fiscal Impact**

**Amount :** \$12,500 est.

**Source of Funds:** HR Budget

**Account Number:** 110-41650-82750

**Fiscal Impact:**

Sufficient funds will be included in the FY 2018 budget for the Human Resources Department.

---

### **Attachments**

Resolution 2017-25

2017 Embassy Suites Agreement

---



**RESOLUTION 2017-25**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND RICHARDSON HAMMONS, LP, D/B/A EMBASSY SUITES BY  
HILTON NASHVILLE SOUTH COOL SPRINGS FOR HOSTING THE 2017 EMPLOYEE  
RECOGNITION BANQUET, 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 Richardson Hammons, LP, d/b/a Embassy Suites by Hilton Nashville South Cool Springs for hosting the 2017 employee recognition banquet, 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

Regina Smithson

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

Deborah Hedgepath

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

Roger A. Horner



Nashville - South/Cool Springs

## CATERING SALES EVENT AGREEMENT [CATERING ONLY]

This **Catering Sales Event Agreement** ("Agreement") is by and between **City of Brentwood** ("Group" or "you" or "your(s)") and **Richardson Hammons, LP, d/b/a Embassy Suites by Hilton Nashville South Cool Springs** (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
<b>Client Contact Name:</b>	Ms. Chrissy Kirkpatrick	<b>Name of "Event":</b>	City of Brentwood Employee Appreciation Dinner
<b>Title:</b>	On Site Contact	<b>Date(s) of Event:</b>	Friday, November 3, 2017 - Friday, November 3, 2017
<b>Responsible Party: Company Name or Individual</b>	City of Brentwood	<b>Post to Reader Board as:</b>	City of Brentwood Employee Appreciation Dinner
<b>Address:</b>	5211 Maryland Way PO Box 788	<b>Hotel Contact:</b>	Ashley Alderman
<b>City, State, Zip:</b>	Brentwood, TN 37024-0788	<b>Title:</b>	Event Sales Manager
<b>Phone:</b>	(615) 371-0060	<b>Phone:</b>	(615) 515-5203
<b>Email:</b>	Chrissy.kirkpatrick@brentwoodtn.gov	<b>Email:</b>	ashley.alderman@jqh.com

We are pleased to offer the following function space based on our understanding of your present needs. Please review the detailed information outlined within to assure that this accurately reflects your requirements.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
11/3/2017	4:00 PM	5:30 PM	Setup	Birch-Chestnut-Hickory-Maple-Oak	See Diagram	250	
11/3/2017	5:30 PM	6:30 PM	Registration	E-Chestnut Foyer	See Diagram	250	
11/3/2017	6:00 PM	10:00 PM	Reception	Birch-Chestnut-Hickory-Maple-Oak	See Diagram	250	
11/3/2017	6:30 PM	10:00 PM	Dinner	Birch-Chestnut-Hickory-Maple-Oak	Flow Through	250	

**\* Specific meeting rooms cannot be guaranteed and are subject to change**

The Hotel will provide all of the function space you require in accordance with the schedule of events which is described above for meeting room rental, including any set-up fees of \$0.00 in recognition of the revenue we will derive from the provision of food and beverage services and ancillary services hereunder. Please ensure that the schedule above includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

The use of the Hotel's Exhibit Space will be governed by the attached "Terms and Conditions Governing Use of Exhibit Space" which is incorporated herein by this reference.

ALL RESERVATIONS AND THIS AGREEMENT are subject to the rules and regulations of Hotel and the following conditions:

**AGREED MINIMUM FOOD AND BEVERAGE REVENUE FIGURE:** Agreed minimum banquet food and beverage revenue is \$10,000, which does not include any other applicable event charges, service charges or applicable taxes. These figures shall be referred to herein as the "Agreed Minimum Food and Beverage Revenue Figure." If the Agreed Minimum Food and Beverage Revenue Figure is not met, the balance will be charged as meeting room rental. Group will be responsible for the charges listed on the BEO or the Agreed Minimum Food and Beverage Revenue Figure, whichever is greater, and said charges will be posted as a charge to Group's Master Account, plus applicable taxes and service charges

**GUARANTEED ATTENDANCE AND MENU SELECTIONS:** Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted above, the final attendance for your function must be received in writing by the catering/conference services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to your arrival.

Initials \_\_\_\_\_



**SERVICE CHARGE:** A service charge of 24% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your event.

**AUDIO-VISUAL EQUIPMENT:** Group agrees to work exclusively with Hotel or Hotel's exclusive audio-visual provider for Group's audio-visual needs. Any exceptions to using the Hotel or its exclusive provider require Hotel General Manager approval. Applicable service charges and taxes will apply to all audio-visual services, whether provided by the Hotel, Hotel's exclusive provider, Group or Group's outside contractor.

**CANCELLATION:** Group has committed to the functions listed on the above Schedule of Events. It is understood that Hotel loses substantial revenue upon the unexpected cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages if Group's event is canceled. If any single function is cancelled, the group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet Agreed Minimum Food and Beverage Revenue Figures as outlined above. If the entire event is cancelled Group agrees to pay Hotel, as follows:

**Cancellation Fee is based on Agreed Room Night Revenue and Agreed Minimum Food and Beverage Revenue, all other applicable event charges (i.e. meeting room rental, setup charges, audio visual charges), service charge and applicable taxes for a total amount of \$12,400**

**Cancelled more than 181 days prior to arrival = 50% or \$ 6,200**

**Cancelled 91 - 180 days prior to arrival = 75% or \$ 9,300**

**\*Cancelled within 90 days prior to arrival = 90% or \$ 11,160**

Written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

**DEPOSIT AND PAYMENT REQUIREMENTS:** A first deposit of **25%** of the Agreed Minimum Food and Beverage Revenue Figures and Meeting Room Rental of \$10,000 is due when Group signs the contract. Unless credit has been established in advance by Group with Hotel, payment of an additional amount which, when added to the first deposit, will equal **50%** of the Agreed Minimum Food and Beverage Revenue Figures, is to be made three (3) weeks prior to Event and any remaining balance is to be made in cash or by certified or bank check, at least five (5) business days prior to the Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges. If credit has been approved, payment will be due in accordance with the terms therefore agreed upon between the parties hereto, but in any event, no later than 2- days following Event. Interest will accrue on any unpaid balance or deposit paid late at the rate of 1.5% per month or 18% per annum. For your convenience, we enclose a credit authorization form. If you desire to seek credit, please sign and return the form immediately. If you wish to pay by credit card, please complete the enclosed form and return it to us.

