



**Agenda for the Regular Meeting of Board of Commissioners**  
**Monday, July 24, 2017 - 7:00 pm**  
**Brentwood City Hall**

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

**Approval or Correction of Minutes**

July 10, 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 2017-52 - A RESOLUTION AUTHORIZING ALTERATIONS TO THE OSRD DEVELOPMENT PLAN FOR THE TRADITIONS SUBDIVISION, for adoption
2. Resolution 2017-53 - A RESOLUTION AUTHORIZING ALTERATIONS TO THE OSRD DEVELOPMENT PLAN FOR THE BRENTWOOD COUNTRY CLUB SUBDIVISION, for adoption
3. Resolution 2017-54 - A RESOLUTION AUTHORIZING ALTERATIONS TO THE OSRD-IP DEVELOPMENT PLAN FOR THE OWL CREEK SUBDIVISION, for adoption

4. Resolution 2017-55 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH KERR BROS. & ASSOCIATES, INC. FOR PAVEMENT MARKING SERVICES, for adoption
5. Resolution 2017-56 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH WINDROW PHILLIPS GROUP FOR GOVERNMENT RELATIONS SERVICES, for adoption
6. Approval to purchase bulk road salt under state contract for the winter season

#### **Old Business**

1. Other old business

#### **New Business**

1. Resolution 2017-57 - A RESOLUTION ADOPTING A POLICY FOR INSTALLATION OF MID-BLOCK PEDESTRIAN CROSSINGS WITHIN THE CITY OF BRENTWOOD, for adoption
2. Other new business

A handwritten signature in black ink, appearing to read "Kirk Bednar". The signature is fluid and cursive, with the first name "Kirk" and last name "Bednar" clearly distinguishable.

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:** 07/24/2017

Approval or correction of minutes from Regular Scheduled Commission meeting

**Submitted by:** Debbie Hedgepath, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Approval or correction of minutes from the July 10, 2017 meeting

#### **Background**

#### **Staff Recommendation**

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### **Fiscal Impact**

### **Attachments**

Draft Minutes

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## MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

### BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, July 10, 2017 at 7:00 pm at Brentwood City Hall.

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

Vice Mayor Gorman moved for approval of the minutes from the June 26, 2017 meeting as written; seconded by Commissioner Travis. Approval was unanimous.

### **COMMENTS FROM CITIZENS**

Grady Tabor, 1635 Valle Verde Drive  
Joyce Daniels, 1011 Saratoga Drive

### **CONSENT AGENDA**

Resolution 2017-51 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR GEOGRAPHICAL INFORMATION SYSTEM SOFTWARE & SUPPORT SERVICES, for adoption

Approval of purchase of Technology services from Pomeroy IT Solutions, Inc.

Approval of donation of surplus large format plotter to Williamson County Emergency Management Agency

Approval of change order with Division 2 Constructors for sod installation at Smith Park

Commissioner Little moved for approval of the items on the Consent Agenda; seconded by Commissioner Dunn. Approval was unanimous.

### **NEW BUSINESS**

Vice Mayor Gorman moved for passage of Ordinance 2017-14 - AN ORDINANCE REZONING PROPERTY LOCATED ON THE WEST SIDE OF WILSON PIKE CIRCLE, SOUTH OF THE CHURCH STREET EAST INTERSECTION FROM C-2 (COMMERCIAL RETAIL) TO C-3 (COMMERCIAL SERVICE-WAREHOUSE) ZONING DISTRICT, seconded by Commissioner Dunn. Ordinance 2017-14 passed on first reading unanimously.

With no further business, the meeting adjourned at 8:15 pm.

APPROVED \_\_\_\_\_

*Deborah Hedgepath*

Deborah Hedgepath, City Recorder



**Brentwood City Commission Agenda****Meeting Date:** 07/24/2017

Resolution 2017-52 - Authorizing Changes to the OSRD Development Plan for the Traditions Subdivision

**Submitted by:** Jeff Dobson, Planning & Codes**Department:** Planning & Codes**Information****Subject**

Resolution 2017-52 authorizes changes to the OSRD Development Plan for the Traditions Subdivision. The project is located on the east side of Wilson Pike, adjacent to the Inglehame Subndivision.

**Background**

At its regular meeting of July 5, 2017, the Planning Commission voted unanimously (ten for and zero against) to approve revisions to the preliminary plan for the Traditions Subdivision. As part of its review, the Planning Commission also voted, again unanimously, to forward a recommendation of approval of the corresponding changes to the OSRD Development Plan for the project to the Board of Commissioners. There are two modifications that affect the preliminary plan. The first relates to a reconfiguration of the boundaries of Lots One and Ten, increasing their area as shown in the following table.

	<b><i>AREA OF LOT ONE</i></b>	<b><i>AREA OF LOT TEN</i></b>	<b><i>EXCESS OPEN SPACE</i></b>	
<b>ORIGINAL PLAN</b>	21,528 sq. ft.	25,213 sq. ft.	7.56 acres	
<b>PROPOSED PLAN</b>	25,213 sq. ft.	25,570 sq. ft.	7.55 acres	

Both lots abut open space, which made their reconfiguration possible.

The second proposed modification, approved as a separate agenda item, related to the addition of entrance features to include a signage and landscaping plan, which will be located at the intersection of Carnival Drive and Wilson Pike in the permanent open space for the project. The improvements will be located in a platted sign easement on either side of the primary access to the subdivision.

Since both of these modifications affect the open space, approval of the corresponding changes to the OSRD Development Plan by the Board of Commissioners is necessary, per the requirements of Section 78-185(b)2 of the zoning ordinance.

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

### **Staff Recommendation**

Staff recommends approval of Resolution 2017-52.

### **Previous Commission Action**

On November 28, 2016 the Board of Commissioners voted to pass Ordinance 2016-10 on second and final reading.

On November 14, 2016 the Board of Commissioners conducted the required public hearing for Ordinance 2016-10. No one spoke either for or against the proposal. A previous public hearing was held on October 10, 2016, but it was determined that public notice of the hearing had not been published.

On September 12, 2016 the Board of Commissioners voted unanimously six for and zero against (6-0) to approve Ordinance 2016-10 on first reading. The ordinance establishes the OSRD zoning classification for the 3.092 acre remnant tract created by shifting the McEwen Drive right-of-way, slightly to the south.

On March 28, 2016 the Board of Commissioners voted unanimously to approve Resolution 2016-15, which authorized minor revisions to the OSRD Development Plan for the Traditions subdivision. The revisions included the relocation of a segment of the previously approved walking trail that connects Grey Point Drive in Ingleham Farms to Pageantry Circle in The Traditions.

At the Board of Commissioners meeting on January 25, 2016, the developer requested withdrawal of consideration of Resolution 2015-78 from the agenda. The action was requested to allow the applicant to explore other alignments for the proposed walking trail connecting Grey Point Drive in Ingleham Farms to Pageantry Circle in the Traditions Subdivision.

At its regular meeting of November 23, 2015, the Board of Commissioners moved to defer Resolution 2015-78 - A Resolution Authorizing an Alteration to the OSRD Development Plan for the Traditions Subdivision, to the January 25, 2016 meeting for consideration.

At its September 10, 2007 meeting the Board of Commissioners voted unanimously to approve Ordinance 2007-23 on first reading. The OSRD plan included street connections at Sydney, Grey Pointe and Charity.

At its October 1, 2007 meeting the Planning Commission voted to recommend approval of Ordinance 2007-23 to the Board of Commissioners. The recommendation included a

statement that Charity Drive, a “collector road,” be extended, while consideration be given to not extending Sidney Lane and Grey Point Drive into the Traditions development.

At its October 22, 2007 meeting, the Board of Commissioners voted four to two “to reflect that:

1. Charity Drive will be connected into the Traditions subdivision from the Inglehame subdivision;
2. Sidney Lane and Grey Point Drive will be closed to vehicular traffic but with connection to Inglehame for pedestrian and bicycle use, with bollards separating the sections between the two subdivisions; and
3. The stone walls associated with the historic “Hillsboro Hounds Lane” will be protected by a historic preservation easement.” Because a portion of land actually in Franklin needed to be excluded from the zoning proposal, the matter was deferred and sent back to the Planning Commission.

At its November 12, 2007 meeting, the Board of Commissioners voted four to three to approve an amendment to “replace Attachment B plan with the revised plan dated October 30, 2007, to Ordinance 2007-23 and to add the following notes to the plan:

1. Charity Drive between Inglehame and Traditions to be a through street provided that
  - 1) the road connection between the two subdivisions will not be opened for vehicle traffic until McEwen Drive is extended from Wilson Pike to the Traditions entrance or until January 1, 2013, whichever occurs sooner; and
2. Appropriate traffic calming features will be included along Charity Drive within the transition areas between Inglehame Farms and Traditions subdivisions.” The revised OSRD plan (Attachment B) substituted as part of this amendment did show the bike/pedestrian connections at Sydney and Grey Pointe.

Following approval of the amendment noted in #5, the amended version of Ordinance 2007-23 passed 4-3 on second and final reading.

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### **Fiscal Impact**

### **Attachments**

Resolution 2017-52

Exhibit A -- Part 1

Exhibit A -- Part 2

Entrance Feature Rendering

Sec. 78-185(b)

PC Approval Letter -- Rev. Prelim Plan -- Traditions

PC Approval letter -- Rev Site Plan -- Entrance Features -- Traditions

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## **RESOLUTION 2017-52**

### **A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO APPROVE ALTERATIONS TO THE OSRD DEVELOPMENT PLAN FOR THE TRADITIONS SUBDIVISION, TO ALLOW A MODIFICATION TO THE IMPROVEMENTS WITHIN THE PERMANENT OPEN SPACE AND TO ALLOW FOR A DECREASE IN THE AREA OF THE EXCESS OPEN SPACE FOR THE PROJECT**

**WHEREAS**, Section 78-185(b) of the Code of Ordinances of the City of Brentwood, Tennessee requires that any increase in the number of single-family lots or any alteration in the permanent use of open space within an OSRD development or in the type or location of structures, facilities or recreation improvements within such open space be submitted to the Planning Commission for its review and recommendation and to the Board of Commissioners for its approval by resolution; and

**WHEREAS**, the developer of the Traditions subdivision has requested a modification to the approved development plan for the subdivision, decreasing the excess open space within the project by a total of 435 square feet or 0.01 acres; and

**WHEREAS**, the proposed revisions also include an addition of entrance features to include signage and associated landscaping; and

**WHEREAS**, the proposed revisions to the project would provide a total of 64.47 acres of dedicated open space, including 7.55 acres of excess open space; and

**WHEREAS**, the Brentwood Planning Commission has recommended that the Board of Commissioners approve the proposed changes.

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

**SECTION 1.** That the proposed alterations to the OSRD development plan for the Traditions subdivision are hereby approved, allowing for a decrease in the area of the permanent excess open space from 7.56 acres to 7.55 acres and the addition of signage and associated landscaping, all as shown on Exhibit "A", which is 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

Jill Burgin

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

Deborah Hedgepath

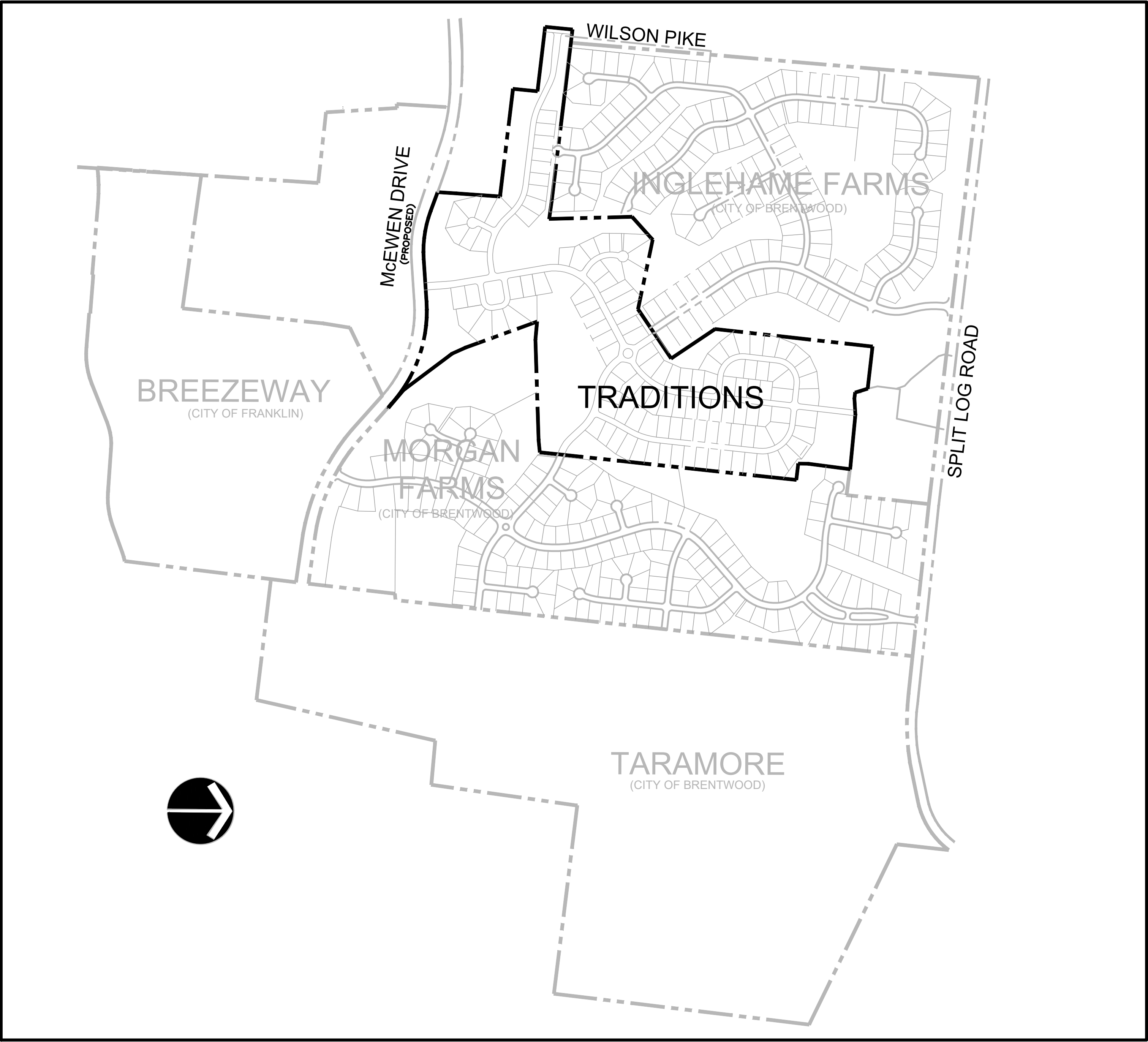
\_\_\_\_\_  
CITY ATTORNEY

Roger A. Horner

PRELIMINARY OSRD PLANS  
for  
**TRADITIONS**  
an  
Open Space Residential Development

OWNER/DEVELOPER:

Mr. Robert Geringer • c/o Whistler Farms, LLC • 9595 Wilshire Blvd. • Suite 214 • Beverly Hills, California 90212 • (310) 656-8710



AREA MAP  
NOT TO SCALE

- 06/29/17-(AMR) PER CITY COMMENTS UPDATED LANDSC. ENTRANCE PLANS
- 06/22/17-(AMR) PER CITY COMMENTS
- 06/20/17-(AMR) PER CITY COMMENTS
- 06/05/17-(AMR) PER PH. 1 AND 2 REVISIONS
- 08/16/16-(AMR) PER CITY COMMENTS
- 08/01/16-(AMR) PER OWNERSHIP AND HP/ TRANSITIONAL LOT DESIGNATIONS
- 06/06/16-(AMR) PER MCEWEN ALIGNMENT AND SURVEYED BOUNDARY
- 02/15/16-(AMR) PER CITY COMMENTS
- 02/01/16-(AMR) PER TRAIL REVISION
- 10/20/15-(AMR) PER CITY COMMENTS (SHT 4)
- 10/05/15-(AMR) PER PLAN RENEWAL
- 11/18/14-(AMR) PER CITY COMMENTS

INDEX OF SHEETS

- 01 COVER SHEET
- 02 GENERAL NOTES AND AREA TABLES
- 03 OVERALL SITE PLAN
- 04 ENLARGED SITE PLAN
- 05 ENLARGED SITE PLAN
- 06 ENLARGED SITE PLAN
- 07 AMENITY PLAN
- L1.0 LANDSCAPE BUFFER PLAN
- L1.1 LANDSCAPE PLAN (ENTRANCE)

**TRADITIONS**  
OPEN SPACE RESIDENTIAL DEVELOPMENT  
SPLIT LOG ROAD  
CITY OF BRENTWOOD, TENNESSEE  
COVER SHEET

- 10/31/14-(AMR) PER OWNER INFO UPDATE
- 11/19/13-(WAH) PER CITY COMMENTS
- 12/18/12-(AMR) PER CITY COMMENTS
- 08/21/12-(AMR) PER CITY COMMENTS

- 09/23/11-(BSS) PER CITY COMMENTS
- 02/17/09-(JAG) PER CITY COMMENTS
- 02/02/09-(BSS) PER PLAN RENEWAL
- 04/07/08-(JAG) PER CITY COMMENTS
- 03/18/08-(JAG) PER CITY COMMENTS
- 03/03/08-(RFA) SEE ALL SHEETS

DESIGNED BY: R. Caldwell

DRAWN BY: J. Gregg

APPROVED BY: B. Slayden

SCALE: N.T.S.

DATE: SEPTEMBER 23, 2011

JOB NO. WK. ORDER  
04-101 7651

SHEET NO.  
01 OF 07

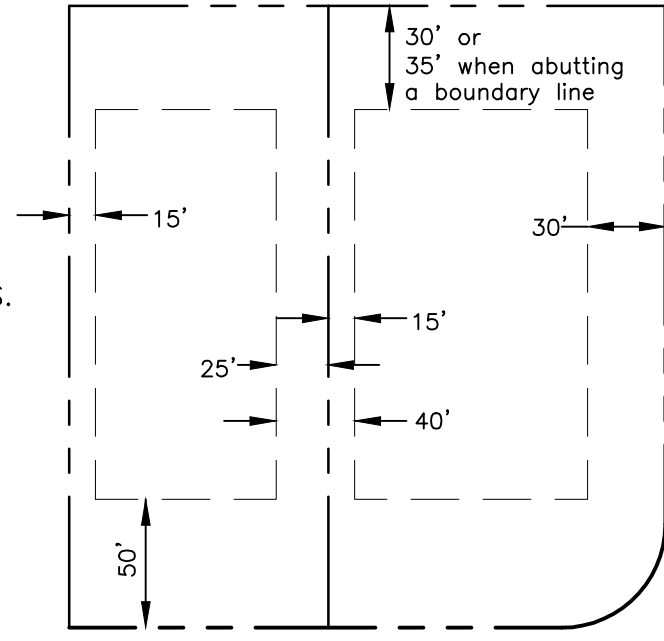
**RAGAN•SMITH**  
LAND PLANNERS • CIVIL ENGINEERS  
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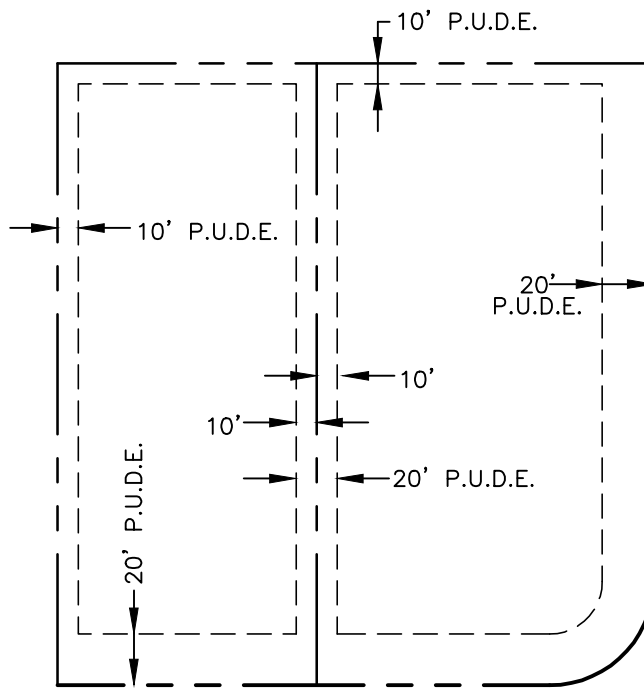
GENERAL NOTES AND SITE DATA (STANDARD OSRD)

1. SUBJECT PROPERTY CONSISTS OF PARCEL 2.01 ON WILLIAMSON COUNTY MAP 60 AND A PORTION OF PARCEL 9.01 ON WILLIAMSON COUNTY MAP 61.
2. PROPERTY OWNERS:  
WHISTLER FARMS, LLC  
BOOK 6143, PAGE 774 AND 6318, PAGE 855, R.O.W.C., TN.
3. EXISTING ZONING: OSRD (OPEN SPACE RESIDENTIAL DEVELOPMENT).
4. GROSS SITE AREA: 149.82 ACRES.
5. BOUNDARY INFORMATION TAKEN FROM FIELD SURVEY PERFORMED BY RAGAN-SMITH ASSOCIATES, INC.
6. TOPOGRAPHIC INFORMATION TAKEN FROM CITY OF BRENTWOOD MAPPING.
7. NUMBER OF PROPOSED LOTS: 126.
8. PROPOSED DENSITY: 0.84 DU/AC. (1.0 DU/AC. MAXIMUM).
9. MAXIMUM BUILDING COVERAGE OF PROPOSED LOTS: 25%.
10. EACH PROPOSED LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES.
11. MINIMUM LOT WIDTH AT BUILDING LINE: 110' OR 120' FOR TRANSITIONAL LOT.
12. MINIMUM BUILDING SETBACKS (UNLESS SHOWN OTHERWISE):  
FRONT - 50'  
SIDE - 15' OR 25' (TOTAL 40' BETWEEN BUILDINGS)  
SIDE ABUTTING A STREET: 30'  
REAR - 30'  
REAR - 35' (LOTS 112-119)  
REAR - 50' FOR LOTS ABUTTING 150' BUFFER  
ABUTTING PROJECT PERIMETER - 35'



TYPICAL LOT SETBACK LINES

N.T.S.  
(UNLESS SHOWN OTHERWISE)



TYPICAL LOT EASEMENT LINES

N.T.S.  
(UNLESS SHOWN OTHERWISE)

13. ALL ELECTRIC SERVICE FOR THE PROPOSED DEVELOPMENT SHALL BE UNDERGROUND. ALL PUBLIC UTILITIES SHALL BE SUBJECT TO THE APPROVAL OF THE APPLICABLE UTILITY COMPANIES.
14. LOTS DESIGNATED AS TRANSITIONAL SHALL REQUIRE DETAILED SITE AND GRADING PLANS REVIEWED BY THE CITY ENGINEER PRIOR TO ISSUANCE OF A BUILDING PERMIT.
15. OWNER AND DEVELOPER:  
WHISTLER FARMS, LLC  
ATTN: ROBERT GERINGER  
9595 WILSHIRE BLVD., SUITE 214  
BEVERLY HILLS, CA 90212  
(310) 656-8710
- APPLICANT:  
WES HARRIS, PE  
RAGAN-SMITH ASSOCIATES  
315 WOODLAND STREET  
NASHVILLE, TN 37206  
(615) 244-8591
- WATER:  
CITY OF BRENTWOOD  
(615) 371-2241
- TELEPHONE:  
AT&T  
(615) 269-6563
- ELECTRICITY:  
MIDDLE TN ELECTRIC  
MEMBERSHIP CORP.  
(615) 794-3588
- NATURAL GAS:  
ATMOS ENERGY CORPORATION  
(615) 794-2596
- SANITARY SEWER:  
CITY OF BRENTWOOD  
(615) 371-2241
17. PER REQUIREMENTS 78-184(3) & (7), ANY LOT SHOWN HEREON AS A "TRANSITIONAL" LOT SHALL HAVE A MINIMUM WIDTH OF 120' AT THE BUILDING SETBACK.
18. AN ARCHAEOLOGICAL STUDY HAS BEEN ACCOMPLISHED ALONG THE EXISTING CREEK.
19. AMENITY AREA TO INCLUDE A POOL AND POOL HOUSE.
20. AREAS DESIGNATED AS SCENIC EASEMENTS ARE TO REMAIN UNDISTURBED.
21. THE TRAILS AS SHOWN ARE TO CONVEY GENERAL LOCATION. THE EXACT ALIGNMENT SHALL BE DETERMINED BASED ON FIELD CONDITIONS AT TIME OF CONSTRUCTION.
22. THIS PRELIMINARY PLAN IS SUBJECT TO A THREE YEAR VESTING PERIOD, DURING WHICH THE DEVELOPMENT STANDARDS IN EFFECT ON THE DATE OF APPROVAL WILL REMAIN THE STANDARDS APPLICABLE TO THIS PLAN. IF UPON EXPIRATION OF THE VESTING PERIOD, DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAN MAY BE SUBJECT TO STANDARDS OTHER THAN THOSE THAT WERE APPLICABLE DURING THE VESTING PERIOD. THE VESTING PERIOD FOR THIS PLAN EXPIRES ON JULY 5, 2020, UNLESS EXTENDED BY THE CITY OF BRENTWOOD. PERSONS RELYING ON THIS PLAN AFTER SAID DATE SHOULD CONTACT THE CITY OF BRENTWOOD TO DETERMINE IF DEVELOPMENT MAY CONTINUE AS DEPICTED ON THE PLAN.
23. MCEWEN DRIVE SHOWN HEREON IS A PROPOSED AND UNIMPROVED RIGHT-OF-WAY. THE CURRENT DEED AND PARCEL LINE FOR TRADITIONS SUBDIVISION WAS ESTABLISHED BY RIGHT-OF-WAY PLANS FOR MCEWEN DRIVE RECEIVED BY RAGAN-SMITH ASSOCIATES IN 2005 AND THERE WAS NOT ANY TAKING OR TRANSFER OF PROPERTY FOR THE 2005 RIGHT-OF-WAY AND ROADWAY DESIGN.

SINCE 2005, THE RIGHT-OF-WAY DESIGN FOR MCEWEN DRIVE HAS CHANGED PER PLANS RECEIVED BY RAGAN-SMITH ASSOCIATES IN 2015. THE 2015 MCEWEN DRIVE RIGHT-OF-WAY PLANS HAVE MOVED THE PROPOSED ROADWAY SOUTHWARD AS DEPICTED ON THIS PLAT AND NO RIGHT-OF-WAY TAKING FOR THIS ALIGNMENT HAS TAKEN PLACE AT THIS TIME.

06/22/17 - THE PURPOSE OF THIS REVISION IS TO REVISE LOTS 1, 10, OPEN SPACE C, OPEN SPACE E, AND REVISE THE REAR SETBACKS ON LOTS 112-119. SEE SHEETS 2, 3, AND 5

06/29/17 - THE PURPOSE OF THIS REVISION IS TO UPDATE THE ENTRANCE PLANS. REVISED SHEETS - 4, 7, L1.0, L1.1

RESIDENTIAL LOTS

PHASE ONE		
Lot	SF	Acres
1	25213	0.58
2	23407	0.54
3	39402	0.90
4	40951	0.94
5	30481	0.70
6	31588	0.73
7	40629	0.93
8	23320	0.54
9	21450	0.49
10	25570	0.59
111	21134	0.49
112	23599	0.54
113	21137	0.49
114	19273	0.44
115	19269	0.44
116	19266	0.44
117	21523	0.49
118	19257	0.44
119	20005	0.46
120	33086	0.76
121	29136	0.67
122	27974	0.64
123	26254	0.60
124	22492	0.52
125	22294	0.51
126	24927	0.57
26	672637	15.44

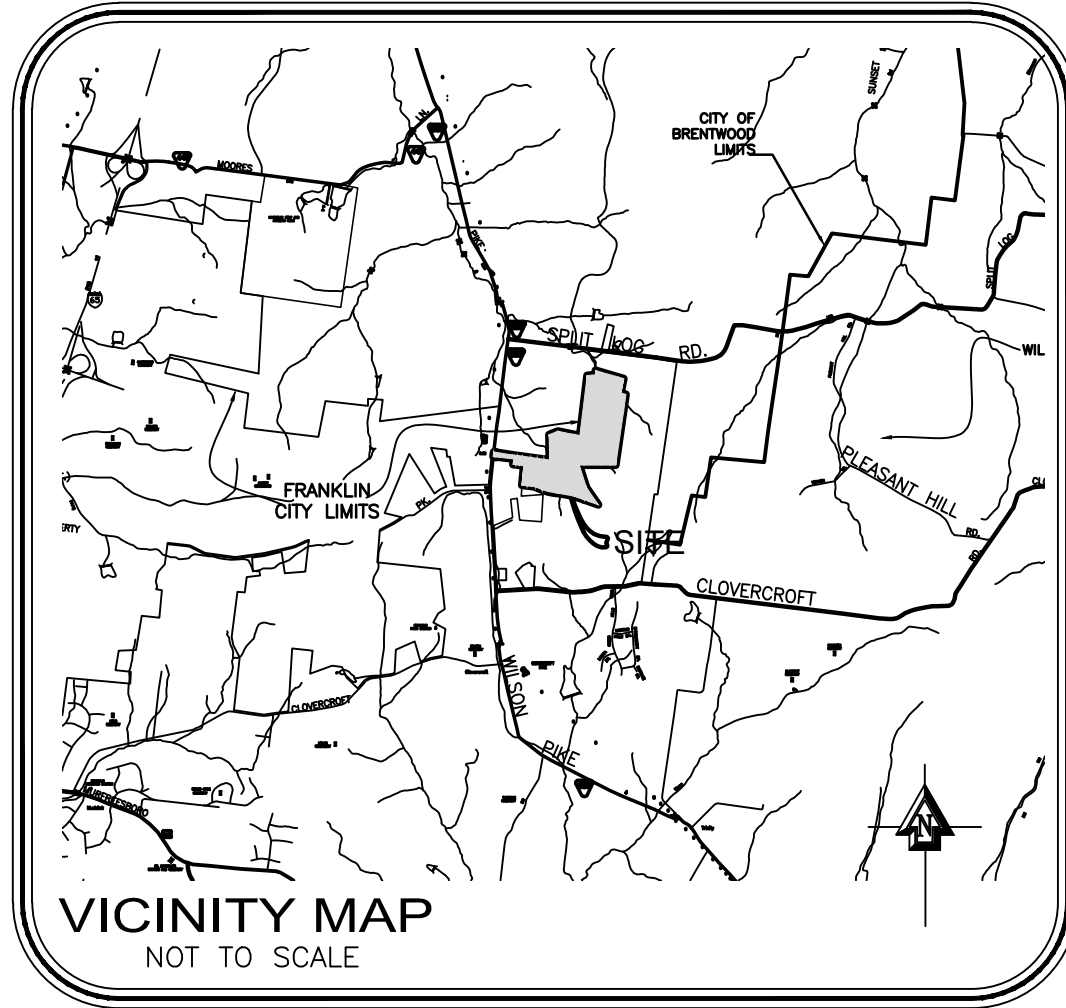
PHASE TWO		
Lot	SF	Acres
11	22469	0.52
12	22743	0.52
13	21450	0.49
14	21450	0.49
15	23400	0.54
16	23412	0.54
17	25183	0.58
18	19461	0.45
45	20094	0.46
46	20155	0.46
47	19620	0.45
96	21811	0.50
97	28259	0.65
98	32919	0.76
99	29919	0.69
100	21058	0.48
101	22668	0.52
102	28054	0.64
103	41593	0.95
104	33838	0.78
105	28029	0.64
106	18552	0.43
107	20344	0.47
108	19214	0.44
109	26925	0.62
110	19491	0.45
27	655579	15.05

PHASE THREE		
Lot	SF	Acres
19	26185	0.60
20	25232	0.58
21	26739	0.61
22	25088	0.58
23	22552	0.52
24	21765	0.50
25	21673	0.50
26	21580	0.50
27	21488	0.49
28	21396	0.49
29	21303	0.49
30	20590	0.47
31	24286	0.56
66	28074	0.64
67	26863	0.62
83	23146	0.53
84	18769	0.43
85	18788	0.43
86	18788	0.43
87	20364	0.47
88	22304	0.51
89	22000	0.51
90	21997	0.50
91	21728	0.50
92	23422	0.54
93	24833	0.57
94	23726	0.54
27	614679	14.11

PHASE FOUR		
Lot	SF	Acres
32	28879	0.66
33	27812	0.64
61	25538	0.59
62	30830	0.71
63	23329	0.54
64	24311	0.56
65	24446	0.56
68	21744	0.50
69	20899	0.48
70	21825	0.50
71	22161	0.51
72	23395	0.54
73	24184	0.56
74	25078	0.58
75	22370	0.51
76	19294	0.44
77	21273	0.49
78	24546	0.56
79	18799	0.43
80	18799	0.43
81	20759	0.48
82	23530	0.54
22	513800	11.80

PHASE FIVE		
Lot	SF	Acres
34	21736	0.50
35	21857	0.50
36	21718	0.50
37	21709	0.50
38	21700	0.50
39	21690	0.50
40	21681	0.50
41	21672	0.50
42	28027	0.64
43	27515	0.63
44	29873	0.69
48	20572	0.47
49	23198	0.53
50	26008	0.60
51	25666	0.59
52	23121	0.53
53	21881	0.50
54	21875	0.50
55	21869	0.50
56	21862	0.50
57	21856	0.50
58	21849	0.50
59	21843	0.50
60	21837	0.50
24	552617	12.69

TOTALS		
LOTS	126	
SF.	3,009,312	
ACRES	69.08	



VICINITY MAP  
NOT TO SCALE

OPEN SPACE

PHASE ONE		
OS	SF	Acres
A	252227	5.79
B	284577	6.53
C	346327	7.95
D	34908	0.80
L	523126	12.01
	1441165	33.08

PHASE TWO		
Lot	SF	Acres
E	697140	16.00
F	71983	1.65
J	6082	0.14
K	10329	0.24
M	2577	0.06
	788111	18.09

PHASE THREE		
Lot	SF	Acres
G	192766	4.43
H	288476	6.62
	481242	11.05

PHASE FOUR		
Lot	SF	Acres
I	97950	2.25
	97950	2.25

TOTALS		
SF	2,888,468	
ACRES	66.47	

OSRD CALCULATIONS

TRADITIONS OSRD CALCULATIONS	
OVERALL	
Total Site Area (AC)	149.82
Less R.O.W. dedication - McEwen	0.00
Less R.O.W. dedication - Wilson Pike	0.26
Less R.O.W. dedication - Internal streets	16.00
TOTAL	133.56
Less Areas in 25% Slopes	0.76
Plus 25% of slopes over 25%	0.49
Less Areas in Floodway	0.00
Plus 25% Areas in Floodways	0.00
Less Areas in Electrical Natural & Gas Easements	5.52
Plus 25% of Areas in Electrical Natural & Gas Easements	1.38
Total Usable Land Area (AC)	128.85
Less area in lots > 1 acre	0.00
TOTAL LAND AREA AVAILABLE	128.85
Total Land Area Required @ 1 DUPA (AC)	126.00
Land Area in Lots	69.08
Open Space Required	56.92
Dedicated Open Space	64.47
EXCESS OPEN SPACE	7.55

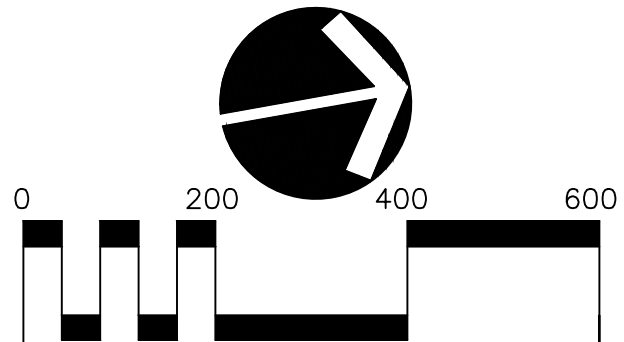
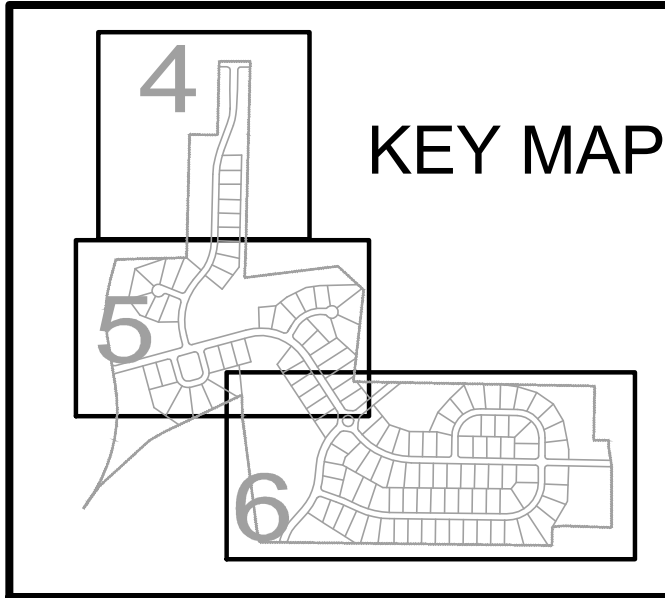
TRADITIONS OSRD CALCULATIONS	
PHASE ONE	
Total Site Area (AC)	54.43
Less R.O.W. dedication - McEwen	0.00
Less R.O.W. dedication - Wilson Pike	0.26
Less R.O.W. dedication - Internal streets	5.64
TOTAL	48.53
Less Areas in 25% Slopes	0.40
Plus 25% of slopes over 25%	0.10
Less Areas in Floodway	0.00
Plus 25% Areas in Floodways	0.00
Less Areas in Electrical Natural & Gas Easements	2.44
Plus 25% of Areas in Electrical Natural & Gas Easements	0.61
Total Usable Land Area (AC)	46.40
Less area in lots > 1 acre	0.00
TOTAL LAND AREA AVAILABLE	46.40
Total Land Area Required @ 1 DUPA (AC)	26.00
Land Area in Lots	15.44
Open Space Required	10.56
Dedicated Open Space	33.08
EXCESS OPEN SPACE	22.52
EXCESS OPEN SPACE ACCUMULATION	22.52