**BILLING PROCEDURES AND DEPOSIT SCHEDULE:** Please complete the enclosed direct bill application and return it to our Accounting Department within 30 days so that we may attempt to approve credit for your meeting. In the event that credit is not requested or is not approved, pre-payment of your total estimated Master Account will be due prior to your arrival, in accordance with a schedule to be determined by the Hotel at its sole discretion. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the Group and the Group shall be liable for amounts as described in the cancellation provisions.

The following items shall be charged to the Master Account: tax, incidentals, banquet food and beverage charges, service charges and applicable taxes, attrition charges, meeting space rental charges (if any), cancellation charges, audio-visual charges and applicable taxes thereon and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the commencement of the meeting. During the course of your meeting, we would be pleased to have you meet with us each day, to review your master bill and to keep it accurate and up to date. Please let your Convention Services Manager know if you wish to establish a daily meeting.

A final bill, containing receipts and other back-up information, will be mailed to the Group within three business days of the Group's departure. Master Account charges may be paid in the form of cash, check or bank transfer. All Master Account charges not paid within 10 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the Master Account.

The deposits and payments outlined in the table below are due as indicated. The deposits and payments will be applied to your Master Account in the form of credits.

<b>Date</b>	<b>Deposit Due</b>
July 1 <sup>st</sup> , 2017	\$3,100
October 13 <sup>th</sup> , 2017	\$3,100
October 30 <sup>th</sup> , 2017	Remaining Balance

Please make your deposit payments by check payable to Embassy Suites Nashville South Cool Springs and mail to: 820 Crescent Centre Drive, Franklin, TN 37067, Attention: Accounting Department.

**TAX EXEMPT STATUS:** If Group maintains a tax exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to the group's arrival in order to be exempt from taxes. **Please note, tax exempt status pertains to the Master Account**

Initials \_\_\_\_\_

only. Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

**INSURANCE AND INDEMNIFICATION:** Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract, amounts not less than \$1,000,000.00 per occurrence. Group's insurance policy shall name the Hotel and John Q. Hammons Hotels Management, LLC as additional insureds. Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

To the extent permitted by law, the Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or exhibitors' negligence in connection with the use of the Hotel facilities, except to the extent and percentage attributable to the Hotel's negligence. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

**ENTIRE AGREEMENT:** This Agreement, together with the below-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto and incorporated herein, shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Group shall present Hotel an executed version signed by Group's Representative prior to February 1, 2017. Upon Hotel's acceptance of this agreement, it will be placed on a definite basis and will be binding upon Hotel and Group.

**ADDITIONAL TERMS AND CONDITIONS:** By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined above, this Agreement is also comprised of all the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website: <http://p.igh.com/tandc.html>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

**ACCEPTED AND AGREED TO:**

**City of Brentwood**

**GROUP:**

**By: Mayor Regina Smithson**

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

Mayor Regina Smithson

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

Dated: \_\_\_\_\_

**HOTEL:**

**Richardson Hammons, LP**

**d/b/a Embassy Suites by Hilton Nashville South Cool Springs**

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

Name: Ashley Alderman

Dated: \_\_\_\_\_

Director of Sales: \_\_\_\_\_

Name: Karen Hamilton

Dated: \_\_\_\_\_

Initials \_\_\_\_\_



## **Brentwood City Commission Agenda**

**Meeting Date:** 04/10/2017

Resolution 2017-26 - Authorizing Agreement with Sulliivan Engineering for Study of Alternatives for Ragsdale Road/Split Log Road Intersection

**Submitted by:** Mike Harris, Engineering

**Department:** Engineering

---

### **Information**

#### **Subject**

Resolution 2017-26 - Authorizing an Agreement with Sulliivan Engineering for Study of Alternatives for the Ragsdale Road/Split Log Road Intersection

#### **Background**

The intersection of Ragsdale Road and Split Log Road experiences significant delay during peak times as development on the east side of Brentwood has continued to expand. Additionally, Williamson County Schools recently announced the purchase of the "Foster" property, where construction of an elementary school is anticipated, followed by a middle school at some point in the future. Continued growth in this area is anticipated, and the delay at the intersection will continue to worsen. The fact that the intersection is a three-way stop is especially problematic at this location. Therefore, staff is recommending study of several options for improvements to reduce delay and increase the capacity at this location.. Three potential options have been identified, as follows:

1. Signalize the intersection in its present configuration;
2. Realign the intersection such that Split Log Road becomes a curve for continuous traffic flow, with Ragsdale "teeing" into Split Log with potential for signalization;
3. Construct a roundabout

A conceptual layout for each of these alternatives is attached. Each of these options has pros and cons, so in order to facilitate making the best long term solution, staff is first recommending a more detailed engineering study of these three options The study will investigate key parameters of each alternative to aid in making the most informed decision. Some of the characteristics to be considered include:

- Safety
- Capacity to handle current and future traffic (including the school)
- Impact to neighboring properties
- Level of service
- Cost
- Constructability

Since Sullivan Engineering, Inc. (SEI) is familiar with this roadway having designed the original widening project several years ago and has successfully designed many road projects in Brentwood, staff requested the attached proposal agreement from Sullivan for this study. Staff asked that SEI enlist the help of Neel Schaffer, the City's traffic consultant, to aid in the study from a signal/operational perspective. These two firms can provide a thorough analysis that will provide the information needed to make a sound decision on the best improvement for this busy intersection. The total cost of the study, as outlined in the attached agreement, is \$19,354.50. Staff expects the study will take approximately 90 days to complete. Once an alternative is selected, staff will negotiate a final engineering design agreement with SEI to initiate construction with the goal of having improvements completed by fall of 2018 when the new school opens. Funding for this project is programmed as part of the proposed FY 2018-2023 Capital Improvements Program.

Please direct any questions to the Engineering or Public Works Director.

### **Staff Recommendation**

Staff recommends approval of the agreement with Sullivan Engineering, Inc.

### **Previous Commission Action**

No previous action by the Commission on this item.

---

### **Fiscal Impact**

**Amount :** \$19,345.50

**Source of Funds:** Capital Improvement Program

**Account Number:** 311-43100-1044

### **Fiscal Impact:**

Given the timing of proposed school construction and opening, staff is recommending proceeding with this study as soon as possible. While no funding for this project was included in the FY 2017 Capital Projects Fund budget, funding will be programmed in the proposed FY 2018 Capital Projects Fund budget and sufficient undesignated reserves are available in the Capital Projects Fund to cover the cost of this project through the end of FY 2017.

---

### **Attachments**

Resolution 2017-26

Agreement

Signalization Layout

Curve Layout

Roundabout Layout



**RESOLUTION 2017-26**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO ACCEPT A PROPOSAL FROM SULLIVAN ENGINEERING, INC. FOR STUDY OF IMPROVEMENT ALTERNATIVES FOR THE INTERSECTION OF RAGSDALE ROAD AND SPLIT LOG ROAD, A COPY OF SAID PROPOSAL 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 accept a proposal from Sullivan Engineering, Inc. for the study of improvement alternatives for the intersection of Ragsdale Road and Split Log Road, a copy of said proposal 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

Regina Smithson

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

Deborah Hedgepath

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

Roger A. Horner



***SULLIVAN ENGINEERING, INC.***

*317 MAIN STREET, SUITE 201*

*FRANKLIN, TN 37064*

*TELEPHONE (615) 642-5822*

**March 27, 2017**

Mr. Mike Harris  
Engineering Director  
City of Brentwood  
P.O. Box 788  
Brentwood, TN 37024

RE: Ragsdale Road/Split Log Road Intersection Study  
City of Brentwood, Tennessee  
Project length – Varies per Alternate

Dear Mike:

Sullivan Engineering, Inc. (SEI) is partnering with Neel-Schaffer and our team is pleased to submit the following proposal for engineering functional design services necessary to produce preliminary conceptual layouts and engineering estimated cost of construction budget.

The City of Brentwood desires assessment of three possible intersection improvements at the subject location. SEI will develop the functional drawings and estimated cost of construction based on traffic engineering information provided from Neel-Schaffer. This combined effort will aid the City of Brentwood in the decision making process for determining a preferred intersection design.

The Functional Design and Traffic Engineering services shall be in accordance with design criteria set forth in this document:

**Engineering Services**

**1) Functional Design Engineering**

- a) Traffic Engineering
  - i) As outlined below
- b) Topographic Survey
  - (1) data shall be obtained from the City of Brentwood's GIS
- c) Roadway Design Documents
  - i) Coordinate Alignment with City,
  - ii) Initiate utility contact,
  - iii) Identify Land Parcels impacted by construction,
  - iv) Identify and size major storm water cross drains,
  - v) Prepare exhibits and Attend Meetings.
  - vi) Engineer's Estimated Construction Cost Analysis
    - (1) Roadway improvements
    - (2) Property acquisition
    - (3) Roadway Typical Sections

**Functional Design Engineering**



Looking at the initial concept ideas presented by Neal-Schaffer, SEI proposed budget is based on the following:

**Concept 1** - Modified "T" Intersection (attached) as shown this seems like the most viable option. Initial modifications to the current document would be to modify the design from a 35 MPH design speed to match recently constructed roadways based on a 40 MPH design speed. Additionally, Ragsdale Road will need to be designed to align with future proposed improvements. Based on the Traffic Engineering analysis, future signalization should be evaluated and budgeted.

**Concept 2** - Round-about initial thoughts is the elevation difference across the intersection is not conducive for this style design. However, if signalization is required on Concept 1 and 2, the cost of the signal may offset the importing of fill material, especially if auxiliary lanes are required. The use of a roundabout may eliminate the need for auxiliary and long-term maintenance cost of a signalized intersection. Therefore, if signalization would be warranted in the next five years, as part of the evaluation process we should consider this to a point we can develop a construction budget for comparison to other alternates. However, if signalization of the other concepts would not be warranted in the next 5 years, there would be no need to consider the roundabout concept.

**Concept 3** - "T" Intersection creates a double left turn on Split Log and a dedicated right turn lane. This would require development of a receiving lane on Split Log Road for vehicles traveling west toward Wilson Pike. My initial thought is to push the complete intersection north for a better alignment with future proposed improvements to Ragsdale Road. Additionally, my feeling is this would option would require signalization. Development of the receiving lane length along Split Log and stacking lanes on all approaches would be designed based on the traffic analysis. Even if a signal is not warranted, in the next 5 years I feel it best to include with the budget conduit and pull boxes to avoid trenching or boring the roadway in the future. My initial feelings on the Split Log receiving lane, inclusive of the transition area could stretch to Legacy Cove Lane, about 0.3 miles away. If possible, design efforts should avoid crossing or influencing the easement of Columbia Gas crossings of Split Log Road. To obtain benefits of an auxiliary lane approaching an intersection a typical intersection on the receiving side takes about 1,500 feet to avoid negative impacts to operational and capacity issues.