TRADITIONS OSRD CALCULATIONS	
PHASE TWO	
Total Site Area (AC)	37.50
Less R.O.W. dedication - McEwen	0.00
Less R.O.W. dedication - Wilson Pike	0.00
Less R.O.W. dedication - Internal streets	4.37
TOTAL	33.13
Less Areas in 25% Slopes	0.30
Plus 25% of slopes over 25%	0.08
Less Areas in Floodway	0.00
Plus 25% Areas in Floodways	0.00
Less Areas in Electrical Natural & Gas Easements	3.08
Plus 25% of Areas in Electrical Natural & Gas Easements	0.77
Total Usable Land Area (AC)	30.60
Less area in lots > 1 acre	0.00
TOTAL LAND AREA AVAILABLE	30.60
Total Land Area Required @ 1 DUPA (AC)	27.00
Land Area in Lots	15.05
Open Space Required	11.95
Dedicated Open Space	18.09
EXCESS OPEN SPACE	6.44
EXCESS OPEN SPACE FROM PREVIOUS SECTION	22.52
EXCESS OPEN SPACE ACCUMULATION	28.66

TRADITIONS OSRD CALCULATIONS	
PHASE THREE	
Total Site Area (AC)	28.01
Less R.O.W. dedication - McEwen	0.00
Less R.O.W. dedication - Wilson Pike	0.00
Less R.O.W. dedication - Internal streets	2.85
TOTAL	25.16
Less Areas in 25% Slopes	0.06
Plus 25% of slopes over 25%	0.02
Less Areas in Floodway	0.00
Plus 25% Areas in Floodways	0.00
Less Areas in Electrical Natural & Gas Easements	0.00
Plus 25% of Areas in Electrical Natural & Gas Easements	0.00
Total Usable Land Area (AC)	25.11
Less area in lots > 1 acre	0.00
TOTAL LAND AREA AVAILABLE	25.11
Total Land Area Required @ 1 DUPA (AC)	27.00
Land Area in Lots	14.11
Open Space Required	12.89
Dedicated Open Space	11.05
EXCESS OPEN SPACE	-1.84
EXCESS OPEN SPACE FROM PREVIOUS SECTION	28.66
EXCESS OPEN SPACE ACCUMULATION	26.82

TRADITIONS OSRD CALCULATIONS	
PHASE FOUR	
Total Site Area (AC)	15.69
Less R.O.W. dedication - McEwen	0.00
Less R.O.W. dedication - Wilson Pike	0.00
Less R.O.W. dedication - Internal streets	1.65
TOTAL	14.04
Less Areas in 25% Slopes	0.00
Plus 25% of slopes over 25%	0.00
Less Areas in Floodway	0.00
Plus 25% Areas in Floodways	0.00
Less Areas in Electrical Natural & Gas Easements	0.00
Plus 25% of Areas in Electrical Natural & Gas Easements	0.00
Total Usable Land Area (AC)	14.04
Less area in lots > 1 acre	0.00
TOTAL LAND AREA AVAILABLE	14.04
Total Land Area Required @ 1 DUPA (AC)	22.00
Land Area in Lots	11.80
Open Space Required	10.20
Dedicated Open Space	2.25
EXCESS OPEN SPACE	-7.96
EXCESS OPEN SPACE FROM PREVIOUS SECTION	26.82
EXCESS OPEN SPACE ACCUMULATION	18.86

TRADITIONS OSRD CALCULATIONS	
PHASE FIVE	
Total Site Area (AC)	14.79
Less R.O.W. dedication - McEwen	0.00
Less R.O.W. dedication - Wilson Pike	0.00
Less R.O.W. dedication - Internal streets	1.50
TOTAL	12.69
Less Areas in 25% Slopes	0.00
Plus 25% of slopes over 25%	0.00
Less Areas in Floodway	0.00
Plus 25% Areas in Floodways	0.00
Less Areas in Electrical Natural & Gas Easements	0.00
Plus 25% of Areas in Electrical Natural & Gas Easements	0.00
Total Usable Land Area (AC)	12.69
Less area in lots > 1 acre	0.00
TOTAL LAND AREA AVAILABLE	12.69
Total Land Area Required @ 1 DUPA (AC)	24.00
Land Area in Lots	12.69
Open Space Required	11.31
Dedicated Open Space	0.00
EXCESS OPEN SPACE	-11.31
EXCESS OPEN SPACE FROM PREVIOUS SECTION	18.86
EXCESS OPEN SPACE ACCUMULATION	7.55



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TRADITIONS

OPEN SPACE RESIDENTIAL DEVELOPMENT  
SPLIT LOG ROAD  
CITY OF BRENTWOOD, TENNESSEE

OVERALL SITE PLAN

REVISIONS

DESIGNED BY: N/A

DRAWN BY: A. Reed

APPROVED BY: W. Harris

SCALE: N/A

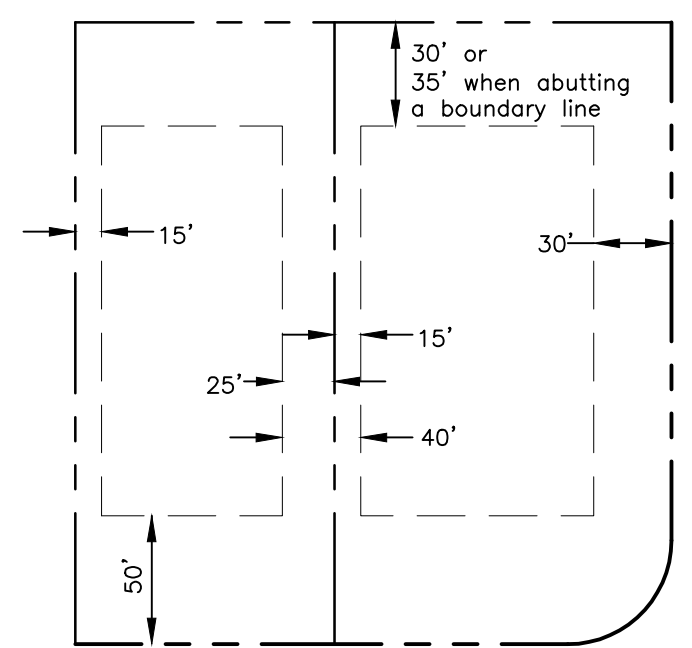
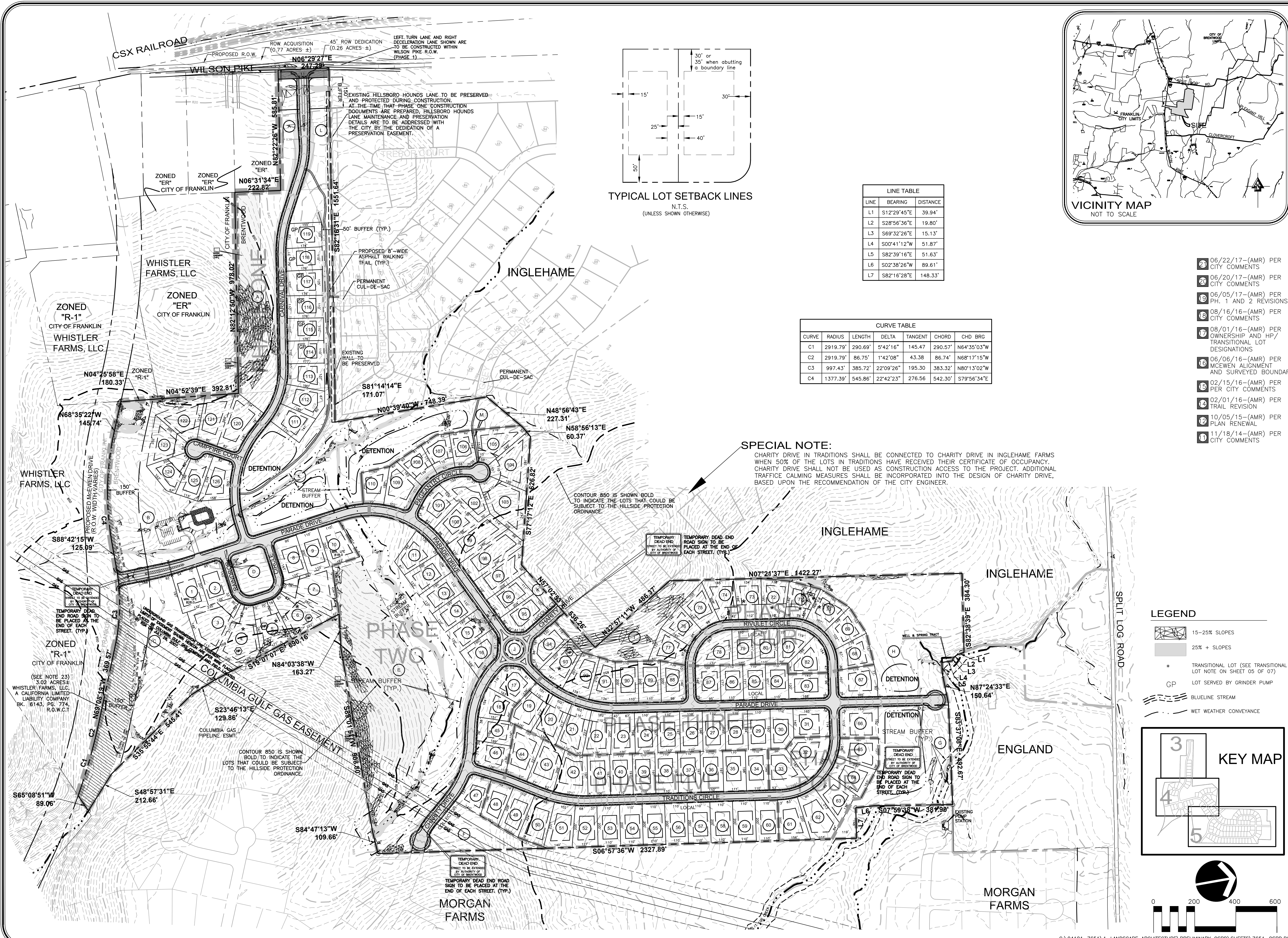
DATE: JUNE 6, 2016

JOB NO. WK. ORDER  
04-101 7651

SHEET NO.

02 OF 07





TYPICAL LOT SETBACK LINES  
N.T.S.  
(UNLESS SHOWN OTHERWISE)

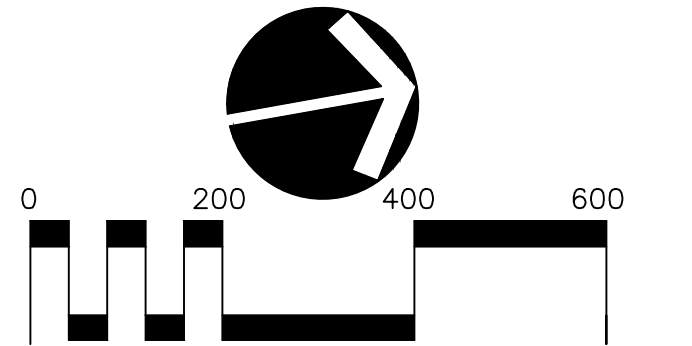
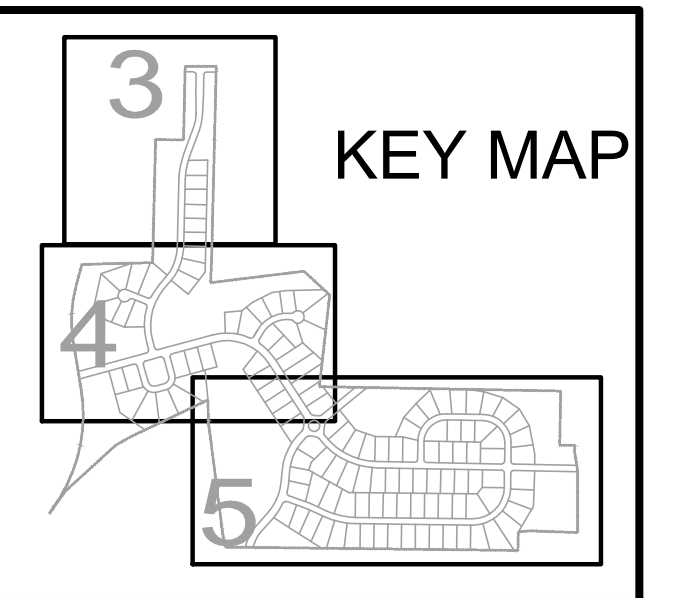
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S12°29'45"E	39.94'
L2	S28°56'36"E	19.80'
L3	S69°32'26"E	15.13'
L4	S00°41'12"W	51.87'
L5	S82°39'16"E	51.63'
L6	S02°38'26"W	89.61'
L7	S82°16'28"E	148.33'

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C1	2919.79'	290.69'	5°42'16"	145.47'	290.57'	N64°35'03"W
C2	2919.79'	86.75'	1°42'08"	43.38'	86.74'	N68°17'15"W
C3	997.43'	385.72'	22°09'26"	195.30'	383.32'	N80°13'02"W
C4	1377.39'	545.86'	22°42'23"	276.56'	542.30'	S79°56'34"E

**SPECIAL NOTE:**  
CHARITY DRIVE IN TRADITIONS SHALL BE CONNECTED TO CHARITY DRIVE IN INGLEHAM FARMS WHEN 50% OF THE LOTS IN TRADITIONS HAVE RECEIVED THEIR CERTIFICATE OF OCCUPANCY. CHARITY DRIVE SHALL NOT BE USED AS CONSTRUCTION ACCESS TO THE PROJECT. ADDITIONAL TRAFFIC CALMING MEASURES SHALL BE INCORPORATED INTO THE DESIGN OF CHARITY DRIVE, BASED UPON THE RECOMMENDATION OF THE CITY ENGINEER.

- 06/22/17-(AMR) PER CITY COMMENTS
- 06/20/17-(AMR) PER CITY COMMENTS
- 06/05/17-(AMR) PER PH. 1 AND 2 REVISIONS
- 08/16/16-(AMR) PER CITY COMMENTS
- 08/01/16-(AMR) PER OWNERSHIP AND HP/ TRANSITIONAL LOT DESIGNATIONS
- 06/06/16-(AMR) PER MCEWEN ALIGNMENT AND SURVEYED BOUNDARY
- 02/15/16-(AMR) PER PER CITY COMMENTS
- 02/01/16-(AMR) PER TRAIL REVISION
- 10/05/15-(AMR) PER PLAN RENEWAL
- 11/18/14-(AMR) PER CITY COMMENTS

- LEGEND**
- 15-25% SLOPES
  - 25% + SLOPES
  - TRANSITIONAL LOT (SEE TRANSITIONAL LOT NOTE ON SHEET 05 OF 07)
  - LOT SERVED BY GRINDER PUMP
  - BLUELINE STREAM
  - WET WEATHER CONVEYANCE



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(615) 244-0591  
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**WESLEY HARRIS**  
REGISTERED ENGINEER  
NO. 110104  
STATE OF TENNESSEE  
6/29/17

# TRADITIONS

OPEN SPACE RESIDENTIAL DEVELOPMENT  
SPLIT LOG ROAD  
CITY OF BRENTWOOD, TENNESSEE

OVERALL SITE PLAN

11/19/13-(WAH) PER CITY COMMENTS

12/18/12-(AMR) PER CITY COMMENTS

08/21/12-(AMR) PER CITY COMMENTS

09/28/11-(BSS) PER CITY COMMENTS

02/17/09-(JAG) PER CITY COMMENTS

02/02/09-(BSS) PER PLAN RENEWAL

04/07/08-(JAG) PER CITY COMMENTS

03/18/08-(JAG) PER CITY COMMENTS

03/03/08-(RFA) PER CITY COMMENTS AND IN-HOUSE COMMENTS

REVISIONS

DESIGNED BY: R. Caldwell

DRAWN BY: J. Gregg

APPROVED BY: B. Slayden

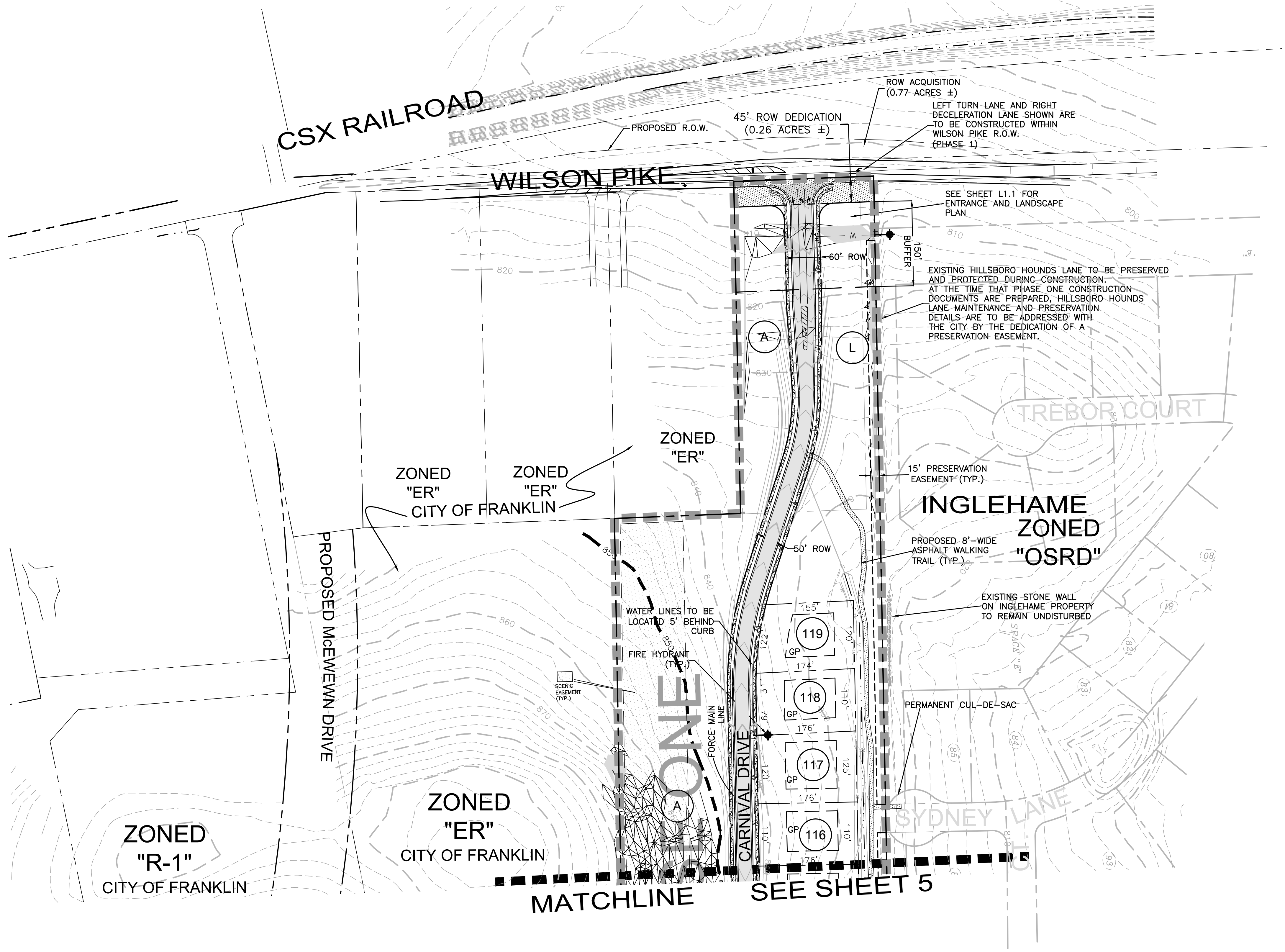
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DATE: SEPTEMBER 23, 2011

JOB NO. 04-101 WK. ORDER 7651

SHEET NO. 03 OF 07

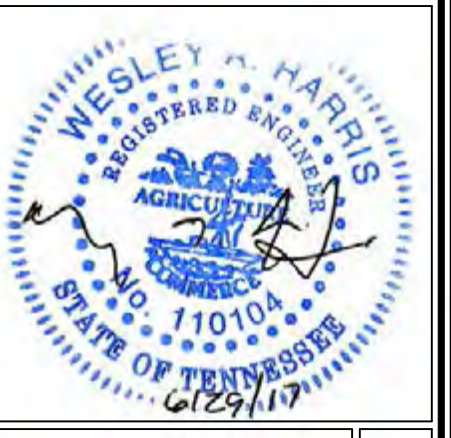
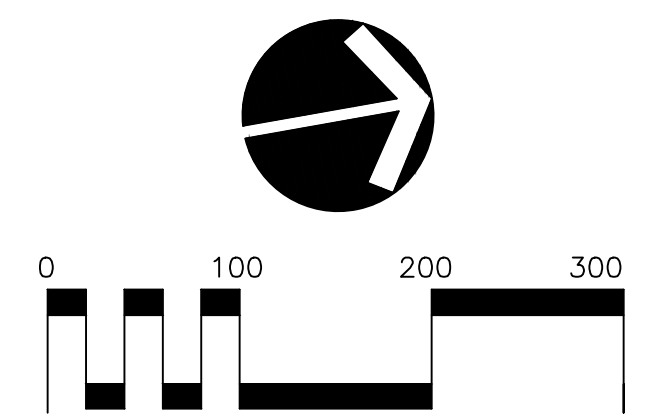
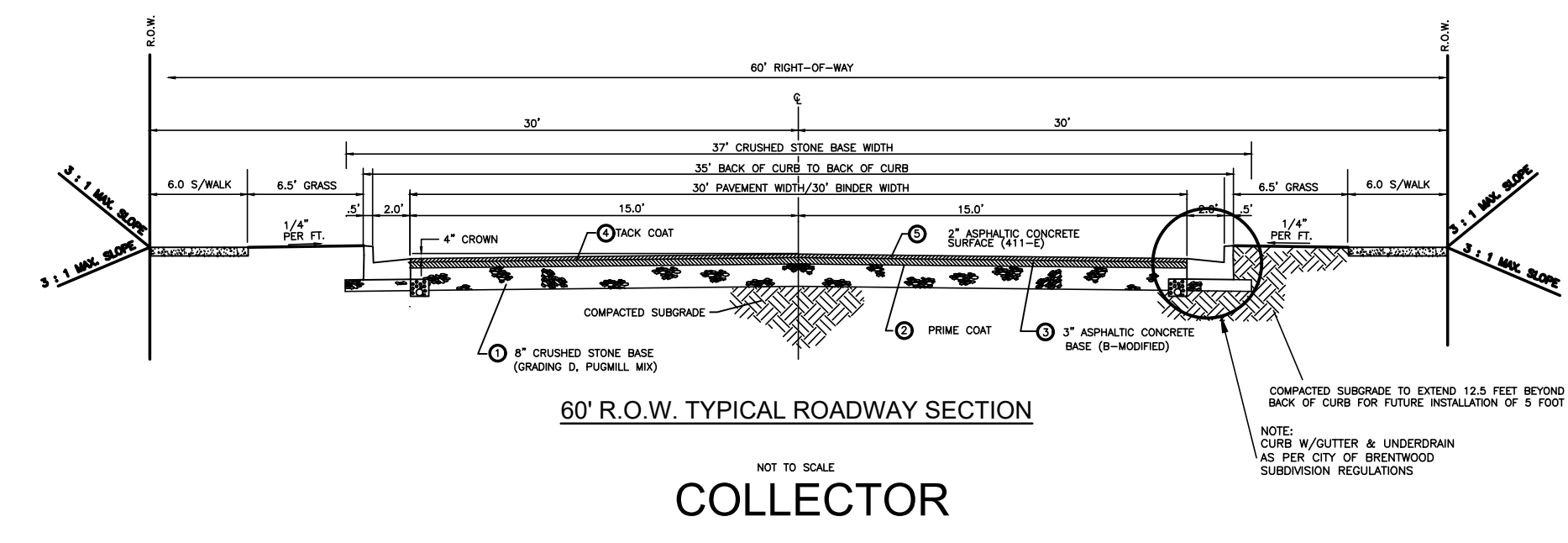
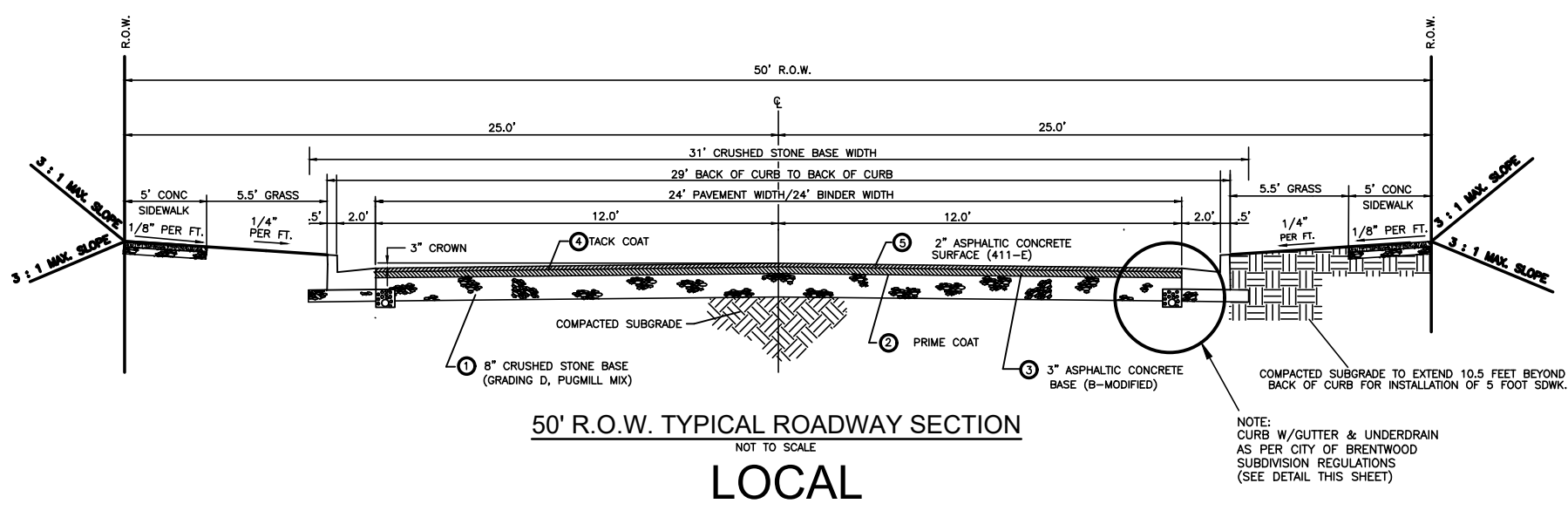
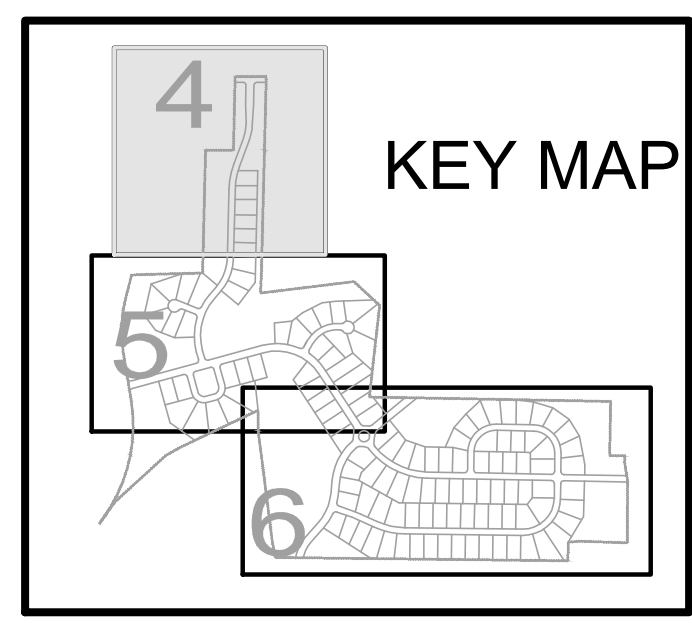




- LEGEND**
- 15-25% SLOPES
  - 25% + SLOPES
  - TRANSITIONAL LOT (SEE TRANSITIONAL LOT NOTE ON SHEET 05 OF 07)
  - LOT SERVED BY GRINDER PUMP
  - BLUELINE STREAM
  - WET WEATHER CONVEYANCE

- 06/29/17-(AMR) PER CITY COMMENTS
- 08/16/16-(AMR) PER CITY COMMENTS
- 06/06/16-(AMR) PER MCEWEN ALIGNMENT AND SURVEYED BOUNDARY
- 10/05/15-(AMR) PER PLAN RENEWAL
- 11/18/14-(AMR) PER CITY COMMENTS

- 11/19/13-(WAH) PER CITY COMMENTS
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- 09/23/11-(BSS) PER CITY COMMENTS
- 02/17/09-(JAG) PER CITY COMMENTS
- 02/02/09-(BSS) PER PLAN RENEWAL
- 04/07/08-(JAG) PER CITY COMMENTS
- 03/18/08-(JAG) PER CITY COMMENTS
- 03/03/08-(RFA) PER CITY COMMENTS AND IN-HOUSE COMMENTS



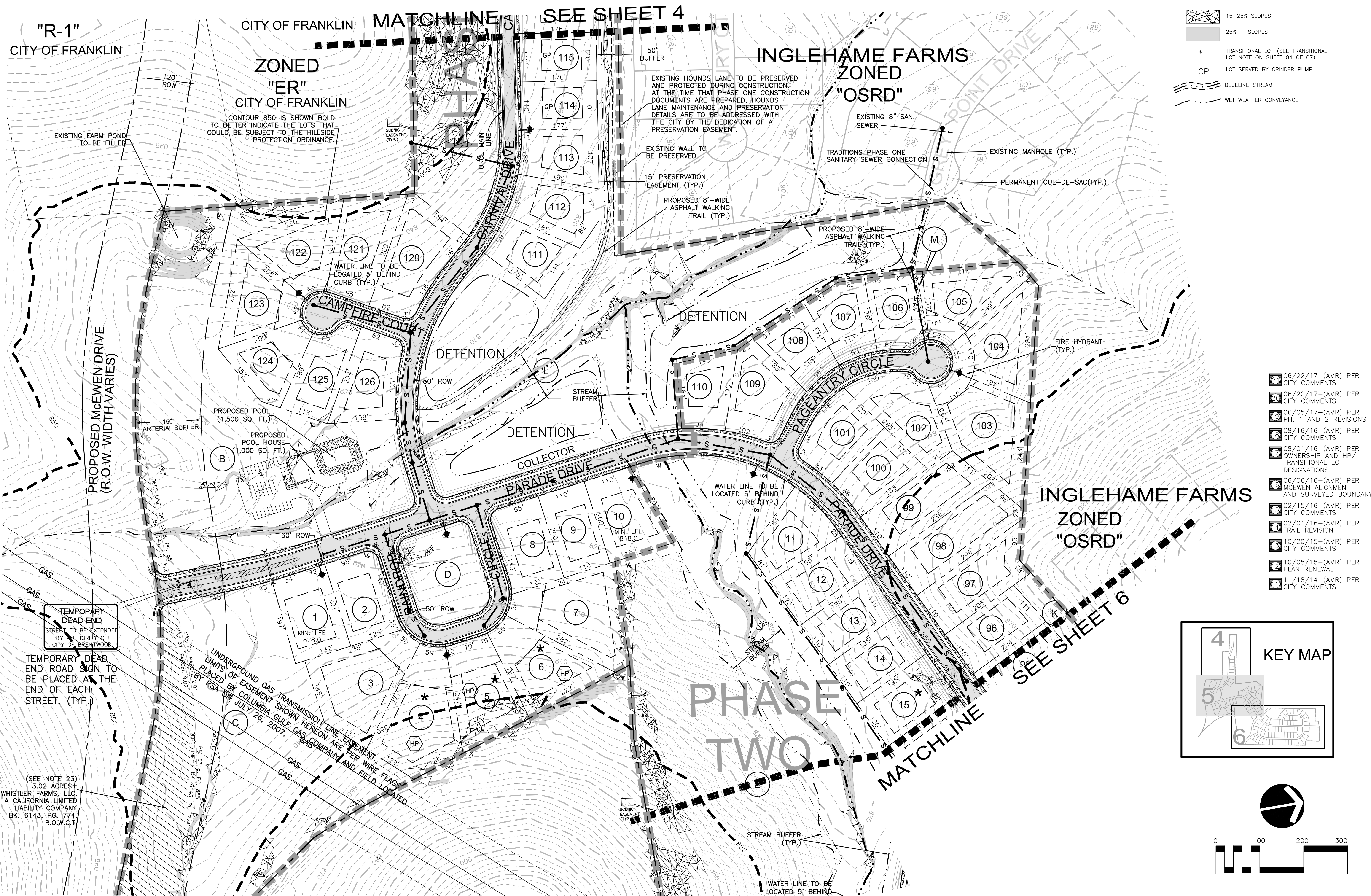
# TRADITIONS

OPEN SPACE RESIDENTIAL DEVELOPMENT  
SPLIT LOG ROAD  
CITY OF BRENTWOOD, TENNESSEE  
ENLARGED SITE PLAN

REVISIONS	
DESIGNED BY:	R. Caldwell
DRAWN BY:	J. Gregg
APPROVED BY:	B. Slayden
SCALE:	1"=100'
DATE:	SEPTEMBER 23, 2011
JOB NO.	04-101
WK. ORDER	7651
SHEET NO.	
04	OF 07



TRANSITIONAL LOT NOTE:  
LOTS DESIGNATED WITH \* HAVE NATURAL SLOPES OF GREATER THAN 15%. PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR A RESIDENTIAL LOT WITH A SLOPE OF 15% OR GREATER, A PLAN SHALL BE PREPARED BY A LICENSED PROFESSIONAL ENGINEER FOR APPROVAL BY THE CITY ENGINEER SHOWING EXISTING TOPOGRAPHIC INFORMATION FROM FIELD RUN SURVEY DATA, BOUNDARY AND SETBACK LINES, UTILITY AND DRAINAGE EASEMENTS, EXISTING AND PROPOSED DRAINAGE PIPES, DITCHES AND SWALES TO BE CONNECTED TO PUBLIC DRAINAGE LINES AND/OR TO DIRECT OR RE-DIRECT STORMWATER RUNOFF, THE PROPOSED BUILDING FOOTPRINT AND THE DRIVEWAY PLAN, INCLUDING THE FINISHED FLOOR ELEVATIONS AND FINISHED GRADES OF PAVEMENTS AND GROUND LINES, IDENTIFICATION OF EXISTING TREES IN EXCESS OF FOUR-INCH CALIPER AND TREES TO BE PRESERVED, AND THE LOCATION AND TIMING OF INSTALLATION OF EROSION CONTROL FEATURES. NO CLEAR CUTTING OF TREES OR GRADING OF THE LOT SHALL BE PERMITTED UNTIL APPROVAL OF THE SITE PLAN BY THE CITY ENGINEER.