Once the Traffic Analysis is completed inclusive of incorporating data developed as part of the proposed school, our team will have a better handle on construction limits and lane requirements.

SEI, proposal budget is based the three alternates. The analysis includes functional design, engineers estimated cost of construction, utility contact (determine size, location & easement), project meetings and printing. SEI will need to develop multiple profile options for each Alternate, to minimize property acquisition cost and impact to owners, utility relocation, and constructability. The horizontal and vertical models generated will allow SEI to estimate earthwork and slope limits. Cross-sections developed will not be part of the submittal packet. SEI conducts property owner and utility owner research. Brentwood GIS mapping will provide contours, property line, water line, and sewer line locations adequate for this level of study. SEI, will still need to make contact with other utility companies for services and easement data. SEI, will perform a cursory drainage review for major cross drain structures each Concept. The profile developed would be for analysis purposes but not typically include in the packet unless requested, engineering estimated cost of construction would be provided for all alternates, inclusive of property and utility impact. I do not foresee any environmental concerns at this time to require specific analysis or assessment by an Environmental Firm.

### **Traffic Engineering Analysis**

Neel-Schaffer proposes to provide Sullivan Engineering with traffic analysis and evaluation of proposed traffic operations at the intersection of Split Log Road at Ragsdale Road. The City of Brentwood desires assessment of possible intersection improvements at the subject location. Neel-Schaffer will provide Traffic engineering support services as described below.

Neel-Schaffer' scope of work includes traffic engineering analysis will provide recommendations related to desired traffic control measures and intersection turn lane needs. The traffic analysis will consider three intersection design scenarios. The following outlines the study's proposed tasks:

1. Develop existing and future traffic volume models for the intersection. The study will consider traffic volumes for two conditions: Existing Year (2017) and Horizon Year (2022). The analysis will use traffic volumes documented in the recently completed WCS Split Log Road School Traffic Study. Existing traffic counts and predicted background traffic growth rate will be utilized from this study.

2. Conduct traffic operations analysis for each design scenario being considered. The following represents the proposed intersection scenarios:

- ☐ Conversion of Split Log Road to operate as a continuous roadway with Ragsdale Road aligned as the side street forming a three-leg intersection.
- ☐ Conversion of the intersection into a roundabout intersection.
- ☐ Conversion of the intersection into signalized operation. Preparation of a traffic signal warrant analysis is excluded at this time. The analysis will provide information related to desired operating parameters and turn lane needs if signalization is subsequently pursued.

3. Provide summary of results and evaluation guidance. A written report is excluded at this time. Study effort will include documentation of analysis results and advisement of preferred alternatives

#### **SUMMARY OF PROPOSED FEE**

<b>Task Required</b>	<b>2015 Est. Budget to Complete</b>
Develop existing and future traffic volume models for the intersection	
Conduct traffic operations analysis for each design scenario being considered	\$4,830.00
Provide summary of results and evaluation guidance. A written report is excluded at this time.	
<b>SUB-TOTAL TRAFFIC</b>	<b>\$4,830.00</b>
<b>Concept 1 - Modified "T" Intersection</b>	\$3,000.00
<b>Concept 2 - Round-about</b>	\$3,000.00
<b>Concept 3 - "T" Intersection</b>	\$6,000.00
<b>SUB-TOTAL FUNCTIONAL DESIGN</b>	<b>\$12,000.00</b>
<b>SUB-TOTAL ESTIMATED BUDGET</b>	<b>\$16,830.00</b>
Additional Project Meetings and Correspondence, Reproduction (15% of Estimated Budget)	\$2,524.50



<b>Task Required</b>	<b>2015 Est. Budget to Complete</b>
<b>SUB-TOTAL MISCELLANEOUS</b>	<b>\$2,524.50</b>
<b>TOTAL ESTIMATED BUDGET</b>	<b>\$19,354.50</b>

This project is to be developed in accordance with City of Brentwood and T.D.O.T. Guidelines, with compensation determined on an hourly basis. The fee for this project shall include all items listed in the Scope of Work, printing, and travel expenses. All printing will be the responsibility of Sullivan Engineering, Inc. All documents shall be computer generated (AutoCAD) and reproduced on a media suitable for printing.

Please find enclosed the following for your review and further explanation of the scope of services to be provided as part of this project:

- Concept Layout 1, 2 & 3
- Design/Construction Schedule,
- Supplement to “Agreement between OWNER and ENGINEER for Professional Services” , and
- Exhibit “A” & “C” Work Order.

Although SEI’s feels that all items have been adequately covered areas of concern, additional alternates could arise and if desired by the City our team could development additional analysis as needed. However, SEI feels what is proposed adequately covers the requirements of this project. Therefore, in keeping with typical projects of this nature, SEI does not foresee any reason for additional services over and above what is customary practice.

I hope this proposal meets with your approval. Please phone after you have had a chance to review this proposal or if there are any questions.

Sincerely,

**Sullivan Engineering, Inc.**

*Paul Collins*

Paul V. Collins, Jr.

Vice President

Cc: Mr. Jeff Donegan, Director of Public Works  
Mr. Richard Sullivan, PE, President Sullivan Engineering, Inc.

Supplement to  
“Agreement between OWNER and ENGINEER for Professional  
Services”



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Covered Transactions:**

**The Consultant certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible , or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
  - 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
  - 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  - 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 

**Equal Employment Opportunity:**

- a) In connection with the performance of any work on this project, the Consultant shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 

**Title VI- Civil Rights Act of 1964:**

- a) The Consultant shall comply with all the requirements imposed by the Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Consultant shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964m 49 C.F.R., Part 21, and related statutes and regulations.
- 

**Conflicts of Interest:**

No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, employee, sub-contractor, or consultant to the City in connection with any work contemplated or performed relative to this Agreement.

---

**D.20 Inspection:**

- a) The Consultant shall permit, and shall require its sub-contractor(s) or materials vendor to permit, the TN Department of Transportation's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, record and to audit the books, record and accounts pertaining to the financing and development of the Project.

## **Exhibit “A”**



Exhibit A, C.O.B. work order \_\_\_\_\_, Ragsdale/Split Log Road

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated October 27, 1998.

**Initial:**  
OWNER \_\_\_\_\_  
ENGINEER *PC*

### **ENGINEER's Services**

---

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties.  
ENGINEER shall provide Basic and Additional Services as set forth below.

#### **PART 1 -- BASIC SERVICES**

##### **A1.01 Study and Report Phase**

**A. ENGINEER shall:**

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.
2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate up to three alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.

**B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.**

##### **A1.02 Functional Design Phase**

**A. After acceptance by OWNER of the Report, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:**

1. On the basis of the above acceptance, selection, and authorization, prepares Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written

descriptions of the Project.

2. Provide the following services:

- Traffic Engineering
- As outlined below
- Topographic Survey
  - data shall be obtained from the City of Brentwood's GIS
- Roadway Design Documents
- Coordinate Alignment with City,
- Initiate utility contact,
- Identify Land Parcels impacted by construction,
- Identify and size major storm water cross drains,
- Prepare exhibits and Attend Meetings.
- Engineer's Estimated Construction Cost Analysis
- Roadway improvements
  - Property acquisition
  - Roadway Typical Sections

3. Advise OWNER if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist OWNER in obtaining such reports, data, information, or services. The following will be included in the Engineer's Basic Services:

- Traffic Analysis
- Functional Design Documents

4. Based on the information contained in the Functional Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, which will be itemized as provided in paragraph A1.01.A.5.

5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:

6. Furnish the Preliminary Design Phase documents to and review them with OWNER.

7. Submit to OWNER 3 final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost in accordance with the attached schedule after authorization to proceed with this phase.

B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

## **PART 2 -- ADDITIONAL SERVICES**

### **A2.01 Additional Services Requiring OWNER's Authorization in Advance**

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the



Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
6. Providing renderings or models for OWNER's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices

requested by OWNER for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.

17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

19. Preparation to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.

21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.

22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

#### *A2.02 Required Additional Services*

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.



4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

## **Exhibit “C”**



Exhibit C, C.O.B. work order \_\_\_\_\_, Ragsdale/Split Log Road

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated October 27, 1998.

**Initial:**  
OWNER \_\_\_\_\_  
ENGINEER *PC*

**Payments to ENGINEER for Services and Reimbursable Expenses**

---

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

**ARTICLE 4 -- PAYMENTS TO THE ENGINEER**

**C4.01 For Basic Services Having A Determined  
Scope --Hourly Not to Exceed, Method of Payment**

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum (Budgeted/Authorized) amount of \$19,354.50 based on the following assumed distribution of compensation:

**Authorized Budget**

<b>Task Required</b>	<b>2015 Est. Budget to Complete</b>
Develop existing and future traffic volume models for the intersection	
Conduct traffic operations analysis for each design scenario being considered	\$4,830.00
Provide summary of results and evaluation guidance. A written report is excluded at this time.	
<b>SUB-TOTAL TRAFFIC</b>	<b>\$4,830.00</b>
<b>Concept 1 - Modified "T" Intersection</b>	<b>\$3,000.00</b>
<b>Concept 2 - Round-about</b>	<b>\$3,000.00</b>
<b>Concept 3 - "T" Intersection</b>	<b>\$6,000.00</b>
<b>SUB-TOTAL FUNCTIONAL DESIGN</b>	<b>\$12,000.00</b>
<b>SUB-TOTAL ESTIMATED BUDGET</b>	<b>\$16,830.00</b>
Additional Project Meetings and Correspondence, Reproduction (15% of Estimated Budget)	\$2,524.50
<b>SUB-TOTAL MISCELLANEOUS</b>	<b>\$2,524.50</b>
<b>TOTAL ESTIMATED BUDGET</b>	<b>\$19,354.50</b>

**Total Budgeted/Authorized                      \$19,345.50**

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.

3. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

5. The Lump Sum is conditioned on Contract Times to complete the Work not exceeding 6 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

6. This Exhibit C may be replaced or supplemented for future projects authorized by OWNER.



This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated October 27, 1998

**Initial:**  
OWNER \_\_\_\_\_  
ENGINEER *PC*

### **Reimbursable Expenses Schedule**

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Fax	\$0.25	Page
8" x 11" Copies/Impressions	\$0.25	Page
11"x17" Copies/Impression	\$0.50	Page
24" x 36" Prints	\$0.50	Sq. Ft.
Minimum setup time	\$10.00	Per Plot
Reproducible Copies (Mylar)	\$5.00	Sq. Ft.
Reproducible B/W Copies (Paper)	\$3.00	Sq. Ft.
Reproducible Color Copies Paper)	\$4.00	Sq. Ft.
Mileage (auto)	\$0.54	Mile