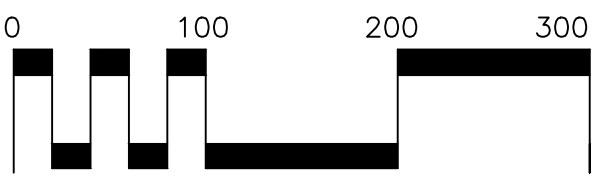
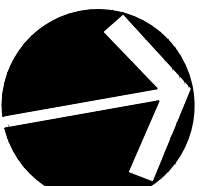
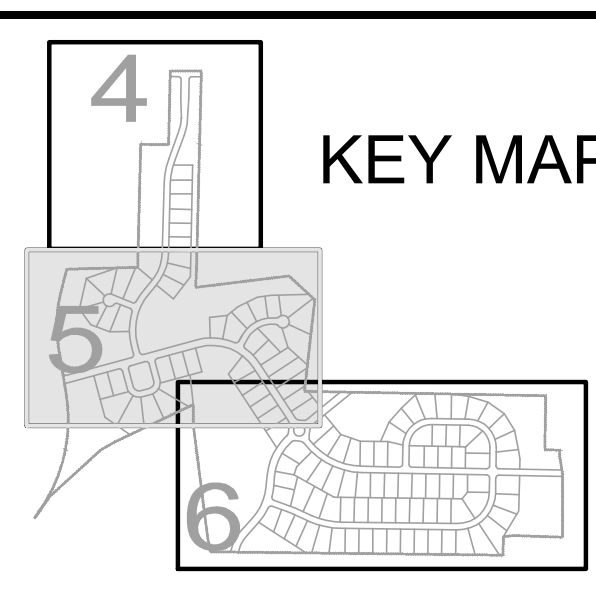


LEGEND

- 15-25% SLOPES
- 25% + SLOPES
- TRANSITIONAL LOT (SEE TRANSITIONAL LOT NOTE ON SHEET 04 OF 07)
- GP LOT SERVED BY GRINDER PUMP
- BLUELINE STREAM
- WET WEATHER CONVEYANCE

- 06/22/17-(AMR) PER CITY COMMENTS
- 06/20/17-(AMR) PER CITY COMMENTS
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- 02/01/16-(AMR) PER TRAIL REVISION
- 10/20/15-(AMR) PER CITY COMMENTS
- 10/05/15-(AMR) PER PLAN RENEWAL
- 11/18/14-(AMR) PER CITY COMMENTS

KEY MAP



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# TRADITIONS

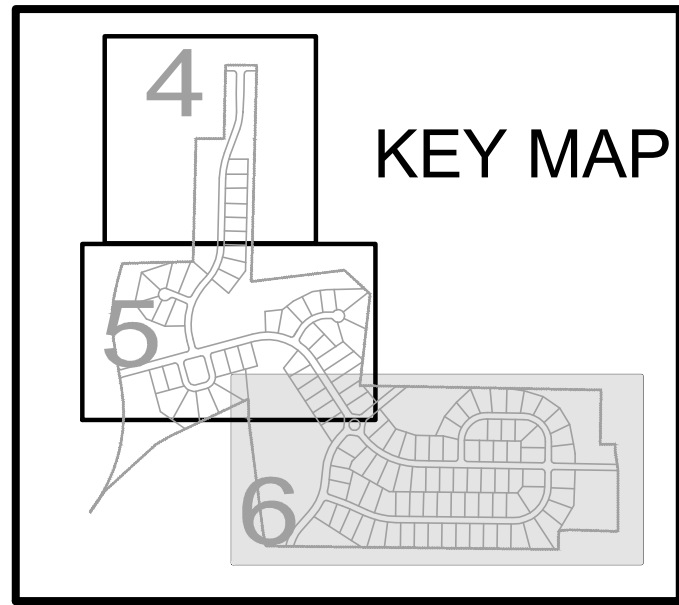
OPEN SPACE RESIDENTIAL DEVELOPMENT  
SPLIT LOG ROAD  
CITY OF BRENTWOOD, TENNESSEE  
ENLARGED SITE PLAN

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- 04/07/08-(JAG) PER CITY COMMENTS
- 03/18/08-(JAG) PER CITY COMMENTS
- 03/03/08-(RFA) PER CITY COMMENTS AND IN-HOUSE COMMENTS

REVISIONS	
DESIGNED BY:	R. Caldwell
DRAWN BY:	J. Gregg
APPROVED BY:	B. Slayden
SCALE:	1"=100'
DATE:	SEPTEMBER 23, 2011
JOB NO.	04-101
WK. ORDER	7651
SHEET NO.	
05	OF 07





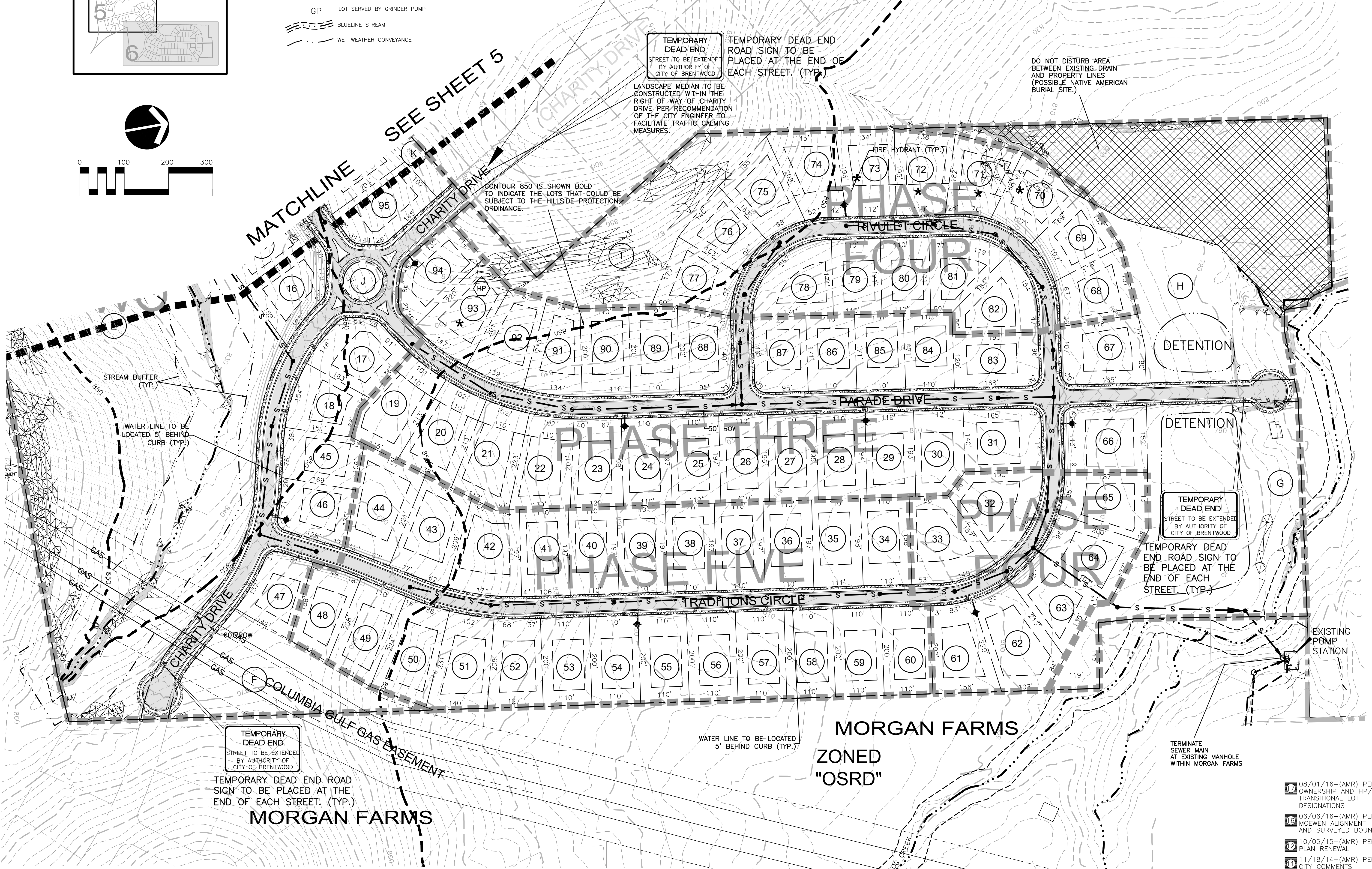
- LEGEND**
- 15-25% SLOPES
  - 25% + SLOPES
  - TRANSITIONAL LOT (SEE TRANSITIONAL LOT NOTE ON SHEET 05 OF 07)
  - GP LOT SERVED BY GRINDER PUMP
  - BLUELINE STREAM
  - WET WEATHER CONVEYANCE

**SPECIAL NOTE:**

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# TRADITIONS

OPEN SPACE RESIDENTIAL DEVELOPMENT  
SPLIT LOG ROAD  
CITY OF BRENTWOOD, TENNESSEE  
ENLARGED SITE PLAN

11/19/13-(WAH)	PER
CITY COMMENTS	
12/18/12-(AMR)	PER
CITY COMMENTS	
08/21/12-(AMR)	PER
CITY COMMENTS	

09/23/11-(BSS)	PER
CITY COMMENTS	
02/17/09-(JAG)	PER
CITY COMMENTS	
02/02/09-(BSS)	PER
PLAN RENEWAL	
04/07/08-(JAG)	PER
CITY COMMENTS	
03/18/08-(JAG)	PER
CITY COMMENTS	
03/03/08-(RFA)	PER
CITY COMMENTS AND IN-HOUSE COMMENTS	

**REVISIONS**

DESIGNED BY: R. Caldwell

DRAWN BY: J. Gregg

APPROVED BY: B. Slayden

SCALE: 1"=100'

DATE: SEPTEMBER 23, 2011

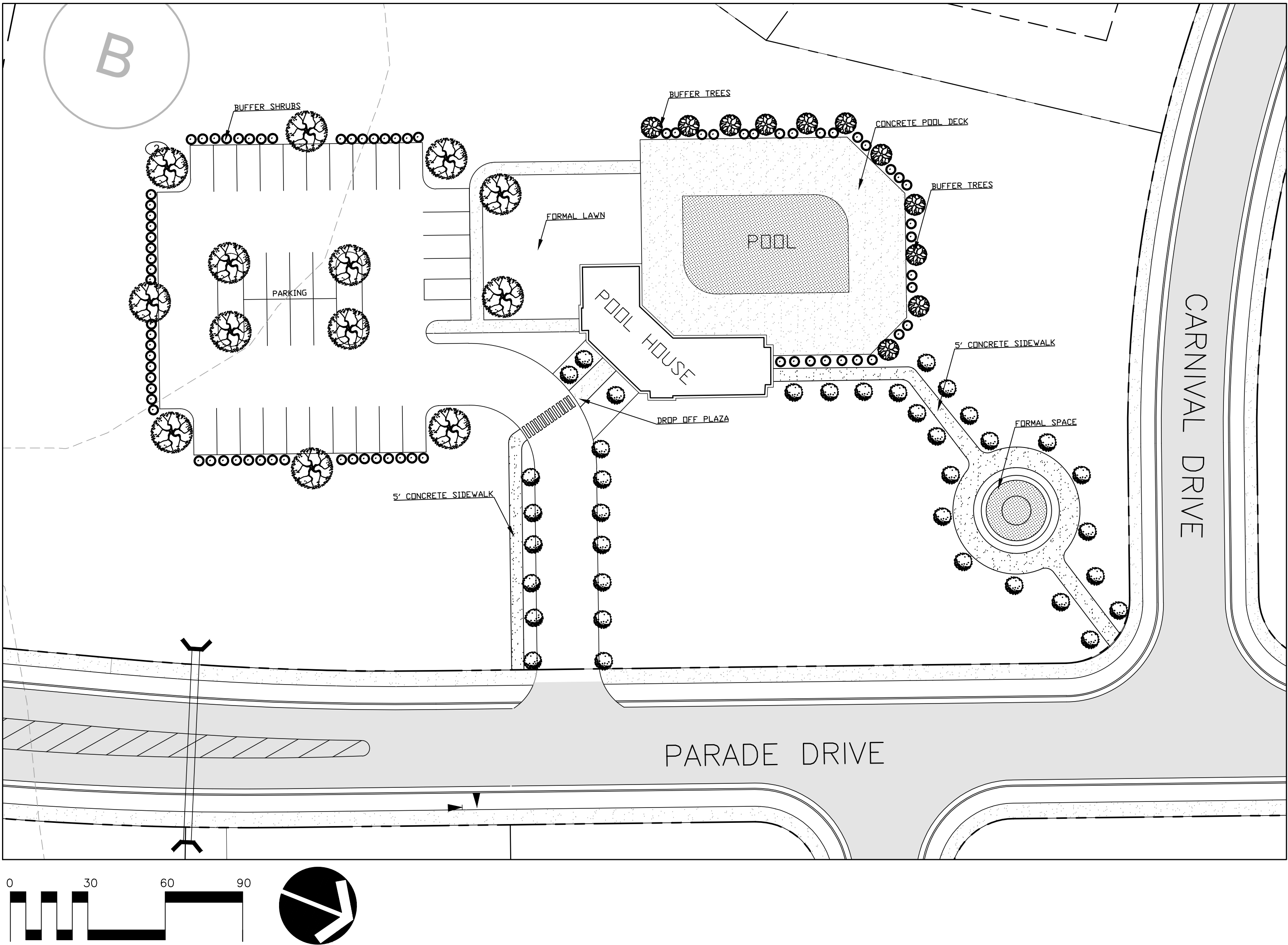
JOB NO. WK. ORDER

04-101 7651

SHEET NO.

06 OF 07





- 06/29/17-(AMR) PER CITY COMMENTS  
UPDATED LANDSC. ENTRANCE PLANS
- 06/06/16-(AMR) PER MCEWEN ALIGNMENT AND SURVEYED BOUNDARY

# TRADITIONS

OPEN SPACE RESIDENTIAL DEVELOPMENT  
SPLIT LOG ROAD  
CITY OF BRENTWOOD, TENNESSEE

AMENITY PLAN

- 11/19/13-(WAH) PER CITY COMMENTS
- 11/15/2013-(AAA) ADDED AMENITY CENTER
- 08/21/12-(AMR) PER CITY COMMENTS
- 02/17/09-(JAG) PER CITY COMMENTS
- 02/02/09-(BSS) PER PLAN RENEWAL
- 03/18/08-(JAG) PER CITY COMMENTS
- 03/03/08-(RFA) PER CITY COMMENTS AND IN-HOUSE COMMENTS
- REVISIONS

DESIGNED BY: R. Caldwell

DRAWN BY: J. Gregg

APPROVED BY: B. Slayden

SCALE: AS NOTED

DATE: November 16, 2007

JOB NO. WK. ORDER  
04-101 7651

SHEET NO.  
07 OF 07



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CHATANOOGA, TN 37408  
(423) 265-2450







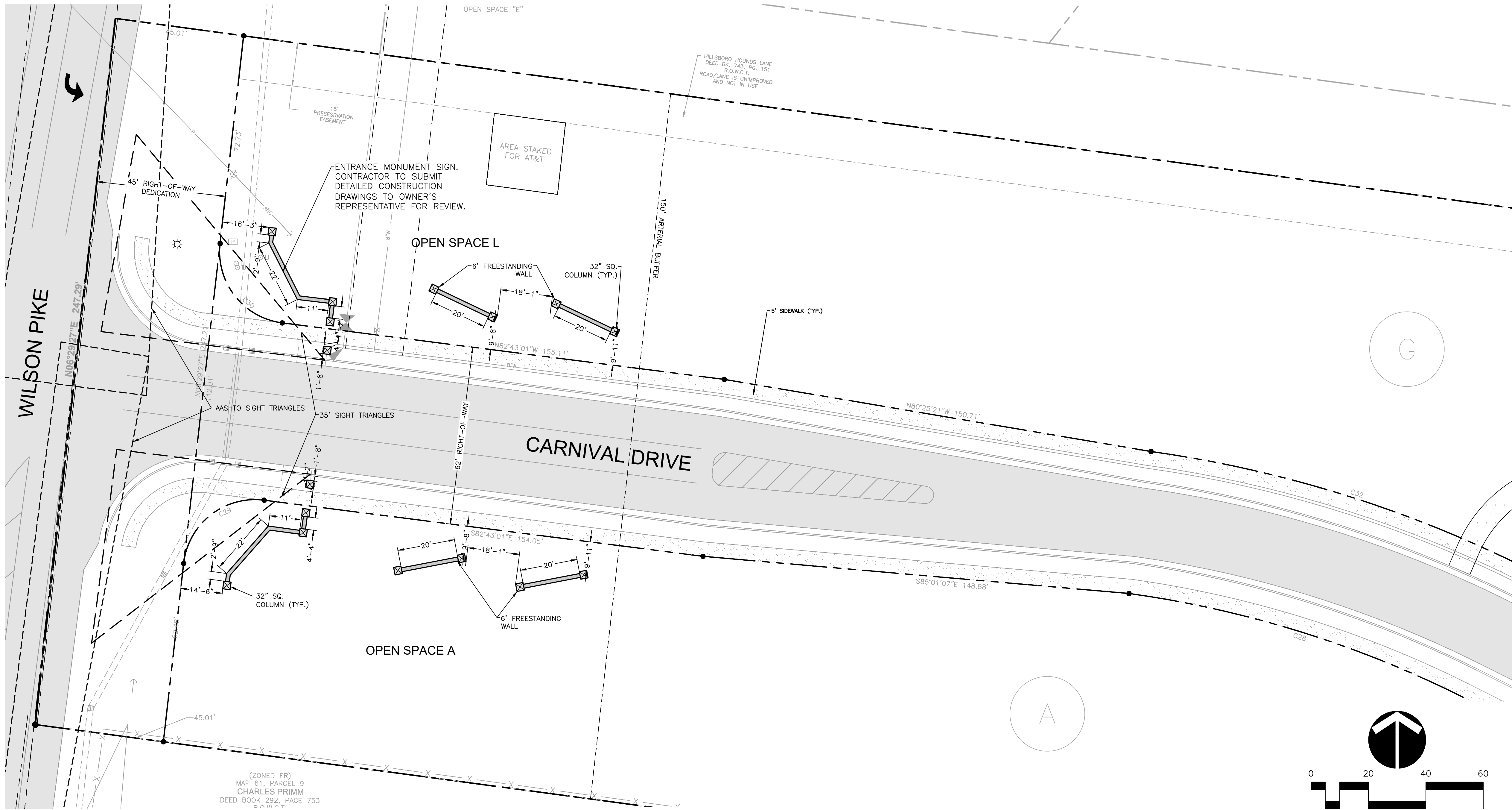




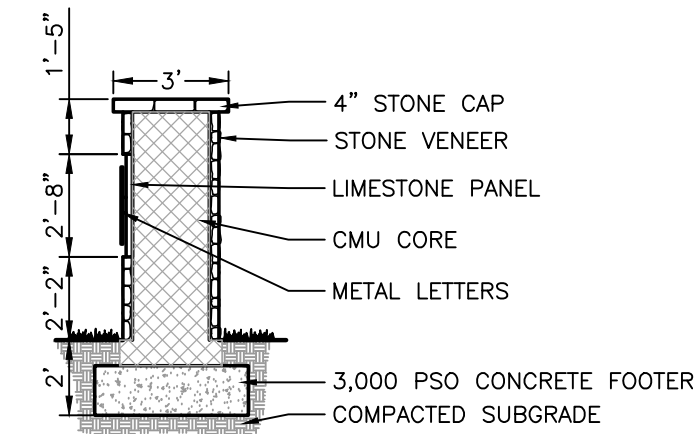
MR. ROBERT GERINGER C/O WHISTLER FARMS LIMITED LIABILITY COMPANY

# CVR



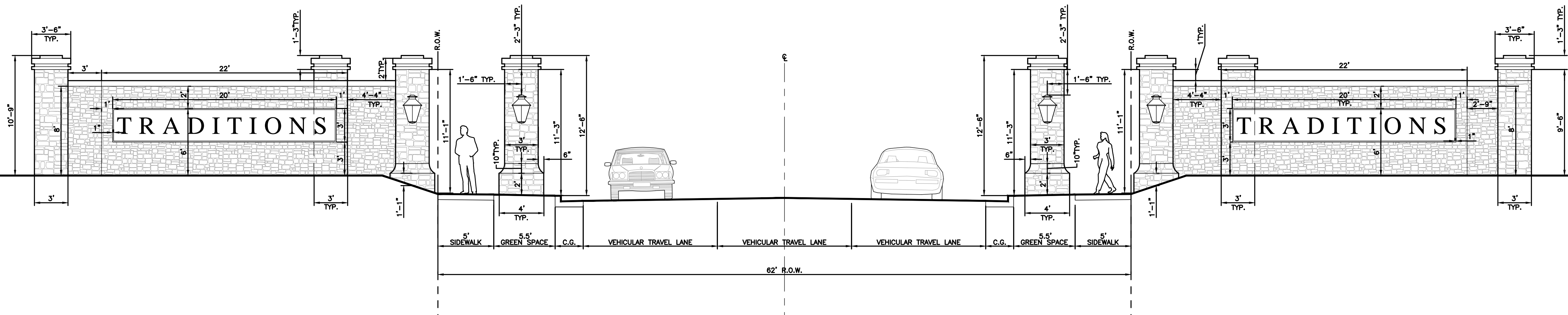


1 PLAN: SITE ENTRANCE  
SCALE: 1" = 20'



3 SECTION: MONUMENT SIGN  
SCALE: 1" = 5'

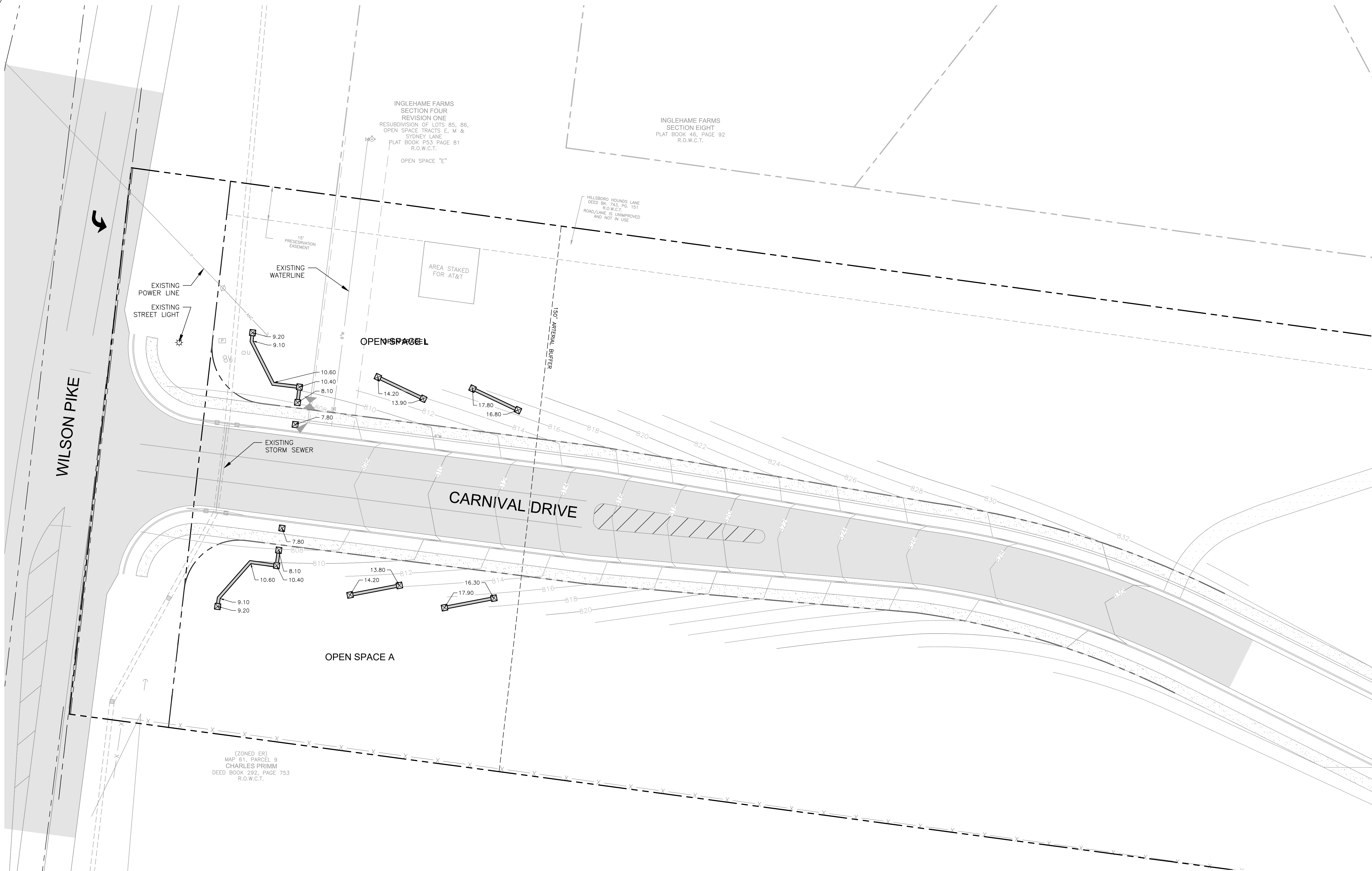
- NOTES:
1. THIS SITE PLAN IS SUBJECT TO A THREE YEAR VESTING PERIOD, DURING WHICH THE DEVELOPMENT STANDARDS IN EFFECT ON THE DATE OF APPROVAL WILL REMAIN THE STANDARDS APPLICABLE TO THIS PLAN. IF CONSTRUCTION IS NOT COMPLETED DURING THE FIRST THREE YEARS, THE ORIGINAL SITE PLAN IS CONSIDERED A PRELIMINARY SITE PLAN AND THE APPLICANT MUST OBTAIN APPROVAL OF A FINAL SITE PLAN. DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAN MAY BE SUBJECT TO STANDARDS OTHER THAN THOSE THAT WERE APPLICABLE DURING THE VESTING PERIOD. THE INITIAL VESTING PERIOD FOR THIS PLAN EXPIRES ON JULY 5, 2020, UNLESS EXTENDED BY THE CITY OF BRENTWOOD. PERSONS RELYING ON THIS PLAN AFTER SAID DATE SHOULD CONTACT THE CITY OF BRENTWOOD TO DETERMINE IF DEVELOPMENT MAY CONTINUE AS DEPICTED ON THE PLAN.
  2. THIS DOCUMENT CERTIFIES THAT THE BUILDING MATERIALS SPECIFIED IN THE PLANNING COMMISSION APPROVAL OF THIS PROJECT (BPC1706-011) ARE LIKEWISE PROVIDED FOR IN THE PLANS SUBMITTED. ANY DEVIATION FROM THE APPROVED BUILDING MATERIALS WILL NEGATE ANY STAFF APPROVAL OF SAID PLANS. PROPOSED CHANGES TO PROJECT SPECIFICATIONS WILL BE SUBMITTED TO THE PLANNING COMMISSION FOR FURTHER CONSIDERATION.



2 ELEVATION: ENTRANCE WALLS, COLUMNS, & SIGNAGE  
SCALE: 1" = 5'-0"



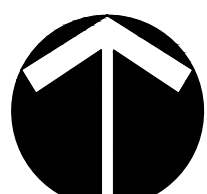
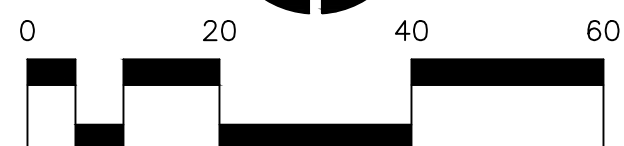
GRADED TO EXISTING CONDITIONS. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES. PLOTTED BY JAY CARTER ON 6/19/2017 11:41 AM. LAST UPDATED BY JAY ON 6/19/2017 4:42 PM.



NOTE: CONTRACTOR TO FIELD VERIFY EXISTING /  
BUILT GRADES AND PROPOSED SPOT ELEVATIONS.



Know what's below.  
Call before you dig.



TRADITIONS ENTRANCE SIGNAGE  
FOR  
MR. ROBERT GERINGER C/O WHISTLER FARMS,  
LIMITED LIABILITY COMPANY

1822 WILSON PIKE, BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	04101	WK. ORDER	7651
DESIGNED:	DEH		
DRAWN:	DEH		
SCALE:	1"=20'		
DATE:	JUNE 05, 2017		

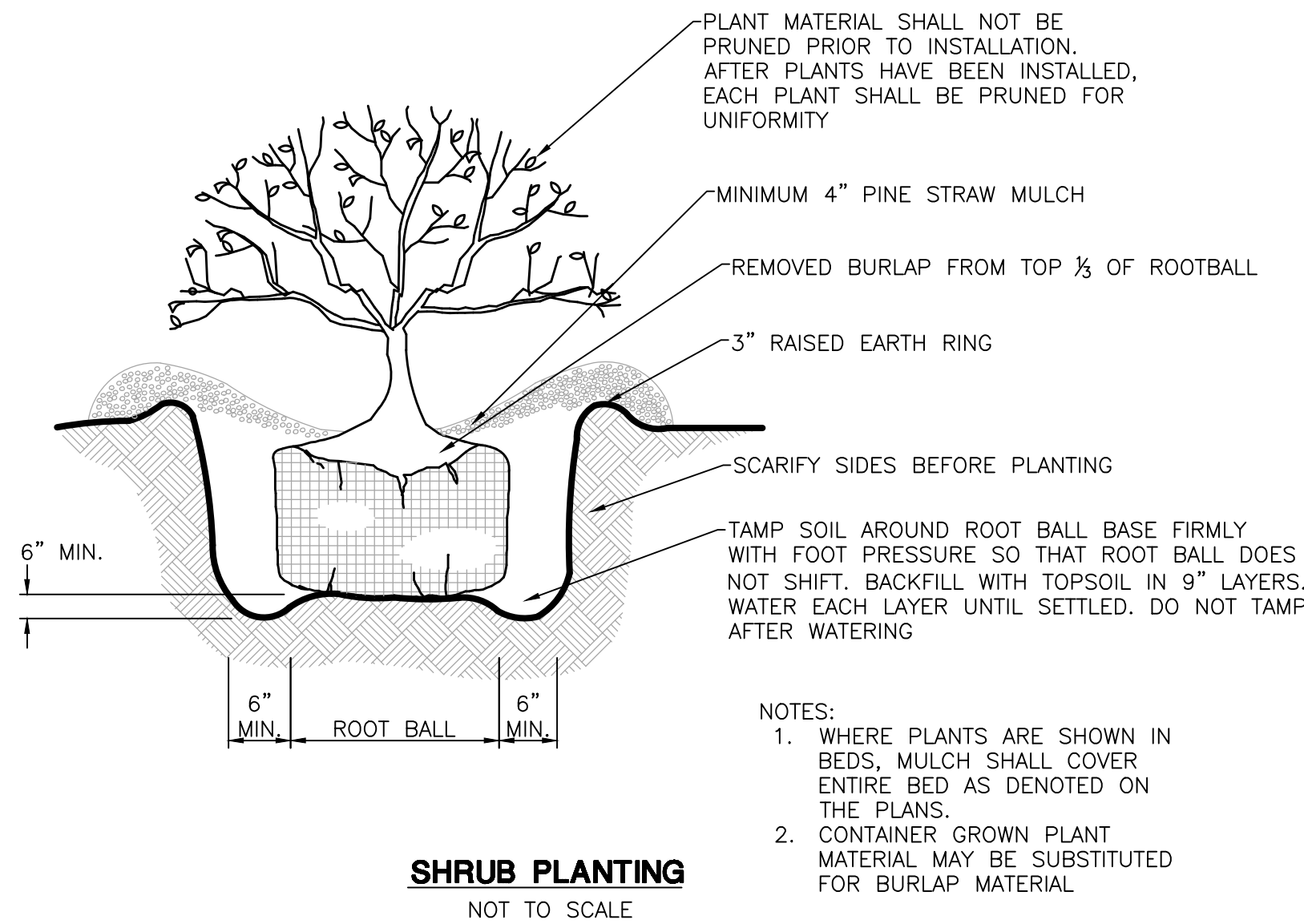
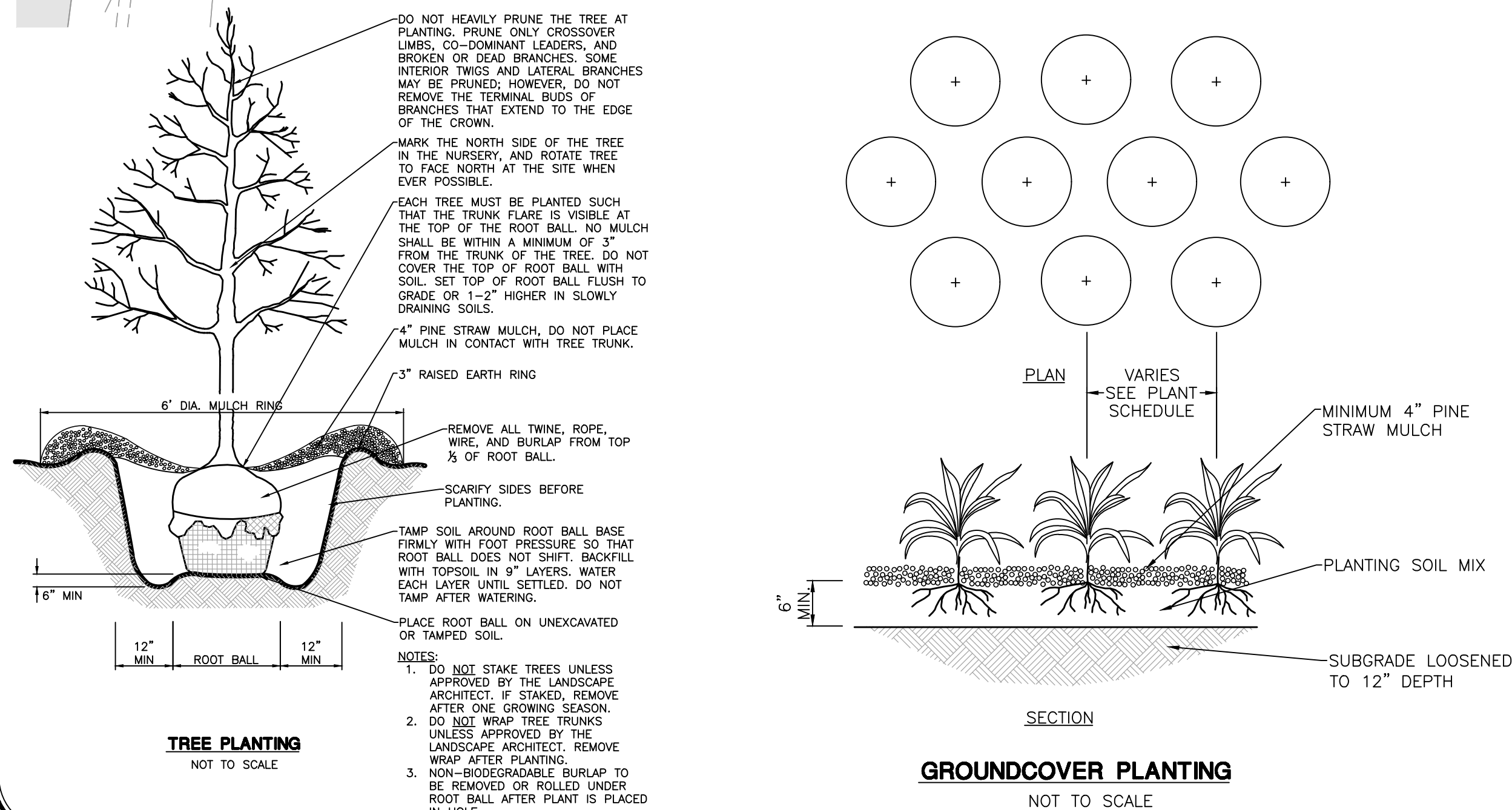
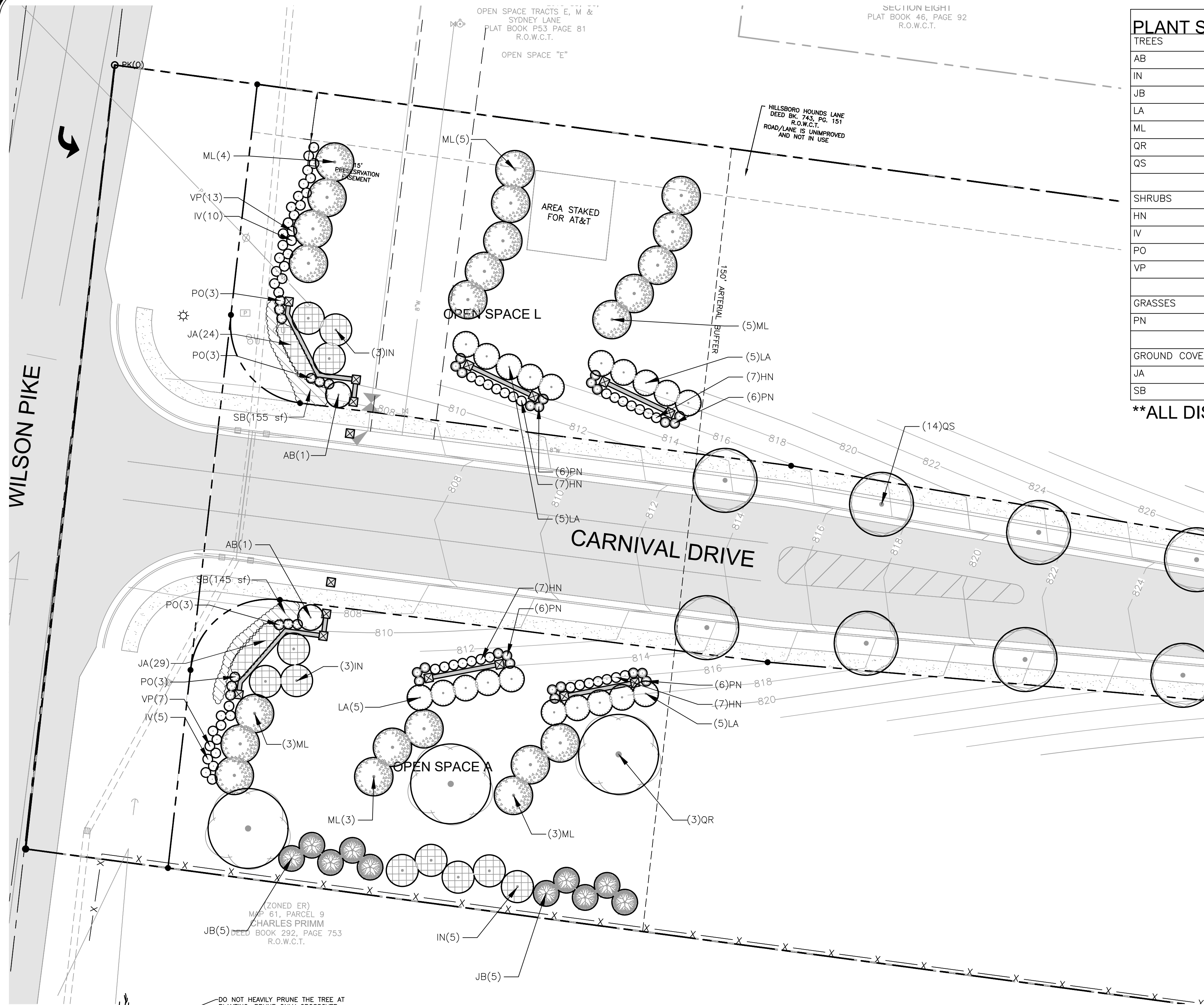
GRADING AND  
UTILITY PLAN

C2.0



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NASHVILLE, TENNESSEE  
P.O. BOX 60070  
NASHVILLE, TN 37260  
(615) 244-8551  
www.ragansmith.com

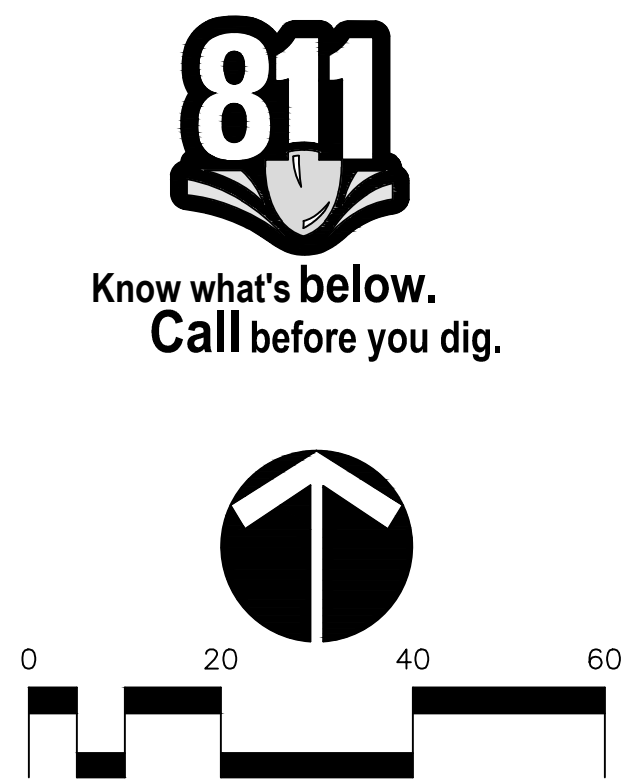




## PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME / COMMON NAME	TYPE	SIZE	SPACING	REMARKS
AB	2	ACER PALMATUM 'BLOODGOOD' / BLOODGOOD JAPANESE MAPLE	ORNAMENTAL	1.5" CAL.	AS SHOWN	
IN	11	ILEX X 'NELLIE R STEVENS' / NELLIE STEVENS HOLLY	EVERGREEN	6-8' HT	AS SHOWN	FULL TO BASE
JB	10	JUNIPERUS VIRGINIANA 'BURKII' / BURK RED CEDAR	EVERGREEN	8-10' HT.	AS SHOWN	FULL TO BASE
LA	20	LAGERSTROEMIA INDICA 'ARAPAH0' / CRAPE MYRTLE	DECIDUOUS	2" CAL.	AS SHOWN	MULTI-TRUNK
ML	23	MAGNOLIA GRANDIFLORA 'LITTLE GEM' / DWARF SOUTHERN MAGNOLIA	EVERGREEN	6-8' HT	AS SHOWN	FULL TO BASE
QR	3	QUERCUS RUBRA / RED OAK	DECIDUOUS	2" CAL.	AS SHOWN	
QS	14	QUERCUS SHUMARDII / SHUMARD RED OAK	DECIDUOUS	2" CAL.	AS SHOWN	
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	TYPE	SIZE/HT	SPACING	REMARKS
HN	28	HYDRANGEA MACROPHYLLA 'NIKKO BLUE' / NIKKO BLUE HYDRANGEA	DECIDUOUS	36" HT.	AS SHOWN	
IV	15	ITEA VIRGINICA 'HENRY'S GARNET' / HENRY'S GARNET SWEETSPIRE	DECIDUOUS	24" HT	AS SHOWN	
PO	12	PRUNUS LAUROCERASUS 'OTTO LUYKEN' / LUYKENS LAUREL	DECIDUOUS	36" HT.	AS SHOWN	
VP	20	VIBURNUM X PRAGENSE / PRAGUE VIBURNUM	EVERGREEN	36" HT.	30" O.C.	
GRASSES	QTY	BOTANICAL NAME / COMMON NAME	TYPE	SIZE/HT	SPACING	REMARKS
PN	24	PANICUM VIRGATUM 'NORTH WIND' / NORTHWIND SWITCH GRASS	ORNAMENTAL GRASSES	3 GAL	3' O.C.	
GROUND COVERS	QTY	BOTANICAL NAME / COMMON NAME	TYPE	CONT	SPACING	REMARKS
JA	53	JUNIPERUS COMMUNIS 'ALPINE CARPET' / JUNIPER	EVERGREEN	#1	24" O.C.	TRIANGULATE SPACING
SB	300 SF	SEASONAL COLOR BY OWNER	ANNUAL	4" POT	---	TRIANGULATE SPACING

\*\*ALL DISTURBED AREAS NOT OTHERWISE PLANTED WILL BE SODDED



## SODDING NOTES

- AREAS INDICATED FOR SOD SHALL BE KY-31. MINIMUM AGE SHALL BE 18 MONTHS, WITH ROOT DEVELOPMENT THAT WILL SUPPORT ITS OWN WEIGHT WITHOUT TEARING WHEN SUSPENDED VERTICALLY BY HOLDING THE UPPER TWO CORNERS.
- SUBMIT SOD CERTIFICATION FOR GRASS SPECIES AND LOCATION OF SOD SOURCE. INCLUDE CERTIFICATION THAT SOD IS FREE OF DISEASE, NEMATODES, UNDESIRABLE INSECTS, AND QUARANTINE RESTRICTIONS.
- SOD SHALL BE DELIVERED ON PALLETS. STORE SOD AT A LOCATION PROTECTED FROM DAMAGING WINDS.
- APPLY 6-12-12 COMMERCIAL TYPE FERTILIZER, WITH 50% OF THE ELEMENT DERIVED FROM ORGANIC SOURCES AT A RATE RECOMMENDED BY THE MANUFACTURER. APPLY AFTER SMOOTH RAKING OF TOPSOIL AND NO MORE THAN 48 HOURS BEFORE LAYING SOD. MIX THOROUGHLY IN THE UPPER 2 INCHES OF TOPSOIL AND LIGHTLY WATER TO MO.
- LIGHTLY MOISTEN AREA TO RECEIVE SOD IMMEDIATELY PRIOR TO LAYING SOD.
- LAY SOD TIGHTLY WITH NO OPEN JOINTS VISIBLE AND NOT OVERLAPPING. STAGGER END JOINTS A MINIMUM OF 12 INCHES AND DO NOT STRETCH SOD PIECES.
- ON SLOPES 6 INCHES PER FOOT AND STEEPER, LAY SOD PERPENDICULAR TO SLOPE AND SECURE EVERY ROW WITH WOODEN PEGS AT AN MAXIMUM 2 FEET O.C. DRIVE PEGS FLUSH WITH SOD PORTION OF SOD.
- PRIOR TO PLACING SOD ON SLOPES OF 8 INCHES PER FOOT AND STEEPER, PLACE JUTE EROSION CONTROL MESH OVER TOPSOIL. SECURELY ANCHOR IN PLACE WITH PEGS SUNK FIRMLY INTO THE GROUND. CONTRACTOR SHALL SUBMIT 12 SAMPLES OF JUTE MESH FOR REVIEW TO LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE PRIOR TO
- IMMEDIATELY AFTER INSTALLATION, WATER SODDED AREAS TO A DEPTH OF 4 INCHES.
- AFTER SOD AND SOIL HAVE DRIED, ROLL SODDED AREAS TO ENSURE A GOOD BOND BETWEEN SOIL AND SOD. ROLLER SHALL NOT EXCEED 150 POUNDS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING (MOWING, TRIMMING, WATERING) THE SOD UNTIL THE INSTALLATION IS INSPECTED AND ACCEPTED BY THE OWNER'S REPRESENTATIVE.
- THE CONTRACTOR SHALL REPLACE SOD AREAS THAT SHOW DETERIORATION FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE OF THE INSTALLATION. REPLACE DETERIORATED MATERIAL WITH SOD OF EQUAL QUALITY ORIGINALLY SPECIFIED.

## PLANTING NOTES

- ANY SERIES OF TREES TO BE PLACED IN A PARTICULAR ARRANGEMENT WILL BE FIELD CHECKED FOR ACCURACY. ANY PLANTS MISARRANGED WILL BE RELOCATED.
- SOIL USED IN BACKFILLING PLANTING PITS SHALL BE TOPSOIL AND MIXED WITH 25% PEAT BY VOLUME. EXCEPT FOR ERICACEOUS PLANTS, VERY ACID OR SOUR SOIL (SOIL HAVING A pH LESS THAN 6) SHALL BE MIXED WITH SUFFICIENT LIME TO PRODUCE A SLIGHTLY ACID REACTION (A pH OF 6.0 TO 6.5). ADD 10-10-10 COMMERCIAL FERTILIZER AT THE RATE OF 2 POUNDS PER CUBIC YARD. MIX BOTH FERTILIZER AND PEAT THOROUGHLY BY HAND OR ROTARY TILLER.
- SOIL USED IN BACKFILLING ERICACEOUS PLANTS SHALL BE TOPSOIL MIXED WITH 50% PEAT BY VOLUME. ADD 5-10-5 COMMERCIAL FERTILIZER AT THE RATE OF 5 POUNDS PER CUBIC YARD. MIX BOTH FERTILIZER AND PEAT THOROUGHLY BY HAND OR ROTARY TILLER.
- UPON SECURING PLANT MATERIAL AND BEFORE INSTALLATION, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE FOR A PRE-INSTALLATION INSPECTION TO VERIFY ALL PLANT MATERIAL MEETS SPECIFICATION. MATCH TREES OF SAME SPECIES IN GROWTH CHARACTER AND UNIFORMITY.
- APPLY HERBICIDE (TRIFLUR OR EQUIVALENT) TO ALL PLANT BEDS PRIOR TO PLANTING FOR NOXIOUS WEED CONTROL AT A RATE OF 2 POUNDS PER 1,000 SQUARE FEET.
- CONTRACTOR SHALL SUBMIT A 1 OUNCE SAMPLE OF THE TOPSOIL PROPOSED TO A TESTING LABORATORY FOR ANALYSIS. SUBMIT TEST RESULTS WITH RECOMMENDATIONS FOR SUITABILITY TO THE OWNER'S REPRESENTATIVE FOR APPROVAL.
- PLANTS SHALL BE ORIENTED FOR BEST APPEARANCE AND VERTICAL. ALL NON-BIODEGRADABLE ROOT CONTAINERS SHALL BE REMOVED.
- SELECTIVELY TRIM TREE BRANCHES BY 25%, MAINTAINING NATURAL SHAPE. PRUNE ALL DEAD AND BROKEN BRANCHES IN TREES AND SHRUBS. REMOVE TAGS, TWINE OR OTHER NON-BIODEGRADABLE MATERIAL.
- SCARIFY SUBSOIL IN PLANTING BEDS TO A DEPTH OF 3 INCHES. ALL PLANTING BEDS SHALL RECEIVE A MINIMUM OF 6 INCHES OF TOPSOIL.
- CONTRACTOR SHALL PROVIDE SMOOTH, NEATLY TRENCHED (3 INCH DEEP) BED EDGES.
- ALL PLANTING BEDS TO HAVE A MINIMUM 4 INCH DEEP PINE BARK MULCH, PINE STRAW MULCH OR OTHER MULCH AS SPECIFIED.
- DIMENSIONS FOR TRUNK CALIPER, HEIGHTS, AND SPREAD SPECIFIED ON THE MATERIAL SCHEDULE ARE A GENERAL GUIDE FOR THE MINIMUM REQUIRED SIZE OF EACH PLANT. QUALITY AND SIZE OF PLANTS, SPREAD OF ROOTS AND SIZE OF BALLS SHALL BE IN ACCORDANCE WITH A.N.S.I. Z60 'AMERICAN STANDARD FOR NURSERY STOCK' (CURRENT EDITION) AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERMEN, INC.
- THE QUANTITIES INDICATED ON THE MATERIAL SCHEDULE ARE PROVIDED FOR THE BENEFIT OF THE CONTRACTOR, BUT SHOULD NOT BE ASSUMED TO ALWAYS BE CORRECT. IN THE EVENT OF A DISCREPANCY, THE PLANTING PLAN (PLANT SYMBOLS) WILL TAKE PRECEDENCE OVER THE MATERIAL SCHEDULE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN QUANTITY CALCULATIONS AND THE LIABILITY PERTAINING TO THOSE QUANTITIES AND ANY RELATED CONTRACT DOCUMENTS AND/OR PRICE QUOTATIONS.
- CONTRACTOR TO WARRANTY ALL MATERIAL FOR ONE YEAR AFTER DATE OF FINAL ACCEPTANCE.

## TRADITIONS ENTRANCE SIGNAGE

FOR  
MR. ROBERT GERINGER C/O WHISTLER FARMS,  
LIMITED LIABILITY COMPANY

1822 WILSON PIKE, BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE

WK. ORDER	7651	DESIGNED:	DEH	DRAWN:	DEH	SCALE:	1"=20'	DATE:	JUNE 05/2017
JOB NO.	04101	REVISIONS							
LANDSCAPE PLAN									
L1.0									





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FAX (615) 244-8739 WWW.RAGANSMITH.COM

JOB NO. 04-101 / 7651  
DATE: 06-30-2017

# *Traditions Entrance Sign*

Concept C



**Sec. 78-185. - Development plans and subdivision plats.**

- (b) No deviations from the development plan approved by the board of commissioners shall be permitted, unless a revised development plan is approved as set forth below:
- (1) Any proposal for a modification to an approved development plan for an OSRD development shall be considered only after submittal of eight copies of a revised development plan including the minimum detail required for review of a new development plan as established in this section.
  - (2) Any of the following proposals shall be submitted to the planning commission for its review and recommendation and to the board of commissioners for its approval by resolution:
    - a. An increase in the total number of single-family lots;
    - b. Any alteration of vehicle access for the development to existing public streets;
    - c. Any alteration to the permanent use of the common open space areas or the type or location of structures, facilities, recreation improvements or public access drives within such open space; and
    - d. Any modification to the special restrictions placed on an OSRD development pursuant to this division.
  - (3) Any other modification to an approved development plan for an OSRD development, including, but not limited to, changes in the future arrangement of internal streets, rights-of-way or lots must be submitted to the planning commission for approval.

JILL BURGIN  
MAYOR  
MARK GORMAN  
VICE MAYOR  
KIRK BEDNAR  
CITY MANAGER



COMMISSIONERS  
BETSY CROSSLEY  
ANNE DUNN  
RHEA E. LITTLE, III  
REGINA SMITHSON  
KEN TRAVIS

**City of Brentwood**  
Planning & Codes Department

July 12, 2017

Mr. Wes Harris  
Ragan Smith Associates  
315 Woodland Street  
Nashville, TN 37206

**RE: BPC1706-009 REVISED PRELIMINARY PLAN – TRADITIONS SUBDIVISION,  
EAST SIDE OF WILSON PIKE, ZONING OSRD**

Dear Mr. Harris:

At its July 5, 2017, regular meeting, the Brentwood Planning Commission voted to approve a revised preliminary plan that revises the configuration of lots 1 and 10 in Phase One of the traditions Subdivision. As part of the review, the Planning Commission also voted to forward a recommendation of approval to the Board of Commissioners. The revision includes increasing the width of the lots, which abut open space.

	<b>AREA OF LOT ONE</b>	<b>AREA OF LOT TEN</b>	<b>OPEN SPACE</b>
<i>ORIGINAL PLAN</i>	21,528	25,213	7.56
<i>PROPOSED PLAN</i>	25,213	25,570	7.55

Because the proposed plan modifies the area of the permanent open space, approval of the corresponding changes to the OSRD Development Plan by the Board of Commissioners is required.

This approval is subject to the following conditions, which are to be addressed to the satisfaction of City staff.

1. Revise the plans to show the correct configuration of the entrance signage. These revisions must be completed and resubmitted for staff review before the revised OSRD Development Plan will be presented to the Board of Commissioners.
2. A site plan shall be vested for a period of three years from the date of the original approval.
3. Add the following note to the site plan;

*This preliminary plan is subject to a three year vesting period, during which the development standards in effect on the date of approval will remain the standards applicable to this plan. If construction is not completed during the first three years, the original site plan is considered a preliminary site plan and the applicant must obtain approval of a final site plan. Development of the property shown on this plan may be*

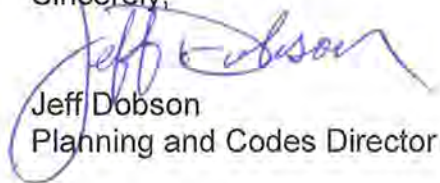
*subject to standards other than those that were applicable during the vesting period. The Initial vesting period for this plan expires on **March 7, 2019**, unless extended by the City of Brentwood. Persons relying on this plan after said date should contact the City of Brentwood to determine if development may continue as depicted on the plan.*

4. When the construction authorized pursuant to a site plan is not completed within three years from the date of initial approval, but the applicant desires to complete the project proposed for the site, the plan as initially approved for the project or as amended shall be considered a preliminary site plan. If the applicant secures all necessary permits, commences site preparation and obtains approval of a final site plan within the three-year vesting period following approval of the preliminary site plan, then the vesting period shall be extended an additional two years beyond the expiration of the initial three-year vesting period. During the two-year extension, the applicant must commence construction and maintain any necessary permits to remain vested.
5. If necessary permits are maintained and construction, as defined by Section 78-43, has commenced by the end of the two-year extension, then the vesting period shall remain in effect until the Planning and Codes Department has certified final completion of the project, provided the total vesting period shall not exceed ten years from the date of approval of the preliminary site plan.
6. If the construction authorized pursuant to a site plan is completed within three years from the date of approval, the site plan shall then be considered the final site plan for the project.
7. The property owner is responsible for all development fees including water and sewer service and tap fees, building permit fees and Public Works Project Fees.
8. Approval of the site plan does not constitute approval of the signage plan. All signs must comply with the Brentwood Sign Ordinance. A comprehensive sign package including all signs (temporary or permanent, wall or ground) shall be submitted to the Planning Department for a compliance review.
9. Provide the Planning staff with a digital copy of the proposed subdivision section and the entire project. This request is consistent with Article 2.3 of the Brentwood Subdivision Regulations. The file should be in AutoCAD .DWG or .DXF compatible format and CD-ROM. The file shall use the Tennessee State Plane coordinate system, Zone 5301, FIPS Zone 4100, NAD 83 datum. The digital copies must be received before the plat may be recorded.
10. Complete plans shall be submitted to the Planning and Codes Department for review, approval and issuance of the required permits before any work is begun. Additionally, all required electrical permits, issued by the State of Tennessee must be received before any work is begun. The required inspections must also be completed before a certificate of completion is issued for the project.

11. Deviations from the approved plan in the development of a project or the failure to satisfy any standard requirements or special conditions of approval imposed by the planning commission will be considered a violation of the provisions of the Zoning Ordinance, which shall be subject to punishment as provided in Section 1-9 of the Brentwood Municipal Code. The City may also require the applicant to appear before the Planning Commission to address any deficiencies or unapproved modifications. The project may also be subject to delays in issuance of permits, certificates of occupancy, recordation of plats or other project approvals.
12. Any changes to plans approved by the Planning Commission will require staff review and re-approval by the Planning Commission.
13. Development of this project shall comply with all applicable codes and ordinances of the City of Brentwood.
14. All previous conditions placed on the project by the Planning Commission shall remain applicable to the project.
15. Approval of the proposed plan shall be limited to the illustrations and plans presented to the Planning Commission for review and approval on **July 5, 2017**. Any changes to Planning Commission approved plans and specifications will require staff review and re-approval by the Planning Commission.

Should you have any questions or require additional information, please feel free to call any member of the planning staff at 615.371.2204.

Sincerely,



Jeff Dobson  
Planning and Codes Director

JILL BURGIN  
MAYOR  
MARK GORMAN  
VICE MAYOR  
KIRK BEDNAR  
CITY MANAGER



COMMISSIONERS  
BETSY CROSSLEY  
ANNE DUNN  
RHEA E. LITTLE, III  
REGINA SMITHSON  
KEN TRAVIS

## City of Brentwood

### Planning & Codes Department

July 12, 2017

Mr. Brett Smith  
Ragan Smith Associates  
315 Woodland Street  
Nashville, TN 37206

**RE: BPC1706-011 ENTRANCE FEATURES – TRADITIONS SUBDIVISION, EAST  
SIDE OF WILSON PIKE, ZONING OSRD**

Dear Mr. Smith:

At its July 5, 2017, regular meeting, the Brentwood Planning Commission voted to approve an entrance feature design, including signage and associated landscaping for the Traditions Subdivision. As part of the review, the Planning Commission also voted to forward a recommendation of approval to the Board of Commissioners.

The improvements will be located in a platted sign easement, in the common open space, on either side of the main entrance at the intersection of Carnival Drive and Wilson Pike within Phase One.

Stone columns, walls, landscaping and subdivision signage is proposed.

Approval of the proposed revised site plan shall be contingent upon approval of the corresponding changes to the OSRD Development Plan by the Board of Commissioners.

This approval is subject to the following conditions, which are to be addressed to the satisfaction of City staff.

1. Provide a grading plan for the area.
2. Approval of the proposed revised site plan shall be contingent upon approval of the corresponding changes to the OSRD Development Plan by the Board of Commissioners.
3. A site plan shall be vested for a period of three years from the date of the original approval.
4. Add the following note to the site plan;

*This site plan is subject to a three year vesting period, during which the development standards in effect on the date of approval will remain the standards applicable to this plan. If construction is not completed during the first three years, the original site plan is considered a preliminary site plan and the applicant must obtain approval of a final site plan. Development of the property shown on this plan may be subject to standards other*



*than those that were applicable during the vesting period. The Initial vesting period for this plan expires on **July 5, 2020**, unless extended by the City of Brentwood. Persons relying on this plan after said date should contact the City of Brentwood to determine if development may continue as depicted on the plan.*

5. When the construction authorized pursuant to a site plan is not completed within three years from the date of initial approval, but the applicant desires to complete the project proposed for the site, the plan as initially approved for the project or as amended shall be considered a preliminary site plan. If the applicant secures all necessary permits, commences site preparation and obtains approval of a final site plan within the three-year vesting period following approval of the preliminary site plan, then the vesting period shall be extended an additional two years beyond the expiration of the initial three-year vesting period. During the two-year extension, the applicant must commence construction and maintain any necessary permits to remain vested.
6. If necessary permits are maintained and construction, as defined by Section 78-43, has commenced by the end of the two-year extension, then the vesting period shall remain in effect until the Planning and Codes Department has certified final completion of the project, provided the total vesting period shall not exceed ten years from the date of approval of the preliminary site plan.
7. If the construction authorized pursuant to a site plan is completed within three years from the date of approval, the site plan shall then be considered the final site plan for the project.
8. The property owner is responsible for all development fees including water and sewer service and tap fees, building permit fees and Public Works Project Fees.
9. Add the following note to the plans that are to be submitted for building permit review: "This document certifies that the building materials specified in the Planning Commission approval of this project (BPC1706-011) are likewise provided for in the plans submitted. Any deviation from the approved building materials will negate any staff approval of said plans. Proposed changes to project specifications will be submitted to the Planning Commission for further consideration.
10. Complete plans shall be submitted to the Planning and Codes Department for review, approval and issuance of the required permits before any work is begun. Additionally, all required electrical permits, issued by the State of Tennessee must be received before any work is begun. The required inspections must also be completed before a certificate of completion is issued for the project.
11. Deviations from the approved plan in the development of a project or the failure to satisfy any standard requirements or special conditions of approval imposed by the planning commission will be considered a violation of the provisions of the Zoning Ordinance, which shall be subject to punishment as provided in Section 1-9 of the Brentwood Municipal Code. The City may also require the applicant to appear before the Planning Commission to address any deficiencies or unapproved modifications. The project may

also be subject to delays in issuance of permits, certificates of occupancy, recordation of plats or other project approvals.

12. Any changes to plans approved by the Planning Commission will require staff review and re-approval by the Planning Commission.
13. Development of this project shall comply with all applicable codes and ordinances of the City of Brentwood.
14. All previous conditions placed on the project by the Planning Commission shall remain applicable to the project.
15. Approval of the proposed plan shall be limited to the illustrations and plans presented to the Planning Commission for review and approval on **July 5, 2017**. Any changes to Planning Commission approved plans and specifications will require staff review and re-approval by the Planning Commission.

Should you have any questions or require additional information, please feel free to call any member of the planning staff at 615.371.2204.

Sincerely,



Jeff Dobson  
Planning and Codes Director

## **Brentwood City Commission Agenda**

**Meeting Date:** 07/24/2017

Resolution 2017-53 - Authorizing Changes to the OSRD Development Plan for the Brentwood Country Club Subdivision

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

**Department:** Planning & Codes

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### **Information**

#### **Subject**

Resolution 2017-53 authorizes changes to the OSRD Development Plan for the Brentwood Country Club Subdivision. The project is located on the west side of Franklin Road.

#### **Background**

At its regular meeting of July 5, 2017, the Planning Commission voted unanimously (ten for and zero against) to approve revisions to the preliminary plan for the Brentwood Country Club Subdivision. As part of its review, the Planning Commission also voted, again unanimously, to forward a recommendation of approval of the corresponding changes to the OSRD Development Plan for the project to the Board of Commissioners.

The approved plan reduces the amount of open space within the subdivision by reducing the area of the "golfer's easement", which is calculated as part of the open space for the project. The proposed modifications will allow an existing patio that currently extends into the easement on Lot 32, located at 501 Midway Circle,. The patio encroachment was built by a previous property owner. The reduction in the golfer's easement includes a total of 1,445 square feet or 0.03 acres. The golfer's easement for the entire project includes 14.02 acres. The subdivision provides a total of 16.75 acres of excess open space.

The homeowner's association and the golf club have approved the proposed changes.

Since the modifications affect the area of the open space, approval of the corresponding changes to the OSRD Development Plan by the Board of Commissioners is necessary, per the requirements of Section 78-185(b)2 of the zoning ordinance.

The Planning Commission also approved a revised final plat for Lot 32 as part of their July 5 agenda. The plat adjusts the boundary of the golfer's easement to accommodate the patio in accordance with the approved preliminary plan. The plat approval was contingent upon approval of the revised OSRD Development Plan by the Board of Commissioners.

Should you have any questions or require additional information, please contact the

Planning and Codes Director.

**Staff Recommendation**

Staff recommends approval of Resolution 2017-53.

**Previous Commission Action**

On April 25, 2016, the Board of Commissioners voted to approve Resolution 2016-23, which authorized a 592 sq. ft. (0.01 ac) reduction in the area of the Golfer's easement for the project.

On May 12, 2014, the Board of Commissioners approved Resolution 2014-34, which authorized changes to the amenity improvements within the permanent open space, located at the clubhouse and golf course.

At its regular meeting of January 13, 2014, the Board of Commissioners voted to approve Resolution 2014-01. The resolution authorized several alterations to the OSRD Development Plan for the Brentwood Country Club related to the amenity improvements within the permanent open space for the project.

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**Fiscal Impact**

**Attachments**

Resolution 2017-53  
Exhibit A  
Proposed Plat -- Lot 32  
Current Plan  
Vicinity Map  
PC Approval Letter

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## **RESOLUTION 2017-53**

### **A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO APPROVE AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE BRENTWOOD COUNTRY CLUB SUBDIVISION, TO ALLOW FOR A DECREASE IN THE AREA OF THE GOLFERS EASEMENT ON LOT 32 OF THE SUBDIVISION**

**WHEREAS**, Section 78-185(b) of the Code of Ordinances of the City of Brentwood, Tennessee requires that any alteration in the permanent use of open space within an OSRD development or in the type or location of structures, facilities or recreation improvements within such open space be submitted to the Planning Commission for its review and recommendation and to the Board of Commissioners for its approval by resolution; and

**WHEREAS**, the homeowner's association of the Brentwood Country Club has requested an alteration to the OSRD Development Plan for the subdivision, to include modifications to the area of the Golfer's Easement, which is calculated as part of the permanent open space for the project; and

**WHEREAS**, the changes involve a reduction in the area of the Golfer's Easement of 1,445 square feet, or 0.03 acres as it relates to Lot 32 of the project, reducing the total area of the Golfer's Easement from 14.05 acres to 14.02 acres; and

**WHEREAS**, the approved preliminary plan shows a total excess open space for the project of 16.75 acres; and

**WHEREAS**, the Brentwood Planning Commission has recommended that the Board of Commissioners approve the proposed changes.

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

**SECTION 1.** That an alteration to the OSRD Development Plan reducing the area of the Golfer's Easement by 1,445 square feet on Lot 32 of the Brentwood Country Club subdivision is hereby approved, as shown on Exhibit "A", which is 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 Jill Burgin

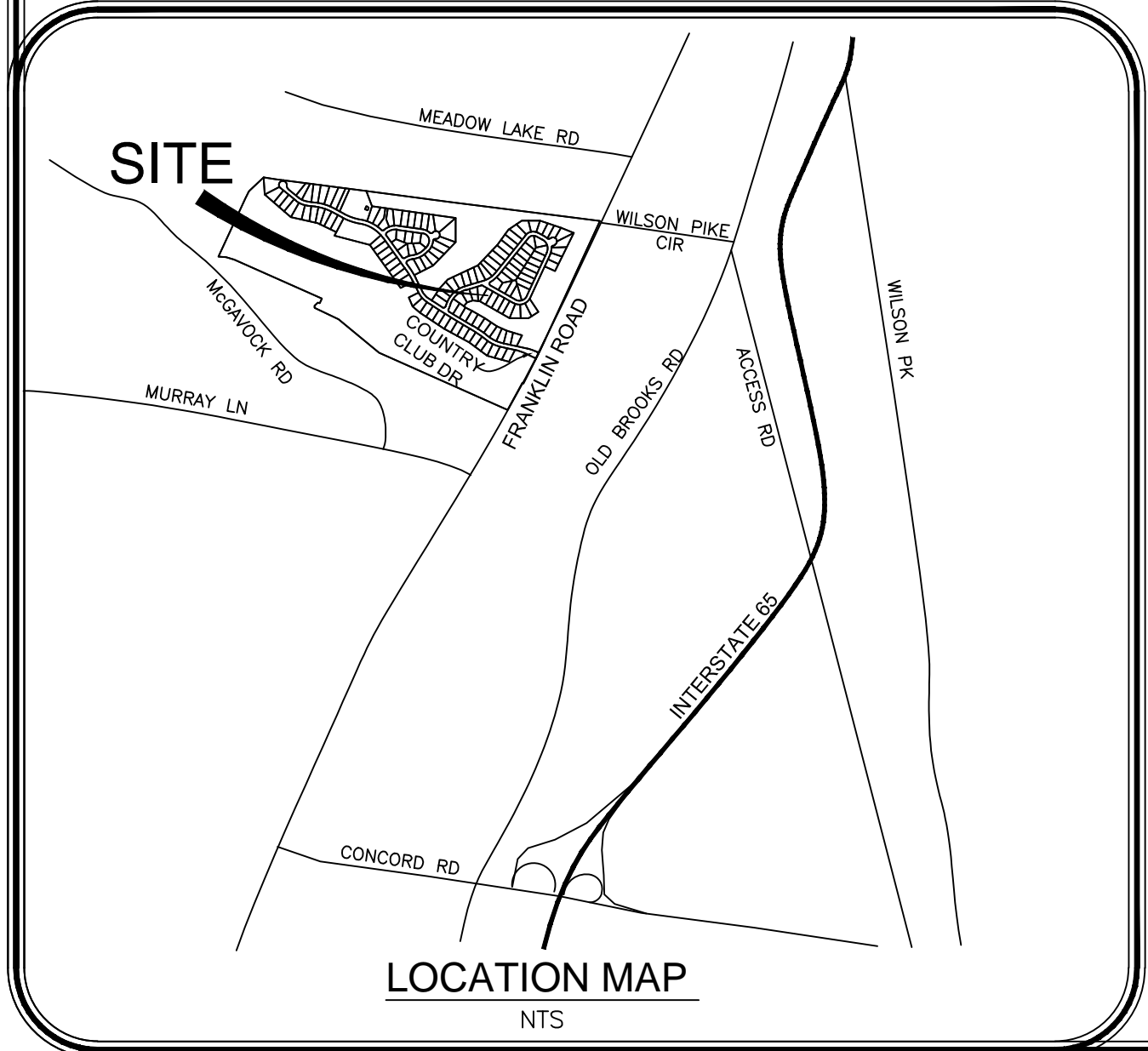
ADOPTED: \_\_\_\_\_

*Approved as to form:*

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

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





OVERALL OSRD Calculations		Acres
Total Site Area		180.27
Less Internal ROW Dedication		10.50
Total		169.77
Less Area 25% in slopes		1.90
Plus 25% of Slopes over 25%		0.48
Less Area Floodways		15.79
Plus 25% of Areas in Floodways		8.95
Total Usable Land Area (AC)		141.50
Less Area in Lots > 1.0 Acre		0.00
Total Land Area Available		141.50
Total Land Area Required @ 1 DUPA (AC)		130.00
Land Area in Lots		53.58
Open Space Required		85.42
Plus Area Goler's Easement		14.02
Total Open Space Required		99.44
Golf Course (Open Space)		111.02
Open Space - Clubhouse, Rec. Ctr.		5.17
Total Open Space Provided		116.19
EXCESS OPEN SPACE		16.75

The Goler's Easement, as shown on the recorded plat is included as part of the required open space for the project.

### LEGEND

G = GOLF COURSE AREA  
OS = OPEN SPACE AREA  
H = HISTORICAL AREA

- SLOPE OVER 25%
- GOLF COURSE
- OPEN SPACE
- FLOODWAY

### LEGEND

- CONCRETE MONUMENT (OLD)
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- SIAMENSE WATER CONNECTION
- POST INDICATOR VALVE
- CATCH BASIN
- STORM MANHOLE
- ELECTRIC MANHOLE
- SANITARY SEWER MANHOLE (UNLESS OTHERWISE NOTED)
- LIGHT STANDARD
- YARD LIGHT
- ELECTRIC BOX
- BOLLARD
- SIGN
- GAS VALVE
- ASPHALT SURFACE
- UTILITY POLE
- TELEPHONE RISER
- CABLE TV BOX
- OVERHEAD POWER LINE
- SANITARY SEWER LINE
- GAS LINE
- WATER LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND TELEPHONE LINE
- FENCE
- TOP OF CASTING
- INVERT
- ELEVATION
- FINISHED FLOOR ELEVATION
- SPOT ELEVATION
- REINFORCED CONCRETE PIPE
- REGISTER'S OFFICE FOR DAVIDSON COUNTY, TN

### GENERAL NOTES AND SITE DATA (STANDARD OSRD)

- SUBJECT PROPERTY CONSISTS OF:
  - PARCEL REFERENCES FOR RESIDENTIAL LOTS 1-15, 17-86, 88-139
  - MAP GROUP PARCELS T1P D 1.00 2.00-87.00 12L C 2.00-20.00, 21.01-57.00
  - PARCEL REFERENCES FOR GOLF COURSE OPEN SPACES AND AMENITY LOTS
  - GOLF COURSE-OPEN SPACE AREA AMENITY LOTS 143 AND 144
  - MAP GROUP PARCELS T1P D 1.01 12L C 1.00 & 21.00
- PROPERTY OWNERS: BRENTWOOD COUNTRY CLUB.
- EXISTING ZONING: OSRD (OPEN SPACE RESIDENTIAL DEVELOPMENT).
- GROSS SITE AREA: 180.17 ACRES.
- BOUNDARY INFORMATION TAKEN FROM PLATS OF RECORD.
- TOPOGRAPHIC INFORMATION TAKEN FROM CITY OF BRENTWOOD MAPPING.
- NUMBER OF PROPOSED LOTS: 146.
- PROPOSED DENSITY: 139/180.27 = 0.77 DU./ACRE.
- MAXIMUM BUILDING COVERAGE OF PROPOSED LOTS: 25%.
- EACH PROPOSED LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES.
- MINIMUM BUILDING SETBACKS:
  - FRONT - 30'
  - SIDE - 15'
  - ABUTTING A STREET: 30'
  - REAR - 20'
  - ABUTTING PROJECT PERIMETER - 35'
  - ABUTTING MEADOW LAKE SUBDIVISION - 75'
- ALL ELECTRIC SERVICE FOR THE PROPOSED DEVELOPMENT SHALL BE UNDERGROUND. ALL PUBLIC UTILITIES SHALL BE SUBJECT TO THE APPROVAL OF THE APPLICABLE UTILITY COMPANIES.
- LOTS DESIGNATED AS TRANSITIONAL SHALL REQUIRE DETAILED SITE AND GRADING PLANS REVIEW BY THE CITY ENGINEER PRIOR TO ISSUANCE OF A BUILDING PERMIT.
- GOLF GREENS AND GOLF CART PATH LOCATIONS ARE APPROXIMATE AND SUBJECT TO REVISION.
- THIS PRELIMINARY PLAN IS SUBJECT TO A THREE YEAR VESTING PERIOD, DURING WHICH THE DEVELOPMENT STANDARDS IN EFFECT ON THE DATE OF APPROVAL WILL REMAIN THE STANDARDS APPLICABLE TO THIS PLAN. IF UPON EXPIRATION OF THE VESTING PERIOD, DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAN MAY BE SUBJECT TO STANDARDS OTHER THAN THOSE THAT WERE APPLICABLE DURING THE VESTING PERIOD. THE VESTING PERIOD FOR THIS PLAN EXPIRES ON JULY 5, 2020, UNLESS EXTENDED BY THE CITY OF BRENTWOOD. PERSONS RELYING ON THIS PLAN AFTER SAID DATE SHOULD CONTACT THE CITY OF BRENTWOOD TO DETERMINE IF DEVELOPMENT MAY CONTINUE AS DEPICTED ON THE PLAN.

06/05/17 - THE PURPOSE OF THIS REVISION IS TO REVISE THE GOLFERS EASEMENT ON LOT 32.