### **Standard Hourly Rates Schedule**

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

Billing Class 9	Professional Engineer II	\$171.40
Billing Class 8	Professional Engineer I	\$158.36
Billing Class 7	Staff Associate/Project Coordinator	\$127.07
Billing Class 6	Project Manager	\$115.30
Billing Class 5	Roadway Designer II	\$108.68
Billing Class 4	Roadway Designer I	\$102.79
Billing Class 3	CADD Technician	\$96.99
Billing Class 2	Secretary	\$96.39
Billing Class 1	Office Helper	\$62.52



N:\Brentwood\Sheet 3\_layout\_Signoldgn  
2/22/2017 10:58:25 AM



TYPE	YEAR	PROJECT NO.	SHEET NO.
CONCEPT	2017	xxx-xxx-xxx	3

CAUTION !  
PRELIMINARY  
PLANS  
SUBJECT TO  
CHANGE

SEALED BY

CITY OF BRENTWOOD

PROPOSED  
LAYOUT  
SPLIT LOG RD. AT  
RAGSDALE RD.  
SCALE: 1"=50'



TYPE	YEAR	PROJECT NO.	SHEET NO.
CONCEPT	2017	xxx-xxx-xxx	1



CAUTION !  
PRELIMINARY  
PLANS  
SUBJECT TO  
CHANGE

SEALED BY

CITY OF BRENTWOOD

PROPOSED  
LAYOUT  
SPLIT LOG RD. AT  
RAGSDALE RD.  
SCALE: 1"=50'



N:\Brentwood\Sheet 2\layout\_Founddbout.dgn  
2/22/2017 10:35:26 AM



TYPE	YEAR	PROJECT NO.	SHEET NO.
CONCEPT	2017	xxx-xxx-xxx	2

CAUTION !  
PRELIMINARY  
PLANS  
SUBJECT TO  
CHANGE

SEALED BY

CITY OF BRENTWOOD

PROPOSED  
LAYOUT  
SPLIT LOG RD. AT  
RAGSDALE RD.  
SCALE: 1"=50'



## **Brentwood City Commission Agenda**

**Meeting Date:** 04/10/2017

Approval for Purchase of Three (3) New CCTV Traffic Cameras

**Submitted by:** Jamie Booker, Public Works

**Department:** Public Works

---

### **Information**

#### **Subject**

Approval for Purchase of (3) New CCTV Cameras.

#### **Background**

In November 2016, the City Commission approved the purchase of 22 CCTV cameras. This purchase allowed older analog CCTV cameras to be replaced with new IP Cameras. These cameras were purchased using the National Joint Powers Alliance (NJPA) purchasing cooperative contract #100614 through CDW. These cameras and mounting brackets were purchased from CDW at a price of \$2,857.32 each. CDW has agreed to honor this price again for three additional CCTV cameras and the related mounting kits.

Staff budgeted \$25,000.00 in FY17 for the installation of a new mounting pole and CCTV camera at the Moores Lane interchange on I-65, but after working directly with TDOT on a pending project at this location, staff was able to save approximately \$10,000.00 on the project. Therefore, staff is proposing to use \$8,571.96 of the 10,000.00 savings to purchase the additional IP CCTV cameras to continue to expand the City's camera network to as many intersections as possible.

If approved, this purchase will bring the total number of IP CCTV cameras installed in the City to 25. This allows the Traffic Operations Department and Police Department to monitor these areas live 24 hours a day.

If you have any questions, please feel free to contact Jeff Donegan, Public Works Director.

#### **Staff Recommendation**

Staff recommends approval of the purchase of three new CCTV cameras.

#### **Previous Commission Action**

The City Commission approved the purchase of 22 replacement cameras at its November 28, 2016 meeting.

---

### **Fiscal Impact**

**Amount :** \$8,571.96

**Source of Funds:** Capital Projects Fund

**Account Number:**

**Fiscal Impact:**

As stated in the narrative, staff proposes to fund this purchase using savings from a related project. While this purchase would not normally require City Commission approval because it totals less than \$10,000, Commission approval is necessary because this additional purchase is an increase to the amount previously authorized by the Commission with this vendor for the original camera purchase.

---

### **Attachments**

Original Bid

---





## ORDER CONFIRMATION



DEAR MICHELE KRAMER,

Thank you for choosing CDW•G. We have received your online order. Please take a moment to review it for accuracy and completeness.


ORDER #	PO #	CUSTOMER #
1BPRXVN	5854	3483463

ORDER DETAILS					
ITEM		QTY	CDW#	UNIT PRICE	EXT. PRICE
	<a href="#">AXIS T91A67 Pole Bracket - camera pole mounting kit</a> Mfg. Part#: 5017-671 UNSPSC: 45121518	22	1835560	\$93.86	\$2,064.92
	<a href="#">AXIS Q6055-E PTZ Dome Network Camera 60Hz - network surveillance camera</a> Mfg. Part#: 0910-004 UNSPSC: 46171610	22	4271170	\$2,763.46	\$60,796.12
PURCHASER BILLING INFO			SUBTOTAL		\$62,861.04
Billing Address: City Of Brentwood Accounts Payable Po Box 788 Brentwood, TN 37024-0788			SHIPPING		\$0.00
			SALES TAX		\$0.00
			GRAND TOTAL		\$62,861.04
DELIVER TO					
Shipping Address: CITY OF BRENTWOOD Martin Yates 1750 General George Patton Dri BRENTWOOD, TN 37027 Shipping Method: UPS Ground (2 - 3 day)					

Need Assistance? CDW•G SALES CONTACT INFORMATION



**Griffin Curcio** | (312) 547-2660 | [grifcur@cdwg.com](mailto:grifcur@cdwg.com)



THE  
COMPLETE  
**CUSTOM  
CLOUD  
SOLUTION**

**GO**

**Brentwood City Commission Agenda**

**Meeting Date:** 04/10/2017

Appointment of Three (3) Members to the Park Board

**Submitted by:** Debbie Hedgepath, Administration

**Department:** City Recorder

---

**Information**

**Subject**

Appointment of Three (3) Members to the Park Board

**Background**

At the April 10, 2017 meeting, the Board of Commissioners will appoint three (3) members to the Park Board. The appointees will serve three (3) year terms expiring April 30, 2020. Applicants must be residents of the City of Brentwood.