### LOT AREA TABLE

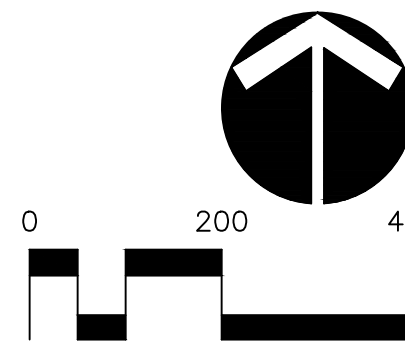
LOT	SQ. FT. +/-	ACRES +/-	LOT	SQ. FT. +/-	ACRES +/-	LOT	SQ. FT. +/-	ACRES +/-
1	15405	0.35	49	19106	0.44	97	18851	0.43
2	14889	0.34	50	17930	0.41	98	15070	0.35
3	14943	0.34	51	17980	0.41	99	18400	0.42
4	14036	0.32	52	17633	0.40	100	15000	0.34
5	14101	0.32	53	17245	0.40	101	18432	0.42
6	14114	0.32	54	17446	0.40	102	17833	0.41
7	14010	0.32	55	18014	0.41	103	21298	0.49
8	14183	0.33	56	18583	0.43	104	16020	0.37
9	14558	0.33	57	15626	0.36	105	19547	0.45
10	14952	0.34	58	15505	0.36	106	19441	0.45
11	15003	0.34	59	16493	0.38	107	14161	0.33
12	14758	0.34	60	16231	0.37	108	14818	0.34
13	14608	0.34	61	15147	0.35	109	14277	0.33
14	14474	0.33	62	16079	0.37	110	14101	0.32
15	31083	0.71	63	15897	0.36	111	15059	0.35
17	15416	0.35	64	16288	0.37	112	14337	0.33
18	14014	0.32	65	14297	0.33	113	14470	0.33
19	14246	0.33	66	16917	0.39	114	14165	0.33
20	14181	0.33	67	14332	0.33	115	14126	0.32
21	14656	0.34	68	14055	0.32	116	17789	0.41
22	15068	0.35	69	14960	0.34	117	16733	0.38
23	14874	0.34	70	15072	0.35	118	16150	0.37
24	14363	0.33	71	16948	0.39	119	16150	0.37
25	14141	0.32	72	15069	0.35	120	16150	0.37
26	14583	0.33	73	14998	0.34	121	16150	0.37
27	14358	0.33	74	14310	0.33	122	16150	0.37
28	15095	0.35	75	14009	0.32	123	15205	0.35
29	14110	0.32	76	14007	0.32	124	16442	0.38
30	14151	0.32	77	14001	0.32	125	18098	0.42
31	14608	0.34	78	13996	0.32	126	15398	0.35
32	16149	0.37	79	14115	0.32	127	15091	0.35
33	16150	0.37	80	13963	0.32	128	16577	0.38
34	16148	0.37	81	13873	0.32	129	17106	0.39
35	14247	0.33	82	14501	0.33	130	21155	0.49
36	17141	0.39	83	17801	0.41	131	19004	0.45
37	17648	0.41	84	18374	0.43	132	16949	0.39
38	18648	0.43	85	19625	0.45	133	16749	0.38
39	16890	0.39	86	16858	0.39	134	21744	0.50
40	14141	0.32	88	18502	0.42	135	30760	0.71
41	14006	0.32	89	14033	0.32	136	26643	0.61
42	15867	0.36	90	13999	0.32	137	24021	0.55
43	20965	0.48	91	14992	0.34	138	23786	0.55
44	18237	0.42	92	14888	0.34	139	28575	0.66
45	14066	0.32	93	18814	0.43	141	24162	0.55
46	14198	0.33	94	17807	0.41	142	23315	0.54
47	14036	0.32	95	36335	0.83			
48	15105	0.35	96	34449	0.79			

TOTAL NO. OF LOTS  
139 2333964 53.58

### OPEN SPACE TABLE

OS LOT	SQ. FT. +/-	ACRES +/-
143	114137	2.62
144	110935	2.55
A	3239920	74.38
B	1596172	36.64
	5061164	116.19

UTILITY PROVIDERS:  
ELECTRICITY: NASHVILLE ELECTRIC SERVICE (615) 736-6900  
WATER AND SEWER: MR. CHRIS MILTON CITY OF BRENTWOOD (615) 371-2241  
NATURAL GAS: ATOMS ENERGY CORPORATION (615) 794-2596  
TELEPHONE: AT&T (615) 269-6563



## OSRD PLAN FOR BRENTWOOD COUNTRY CLUB

RAGAN SMITH  
LAND PLANNERS • CIVIL ENGINEERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
1000 N. WILSON PIKE, SUITE 200  
NASHVILLE, TN 37203  
(615) 244-0801  
www.ragan-smith.com

06/20/2017 REVISED PER CITY COMMENTS

06/05/2016 REVISED PER CITY COMMENTS  
05/17/2016 REVISED PER CITY COMMENTS  
05/02/2016 REVISED PER CITY COMMENTS  
04/22/2016 REVISED PER CITY COMMENTS  
04/22/2016 REVISED PER CITY COMMENTS  
04/22/2016 REVISED PER CITY COMMENTS  
04/22/2016 REVISED PER CITY COMMENTS

DATE: November 4, 2013  
DESIGNED: K. Guenther  
DRAWN: D. Krikorian  
SCALE: 1"=200'  
JOB NO: WK. ORDER  
13-060  
9781

### OSRD PLAN



GENERAL NOTES

1. THE PURPOSE OF RECORDING THIS PLAT IS TO REVISE THE GOLFERS EASEMENT ON LOT 32.
2. BEARINGS SHOWN HEREON ARE BASED ON TENNESSEE COORDINATE SYSTEM OF 1983.
3. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS NO LESS THAN THREE (3) NOR MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL, DIAL 811.
4. BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THE PROPERTY LIES WITHIN FLOOD ZONE "X" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47187C0093G, WITH AN EFFECTIVE DATE OF DECEMBER 22, 2016, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT; COMMUNITY NO. 470205, PANEL NO. 0093, SUFFIX G, RESPECTIVELY, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "X" UNDER "OTHER AREAS" AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."
5. EXISTING ZONING: OSRD (OPEN SPACE RESIDENTIAL DEVELOPMENT).
6. EACH PROPOSED LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES.
- MINIMUM BUILDING SETBACKS:  
FRONT - 30'  
SIDE - 15'  
REAR - AS SHOWN
7. ALL ELECTRIC SERVICE FOR THE PROPOSED DEVELOPMENT SHALL BE UNDERGROUND. ALL PUBLIC UTILITIES SHALL BE SUBJECT TO THE APPROVAL OF THE APPLICABLE UTILITY COMPANIES.
8. I HEREBY STATE THAT THIS SURVEY WAS DONE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE AND THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS < 1:15,000 AS SHOWN HEREON.
- BY: Kevin L. Birdwell DATE: 6-20-17  
KEVIN L. BIRDWELL, R.L.S. NO. 1797
9. THE OPEN SPACE IS THE SAME PROPERTY CONVEYED TO BRENTWOOD COUNTRY CLUB HOMEOWNER'S ASSOCIATION BY DEED OF RECORD IN BOOK 670, PAGE 193, R.O.W.C.T. AND LEASED TO BRENTWOOD COUNTRY CLUB BY DEED OF RECORD IN BOOK 670, PAGE 214, R.O.W.C.T.
10. THE GOLFERS EASEMENTS AND GOLF CART EASEMENTS ARE SUBJECT TO THE TERMS OF THE QUITCLAIM DEED OF RECORD IN BOOK 670, PAGE 193, R.O.W.C.T. AND WERE LEASED TO BRENTWOOD COUNTRY CLUB BY DEED OF RECORD IN BOOK 670, PAGE 214, R.O.W.C.T.
11. THIS PROPERTY IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD IN BOOK 670, PAGE, 149, R.O.W.C.T. BY-LAWS WERE AMENDED OF RECORD IN BOOK 1252, PAGE 104, BOOK 1579, PAGE 444, BOOK 2071, 241 AND BOOK 5731, PAGE 406, R.O.W.C.T.
12. MRS. JUDITH S. PARTAIN MADE APPLICATION TO THE BRENTWOOD COUNTRY CLUB HOA ARCHITECTURAL REVIEW BOARD FOR PATIO IMPROVEMENTS. THE APPLICATION WAS APPROVED AND SIGNED BY MR. WILL KOENIG, PRESIDENT OF THE HOMEOWNER'S ASSOCIATION, ON JUNE 1, 2017.
13. THE RECORDING OF THIS PLAT VOIDS, VACATES, AND SUPERSEDES THE RECORDING OF LOT 32 AS SHOWN ON THE FINAL PLAT ENTITLED "BRENTWOOD COUNTRY CLUB" OF RECORD IN PLAT BOOK 11, PAGE 44, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.
14. THIS FINAL PLAT IS SUBJECT TO A VESTING PERIOD, DURING WHICH THE DEVELOPMENT STANDARDS IN EFFECT ON THE DATE OF APPROVAL WILL REMAIN THE STANDARDS APPLICABLE TO THIS PLAN. UPON EXPIRATION OF THE VESTING PERIOD, DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAT MAY BE SUBJECT TO STANDARDS OTHER THAN THOSE THAT WERE APPLICABLE DURING THE VESTING PERIOD. THE VESTING PERIOD FOR THIS PLAT EXPIRES ON \_\_\_\_\_, UNLESS EXTENDED BY THE CITY OF BRENTWOOD. PERSONS RELYING ON THIS PLAT AFTER SAID DATE SHOULD CONTACT THE CITY OF BRENTWOOD TO DETERMINE IF DEVELOPMENT MAY CONTINUE AS DEPICTED ON THE PLAN.
15. THE ROCK WALL TREE WELL IMPROVEMENTS SHOWN HEREON EXTENDS 4.6'x16.1' ONTO LOT 32 FROM THE ADJACENT LOT 33, PER RAGAN-SMITH ASSOCIATES FIELD LOCATIONS AND EMAIL FROM MR. LEON PARTAIN REGARDING IMPROVEMENTS FROM ADJOINING LOT 33.

PROPERTY MAP REFERENCE

BEING PARCEL NUMBER 32.00 AS SHOWN ON WILLAMSON COUNTY PROPERTY MAP NUMBER 11P, GROUP D.

PLAT REFERENCE

BEING LOT 32 AS SHOWN ON THE FINAL PLAT ENTITLED "BRENTWOOD COUNTRY CLUB" OF RECORD IN PLAT BOOK 11, PAGE 44, REGISTER'S OFFICE FOR WILLAMSON COUNTY, TENNESSEE

DEED REFERENCE

BEING THE PROPERTY CONVEYED TO JUDITH S. PARTAIN FROM EARL L. BRAMWELL AND WIFE, ANNE P. BRAMWELL OF RECORD IN BOOK 6110, PAGES 990, REGISTER'S OFFICE FOR WILLAMSON COUNTY, TENNESSEE.

OVERALL OSRD CALCULATIONS

ACRES	
TOTAL SITE AREA	180.27
LESS INTERNAL ROW DEDICATION	10.50
TOTAL	169.77
LESS AREA 25% IN SLOPES	1.90
PLUS 25% OF SLOPES OVER 25%	0.48
LESS AREAS FLOODWAYS	35.79
PLUS 25% OF AREAS IN FLOODWAYS	8.95
TOTAL USABLE LAND AREA (AC)	141.50
LESS AREA IN LOTS > 1.0 ACRE	0.00
TOTAL LAND AREA AVAILABLE	141.50
TOTAL LAND AREA REQUIRED @ 1 DUPA (AC)	139.00
LAND AREA IN LOTS	53.58
OPEN SPACE REQUIRED	85.42
PLUS AREA GOLFERS' EASEMENT	14.02
TOTAL OPEN SPACE REQUIRED	99.44
GOLF COURSE (OPEN SPACE)	111.02
OPEN SPACE--CLUBHOUSE, RECREATION CENTER	5.17
TOTAL OPEN SPACE PROVIDED	116.19
EXCESS OPEN SPACE	16.75

THE GOLFERS' EASEMENT, AS SHOWN ON THE RECORDED PLATS IS INCLUDED AS PART OF THE REQUIRED OPEN SPACE FOR THE PROJECT.

EXISTING GOLFERS' EASEMENT AREA	
SQ. FT.±	ACRES±
8,499	0.19

PROPOSED GOLFERS' EASEMENT AREA	
SQ. FT.±	ACRES±
7,054	0.16

LEGEND

- IR(N) IRON ROD (NEW)  
(5/8" x 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")
- AC AIR CONDITIONER
- M.B.S.L. MINIMUM BUILDING SETBACK LINE
- P.U.D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
- R.O.W.C.T. REGISTER'S OFFICE FOR WILLAMSON COUNTY, TN
- SANITARY SEWER MANHOLE
- SA— SANITARY SEWER LINE
- W— WATER LINE
- TRANSFORMER PAD
- TELEPHONE RISER
- CABLE TV BOX
- \* LIGHT STANDARD
- ③ LOT NUMBER

TOTAL LOT 32 AREA = 16,149 SQ. FT. OR 0.37 ACRES±

<b>CERTIFICATE OF OWNERSHIP &amp; DEDICATION OF EASEMENTS</b> I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE OPEN SPACE AND GOLFERS EASEMENTS SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS REVISION TO THE GOLFERS EASEMENT WITH MY (OUR) FREE CONSENT. OWNER NAME: <u>BRENTWOOD COUNTRY CLUB HOMEOWNERS ASSOCIATION</u> BY: <u>WILLIAM KOENIG</u> TITLE: <u>BCC HOA BOARD PRESIDENT</u> DATE: _____	<b>CERTIFICATE OF APPROVAL OF STREET NAMES</b> I HEREBY CERTIFY THAT THE WILLAMSON COUNTY DEPARTMENT OF EMERGENCY COMMUNICATIONS HAS APPROVED THE STREET NAMES.  WILLAMSON COUNTY DEPARTMENT OF EMERGENCY COMMUNICATIONS _____ DATE _____	<b>CERTIFICATE OF PROVISION OF ELECTRICAL SERVICE</b> I HEREBY CERTIFY THAT THE REQUIREMENTS SET FORTH IN RULES, REGULATIONS, BY-LAWS, POLICY AND OPERATIONAL BULLETINS, PLAT APPROVAL CHECKLIST AND TREE PLANTING GUIDELINES HAVE BEEN MET FOR THE ELECTRICAL PROVIDER NAMED BELOW. ANY APPROVAL IS AT ALL TIMES CONTINGENT UPON CONTINUING COMPLIANCE WITH THE AFOREMENTIONED REQUIREMENTS.  NASHVILLE ELECTRIC SERVICE _____ DATE _____	<b>CERTIFICATE OF APPROVAL OF SUBDIVISION NAME</b> I HEREBY CERTIFY THAT THE CITY OF BRENTWOOD HAS APPROVED THE SUBDIVISION NAME.  SECRETARY, PLANNING COMMISSION _____ DATE _____	<b>OWNER DEVELOPER</b> JUDITH S. PARTAIN 501 MIDWAY CIRCLE BRENTWOOD, TENNESSEE 37027 (615) 347-1050	<b>SURVEYOR</b> RAGAN-SMITH ASSOCIATES, INC. KEVIN L. BIRDWELL, RLS 315 WOODLAND STREET NASHVILLE, TENNESSEE 37206 (615) 244-8591
<b>CERTIFICATE OF OWNERSHIP &amp; DEDICATION</b> I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. OWNER NAME: <u>JUDITH S. PARTAIN</u> BY: _____ TITLE: _____ DATE: _____	<b>CERTIFICATE OF ACCURACY</b> I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT COPY OF THE SURVEY REQUIRED BY THE SPECIFICATIONS OF THE CITY OF BRENTWOOD.  BRENTWOOD CITY PLANNING COMMISSION  NAME: <u>RAGAN-SMITH ASSOCIATES, INC.</u> BY: <u>Kevin L. Birdwell</u> DATE: <u>6-20-17</u>	<b>CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS</b> I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED "BRENTWOOD COUNTRY CLUB, REVISION TO LOT 32" HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT APPLICABLE REGULATIONS.  SEWER SYSTEM _____ 20 _____ AUTHORIZED APPROVING AGENT (CITY OF BRENTWOOD)  WATER SYSTEM _____ 20 _____ AUTHORIZED APPROVING AGENT (CITY OF BRENTWOOD)	<b>CERTIFICATE OF APPROVAL OF STREETS</b> I HEREBY CERTIFY THAT ALL STREETS DESIGNATED ON THE FINAL SUBDIVISION PLAT ENTITLED "BRENTWOOD COUNTRY CLUB, REVISION TO LOT 32" HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH CURRENT APPLICABLE REGULATIONS.  _____, 20_____ DATE  CITY OF BRENTWOOD DIRECTOR OF ENGINEERING	<b>CERTIFICATE OF APPROVAL FOR RECORDING</b> I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BRENTWOOD, WITH THE EXCEPTION OF SUCH VARIANCES AND/OR MODIFICATIONS, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE CITY RECORDER.  _____, 20_____ DATE  SECRETARY, PLANNING COMMISSION	<b>FINAL SUBDIVISION PLAT</b> CITY OF BRENTWOOD WILLAMSON COUNTY, TENNESSEE NET AREA: <u>0.37 ACRES±</u> TOTAL LOTS: <u>1</u> ACRES NEW ROAD: <u>N/A</u> CIVIL DISTRICT: <u>15TH</u> MILES NEW ROAD: <u>N/A</u> CLOSURE ERROR: <u>1:15000±</u> OWNER: <u>JUDITH S. PARTAIN</u> SURVEYOR: <u>RAGAN - SMITH - ASSOCIATES, INC.</u> SCALE: 1"=20'



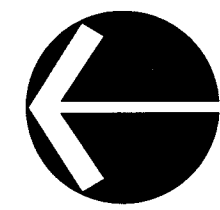
# OSRD PLAN FOR BRENTWOOD COUNTRY CLUB

## OSRD PLAN

└─

REVIEWS	
1	11/19/2013 (JDK) PER CITY COMMENTS
2	04/22/2014 COUNTRY COUNCIL ADOPTED ADJUSTMENTS
3	04/24/2014 REVISED PER CITY COMMENTS
4	02/07/14 ESMAT REVISION PER CITY COMMENTS
5	02/12/2016 REVISED PER CITY COMMENTS
6	03/22/2016 REVISED PER CITY COMMENTS
7	03/29/2016 REVISED PER CITY COMMENTS
8	05/02/2016 REVISED PER CITY COMMENTS
9	05/01/2016 REVISED PER CITY COMMENTS

RECEIVED  
MAY 18 2016  
BY \_\_\_\_\_



Year	Number of people
1990	100
1991	200
1992	300
1993	400
1994	500
1995	600
1996	700
1997	800
1998	900
1999	1000
2000	1100

UTILITY PROVIDERS:	WATER AND SEWER:
ELECTRICITY:	MR. CHRIS MILTON
MIDDLE TENNESSEE ELECTRIC	CITY OF BRENTWOOD
MEMBERSHIP CORP.	(615) 371-2241
(615) 794-3588	
NATURAL GAS:	TELEPHONE:
ATMOS ENERGY CORPORATION	AT&T
(615) 794-2596	(615) 289-8563

## GENERAL NOTES AND SITE DATA (STANDARD OSRD)

- 1. SUBJECT PROPERTY CONSISTS OF:**

## PARCEL REFERENCES FOR GOLF COURSE

PARCEL REFERENCES FOR RESIDENTIAL						OPEN SPACES AND AMENITY LOTS					
LOTS 1-15, 17-88, 98-139			GOLF COURSE—OPEN SPACE AREA			AMENITY LOTS 143 AND 144					
MAP	GROUP	PARCELS	MAP	GROUP	PARCELS	MAP	GROUP	PARCELS			
1P	D	1.00, 2.00—87.00	11P	D	1.01	12L	C	1.00 & 21.00			
		0.00									

2. PROPERTY OWNERS: BREXWOOD COUNTRY CLUB.
3. EXISTING ZONING: ORD (OPEN SPACE RECREATION DEVELOPMENT).
4. EXISTING LOT AREA: 1.00 ACRES.
5. BOUNDARY INFORMATION TAKEN FROM PLATS OF BREXWOOD.
6. TOPOGRAPHIC INFORMATION TAKEN FROM CITY OF BREXWOOD.
7. NUMBER OF PROPOSED LOTS: 146.
8. PROPOSED DENSITY: 139/180.27 ACRES.
9. PROPOSED COVERAGE: 60.27%.
10. PROPOSED LOT SIZE: 1.00 ACRES.
11. EACH PROPOSED LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES.
12. MINIMUM BUILDING SETBACKS:
  - a. SIDE - 15'
  - b. SIDE ABUTTING A STREET: 30'
  - c. ABUTTING PROJECT PERMITTER - 35'
  - d. ABUTTING MEADOW LAKE SUBDIVISION - 75'
13. ALL ELECOTRICAL AND ALL PUBLIC UTILITIES SHALL BE UNDERGROUND. ALL PUBLIC UTILITIES SHALL BE SUBJECT TO THE APPROVAL OF THE APPLICABLE UTILITY COMPANIES.
14. LOTS DESIGNED AS TOWNHOMES SHALL BE REQUIRED TO PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER UNIT.
15. LOTS DESIGNED AS TOWNHOMES SHALL BE REQUIRED TO PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER UNIT.
16. GOLF GREENS AND GOLF CART PARK LOCATIONS ARE APPROXIMATE AND SUBJECT TO REVISION. DEVELOPMENT STANDARDS IN EFFECT ON THE DATE OF APPROVAL WILL REMAIN THE STANDARDS APPLICABLE TO THIS PLAN. IF, UPON EXPIRATION OF THE VESTING PERIOD, DEVELOPMENT OF THIS PLAN IS CONTINUED, THE VESTING PERIOD SHALL BE EXTENDED BY ONE YEAR. THE STANDARDS THAT WERE APPLICABLE DURING THE VESTING PERIOD, THE VESTING PERIOD FOR THIS PLAN EXPIRES ON JUNE 6, 2019, UNLESS EXTENDED BY THE CITY OF BREXWOOD. PERSONS RELYING ON THE STANDARDS IN EFFECT ON THE DATE OF APPROVAL OF THIS PLAN TO DETERMINE IF DEVELOPMENT MAY CONTINUE AS DEPicted ON THE PLAN.

05/02/16 - THE PURPOSE OF THIS REVISION IS TO REVISE THE GOLFERS EASEMENT ON LOT 98.

## LOT AREA TABLE

[illegible]

## OPEN SPACE TABLE

OS LOT	SQ. FT. +/-	ACRES +/-
143	114137	2.62
144	110935	2.55
A	3239920	74.38
B	1596172	36.64
	5061164	116.19



## LEGEND

G = GOLF COURSE AREA  
OS = OPEN SPACE AREA  
H = HISTORICAL AREA



SLOPE OVER 25%

GOLF COURSE

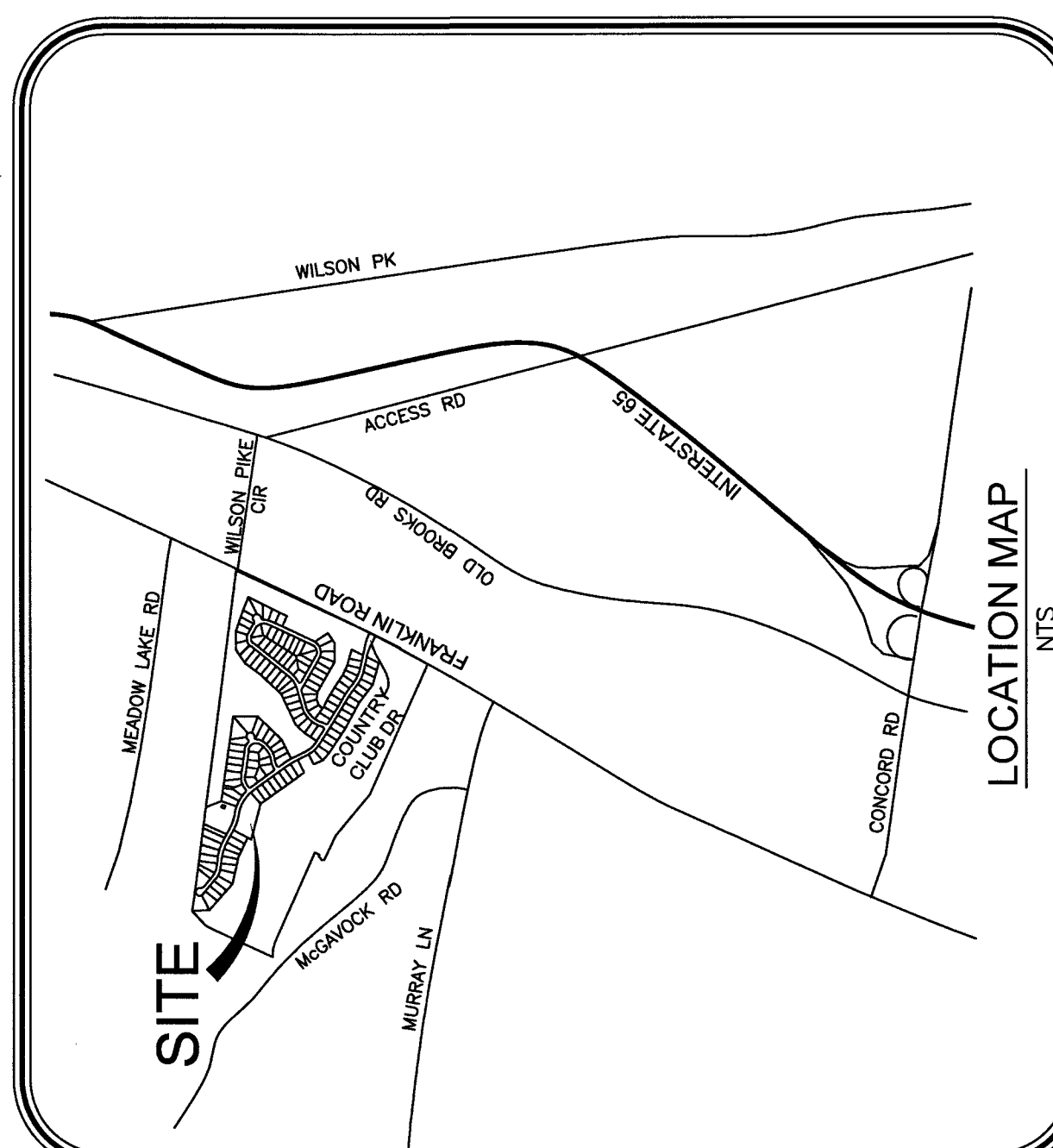
OPEN SPACE



**FLOODWAY**

OVERALL OSD CALCULATIONS		Acres
Total Site Area		189.27
Less: Internal Road Dedication		3.59
Total		169.77
Less: Area 25% in Slopes	1.00	
Less 25% of Slopes over 25%	0.48	
Less 25% of Area in Floodways	8.95	
Total	10.43	
Less: 10% of Land Area (10%)	10.50	
Less Area in Zone 2-10 Area	0.00	
Total Land Area Available	147.84	
Total Land Area Required @ 1 DINA (14%)	139.00	
Land Area in Low	53.58	
Open Space Required	85.42	
Pine Area Golfers' Easement	1.00	
Total Open Space Required	99.47	
Golf Course (Open Space)	11.02	
Open Space @ 2.00 Acres, Max. Csr.	5.17	
Total Open Space Available	110.62	
EXCESS OPEN SPACE	16.72	

The Golfer's Easement, as shown on the recorded plats is included as part of the required open space for the project.







Lot 32



JILL BURGIN  
MAYOR  
MARK GORMAN  
VICE MAYOR  
KIRK BEDNAR  
CITY MANAGER



COMMISSIONERS  
BETSY CROSSLEY  
ANNE DUNN  
RHEA E. LITTLE, III  
REGINA SMITHSON  
KEN TRAVIS

## City of Brentwood

### Planning & Codes Department

July 12, 2017

Mr. Kevin Birdwell  
Ragan Smith Associates  
315 Woodland Street  
Nashville, TN 37206

**RE: BPC1706-005 REVISED PRELIMINARY PLAN – BRENTWOOD COUNTY CLUB,  
ZONING OSRD**

Dear Mr. Birdwell:

At its July 5, 2017, regular meeting, the Brentwood Planning Commission voted to approve a revised preliminary plan for Brentwood Country Club. As part of the review, the Planning Commission also voted to forward a recommendation of approval to the Board of Commissioners. The approved plan reduces the amount of open space by reducing the area of the Golfer's Easement, which is calculated as part of the open space for the project. This will allow an existing patio on Lot 32 which is located at 501 Midway Circle. The patio encroachment was built by a previous property owner. The reduction in the Golfer's Easement is 1,445 square feet or 0.03 acres. The Golfer's Easement includes 14.02 acres. The subdivision provides a total of 16.75 acres of excess open space.

The homeowner's association and the golf club have approved the proposed changes.

Because the proposal affects the open space for the entire project, approval of the revised OSRD Development Plan is required by the Board of Commissioners.

This approval is subject to the following conditions, which are to be addressed to the satisfaction of City staff.

1. Approval of the proposed preliminary plan shall be contingent upon approval by the Board of Commissioners of the corresponding changes to the OSRD Development Plan.
2. A preliminary site plan shall be vested for a period of three years from the date of the original approval.
3. Add the following note to the site plan;

*This site plan is subject to a three year vesting period, during which the development standards in effect on the date of approval will remain the standards applicable to this plan. If construction is not completed during the first three years, the original site plan is considered a preliminary site plan and the applicant must obtain approval of a final site plan. Development of the property shown on this plan may be subject to standards other*

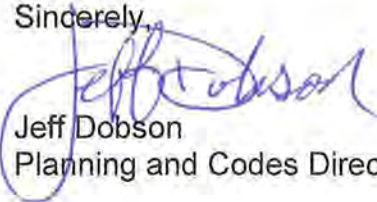
*than those that were applicable during the vesting period. The Initial vesting period for this plan expires on **July 5, 2020**, unless extended by the City of Brentwood. Persons relying on this plan after said date should contact the City of Brentwood to determine if development may continue as depicted on the plan.*

4. When the construction authorized pursuant to a site plan is not completed within three years from the date of initial approval, but the applicant desires to complete the project proposed for the site, the plan as initially approved for the project or as amended shall be considered a preliminary site plan. If the applicant secures all necessary permits, commences site preparation and obtains approval of a final site plan within the three-year vesting period following approval of the preliminary site plan, then the vesting period shall be extended an additional two years beyond the expiration of the initial three-year vesting period. During the two-year extension, the applicant must commence construction and maintain any necessary permits to remain vested.
5. If necessary permits are maintained and construction, as defined by Section 78-43, has commenced by the end of the two-year extension, then the vesting period shall remain in effect until the Planning and Codes Department has certified final completion of the project, provided the total vesting period shall not exceed ten years from the date of approval of the preliminary site plan.
6. If the construction authorized pursuant to a site plan is completed within three years from the date of approval, the site plan shall then be considered the final site plan for the project.
7. The property owner is responsible for all development fees including water and sewer service and tap fees, building permit fees and Public Works Project Fees.
8. Add the following note to the plans that are to be submitted for building permit review: "This document certifies that the building materials specified in the Planning Commission approval of this project (BPC1705-018) are likewise provided for in the plans submitted. Any deviation from the approved building materials will negate any staff approval of said plans. Proposed changes to project specifications will be submitted to the Planning Commission for further consideration.
9. Approval of the site plan does not constitute approval of the signage plan. All signs must comply with the Brentwood Sign Ordinance. A comprehensive sign package including all signs (temporary or permanent, wall or ground) shall be submitted to the Planning Department for a compliance review.
10. Provide the Planning staff with a digital copy of the proposed subdivision section and the entire project. This request is consistent with Article 2.3 of the Brentwood Subdivision Regulations. The file should be in AutoCAD .DWG or .DXF compatible format and CD-ROM. The file shall use the Tennessee State Plane coordinate system, Zone 5301, FIPS Zone 4100, NAD 83 datum. The digital copies must be received before the plat may be recorded.

11. Complete plans shall be submitted to the Planning and Codes Department for review, approval and issuance of the required permits before any work is begun. Additionally, all required electrical permits, issued by the State of Tennessee must be received before any work is begun. The required inspections must also be completed before a certificate of completion is issued for the project.
12. Deviations from the approved plan in the development of a project or the failure to satisfy any standard requirements or special conditions of approval imposed by the planning commission will be considered a violation of the provisions of the Zoning Ordinance, which shall be subject to punishment as provided in Section 1-9 of the Brentwood Municipal Code. The City may also require the applicant to appear before the Planning Commission to address any deficiencies or unapproved modifications. The project may also be subject to delays in issuance of permits, certificates of occupancy, recordation of plats or other project approvals.
13. Any changes to plans approved by the Planning Commission will require staff review and re-approval by the Planning Commission.
14. Development of this project shall comply with all applicable codes and ordinances of the City of Brentwood.
15. All previous conditions placed on the project by the Planning Commission shall remain applicable to the project.
16. Approval of the proposed plan shall be limited to the illustrations and plans presented to the Planning Commission for review and approval on **July 5, 2017**. Any changes to Planning Commission approved plans and specifications will require staff review and re-approval by the Planning Commission.

Should you have any questions or require additional information, please feel free to call any member of the planning staff at 615.371.2204.

Sincerely,



Jeff Dobson  
Planning and Codes Director



## **Brentwood City Commission Agenda**

**Meeting Date:** 07/24/2017

Resolution 2017-54 - Authorizing Changes to the OSRD-IP Development Plan for the Owl Creek Subdivision

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

**Department:** Planning & Codes

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### **Information**

#### **Subject**

Resolution 2017-54 authorizes changes to the OSRD-IP Development Plan for the Owl Creek Subdivision. The project is located on the south side of Concord Road just west of its intersection with Waller Road.

#### **Background**

At its regular meeting of July 5, 2017, the Planning Commission voted unanimously (ten for and zero against) to approve revisions to the preliminary plan for the Owl Creek Subdivision. As part of its review, the Planning Commission also voted, again unanimously, to forward a recommendation of approval of the corresponding changes to the OSRD-IP Development Plan for the project to the Board of Commissioners.

The proposed modifications to the plan include the relocation of the previously approved cabana on the shore of the existing pond along Concord Road from the western end to the eastern end of the pond, adjacent to Talmere Way. The cabana is located in Open Space 1-A.

As mentioned above, the cabana was originally approved to be located on the western side of the pond, within the same open space area. The existing slopes, which are part of the berm for the pond, in the originally proposed location required that the developer move the cabana to this new location. A fishing pier used by residents was also added to the cabana at its new location. The cabana has already been constructed at its new location. No other changes to the plan are proposed.

Approval of the revised preliminary plan by the Planning Commission is contingent upon approval of the corresponding revisions to the OSRD Development plan by the Board of Commissioners. Since the modifications affect the improvements within the open space, approval of the corresponding changes to the OSRD Development Plan by the Board of Commissioners is necessary, per the requirements of Section 78-185(b)2 of the zoning ordinance.

Should you have any questions or require additional information, please contact the

Planning and Codes Director.

### **Staff Recommendation**

Staff recommends approval of Resolution 2017-54.

### **Previous Commission Action**

On March 28, 2016 the Board of Commissioners voted to approve Resolution 2016-14, which authorized a revised design of the improvements within the island located in the roundabout at the intersection of Glenmore Lane and Cressy Lane. There is a small center landscape island within the roundabout that will be enlarged from 10 feet to 15 feet in diameter to accommodate the proposed improvements. The existing roundabout is designed as an "urban roundabout" per the Subdivision Regulations and requires a 52 foot diameter central island.

On June 24, 2014 the Board of Commissioners approved Resolution 2014-41 that authorized an increase in the number of single-family lots and an increase in the area of open space provided. The approved plan increased the number of lots from 76 to 85 lots; and increased the area of the permanent open space from 51.43 acres to 56.10 acres.

On February 24, 2014 the Board of Commissioners voted unanimously seven for and zero against (7-0) to approve Ordinance 2014-01 on second and final reading.

On January 13, 2014 the Board of Commissioners voted unanimously seven for and zero against (7-0) to approve Ordinance 2014-01 on first reading. The ordinance proposed the rezoning of approximately 10.16 acres of land located on the west side of Waller Road, approximately 1,000 feet (0.20 miles) south of its intersection with Concord Road from R-2 to OSRD-IP. More specifically, the property is located at 1015 Waller Road.

On February 25, 2013, the Board of Commissioners approved Resolution 2013-10, which authorized a decrease in the amount of open space provided, a modification of the improvements within the open space and altering the an access to the development. The proposed changes included:

1. A decrease of 3.47 acres of open space provided or from the previously approved area of 54.90 acres (68% of the total area) to a new total of 51.43 acres (66.4% of the total area);
2. Eliminating the previously approved access to Waller Road and establishing a secondary access to Jupiter Forest Lane, and
3. A modification of the improvements within the open space along Concord Road.

Other modifications included a reduction in the number of lots from 77 to 76, alterations to the internal street configuration and removal of 2.60 acres from the project for additional Concord right-of-way.

On September 8, 2008, the Board of Commissioners approved Ordinance 2008-14 on



second and final reading. The ordinance authorized the rezoning of approximately 45 acres R-2 to OSRD-IP. The subject property was intended to be combined with the property rezoned via Ordinance 2007-20. The proposed project included a total of 77 lots on 80.67 acres and was called the Shire at Owl Creek. The property is located in the southwest quadrant of the intersection of Concord and Waller Roads.

On October 22, 2007, the Board of Commissioners approved Ordinance 2007-20 on second and final reading, authorizing the rezoning of 33.86 acres from R-2 to OSRD-IP. The approved plan showed a total of 26 lots. The property was known as the Jerry Jones Property and is located south of Concord Road and east of Chestnut Springs Road.

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**Fiscal Impact**

**Attachments**

Resolution 2017-54

Exhibit A

Vicinity Map

PC Approval Letter

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**RESOLUTION 2017-54**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO APPROVE AN  
ALTERATION TO THE DEVELOPMENT PLAN FOR THE OWL CREEK  
SUBDIVISION, PROVIDING FOR A MODIFICATION OF THE PREVIOUSLY  
APPROVED IMPROVEMENTS WITHIN THE PERMANENT OPEN SPACE FOR THE  
SUBDIVISION**

**WHEREAS**, Section 78-185(b) of the Code of Ordinances of the City of Brentwood, Tennessee requires that any alteration of vehicle access for the development to existing public streets, or alteration of the permanent use of open space within an OSRD or OSRD-IP development or in the type or location of structures, facilities or recreation improvements within such open space be submitted to the Planning Commission for its review and recommendation and to the Board of Commissioners for its approval by resolution; and

**WHEREAS**, changes relating to the OSRD-IP plan for the Owl Creek subdivision are proposed, providing for an alteration and relocation of the improvements located in the permanent open space provided; and

**WHEREAS**, the proposed revisions involve the relocation of the previously approved cabana on the shore of the existing pond in Open Space 1-A and the addition of a fishing pier for the subdivision; and

**WHEREAS**, the Planning Commission has recommended that the Board of Commissioners approve the proposed open space changes.

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

**SECTION 1.** That the proposed alteration to the OSRD-IP Development Plan for the Owl Creek Subdivision is hereby approved, providing for a modification to the improvements within the permanent open space, as shown on Exhibit A, which is made a part of this resolution by reference.