Notice of the upcoming appointments and process/deadlines for applications were published in the Tennessean's Williamson section and posted on the City's web page and on the Brentwood City Government Cable Channel (Channel 19 on Comcast).

The interested persons are:

1. Preston Bain (incumbent)
2. Lenda Elmlinger (incumbent)
3. Dave Olmstead (incumbent)
4. Craig Zimberg

Their applications are attached.

**Staff Recommendation**

n/a

---

**Fiscal Impact**

**Attachments**

Applications

---

## Hedgepath, Debbie

---

**From:** Lambert, Deanna  
**Sent:** Tuesday, March 7, 2017 1:49 PM  
**To:** Hedgepath, Debbie  
**Subject:** FW: City of Brentwood: Online Board Application Submittal

---

**From:** tech@brentwoodtn.gov  
**Sent:** Tuesday, March 7, 2017 1:47:51 PM (UTC-06:00) Central Time (US & Canada)  
**To:** Lambert, Deanna  
**Subject:** City of Brentwood: Online Board Application Submittal

A new entry to a form/survey has been submitted.

**Form Name:** Board and Commission Applicant Information Sheet  
**Date & Time:** 03/07/2017 1:47 PM  
**Response #:** 31  
**Submitter ID:** 480  
**IP address:** 67.216.174.68  
**Time to complete:** 23 min. , 5 sec.

---

### Survey Details

---

#### Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Preston Bain

Spouse's name (if applicable)?

Laura

Address:

303 Mosley Drive

Home Phone:

615-221-3996



**Business Phone:**

Not answered

**Fax Number:**

Not answered

**Email address:**

pbain@comcast.net

**Employer**

Surgery Partners

**Occupation:**

Healthcare Management

**Spouse Employer:**

Not answered

**Spouse Occupation:**

Not answered

**How long have you lived in Brentwood:**

46 years

**Community Involvement:**

- City of Brentwood Park Board (2009-Current)
- Travellers Rest Plantation Board of Directors (2012 - Current)  
Board President 2016-2017
- Brentwood Morning Rotary Club, Charter Member (1999-2016)  
Rotarian of the Year - 2000  
President (2011-2012)  
President Elect (2010-2011)  
Board of Directors/Secretary (2009-2010)  
Paul Harris Fellow - 2008  
Community Service Director (2004-2007)  
Planned and coordinated burying of time capsule in 2000
- Hands On Nashville, Board of Directors (2000-2004)  
Chairman, Hands on Nashville Day - 2000  
Finance Chairman, Hands On Nashville Day - 1999
- Martin Senior Citizen Center – Advisory Council (2002-2005)
- Leadership Brentwood – Class of 2003  
Program Chairman – 2005  
Steering Committee (2003-2006) & (2010-2011)
- Tennessee Baptist Children's Home – Champions 4 Children Board of Directors (2002-2004)
- Brentwood Citizen's Fire Academy - 2004

- Brentwood Chamber Star Gala Steering Committee (2005 – 2006)
- Scales Elementary All-Pro Dads (2009 – 2016)
- Civitan Baseball – Coach (2015-2016)
- Brentwood Blaze Football  
Board of Directors (2010-2015)  
Coach (2010-2015)  
Ran the concession stand (2013-2015)
- Teach both local Brentwood and Civil War history to 5th grade students at several of the Brentwood schools each year. Take artifacts from the Civil War to let the students see and touch and tell the students what happened in the very town and neighborhoods in which they live in.
- Worked with Historic Commission to write, edit, and produce “The Bugle”, the historic newsletter for the Brentwood Historic Society for several years.
- Member Brentwood Historic Society

**Brief summary of why you would like to serve on this board:**

Having grown up here in Brentwood, I remember a time when there were no parks. Years ago, the City leaders recognized the need for a park system and began a focused effort to develop and plan for the future parks we now enjoy today. Having served on the Park Board since 2009, we have been able to accomplish some great things over the past 8 years. New Parks have been added as well as upgraded amenities inside the existing parks such as the dog park at Tower Park. It is an honor to be able to serve in the capacity in which I get to help plan and expand Brentwood's wonderful Park System for our residents both now and into the future.

**The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.**

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

No.

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

No. I have a home based Civil War Relic business in which I have a city Business license but have never done business with the City.

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

No.

**By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.**

☒ I Agree

## Hedgepath, Debbie

---

**From:** Lambert, Deanna  
**Sent:** Monday, February 6, 2017 7:40 PM  
**To:** Hedgepath, Debbie  
**Subject:** FW: City of Brentwood: Online Board Application Submittal

---

**From:** tech@brentwoodtn.gov  
**Sent:** Monday, February 6, 2017 7:39:45 PM (UTC-06:00) Central Time (US & Canada)  
**To:** Lambert, Deanna  
**Subject:** City of Brentwood: Online Board Application Submittal

A new entry to a form/survey has been submitted.

**Form Name:** Board and Commission Applicant Information Sheet  
**Date & Time:** 02/06/2017 7:39 PM  
**Response #:** 28  
**Submitter ID:** 365  
**IP address:** 68.52.32.2  
**Time to complete:** 14 min. , 38 sec.

---

### Survey Details

---

#### Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Lenda H. Elmlinger

Spouse's name (if applicable)?