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

\_\_\_\_\_  
MAYOR Jill Burgin

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

*Approved as to form:*

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

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



Owl Creek  
Tax Map 33, Parcels 2.00, 2.05, 2.06, 2.08 & 2.10  
Brentwood, Williamson County, Tennessee



Cover Sheet

Revised Preliminary Plan  
For  
Owl Creek  
Being Parcels 2.00, 2.05, 2.06, 2.08 & 2.10 on Tax Map 33  
Brentwood, Williamson County, Tennessee

NOTES:

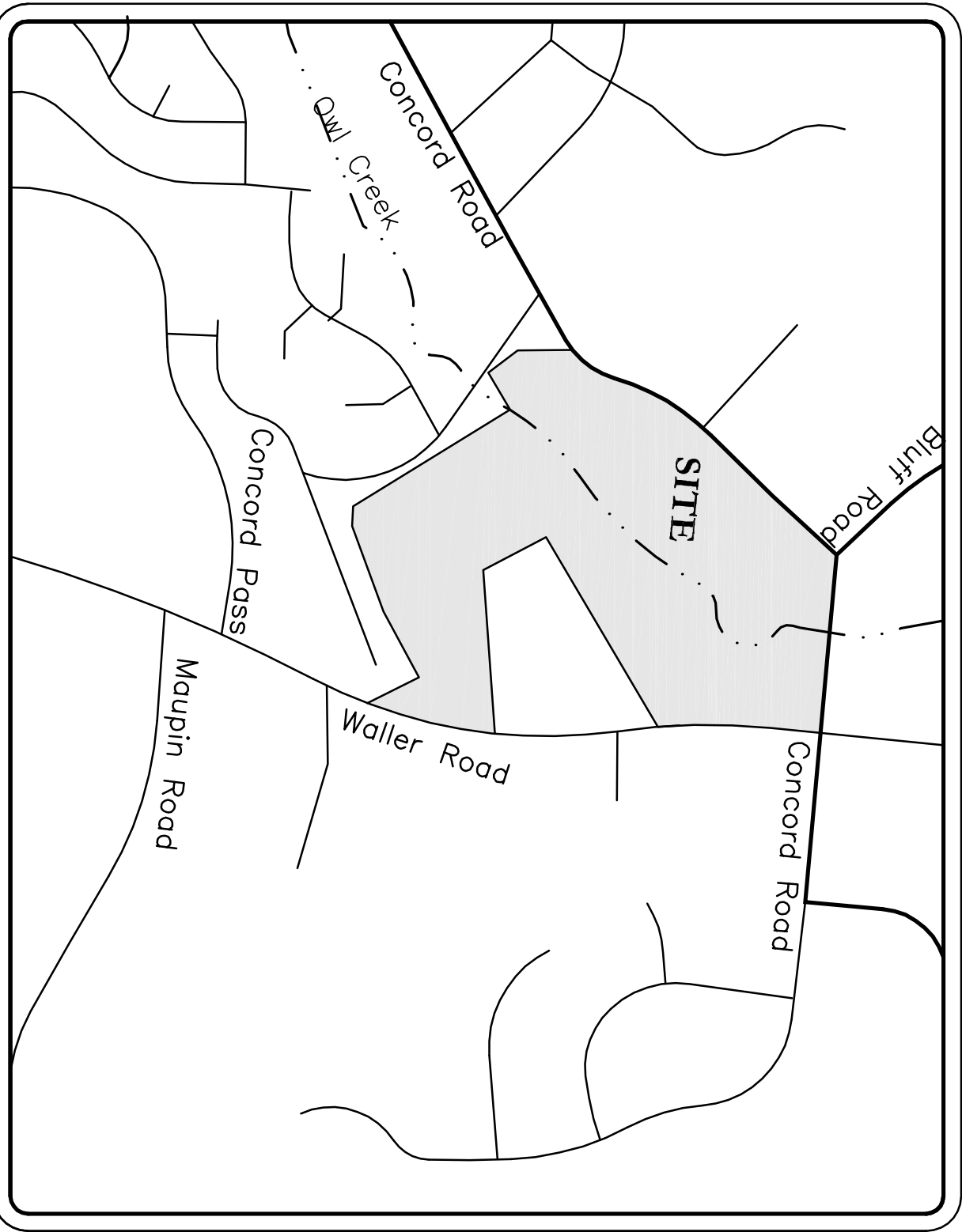
1. The Purpose of this Revised Preliminary Plan is to Revise the Existing OSRD-IP Development.
2. A Partial Survey of the Northern Portion of the Property has been provided by Dale and Associates, Inc. Some Existing Topography was created using GPS Information Imported with Drafting Software.
3. Electric Services for the Proposed Development Shall be Underground. All Public Utilities Shall be Subject to the Approval of the Appropriate Local Utility Companies. All utilities to serve the subdivision shall be placed underground.
4. Water Service Lines on the Preliminary Plan are Approximate and will be Provided by Nolensville College Grove Utility District.
5. Sanitary Sewer Lines on the Preliminary Plan are Approximate.
6. The Applicant is to Complete an Archeological Study of the Northern Portion of McMurray and Jenkins Cemetery, Map 33, Parcel 2.06 Prior to Construction.
7. A Future Extension Sign Shall be Placed in Accordance with the Requirements of the Subdivision regulations for the Stub Road Provided to the Loop Property (Tlx Map 33, Parcel 2.11).
8. All proposed units are to be single-family, detached dwelling units.
9. Any Dwelling Unit and Associated Garage Constructed throughout by an Automatic Residential Sprinkler System Installed in Accordance with National Fire Protection Association Standards and Requirements and Approved by the Fire Marshall.
10. Any Fill Placed within the FEMA Regulated Floodplain must be Offset by a Compensating Cut.
11. A Maintenance Agreement and Storm Water System Long-Term Operation and Maintenance Plan for all storm water structures and facilities must be prepared, submitted and approved per Section 56-43 of the Brentwood Code.
12. All applicable security, that meets the requirements of Article Eight of the Brentwood Subdivision Regulations must be received by staff for all required roadway, drainage, street lighting, water, sewer, landscaping, signage and amenity improvements before the plat for the first phase can be signed by the Planning Commission Secretary for recording. The landscaping security shall be posted in an amount equal to one hundred ten percent (110%) of the total cost of the materials and installation of the improvements.
13. All construction shall comply with all applicable requirements, codes and ordinances of the City of Brentwood and the State of Tennessee.

VARIANCE REQUESTS:

1. The Applicant Requests a Modification of Standards to Section 78-198(2)(d) to Allow the 100' Landscape Buffer to be Reduced to a Minimum of 35 Feet along East Property Lines that Border West Line of Moseley & Parks Property. Existing Vegetation to Provide Buffer.
2. The Applicant Requests a Modification of Standards to Section 78-198(2)(d) to Allow the 100' Landscape Buffer to be Reduced to an Average of 75 Feet along the Western Property Line that Borders the East Property Line of Chestnut Springs. The Rear Lot Lines of Chestnut Springs and the Proposed Lots shall Provide a Minimum of 45 Feet between the Lots and Existing Vegetation shall Remain to Provide Visual Screening.
3. The Applicant Requests a Modification of Standards to Section 78-512(b)(5) to have the Buffer Plantings be Relocated from the 150' Width Buffer along Concord road to Areas throughout the Proposed Lake and Park Area to Provide a more Aesthetically Pleasing and Functional Planting Schedule for the Benefit of Open Space Potentially Being Dedicated to the City.

Sheet Schedule

- 1 CO.0 Cover Sheet
- 2 C1.0 Plan Comparison Sheet
- 3 C2.0 Preliminary Layout
- 4 C3.0 Preliminary Grading & Utilities
- 5 C4.0 Landscape Plan



Vicinity Map  
Scale: 1" = 1000'

DEVELOPER/CLIENT  
REAL ESTATE SOLUTIONS GROUP, LLC  
100 SADDLE SPRINGS BLVD  
THOMPSON STATION, TENNESSEE 37179  
CONTACT: ANDRE JAECKLE  
PHONE: (973) 641-1953  
EMAIL: ajaeckle@epetformax.com

ENGINEER  
DEWEY-ESTES ENGINEERING  
2925 BERRY HILL DRIVE  
NASHVILLE, TENNESSEE 37204  
CONTACT: KEVIN ESTES, PE  
PHONE: (615) 401-9956  
EMAIL: kestes@dewey-estes.com

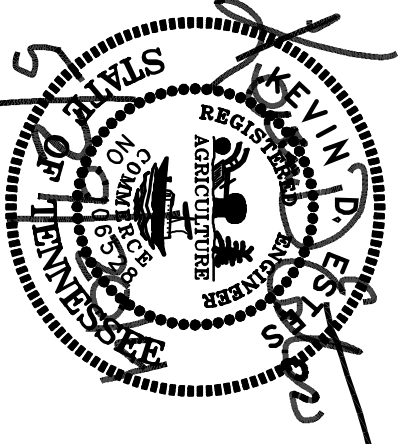
FLOODNOTE  
A FLOOD OF THIS PROPERTY FALLS WITHIN  
A FLOOD HAZARD AREA AS DEPICTED ON THE  
CURRENT FLOOD INSURANCE RATE MAP (FIRM)  
NUMBER 47187C0230F- DATED SEPT 29, 2006.

STANDARD OSRD CALCULATIONS					
	Total	Phase 1	Phase 2	Phase 3	
Total Site Area (AC)	87.60	50.06	21.53	16.01	
Less ROW (Internal)	7.97	4.15	1.41	2.41	
TOTAL	79.63	45.91	20.12	13.60	
Less Area in 25% Slopes	0.00	0.00	0.00	0.00	
Plus 25% of Areas in 25% Slopes	0.00	0.00	0.00	0.00	
Less Area in Floodway	14.93	12.50	2.43	0.00	
Plus 25% of Areas in Floodway	3.73	3.12	0.61	0.00	
Less Areas in Electrical/Gas Easements	1.92	1.92	0.00	0.00	
Plus 25% of Electrical/Gas Easements	0.48	0.48	0.00	0.00	
Total Usable Land Area (AC)	66.99	35.09	18.30	13.60	
Less Area in Lots > 1 Acre	3.91	3.91	0.00	0.00	
TOTAL LAND AREA AVAILABLE	63.08	31.18	18.30	13.60	
* Total Lots Allowed @ 1 DUPA (AC)	63	31	18	14	
Total Lots Allowed Per OSRD-IP	87	50	21	16	

\* 24 Lots are Required to have a Maximum of 2,500 Sq. Ft. of Heated

OSRD-IP CALCULATIONS					
	Total	Phase 1	Phase 2	Phase 3	
Total Site Area (AC)	87.60	50.06	21.53	16.01	
Less ROW (Internal)	7.97	4.15	1.41	2.41	
TOTAL	79.63	45.91	20.12	13.60	
Less Area in 25% Slopes	0.00	0.00	0.00	0.00	
Plus 25% of Areas in 25% Slopes	0.00	0.00	0.00	0.00	
Less Area in Floodway	14.93	12.50	2.43	0.00	
Plus 25% of Areas in Floodway	3.73	3.12	0.61	0.00	
Less Areas in Electrical/Gas Easements	1.92	1.92	0.00	0.00	
Plus 25% of Electrical/Gas Easements	0.48	0.48	0.00	0.00	
Total Usable Land Area (AC)	66.99	35.09	18.30	13.60	
Less Area in Lots > 1 Acre	3.91	3.91	0.00	0.00	
TOTAL LAND AREA AVAILABLE	63.08	31.18	18.30	13.60	
Total Land Area Required @ 1 DUPA (AC)	87.00	50.00	21.00	16.00	
Open Space Required (65.0%)	54.40	30.00	13.99	10.41	
Note: Open Space Calculation Excludes the Area within Lots One Acre or Larger in Size.					
Total Area Calculated for Open Space Requirements: 87.60 - 3.91 = 83.69 Acres	56.10	33.51	15.50	7.09	
Open Space Provided (67.0%)					

SITE DATA TABLE	
Area	87.60 Acres
Existing Zoning	OSRD-IP
Surrounding Zoning	OSRD & R2
Prop. Open Space	56.10 Acres (67.0%)
Proposed Units	85 Units





Scale 1" = 100'

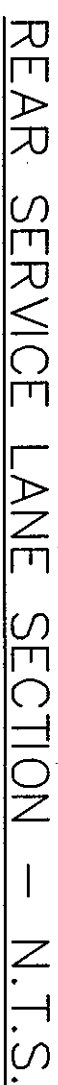
**Drawing Notes:**

Date: May 29, 2014

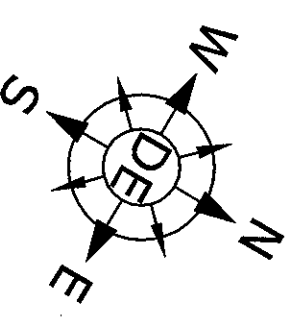
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Job No. 12012

3 of 5







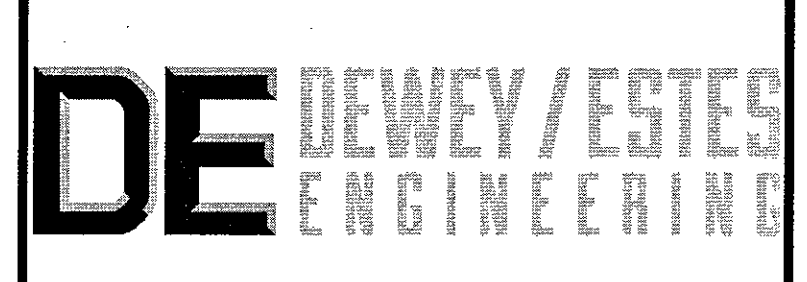
\* Denotes Lots with a Maximum Heated Living Space of 2,500 SQ. FT.

Revisions:  
Drawing Notes:

Date: May 29, 2014

# Owl Creek

Tax Map 33, Parcels 2.00, 2.05, 2.06, 2.08 & 2.10  
Brentwood, Williamson County, Tennessee

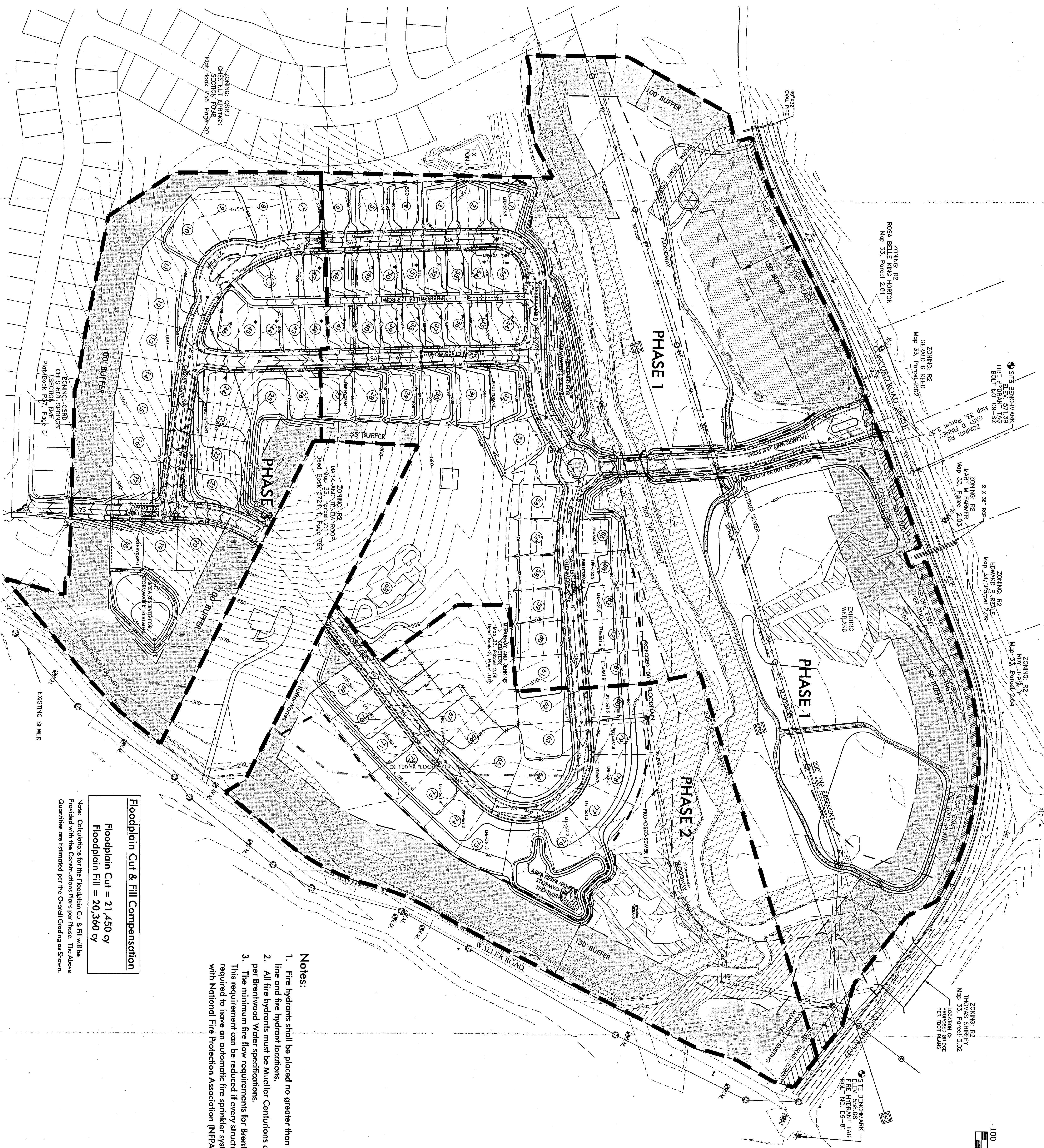


Preliminary  
Grading &  
Utilities

Job No. 12012

C3.0

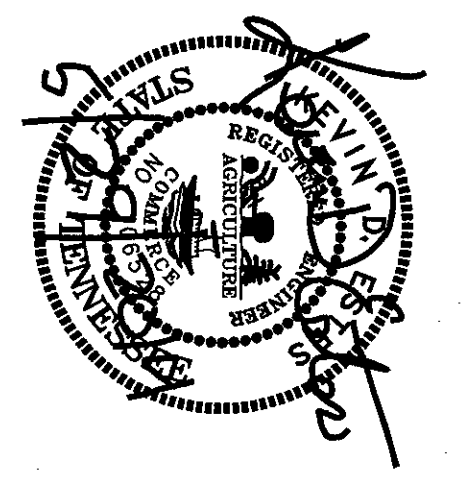
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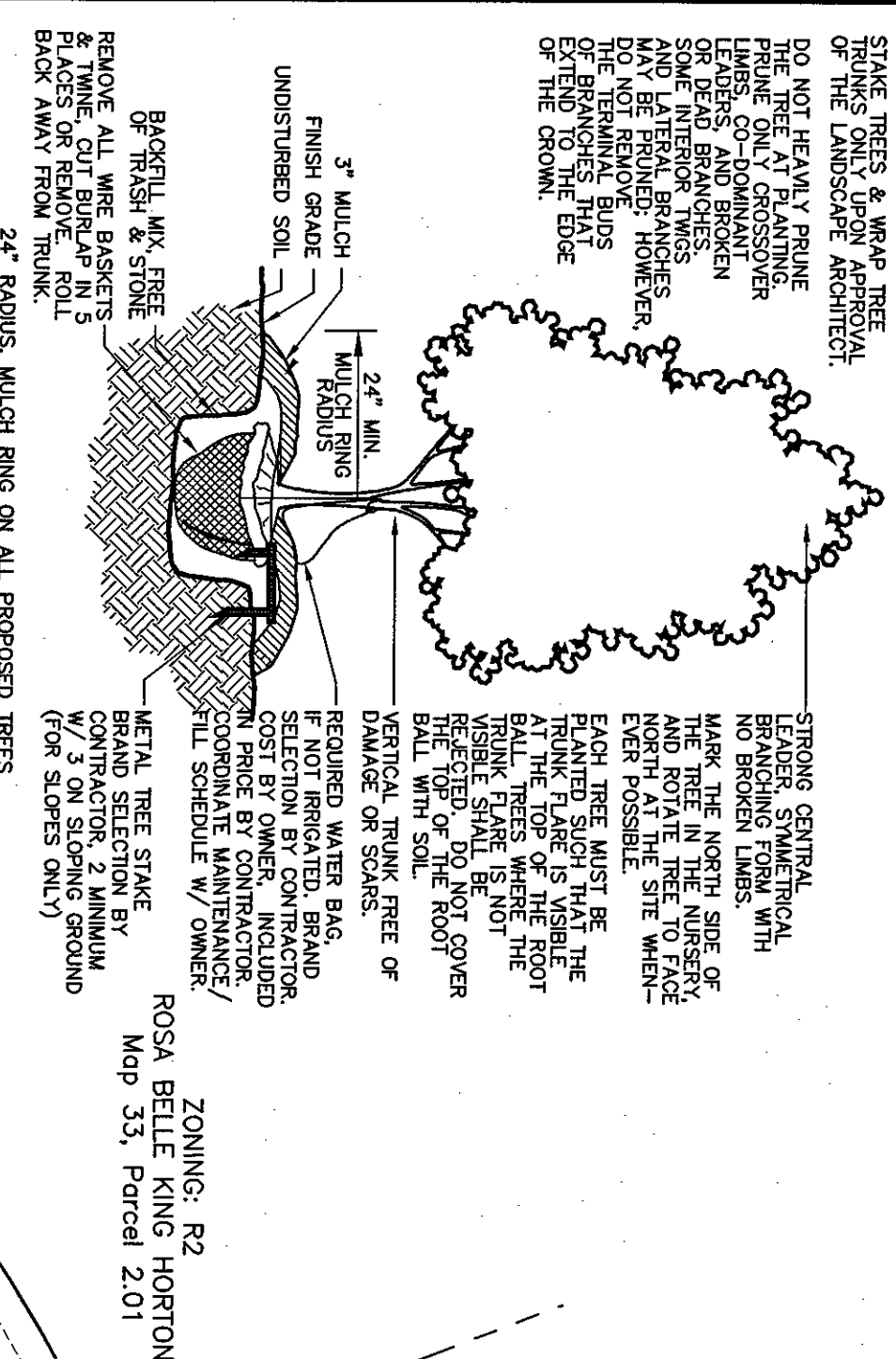
**Floodplain Cut & Fill Compensation**  
Floodplain Cut = 21,450 cy  
Floodplain Fill = 20,360 cy

Note: Calculations for the Floodplain Cut & Fill will be provided with the Construction Plans per Phase. The Above Quantities are Estimated per the Overall Grading as Shown.

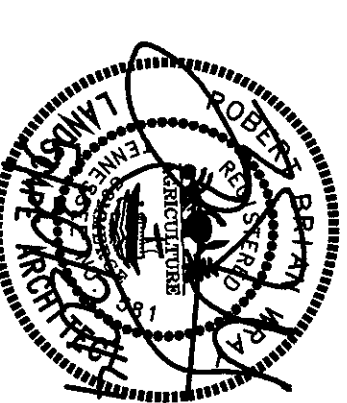
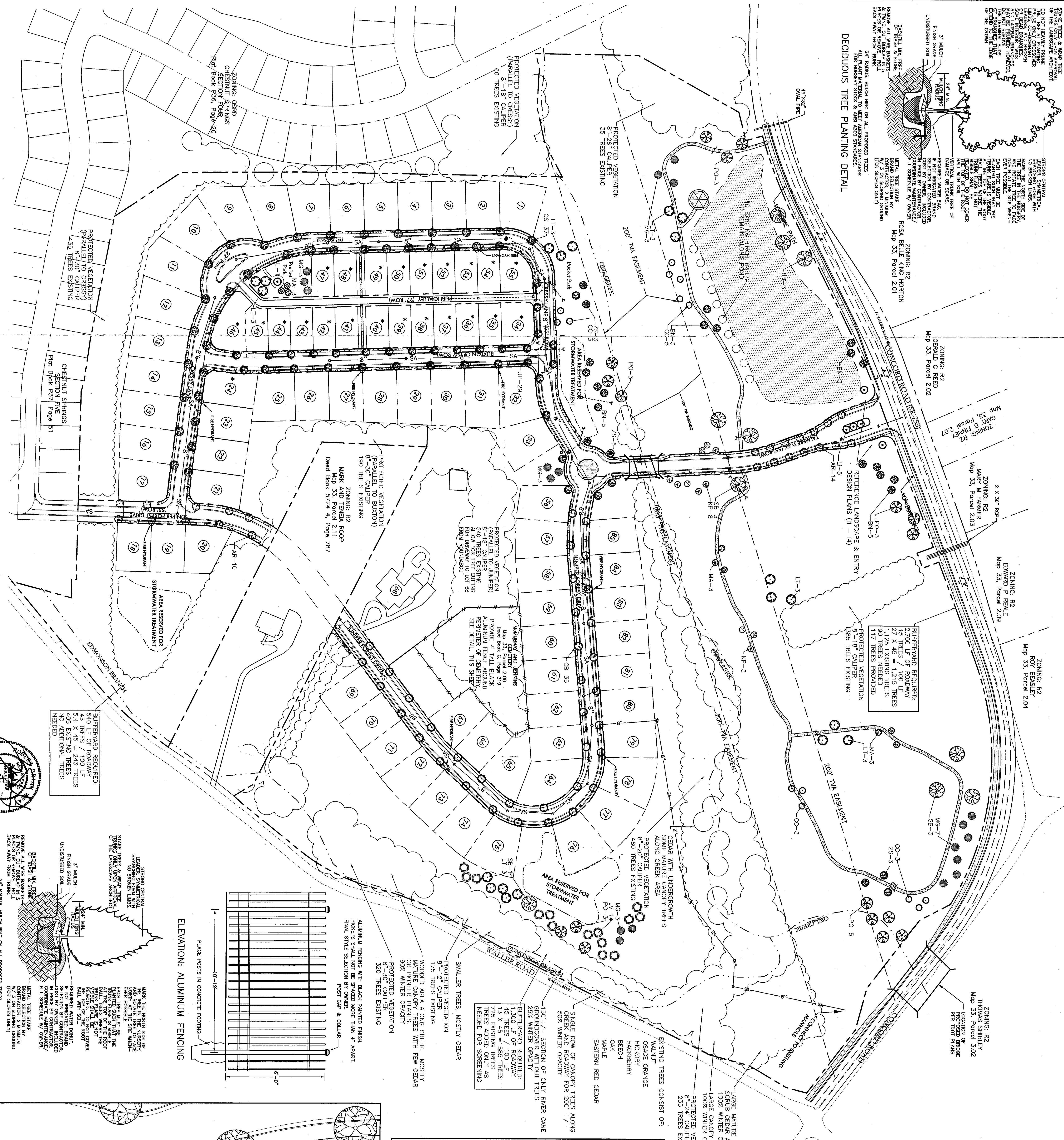
- Notes:**
1. Fire hydrants shall be placed no greater than 500 feet apart. Show water line and fire hydrant locations.
  2. All fire hydrants must be Mueller Centurions capable of flowing 1,500 GPM per Brentwood Water specifications.
  3. The minimum fire flow requirements for Brentwood are 1000 gpm @ 20 psi. This requirement can be reduced if every structure within the subdivision is required to have an automatic fire sprinkler system installed in accordance with National Fire Protection Association (NFPA) standards and requirements.



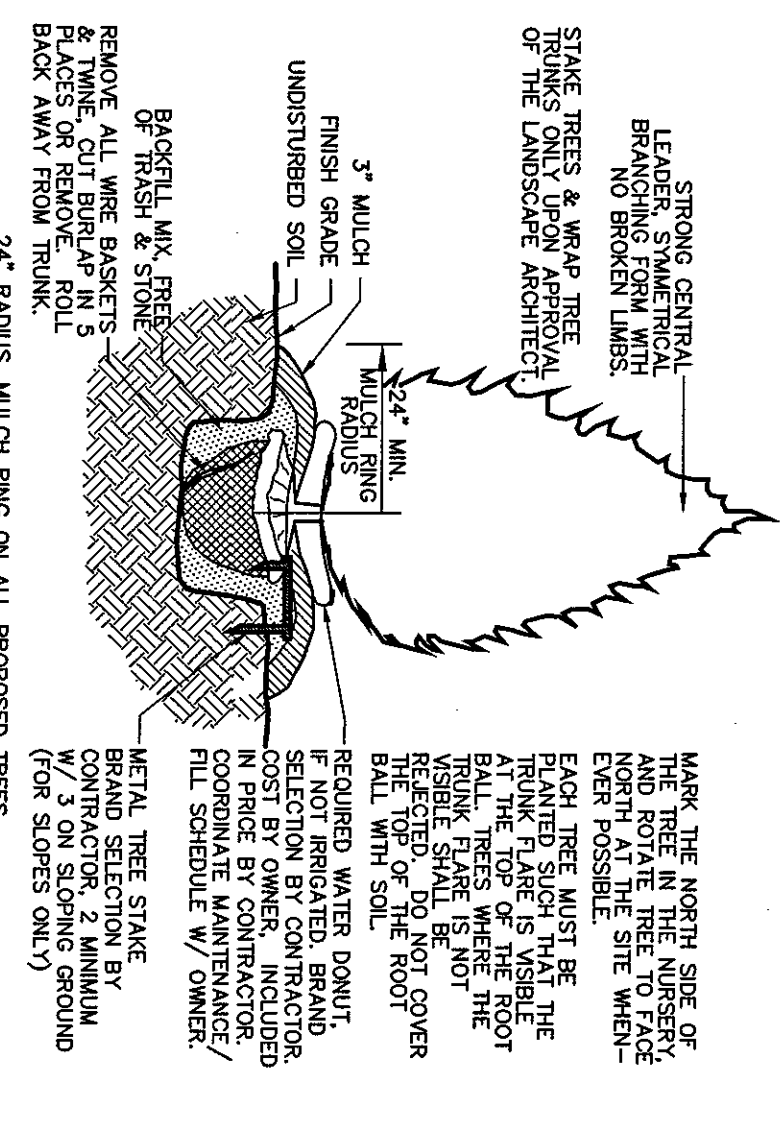




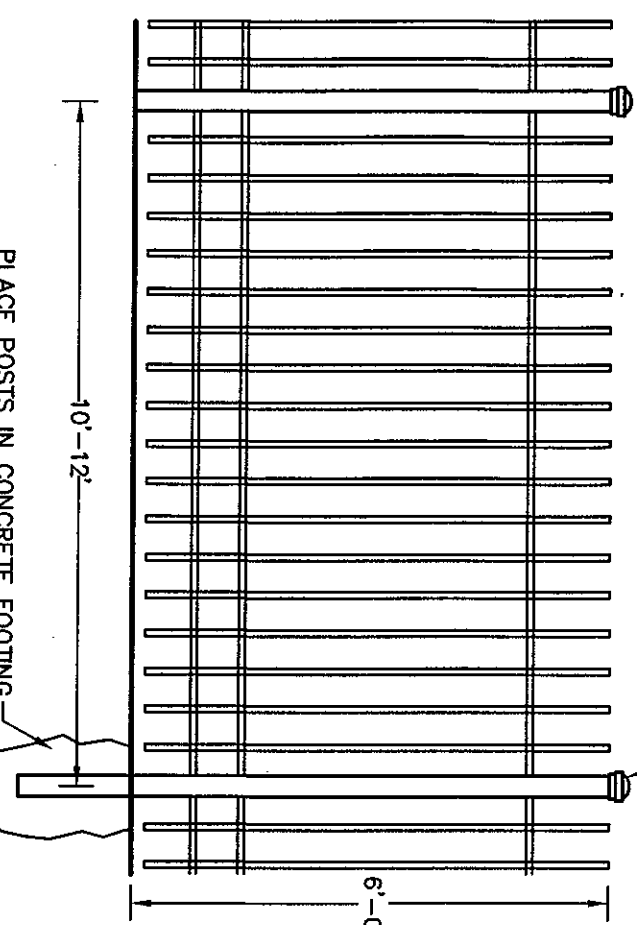
DECIDUOUS TREE PLANTING DETAIL



EVERGREEN TREE PLANTING DETAIL

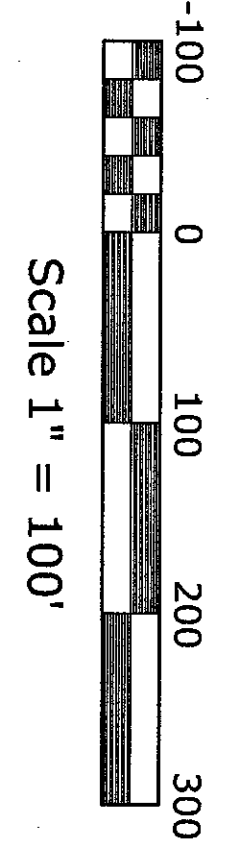


ELEVATION: ALUMINUM FENCING

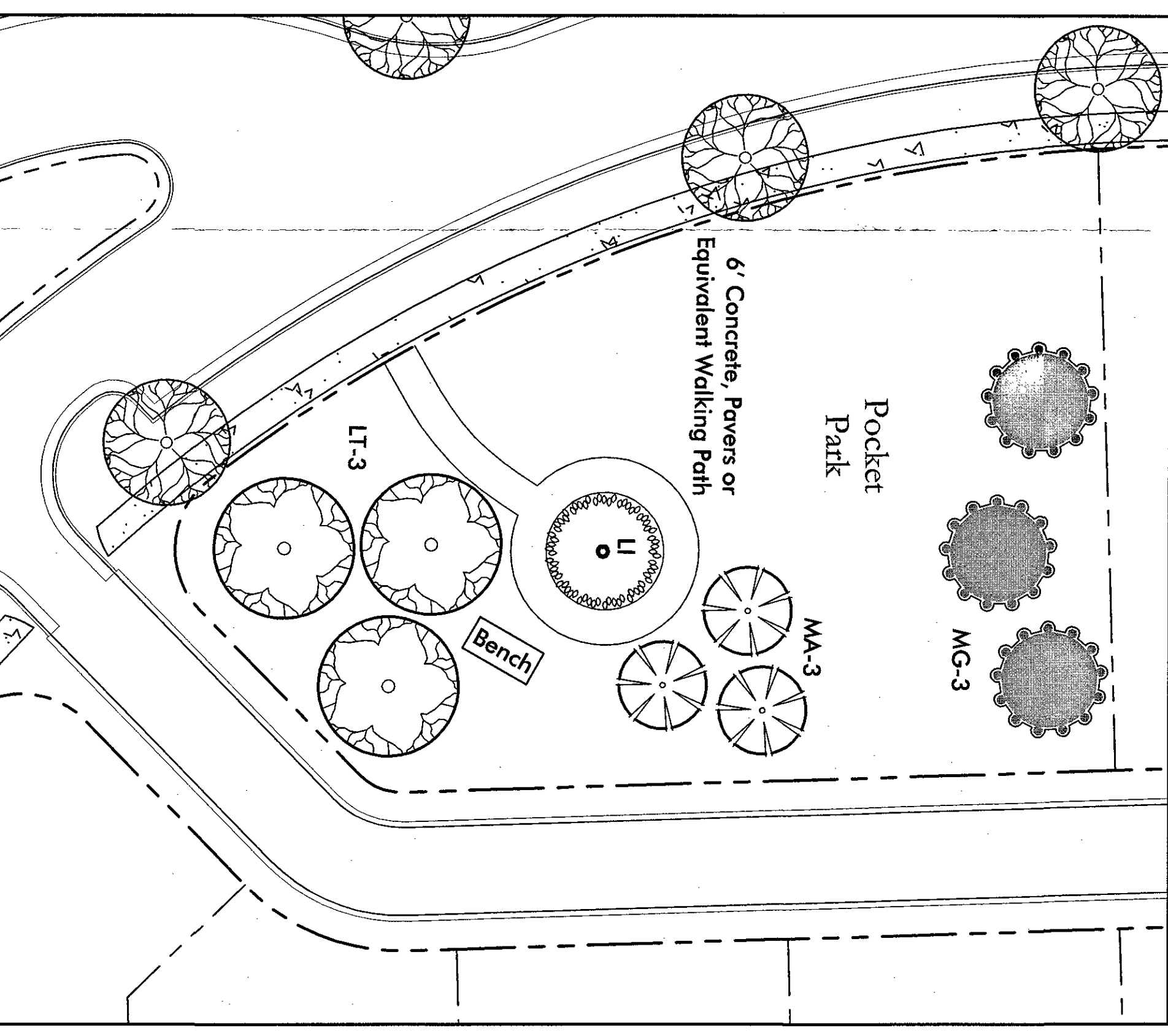


MATERIALS SCHEDULE					
(SITE TREES & ENTRY TREES)					
KEY QUANTITY	SCIENTIFIC NAME / COMMON NAME	HEIGHT	SPREAD	TRUNK REMARKS	
TREES					
AR 24	Acer rubrum /Norway Spruce/	10'-12'	4'-5'	2"	Matched
BN 16	Betula nigra /Black Birch	8'-10'	4'-5'	1"	3' Core
CC 14	Cornus Redod /	6'-8'	3'-4'	1 1/2"	Matched
GB 35	Gleditsia triacanthos /	10'-12'	3'-4'	2"	Matched
JP 14	Juniperus virginiana /	5'	3'-4'	FTB	
KE 11	Koeleria gracilis /	6'-8'	2'-3'	1 1/2"	
LI 18	Liriodendron tulipifera /	10'-12'	4'-5'	2"	3' Clear Trunk
MA 19	Malus Purpurea Princeps /	6'-8'	3'-4'	1 1/2"	
PO 17	Populus nigra /Black Willow	10'-12'	4'-5'	2"	3' Clear Trunk
QS 37	Quercus shumacheri /	10'-12'	4'-5'	2"	Upright form
SB 10	Silene latifolia /	12'-14'	6'-7'	2"	5' Clear Trunk
UP 29	Ulmus americana /American Elm	10'-12'	6'-7'	2"	5' Clear Trunk
ZS 12	Zelkova serrata /Green Elm	10'-12'	6'-7'	2"	Matched
NOTES	FTB = Fall to Bottom				
*SEE ENTRY SIGN DESIGN FOR ADDITIONAL LANDSCAPING.					

NOTES: 1. A protection barrier or temporary fence shall be installed at a minimum of four feet in height around the tree that is identified as protected. The tree protection barriers shall be constructed before the issuance of any permit, and shall remain intact throughout the entire period of construction. All existing trees that are proposed to be preserved shall be protected per the requirements of Section 19-010 of the Municipal Code.



Scale 1" = 100'



Pocket Park Detail

Scale 1" = 20'



## LANDSCAPE NOTES

THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES AND TAKE PRECAUTIONS TO PREVENT DAMAGE TO THE UTILITIES.

ALL PLANTING AND MULCH BEDS SHALL BE SPRAYED WITH ROUND-UP (CONTRACTOR'S OPTION) PRIOR TO THE INSTALLATION OF MULCH. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINE GRADING OF ALL PLANTING AREAS.

ALL PLANTING AREAS SHALL BE FERTILIZED WITH 12#/1000 S.F. OF 10-10-10 FERTILIZER.

ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 3" DEPTH OF SHREDDED HARDWOOD BARK MULCH.

THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL MATERIAL QUANTITIES. IN THE EVENT OF A DISCREPANCY, THE QUANTITIES SHOWN ON THE PLAN WILL TAKE PRECEDENCE.

ALL DISTURBED AREAS SHALL BE PLANTED WITH TURF AS INDICATED ON THE MATERIALS SCHEDULE.

ALL DECIDUOUS TREES, EXISTING AND PROPOSED SHALL BE PRUNED TO PROVIDE 4" MINIMUM CLEAR TRUNK UNLESS OTHERWISE NOTED.

THE LANDSCAPE CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANT MATERIALS AND REPLACE ANY DEAD OR DYING MATERIAL WITHIN THAT TIME PERIOD.

NO PLANT MATERIALS SHOULD BE SUBSTITUTED WITHOUT AUTHORIZATION BY CUMBERLAND LANDESIGN. PLANT SIZES SHOWN ARE MINIMUMS REQUIRED BY THE LOCAL MUNICIPALITY AND MATERIALS SHOWN HAVE BEEN SELECTED SPECIFICALLY FOR THIS PROJECT.

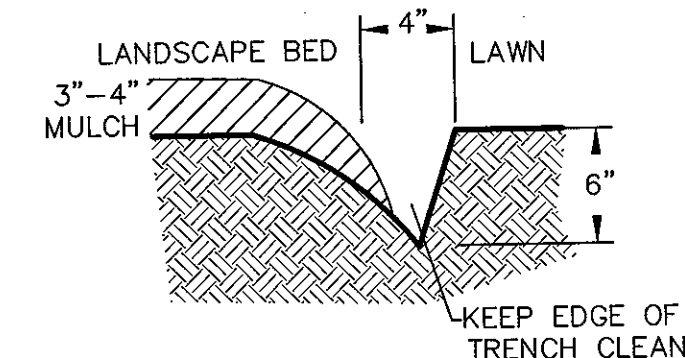
ALL WIRE BASKETS SHALL BE COMPLETELY REMOVED AND DISPOSED OF. BURLAP SHOULD BE REMOVED OR PUNCTURED IN AT LEAST 5 PLACES. REMOVE ALL TWINE FROM BURLAPPED MATERIALS.

GUINING IS NOT ALLOWED UNLESS REQUIRED BY MUNICIPALITY OR SITE CONDITIONS. THE LANDSCAPE CONTRACTOR SHALL REMOVE WIRES AFTER A ONE YEAR PERIOD.

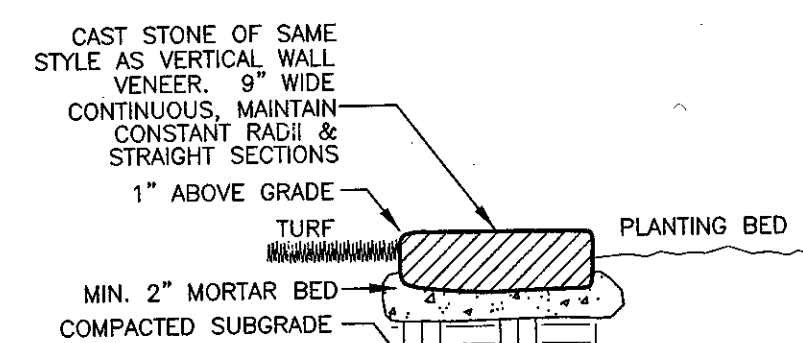
NO CANOPY TREE SHALL BE LOCATED WITHIN 15' OF AN OVERHEAD UTILITY. NO CANOPY TREE SHALL BE LOCATED WITHIN A PUBLIC UTILITY EASEMENT. LOCATING PLANT MATERIALS WITHIN A DRAINAGE EASEMENT IS ACCEPTABLE, BUT ONLY IF INSTALLED AS NOT TO DISTURB EXISTING DRAINAGE FLOW. IN SUCH INSTANCES, THE MATERIALS SHALL BE LOCATED NO CLOSER THAN 5' FROM THE CENTERLINE OF DRAINAGE. NO TREE SHALL BE LOCATED CLOSER THAN 15' FROM A LIGHT SOURCE.

## MASTER PLAN NOTE

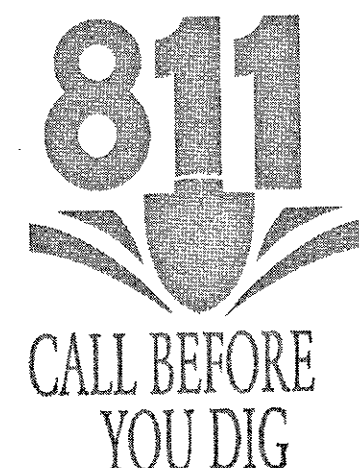
MATERIALS SHOWN ON THE OVERALL SHEET C4.0 WILL TAKE PRECEDENCE OVER LANDSCAPE MATERIALS SHOWN ON THIS SHEET OUTSIDE THE ENTRY SIGNAGE AREA. PROJECT PLANTINGS ON THIS SHEET ARE NOT ADDITIONAL PLANTINGS TO SHEET C4.0.



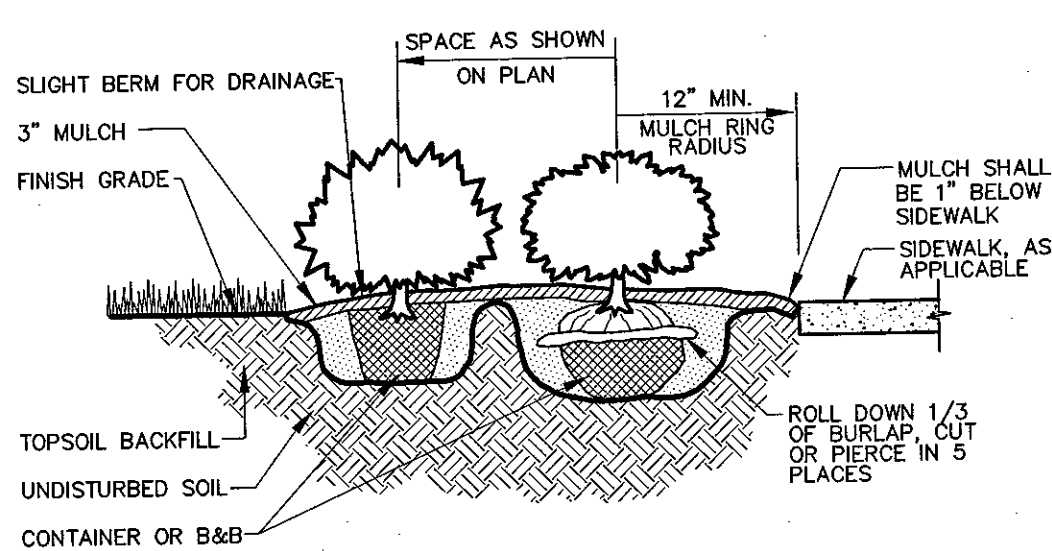
## MULCH BED EDGE



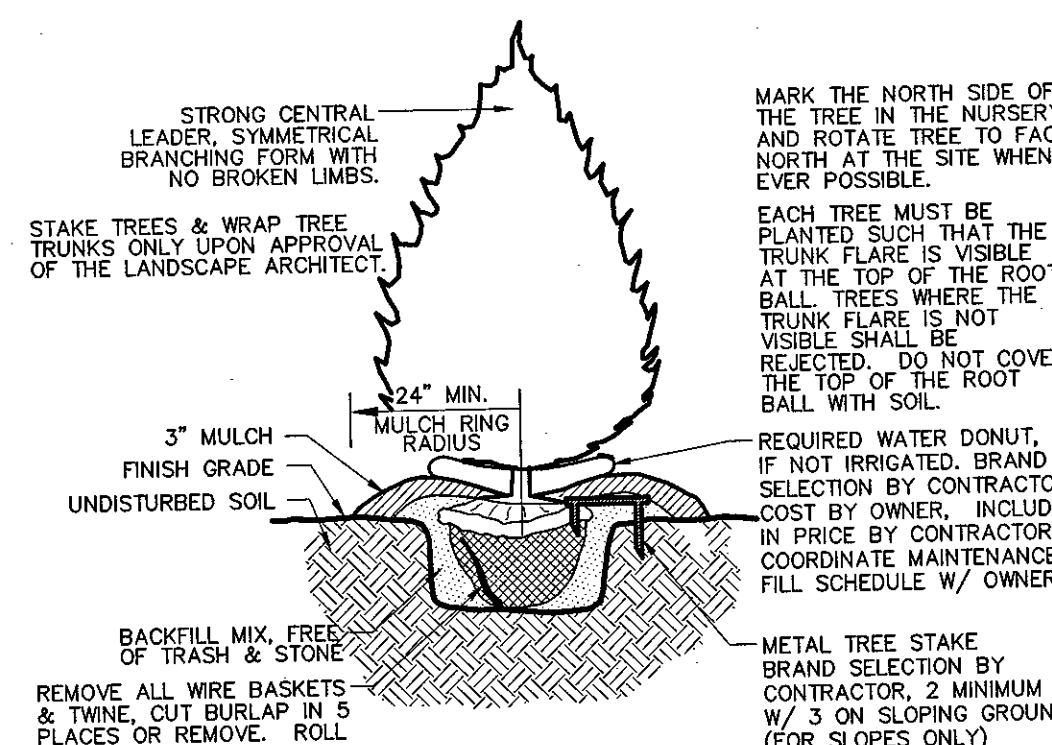
## STONE BED EDGING



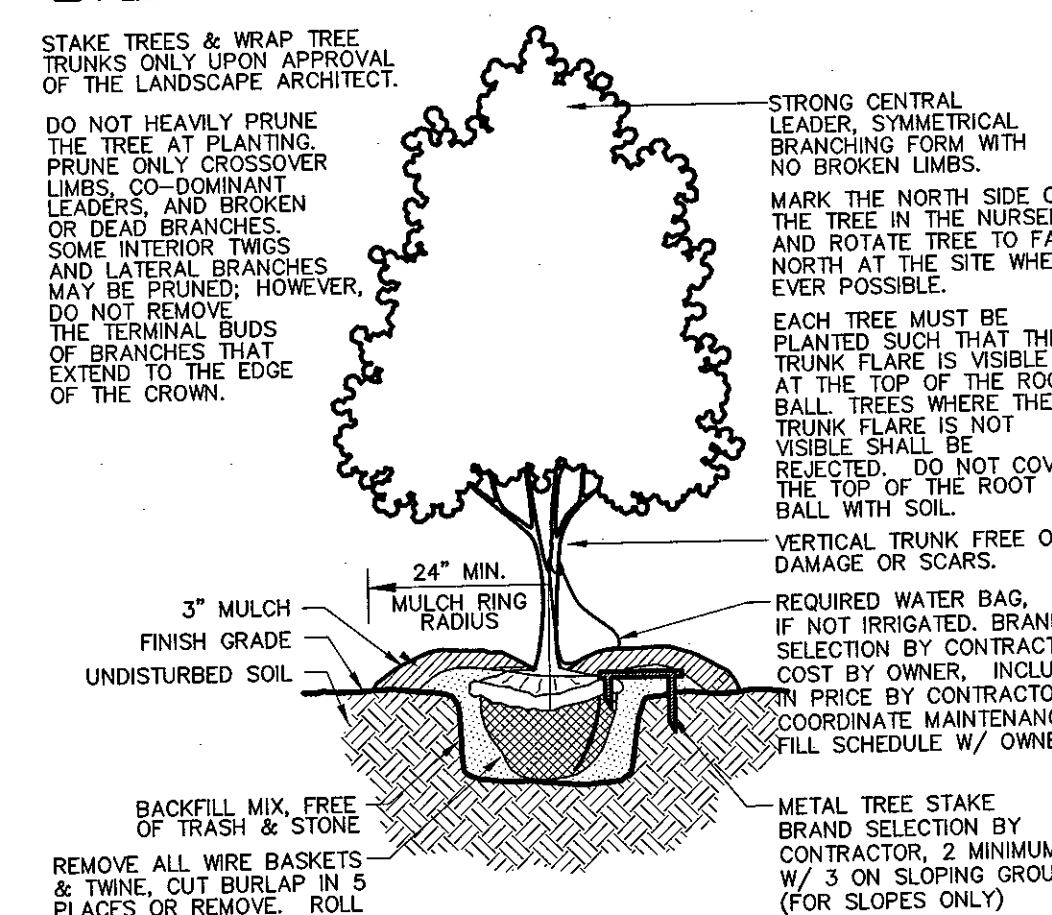
SEE DETAIL SHEET L2.0



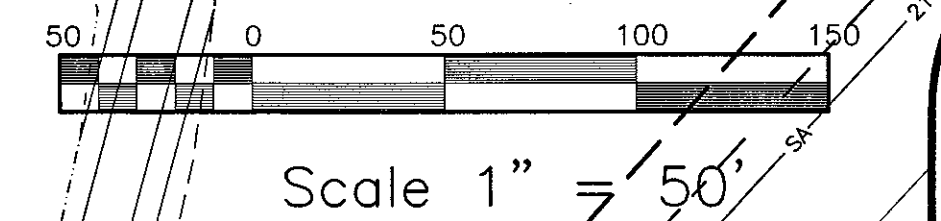
## SHRUB PLANTING DETAIL



## EVERGREEN TREE PLANTING DETAIL



## DECIDUOUS TREE PLANTING DETAIL



Date: 11-06-2013  
Revisions: 04-22-2014  
05-30-2014

Owl Creek  
Brentwood, Tennessee



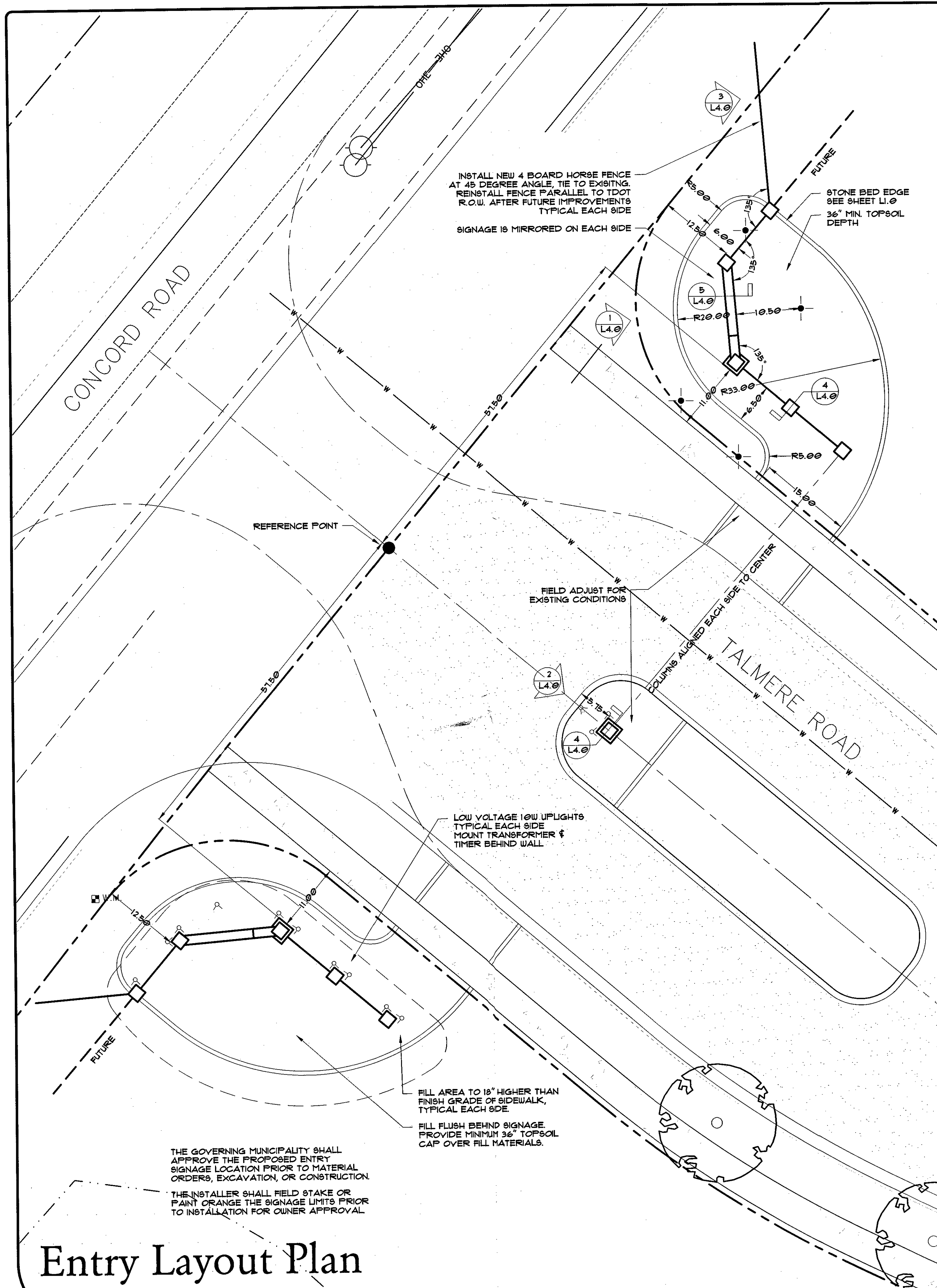
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Cumberland  
landesign  
inc.

# 615-333-4636

Planning • Landscape Architecture • Photometrics

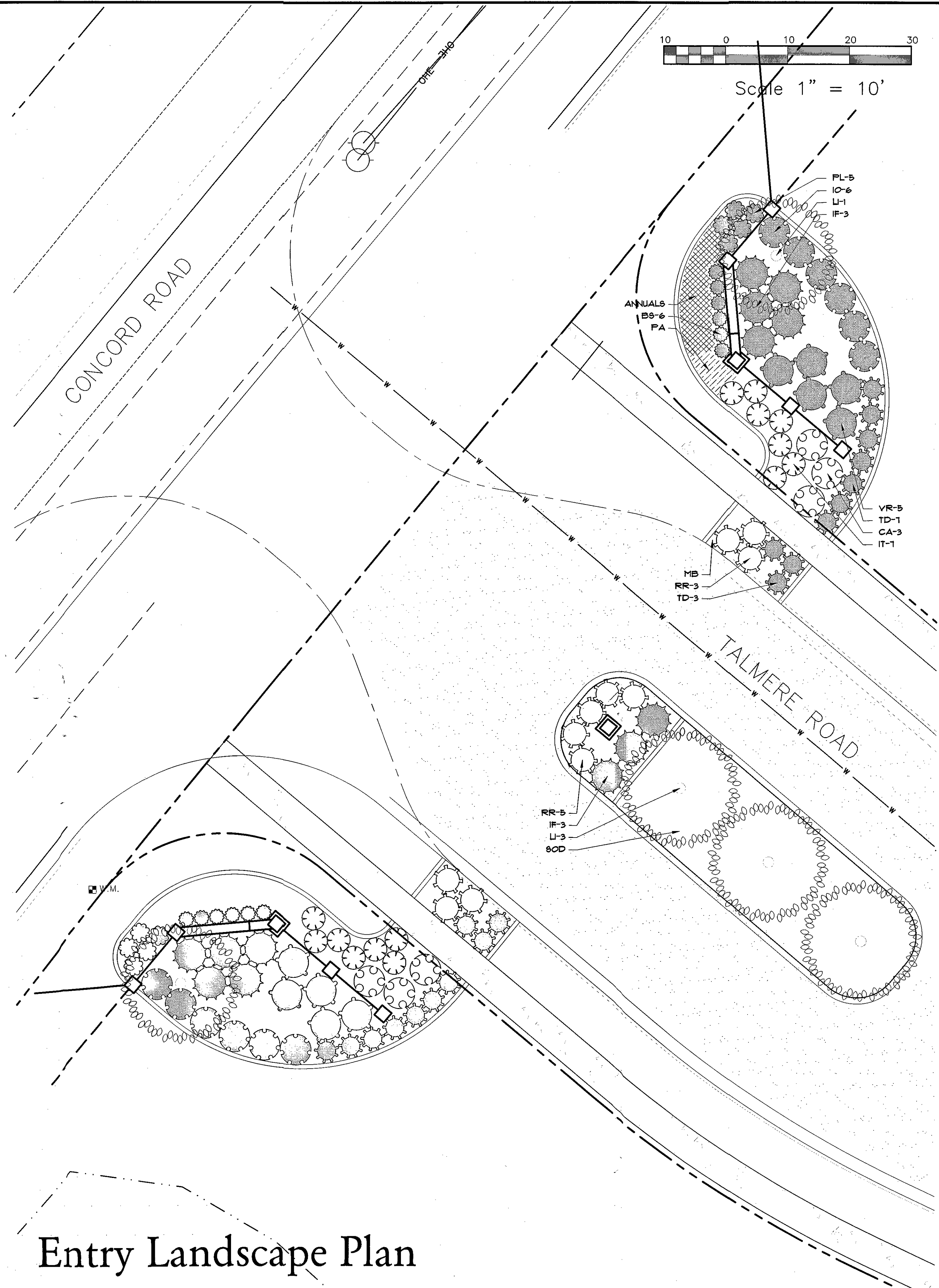




Entry Layout Plan

cumberlanddesign@bellsouth.net  
Phone: 333-4636 Fax: 333-4686

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Entry Landscape Plan

Cumberland  
landesign  
inc.

# 615-333-4636

Planning • Landscape Architecture • Photometrics



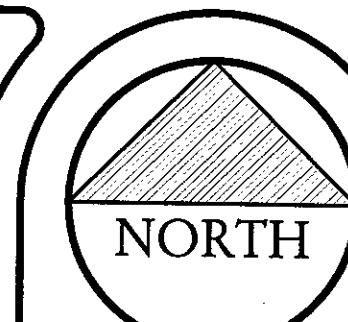
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05-30-2014

Owl Creek  
Brentwood, Tennessee



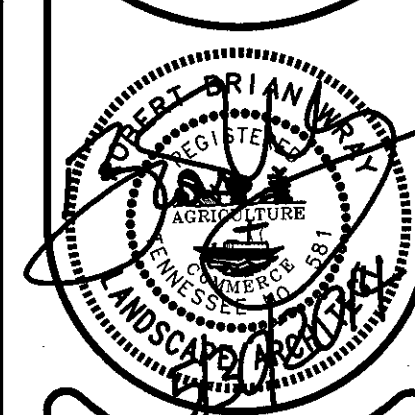
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Date: 11-06-2013  
Revisions:  
04-22-2014  
05-30-2014

Owl Creek  
Brentwood, Tennessee



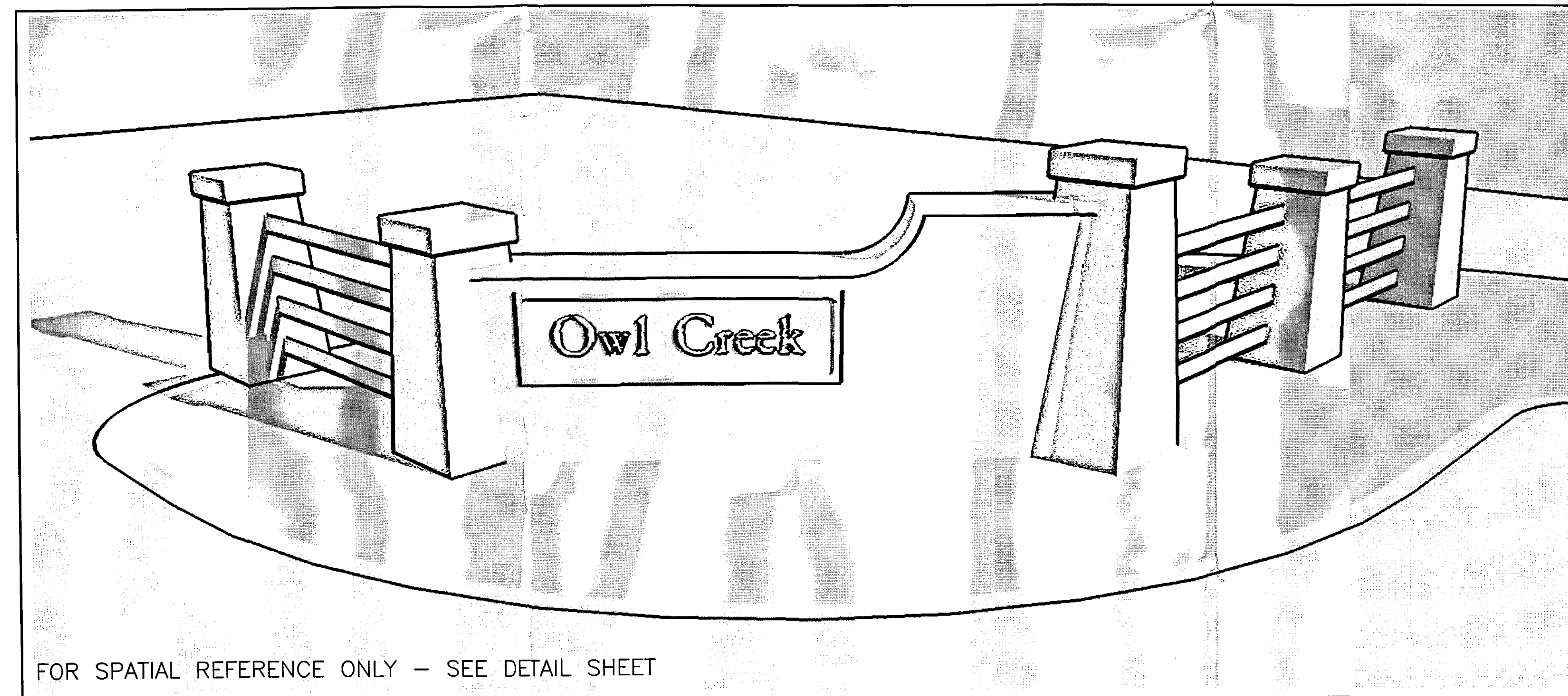
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3 of 4

SITE MATERIALS SCHEDULE  
(MATERIALS OUTSIDE THE ENTRY SIGN AREA)

KEY	QUANTITY	SCIENTIFIC NAME/ COMMON NAME	HEIGHT	SPREAD	TRUNK	REMARKS
TREES						
AR	14	Acer rubrum 'Karpick'/ Karpick Red Maple	10'-12'	4'-5'	2"	Matched
BN	11	Betula nigra 'Dura-heat'/ Dura-Heat Birch	8'-10'	4'-5'	1"	3 Cane
KP	13	Koeleruteria paniculata/ Golden Rain Tree	6'-8'	3'-4'	1 1/2"	
MG	9	Magnolia grandiflora/ Southern Magnolia	7'	3'-4'	FTB	
PO	9	Platanus occidentalis/ American Sycamore	10'-12'	4'-5'	2"	3' Clear Trunk
QS	4	Quercus lyrata/ Overcup Oak	10'-12'	4'-5'	2"	3' Clear Trunk
SB	6	Salix babylonica/ Weeping Willow	10'-12'	4'-5'	2"	Upright form
ZS	7	Zelkova serrata 'Village Green'/ Japanese Zelkova	12'-14'	6'-7'	3"	5' Clear Trunk Matched
TURF						
SEED		Turf Mixture	80% Rebel Supreme, 20% Merion Bluegrass. Seed disturbed areas @ 5#/1,000 sf.			
MISCELLANEOUS						
		Shredded Hardwood Bark Mulch	REMARKS Minimum 3" depth throughout. Min. 4" deep on slopes greater than 3:1.			
NOTES						
F.T.B. = Full To Bottom						
Plant substitutions with Landscape Architect approval only.						

ENTRY MATERIALS SCHEDULE  
(TOTALS FOR BOTH DEVELOPMENT ENTRIES)

KEY	QUANTITY	SCIENTIFIC NAME/ COMMON NAME	HEIGHT	SPREAD	TRUNK	REMARKS
TREES						
IF	9	Ilex x 'Nellie R. Stevens'/ Nellie R. Stevens Holly	7'	2'-3'	F.T.B.	Symmetrical
LI	5	Lagerstroemia indica 'Dynamite'/ Red Crape Myrtle	5'	2'-3'	5 Cane	Matched
SHRUBS						
BS	12	Buxus sempervirens 'Suffruticosa' Dwarf Boxwood	18"	15"-18"	F.T.B.	
CA	6	Corylus avellana 'Red Majestic'/ Red Curly Filbert	36"	18"-24"	F.T.B.	
IO	12	Ilex x 'Conaf'/ Oakleaf Holly	48"	18"-24"	F.T.B.	
IT	14	Itea virginica/ Virginia Sweetpire/Virginia-willow	18"	12"-18"	F.T.B.	
PL	10	Prunus laurocerasus 'Otto Luyken'/ Otto Laurel	18"	18"-24"	F.T.B.	
RR	11	Rosa x 'Radtko'/ Red Knockout Rose	24"	18"-24"	F.T.B.	
TD	20	Taxus x 'Densiformis'/ Dense Yew	24"	18"-24"	F.T.B.	
VR	10	Viburnum carlesii 'Compactum'/ Korean Spice Viburnum	30"	18"-24"	F.T.B.	
ORNAMENTAL GRASSES						
PA	30	Pennisetum setaceum 'Rubrum'/ Red Fountain Grass	Install at 18" O.C.			
TURF						
SEED		Turf Mixture	80% Rebel Supreme, 20% Merion Bluegrass. Seed disturbed areas @ 5#/1,000 sf.			
SOD		Fine Bladed Fescue Sod	Rebel II Sod. Sod where shown.			
ANNUALS						
		Coleus blumei/ Blood Shot	1'-2'	18"		
MISCELLANEOUS						
		Shredded Hardwood Bark Mulch	REMARKS Minimum 3" depth throughout. Min. 4" deep on slopes greater than 3:1.			
NOTES						
F.T.B. = Full To Bottom						
Plant substitutions with Landscape Architect approval only.						



FOR SPATIAL REFERENCE ONLY - SEE DETAIL SHEET

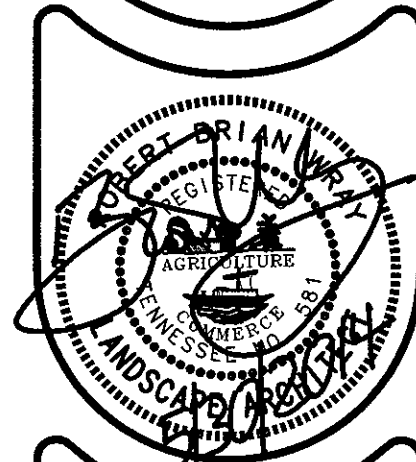




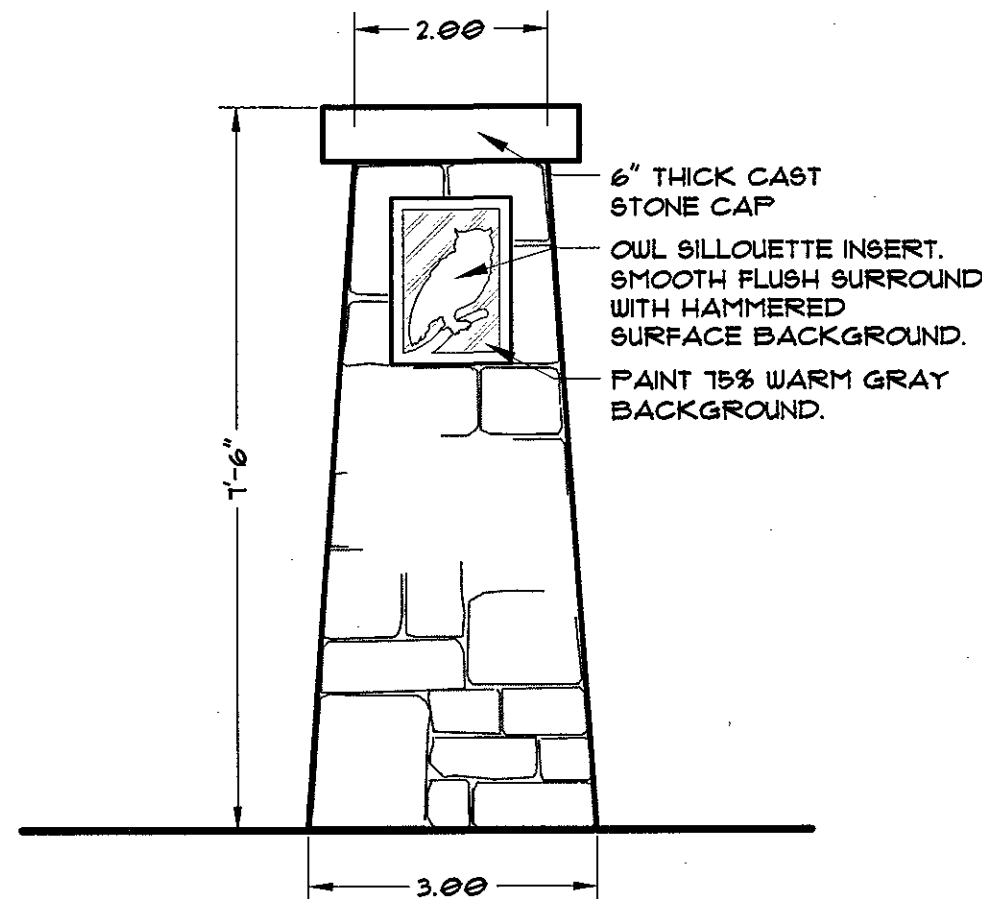
Date: 11-06-2013  
Revisions: 04-22-2014  
05-30-2014

# Owl Creek

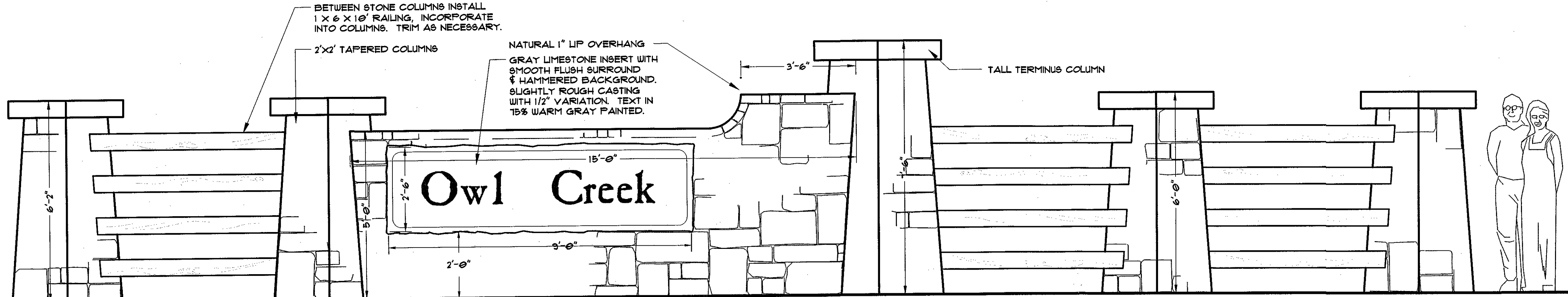
Brentwood, Tennessee



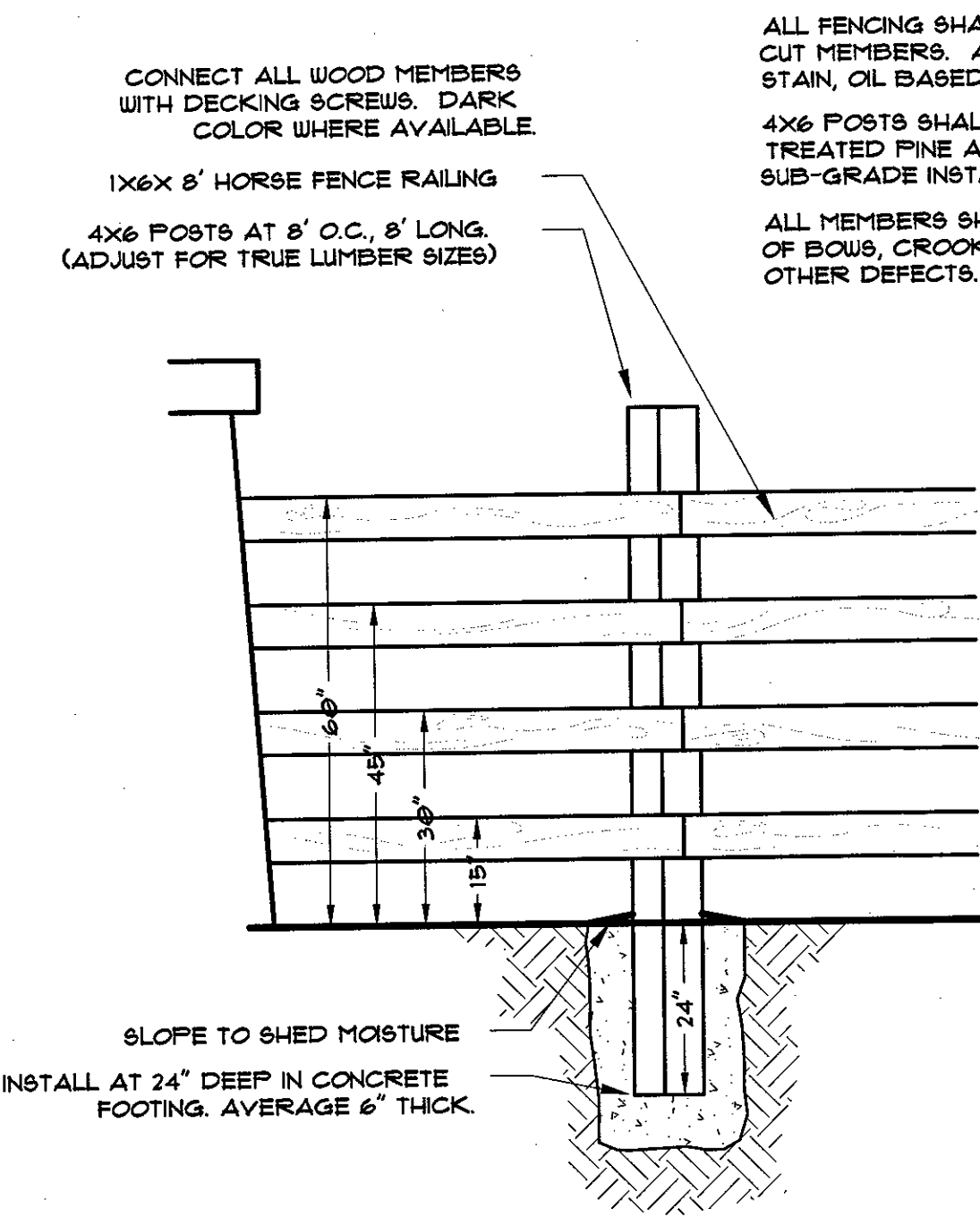
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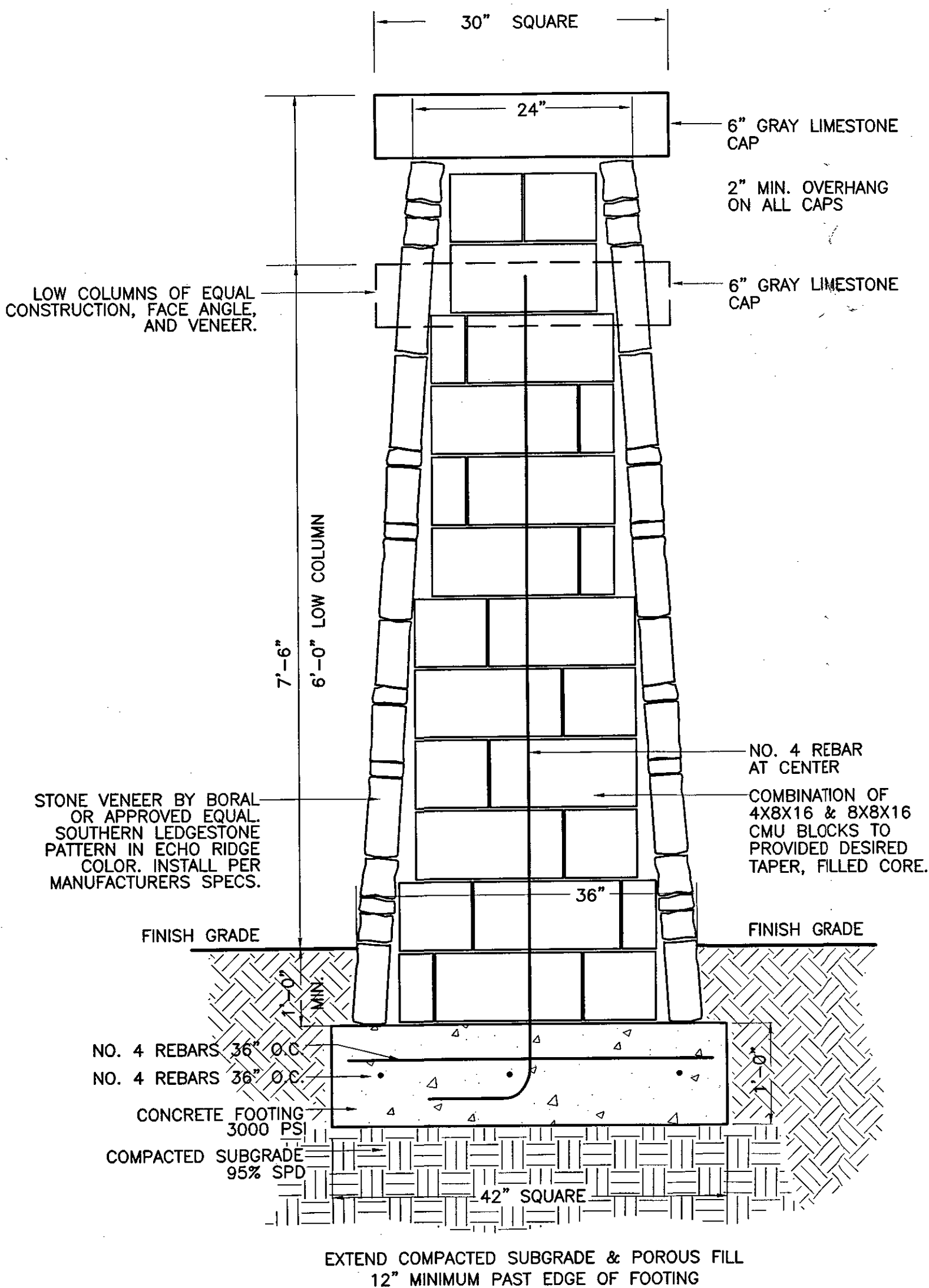
2 CENTER COLUMN ELEVATION  
Scale 1" = 2'-0"