Tom

Address:

8313 Carriage Hills Drive

Home Phone:

(615) 477-2515



**Business Phone:**

(615) 690-4087

**Fax Number:**

(615) 690-4187

**Email address:**

lenda.elm@comcast.net

**Employer**

Pinnacle Financial Partners

**Occupation:**

banker

**Spouse Employer:**

Elmlinger Law

**Spouse Occupation:**

attorney

**How long have you lived in Brentwood:**

27 + years

**Community Involvement:**

I currently serve on the Park Board and as the Park Board representative to the Tree Board. As such, I walk in the parks, help plan Arbor Day each year, serve as a judge for the poster art & the essay contests for Arbor Day, pick up the art work from several of the schools & return it, stuff tree seedlings to give to the 3rd & 6th grade Brentwood children, and inspect the tree tags in both Brentwood Arboretums. I serve on the board for the Financial Planning Assoc. of Middle Tennessee, serve as a volunteer for Boy Scout Troop #8 in Brentwood, and am an active church member at Christ United Methodist Church. I have just completed my 3 year term on the board for Women in Business for the Wmson. County Chamber of Commerce and plan to stay active with our Chamber. Lastly and very importantly, I am a Leadership Brentwood alum, from the wonderful class of 1998!

**Brief summary of why you would like to serve on this board:**

I have enjoyed serving on this board as we open new parks to serve Brentwoodians, look for ways to enhance our Park services, and I thoroughly enjoy the excellent working relationship the Park Board has with City staff, community volunteers planning regular events in our parks, and with one another.

**The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.**

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

no

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

Pinnacle Bank has had a banking relationship with the City of Brentwood in the past. I have been an associate of Pinnacle Bank since 2005.

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

no

**By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.**

☒ I Agree

Thank you,  
City of Brentwood

---

**This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.**

## Hedgepath, Debbie

---

**From:** Lambert, Deanna  
**Sent:** Friday, February 10, 2017 11:50 AM  
**To:** Hedgepath, Debbie  
**Subject:** FW: City of Brentwood: Online Board Application Submittal

---

**From:** tech@brentwoodtn.gov  
**Sent:** Friday, February 10, 2017 11:49:25 AM (UTC-06:00) Central Time (US & Canada)  
**To:** Lambert, Deanna  
**Subject:** City of Brentwood: Online Board Application Submittal

A new entry to a form/survey has been submitted.

**Form Name:** Board and Commission Applicant Information Sheet  
**Date & Time:** 02/10/2017 11:49 AM  
**Response #:** 29  
**Submitter ID:** 387  
**IP address:** 68.34.202.116  
**Time to complete:** 12 min. , 27 sec.

---

### Survey Details

---

#### Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Dave Olmstead

Spouse's name (if applicable)?

Traci Olmstead

Address:

1097 Arbor Run Pl

Home Phone:

615-776-7061



**Business Phone:**

Not answered

**Fax Number:**

Not answered

**Email address:**

olmsteaddave@yahoo.com

**Employer**

Envista Forensics

**Occupation:**

Sr. Forensic Engineer

**Spouse Employer:**

Not answered

**Spouse Occupation:**

Not answered

**How long have you lived in Brentwood:**

17 yrs

**Community Involvement:**

City of Brentwood Park Board, 6 years

Youth Soccer Team Manager, 8 years

Youth Soccer Coach, 7 years

Youth Softball Coach, 3 years

Youth Basketball Coach, 6 years

**Brief summary of why you would like to serve on this board:**

I would like to continue serving this board to provide my unique insight and experience as a resident, parent, coach, and professional engineer to help the citizens of Brentwood enjoy the many wonders and benefits of our parks.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

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

No

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

No

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

No

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,  
City of Brentwood

---

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

## Hedgepath, Debbie

---

**From:** Lambert, Deanna  
**Sent:** Tuesday, March 14, 2017 11:12 AM  
**To:** Hedgepath, Debbie  
**Subject:** FW: City of Brentwood: Online Board Application Submittal

---

**From:** tech@brentwoodtn.gov  
**Sent:** Tuesday, March 14, 2017 11:11:22 AM (UTC-06:00) Central Time (US & Canada)  
**To:** Lambert, Deanna  
**Subject:** City of Brentwood: Online Board Application Submittal

A new entry to a form/survey has been submitted.

**Form Name:** Board and Commission Applicant Information Sheet  
**Date & Time:** 03/14/2017 11:11 AM  
**Response #:** 32  
**Submitter ID:** 503  
**IP address:** 72.237.167.249  
**Time to complete:** 17 min. , 23 sec.

---

### Survey Details

#### Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Craig Zimberg

Spouse's name (if applicable)?

Not answered

Address:

1258 Bridgeton Park Drive, Brentwood, TN

Home Phone:

615-500-5791



**Business Phone:**

Not answered

**Fax Number:**

Not answered

**Email address:**

craig.zimberg@comcast.net

**Employer**

BMI

**Occupation:**

Executive Director of Internal Audit

**Spouse Employer:**

Not answered

**Spouse Occupation:**

Not answered

**How long have you lived in Brentwood:**

1.5 years

**Community Involvement:**

Assistant Cub Scout leader Pack 124 (Sunset Elementary)

Religious school teacher at Congregation Micah

**Brief summary of why you would like to serve on this board:**

I am very passionate about our city's parks. I live adjacent to Owl Creek Park and my children are there almost daily. Both of my children have played travel soccer within the parks. As a three time Ironman triathlete, the Brentwood parks, trails, and greenways have been a regular part of my training.

As a regular consumer of the park's services I appreciate the value and importance to our community. I see serving on this Board in particular as an opportunity to give back to my community for the enjoyment my family and I have received and pay it forward for current and future Brentwood residents.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

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

No

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

No

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

None

**By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.**

☒ I Agree

Thank you,  
**City of Brentwood**

**This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.**