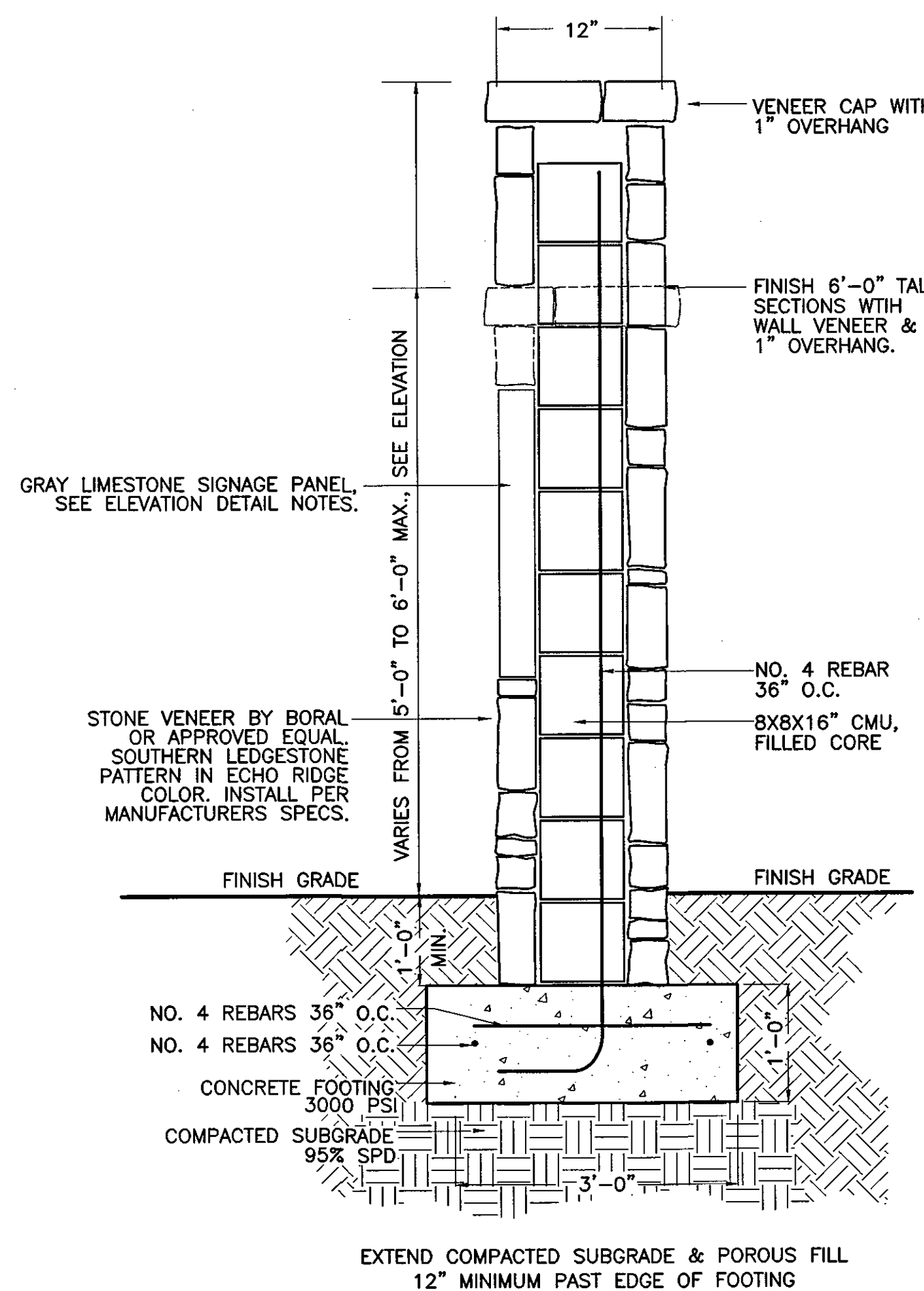
1 ENTRY SIGNAGE ELEVATION  
Scale 1" = 2'-0"



3 FOUR RAIL HORSE FENCE  
Scale 1" = 2'-0"



3 STONE COLUMN  
Scale 1" = 1'-0"



3 SIGNAGE WALL  
Scale 1" = 1'-0"







JILL BURGIN  
MAYOR  
MARK GORMAN  
VICE MAYOR  
KIRK BEDNAR  
CITY MANAGER



COMMISSIONERS  
BETSY CROSSLEY  
ANNE DUNN  
RHEA E. LITTLE, III  
REGINA SMITHSON  
KEN TRAVIS

## City of Brentwood

### Planning & Codes Department

July 12, 2017

Mr. Lynn Ealey  
Land Solutions Company  
2925 Berry Hill Drive  
Nashville, TN 37204

**RE: BPC1706-007 MINOR REVISIONS TO PREVIOUSLY APPROVED  
PRELIMINARY PLAN – OWL CREEK SUBDIVISION, CORNER OF CONCORD &  
WALLER ROADS, ZONING OSRD-IP**

Dear Mr. Ealey:

At its July 5, 2017, regular meeting, the Brentwood Planning Commission voted to approve a revised preliminary plan for the Owl Creek Subdivision. As part of the review, the Planning Commission also voted to forward a recommendation of approval to the Board of Commissioners.

The proposal shows a revised location for a cabana on the pond within open space 1-A, adjacent to the main entrance off of Concord Road. A pier was also added to the cabana.

The original location for the cabana was on the west side of the pond, within the same open space area. The existing slopes, which are part of the berm for the pond, in the originally proposed location required that the developer move the cabana to this new location.

Note that the cabana has already been constructed at its new location.

Approval of the proposed revised preliminary plan shall be contingent upon approval of the corresponding changes to the OSRD Development Plan by the Board of Commissioners.

This approval is subject to the following conditions, which are to be addressed to the satisfaction of City staff.

1. A preliminary site plan shall be vested for a period of three years from the date of the original approval.
2. Add the following note to the site plan;

*This site plan is subject to a three year vesting period, during which the development standards in effect on the date of approval will remain the standards applicable to this plan. If construction is not completed during the first three years, the original site plan is considered a preliminary site plan and the applicant must obtain approval of a final site plan. Development of the property shown on this plan may be subject to standards other*



*than those that were applicable during the vesting period. The Initial vesting period for this plan expires on **March 7, 2019**, unless extended by the City of Brentwood. Persons relying on this plan after said date should contact the City of Brentwood to determine if development may continue as depicted on the plan.*

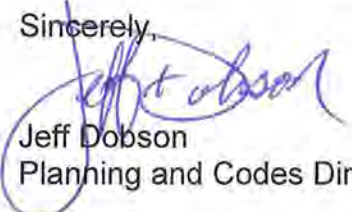
3. When the construction authorized pursuant to a site plan is not completed within three years from the date of initial approval, but the applicant desires to complete the project proposed for the site, the plan as initially approved for the project or as amended shall be considered a preliminary site plan. If the applicant secures all necessary permits, commences site preparation and obtains approval of a final site plan within the three-year vesting period following approval of the preliminary site plan, then the vesting period shall be extended an additional two years beyond the expiration of the initial three-year vesting period. During the two-year extension, the applicant must commence construction and maintain any necessary permits to remain vested.
4. If necessary permits are maintained and construction, as defined by Section 78-43, has commenced by the end of the two-year extension, then the vesting period shall remain in effect until the Planning and Codes Department has certified final completion of the project, provided the total vesting period shall not exceed ten years from the date of approval of the preliminary site plan.
5. If the construction authorized pursuant to a site plan is completed within three years from the date of approval, the site plan shall then be considered the final site plan for the project.
6. Approval of the site plan does not constitute approval of the signage plan. All signs must comply with the Brentwood Sign Ordinance. A comprehensive sign package including all signs (temporary or permanent, wall or ground) shall be submitted to the Planning Department for a compliance review.
7. Provide the Planning staff with a digital copy of the proposed subdivision section and the entire project. This request is consistent with Article 2.3 of the Brentwood Subdivision Regulations. The file should be in AutoCAD .DWG or .DXF compatible format and CD-ROM. The file shall use the Tennessee State Plane coordinate system, Zone 5301, FIPS Zone 4100, NAD 83 datum. The digital copies must be received before the plat may be recorded.
8. Deviations from the approved plan in the development of a project or the failure to satisfy any standard requirements or special conditions of approval imposed by the planning commission will be considered a violation of the provisions of the Zoning Ordinance, which shall be subject to punishment as provided in Section 1-9 of the Brentwood Municipal Code. The City may also require the applicant to appear before the Planning Commission to address any deficiencies or unapproved modifications. The project may also be subject to delays in issuance of permits, certificates of occupancy, recordation of plats or other project approvals.



9. Any changes to plans approved by the Planning Commission will require staff review and re-approval by the Planning Commission.
10. Development of this project shall comply with all applicable codes and ordinances of the City of Brentwood.
11. All previous conditions placed on the project by the Planning Commission shall remain applicable to the project.
12. Approval of the proposed plan shall be limited to the illustrations and plans presented to the Planning Commission for review and approval on **July 5, 2017**. Any changes to Planning Commission approved plans and specifications will require staff review and re-approval by the Planning Commission.

Should you have any questions or require additional information, please feel free to call any member of the planning staff at 615.371.2204.

Sincerely,



Jeff Dobson  
Planning and Codes Director



## **Brentwood City Commission Agenda**

**Meeting Date:** 07/24/2017

Resolution 2017-55 - Authorizing Agreement with Kerr Bros. & Associates, Inc. for Pavement Marking Services

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

**Department:** Public Works

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### **Information**

#### **Subject**

Resolution 2017-55 - Authorizing Agreement with Kerr Bros. & Associates, Inc. for Pavement Marking Services

#### **Background**

In order to ensure proper road pavement marking on City-maintained streets, the City uses the services of an outside private company to carry out the pavement marking services on an as-needed basis. The previous contract with Kerr Bros. & Associates, Inc. was entered into in 2014 and expired at the end of FY 2017.

The Public Works Department recently solicited competitive sealed bids for pavement marking services. Only one bid was received, as follows:

- Kerr Bros. & Associates, Inc., Nashville, TN - \$46,795.00

The bid was structured to provide unit pricing based on estimated quantities of various types of roadway striping. The actual amount expended under the contract will depend upon the actual quantities used during the year. The proposed contract is for one year, with the option to extend the contract for two additional one-year terms (three years total) under the same unit prices, subject to approval by the Contractor and Public Works Director.

Kerr Bros. & Associates, Inc. has had the City's contract for the last three years and for several years prior to that. The company has always performed well for the City and has fulfilled its duties in a timely manner. Kerr Bros. is the only local striping company that provides the full range of services required by the City. While there are other capable firms in other parts of the state, those firms declined to bid on the City's contract because the scope and timing of work under the City's contract is not large enough to make it economically feasible for them to mobilize their resources to do periodic work in Brentwood. The prices are reasonable for the work to be performed based on prior year pricing.

Please contact the Public Works Director if you have any questions.



### **Staff Recommendation**

Staff recommends approval of the agreement with Kerr Bros. & Associates, Inc.

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### **Fiscal Impact**

**Amount :** \$46,795

**Source of Funds:** Public Works Operating Fund

**Account Number:** 110-43120-82643

**Fiscal Impact:**

Adequate funds are included in the Public Works general fund budget. The amount shown is the maximum amount that will be spent; however, actual cost will be based on the scope of work.

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### **Attachments**

Resolution 2017-55

Kerr Bros. Bid/Contract

Kerr Bros. Bid Bond

Bid Tab

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**RESOLUTION 2017-55**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND KERR BROS. & ASSOCIATES, INC. FOR PAVEMENT MARKING  
SERVICES, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND  
MADE A PART OF THIS RESOLUTION BY REFERENCE**

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

**SECTION 1.** That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Kerr Bros. & Associates, Inc. for pavement marking services, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Jill Burgin

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

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

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

\_\_\_\_\_  
Roger A. Horner





# City of Brentwood

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## Invitation to Bid

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ITB NUMBER: PW 01-2017  
ITB NAME: MARKING PAVEMENT SERVICES  
**BID DUE DATE/TIME: JULY 7, 2017 @ 2:00 PM**

**UNLESS OTHERWISE NOTED WITHIN, BIDS WILL BE OPENED AT:**

CITY OF BRENTWOOD, CITY HALL

5211 MARYLAND WAY

BRENTWOOD, TN 37027



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### LEGAL NOTICE

Sealed bids for pavement marking services will be received by the City of Brentwood, Tennessee, Brentwood Municipal Center, Attention: Karen Harper, 5211 Maryland Way, P.O. Box 788, Brentwood, Tennessee, 37024-0788, until 2:00 p.m., local time, Friday July 7, 2017, at which time and place the bids will be publicly opened and read aloud.

Specifications and bid documents may be obtained from the Brentwood Public Works Department, 1750 General George Patton Drive, Brentwood, Tennessee, 37024-0788 or online at [www.brentwoodtn.gov](http://www.brentwoodtn.gov).

Bidders are required to be licensed in accordance with State Law. The City of Brentwood reserves the right to reject any and all bids, to accept any bid which is deemed to be in the best interest of the City, and to waive any informalities in the bids considered.

Bid envelopes must be marked: *Sealed Bid Enclosed, Pavement Marking Services – to be opened July 7, 2017*. If the bid is \$25,000 or more, the **bid envelope is required to have the contractor's name, license number, expiration date and classification on it. (Non-complying bids shall be voided).**

Any questions should be directed to: Jeff Donegan, Director of Public Works, City of Brentwood, at (615)371-0080 or [jeff.donegan@brentwoodtn.gov](mailto:jeff.donegan@brentwoodtn.gov).

WILLIAMSON A.M.

Sunday, June 25, 2017



**INVITATION TO BID**

City of Brentwood

P.O. Box 788

Brentwood, Tennessee 37024-0788

PAVEMENT MARKING SERVICES BID  
CITY OF BRENTWOOD  
BRENTWOOD, TENNESSEE

You are invited to bid on a contract to provide pavement marking services for the City of Brentwood Public Works Department.

Bids will be received by the City of Brentwood, c/o Karen Harper, at the Brentwood Municipal Center, 5211 Maryland Way, Brentwood, Tennessee 37027 until 2:00 p.m., local time, Friday, July 7, 2017, at which time and place bids will be publicly opened and read aloud.

Bid envelopes must be marked: *Sealed Bid Enclosed, Pavement Marking Services – to be opened July 7, 2017*. If the bid is \$25,000, or more, the **bid envelope is required to have the contractor's name, license number, expiration date and classification on it. (Noncomplying bids shall be voided).**

This project generally consists of the pavement marking on selected highways within the City of Brentwood.

Bid Documents will be ready for pick-up or available online on June 26, 2017.

Any questions should be directed to: Jeff Donegan, Director of Public Works, City of Brentwood at (615) 371-0080 or [jeff.donegan@brentwoodtn.gov](mailto:jeff.donegan@brentwoodtn.gov).

PAVEMENT MARKING SERVICES - CITY OF BRENTWOOD

A Five Percent (5%) Bid Security is required with submission of bid document.

Bidders are required to be licensed in accordance with State Law. The City of Brentwood reserves the right to reject any and all bids, to accept any bid which is deemed to be in the best interest of the City, and to waive any informalities in the bids considered.



## **INSTRUCTIONS TO BIDDERS**

### **DEFINITIONS**

A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with Bidding Documents.

The Base Bid is the sum stated in Bid for which Bidder offers to perform Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

A Unit Price is an amount stated in the Base Bid as a price per unit of measurement for material, equipment or services, or a portion of the Work as described in the Bidding Documents.

A Bidder is a person or entity, usually a General Contractor, who submits a Bid.

A Sub-bidder is a person or entity, usually a subcontractor or material supplier, who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

The Owner is the City of Brentwood, Tennessee.

### **BIDDER'S REPRESENTATIONS**

The Bidder by making a Bid represents that:

The Bidder has carefully read and understands Bidding Documents and has found them complete and free from ambiguities and sufficient for the purpose intended; further that,

The Bid is made in accordance with the Bidding Documents; further that,

Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the bid figure; and further that,

The bid figure is based solely upon the bidding documents and properly issued written addenda and not upon any other written representation.

PAVEMENT MARKING SERVICES – CITY OF BRENTWOOD

### **FORM AND STYLE OF BIDS**



Fill in all blank spaces on Bid Form; failure to do so will be cause for rejection. No segregated Bids or assignments will be considered. No qualifying letters or statements will be considered.

Where so indicated by makeup of bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

Make Bids on unaltered Bid Forms furnished by the City. Submit one copy of Bid Form. Bids shall be signed by person or persons legally authorized to bind Bidder to contract with name typed or legibly printed below signature.

### **BID SECURITY**

A Bid Bond in the amount of 5 percent of the total of the Base Bid is required; pledging that Bidder will honor the Bid to the Owner on terms stated in Bid and will, if required, furnish bonds covering faithful performance and payment of obligations arising thereafter.

Should the Bidder refuse to honor the bid, the amount of the bid security shall be forfeited to Owner as liquidated damages, not as a penalty. Failure to deliver materials acceptable to Owner shall be deemed as refusal to honor the bid.

Issuing Surety Company shall be licensed to do business in the State of Tennessee and shall have an "A-" or better rating from the A.M. Best Company. Make Bid Bond payable to Owner. Attorney-in-fact who executes Bid Bond on behalf of surety shall attach a current copy of his power of attorney to Bid Bond.

The Owner will have the right to retain bid security of Bidders to whom an award is being considered until either (a) specified time has elapsed so that Bids may be withdrawn, or (b) all Bids have been rejected.

### **SUBMISSION OF BID**

Submit Bid and Bid Bond in a sealed opaque envelope. Identify envelope with name and address of Bidder and clearly mark envelope as "SEALED BID ENCLOSED - PAVEMENT MARKING SERVICES - to be opened July 7, 2017" on the face thereof.

If the bid is \$25,000, or more, the bid envelope is required to have the *contractor's name, license number, expiration date and classification on it. (Noncomplying bids are voided).*  
PAVEMENT MARKING SERVICES – CITY OF BRENTWOOD

Submit Bids in accordance with Invitation to Bid. It is the Bidder's responsibility to insure receipt of his Bid, before time set and at the place identified for receipt of Bids. Bids received after scheduled opening time will be returned to bidder unopened.

### **MODIFICATION OF WITHDRAWAL OF BID**

Withdrawal of a submitted Bid before scheduled opening time requires a written request signed by a person legally authorized to bind Bidder to the Contract. Withdrawn Bids may not be resubmitted.



Bid modifications shall be written as add or deduct only and require signature of a person legally authorized to bind Bidder to contract.

Bids shall not be withdrawn or modified after scheduled Bid opening time.

Bids shall not be withdrawn or canceled for time period stated in Bid Form subsequent to Bid opening without Owner's written permission.

### **OPENING OF BIDS**

Bids will be opened as announced in Invitation to Bid.

### **REJECTION OF BIDS**

Owner reserves the right to accept or reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

Evidence of collusion with intent to defraud or other illegal practices by Bidder may result in Bid disqualification by Owner before or after Bid opening.

PAVEMENT MARKING SERVICES - CITY OF BRENTWOOD

### **ACCEPTANCE OF BID (AWARD)**

Owner intends to award the work to the lowest responsible Bidder, provided Bid has been submitted in accordance with requirements of Bidding Documents and does not exceed funds available. Owner shall have right to waive informalities or irregularities in a Bid received, and to negotiate contract terms with various Bidders in accordance with applicable laws in Owner's best interests.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in Bidding Documents, and to determine the lowest responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

### **PERFORMANCE BOND AND PAYMENT BOND**

Furnish and pay for bonds covering faithful performance of Contract and payment of obligations arising therein. The cost of such bonds shall be included in the bid.

### **TIME OF DELIVERY AND FORM OF BONDS**

Deliver Completion and Performance Bond and Labor and Material Bond to Owner not later than three days following date of execution of Contract. If Work is commenced prior thereto in response to a letter of intent, Bidder shall, prior to commencement of the Work, submit evidence satisfactory to Owner that such bonds will be furnished and delivered in accordance with Bidding Documents.

Amount of bonds shall be 100 percent of the Contract Sum.



Bonds shall be dated on or after date of Contract.

Surety company shall be licensed to do business in the State of Tennessee. Bonds signed by an attorney-in-fact shall have the power of attorney attached. Surety company shall have at least an

#### **PAVEMENT MARKING SERVICES - CITY OF BRENTWOOD**

"A-" rating according to A. M. Best Company.

All bonds must be executed to the satisfaction of the City of Brentwood. Bonds shall substantially follow the form provided herein.

#### **PERFORMANCE BOND AND PAYMENT BOND**

Furnish and pay for bonds covering faithful performance of Contract and payment of obligations arising therein. The cost of such bonds shall be included in the bid.

#### **TIME OF DELIVERY AND FORM OF BONDS**

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Amount of bonds shall be 100 percent of the Contract Sum.

Bonds shall be dated on or after date of Contract.

Surety company shall be licensed to do business in the State of Tennessee. Bonds signed by an attorney-in-fact shall have the power of attorney attached. Surety company shall have at least an "A-" rating according to A. M. Best Company.

All bonds must be executed to the satisfaction of the City of Brentwood. Bonds shall substantially follow the form provided herein.



**COMPLETION AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ (Name and address of legal title or Contractor) as Principal, Hereinafter called Contractor, and \_\_\_\_\_ SURETY, hereinafter called Surety, and held firmly bound unto the City of Brentwood, as Obligee in the amount of \_\_\_\_\_ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_ entered into a Contract with the City of Brentwood for Pavement Marking Services in accordance with the specifications and approved amendments, which Contract is by reference made a part hereof, including all the obligations thereunder, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform and Contract, including all the obligations thereunder, then this obligation shall be null and void; unless otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by City to be, in default under the Contract or any part thereof, the City having performed the City's obligation thereunder, the Surety may promptly remedy the default, or shall promptly at the City's option:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for submission to the City for completing the in accordance with its terms and conditions, and upon determination by Owner and Surety of lowest responsible bidder, arrange for a contract between such bidder and the City and make available as work progresses (even though there shall be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion or any obligation thereunder.

Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.



SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS



**LABOR AND MATERIAL BOND**

Know all men by these presents:

That We \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held firmly bound unto the CITY OF BRENTWOOD, hereinafter called the Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS: Said principal has entered into a certain Contract with said obligee dated \_\_\_\_\_, 20\_\_\_\_ (herein called the Contract) for the full and complete performance of \_\_\_\_\_ for which the contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such that if said Principal. And all contractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said

Principal and of such contractors shall promptly make payments to the persons supplying him, or them, with labor, material, fuel or supplies, for or in the prosecution of the work provided for in said Contract and for payment of reasonable attorney's fees, incurred by the Claimant or Claimants in suits on said Bond, then the above obligation shall be void; otherwise to remain in full force and effect. Provided, however, that this Bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, materials, fuel or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety of this Bond which right of action shall be asserted in a proceeding, instituted in the country in which the principal does business. Such right of action shall be asserted in a proceeding instituted in the name of the Claimant or Claimants for his or their use and benefit against said Principal and Surety or either of them, (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint Kirk Bednar, City Manager, (Executive



Office of the Obligee) as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/ or Surety.

c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employer's liability statute.

In Witness Whereof, the parties have executed this agreement on the day and date first above written in two counterparts, each of which shall without proof or accounting for the other counterpart, be deemed an original contract.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

---

BY:

---

PRINCIPAL

---

SURETY

---

WITNESS

---

WITNESS



TO: Mr. Kirk Bednar, City Manager  
Brentwood Municipal Center  
5211 Maryland Way  
Brentwood, Tennessee 37024-0788

RE: Pavement Marking Services  
Brentwood, Tennessee

The undersigned, as Bidder, hereby declares that this Bid is made without any expressed or implied connection (financial or otherwise) with any other person or company or parties making a bid on the above named Project; and that this Bid is, in all respects, fair and in good faith without collusion or fraud.

The undersigned as bidder acknowledges by his signature that he has visited and examined the site of the proposed work and has received and examined the documents for the Completion of the above mentioned Project, and has included their provisions in his Bid. The Bidder further acknowledges that he has received the following Addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

In submitting this Bid, the Bidder agrees:

1. To hold open his Bid for 60 days from the date shown above.
2. To enter into and execute a Contract, if awarded, on the basis of this Bid, and to furnish the required Bonds.
3. To accomplish Work in accordance with the Contract Document.
4. To provide in full and complete accord with the shown, noted, described, and reasonably intended requirements of the Specifications and Contract Documents, and to supply all labor, materials, transportation and appliances to complete the work to the full and entire satisfaction of the owner for the amounts listed below.
5. To begin work within ten (10) days after the written notification of the acceptance of this Proposal. Bidder also agrees to time work procedure in accordance with the instructions given in these specifications.



**IRAN DIVESTMENT ACT REQUIREMENTS**

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

**CERTIFICATION**

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

  
Signature

6/30/17  
Date

Robert A. Mallory, Jr.  
Printed Name

President  
Title

Kerr Bros. & Assoc., Inc.  
Name of Firm/Company



## **PROJECT SPECIFICATIONS**

### **Paving Marking Services**

#### **A. Definitions and General Information**

1. The City of Brentwood desires to contract a professional pavement marking service for a period of one year.
2. The contractor selected shall meet all minimum requirements of this proposal.
3. All materials, equipment and techniques provided shall conform with the standards and requirements of the Tennessee Department of Transportation Bureau of Highways Standard Specifications for Road and Bridge Construction, March 1995, and the Federal Highway Administration Manual on Uniform Traffic Control Devices. Each of these documents are specified to be an effectual part of this contract document as if published herein.

#### **B. Contractor's Obligations**

1. The contractor must be able to meet all requirements of this project.
2. The contractor will provide fuel and maintenance of all vehicles and for equipment.
3. The contractor must have a supervisor or foreman available at all times to direct operations. This supervisor or foreman will report to the Director of Public Works or his designee any problems that occur, and provide progress reports on monthly basis.
4. The contractor shall provide drivers with a CDL driver's license, class "D" within an F endorsement minimum.
5. The contractor agrees not to sublet or assign this contract in whole or in part without the written authorization of the Director of Public Works.



**BID PROPOSAL FORM**

Item No.	Est. Qty.	Pay Item	Pay Unit	Unit Price				Estimated Item Cost
				Dollars		Cents		
716-01.01	50	Raised Pavement Markers (Type 1)	Each	15.00	Dollars	0	Cents	\$ 750.00
716-01.02	50	Raised Pavement Markers (Type 2)	Each	15.00	Dollars	0	Cents	\$ 750.00
716-01.03	50	Raised Pavement Markers (Type 3)	Each	15.00	Dollars	0	Cents	\$ 750.00
716-02.01	1	Plastic Pavement Marking (Line-30ML)	LM	1,500.00	Dollars	0	Cents	\$1,500.00
716-02.01A	1000	Plastic Pavement Marking (6" in Barrier Line- 30ML)	LF	NO	Dollars	.50	Cents	\$ 500.00
716-02.02	100	Plastic Pavement Marking (8" Barrier Line-90 ML)	LF	3.00	Dollars	0	Cents	\$ 300.00
716-02.03	120	Plastic Pavement 90 ML LF Marking (Cross-walk)	LF	6.00	Dollars	0	Cents	\$ 720.00
716-02.04	150	Plastic Pavement Marking (Channelization Striping-90 ML)	SF	15.00	Dollars	0	Cents	\$ 2,250.00
716-02.05A	120	Plastic Pavement Marking (Stop Line-90 ML)	LF	15.00	Dollars	0	Cents	\$ 1,800.00
716-02.05B	120	Plastic Pavement (4" Line-90 ML)	LF	NO	Dollars	.75	Cents	\$ 90.00
716-02.06	10	Plastic Pavement Marking (Turn Lane Arrows-90 ML)	Each	200.00	Dollars	0	Cents	\$ 2,000.00
716-02.09	600	Longitudinal Cross-walk (24"-90 ML)	LF	15.00	Dollars	0	Cents	\$ 9,000.00
716-04.05	5	Plastic Pavement Marking (Straight arrow-90 ML)	Each	200.00	Dollars	0	Cents	\$ 1,000.00
716-04.13	10	Plastic Pavement Marking (Bike Symbol/Arrow)	Each	400.00	Dollars	0	Cents	\$ 4,000.00
716-04.13	10	Plastic Pavement Marking (Shared Bike Symbol)	Each	400.00	Dollars	0	Cents	\$ 4,000.00
716-05.01	10	Painted Pavement Marking (Line)	LM	1,000.00	Dollars	0	Cents	\$ 10,000.00
716-05.02	100	Painted Pavement Marking (8" Barrier Ln)	LF	NO	Dollars	.50	Cents	\$ 50.00



Item No.	Est. Qty.	Pay Item	Pay Unit	Unit Price	Estimated Item Cost			
716-05.03	120	Painted Pavement Marking (Cross-Walk)	LF	3.00	Dollars	0	Cents	\$ 360.00
716-05.04	150	Painted Pavement Marking (Channelization Striping)	SY	15.00	Dollars	0	Cents	\$ 2,250.00
716-05.05	240	Painted Pavement Marking (Stop Line)	LF	10.00	Dollars	0	Cents	\$ 2,400.00
716-07.04	5	Painted Pavement Marking (Straight Turn Arrow)	Each	150.00	Dollars	0	Cents	\$750.00
716-07302	5	Painted Payment Marking (Double Turning Arrow)	LF	150.00	Dollars	0	Cents	\$ 750.00
716-07.03	50	Painted Pavement Marking (Dotted Line)	LF	NO	Dollars	.50	Cents	\$25.00
716-07.04	100	Painted Pavement Marking (Transverse Shoulder)	LF	3.00	Dollars	0	Cents	\$ 300.00
716-07.05	500	Removal of Existing Lines	LF	1.00	Dollars	0	Cents	\$ 500.00

\$ 46,795.00



**CONTRACT**

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Brentwood, Tennessee a municipal corporation, hereinafter called the "City," and a \_\_\_\_\_, hereinafter called the "Contractor."

**WITNESETH**

In consideration of the mutual promise of the parties hereto, they do AGREE as follows:

**ARTICLE 1 - SCOPE OF THIS CONTRACT**

The work to be done consists of furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services required for providing pavement marking services for the City of Brentwood in strict accordance with the terms and provisions of this Contract and any specifications attached hereto.

This contract shall commence from the date of above for one year unless extended or terminated earlier in accordance with the provisions hereof.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

**ARTICLE 2 - CHANGES**

A. The City may, by written order, (and without notice to the Sureties), make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

**ARTICLE 3 - INSPECTIONS**



All workmanship and services shall be subject to inspections, examinations and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge thereof. If the Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance thereof.

#### **ARTICLE 4 - SITE INVESTIGATION**

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters which can in any way affect the work under this Contract.

#### **ARTICLE 5 - DELAYS, DAMAGES**

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article I, or fails to complete the work within such time, the City may terminate the Contractor's right to proceed. In such event, the City may require the surety to fully perform and complete the work in the manner required by the Completion and Performance Bond and the City may take over the work prosecute the same to completion by contract or otherwise, and the Contractor and the Contractor's surety shall be liable to the City for any excess cost occasioned thereby. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore.

#### **ARTICLE 6 - PAYMENT**

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor monthly in accordance with the Base Prices set forth in the Price List attached hereto, subject to adjustments specified Article 3 (Inspections). Payment will be made within twenty (20) days after the end of each monthly period and invoice therefor. The Contractor shall submit an invoice after the 15th of each month showing the work performed during the month, street names, and the amount due.

#### **ARTICLE 7 - FINAL PAYMENT**

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon final payment, the City is to be released from all liability whatever growing out of this Contract.

#### **ARTICLE 8 - INDEMNIFICATION BY CONTRACTOR**



The Contractor hereby agrees to protect, indemnify and save harmless the City from and against any and all loss, expense, damage, charges and costs (including court costs and counsel fees) for injury to or death of persons and injury to or destruction of property or alleged to have been suffered as a result of any act or omission on the part of the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction of death as may be caused by the negligence of fault of the City.

#### **ARTICLE 9 - LABOR AND MATERIAL BOND**

Prior to commencing work under this Contract, the Contractor agrees to furnish a Labor and Material Bond with good and sufficient surety or sureties acceptable to the City, conditioned that the Contractor shall promptly make payments to the persons supplying labor, material, or supplies to the Contractor or subcontractors in the performance of the work under this Contract and any amendment or extension thereof. The form and conditions of this bond shall be as prescribed by the City and the penal sum thereof shall be \$25,000.00.

#### **ARTICLE 10 - RATE OF PROGRESS**

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, and equipment, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

#### **ARTICLE 11 - COMPLIANCE WITH ALL LAWS, ORDINANCES, STATUTES, AND REGULATIONS**

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations.

#### **ARTICLE 12 - INSURANCE**

The Contractor shall at all times during the Contract maintain a full force and effect Comprehensive General Liability, Worker's Compensation and Property Damage Insurance

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, 30 days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:



"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, 30 days' prior written notice will be given the certificate holder."

***COVERAGE SHALL BE MAINTAINED IN THE FOLLOWING MINIMUM AMOUNTS:***

1. Comprehensive General Liability:

Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
or Combined Single Limit of	\$1,000,000

2. Worker's Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$500,000 each person
	\$1,000,000 each occurrence
Property Damage	\$ 500,000 each occurrence
Or Combined Single Limit of	\$1,000,000

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

**ARTICLE 13 - PERMITS AND LICENSES**

The Contractor shall obtain, at the Contractor's expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

**ARTICLE 14 - SUBCONTRACTING AND ASSIGNMENT**

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.



- C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall make a condition of all subcontractors and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contractor Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

#### **ARTICLE 15 - SUPERINTENDENCE BY THE CONTRACTOR**

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work with authority to act for it.

#### **ARTICLE 16 - TERMINATION**

Notwithstanding any other provisions in this Contract, the Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within allowed times for completion as set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

#### **ARTICLE 17 - TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, of stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, map, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may



withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

#### **ARTICLE 18 - ANTIDISCRIMINATION**

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person seeking employment with or by the Contractor because of race, creed, color, or national origin.

#### **ARTICLE 19 - PERSONNEL**

A. The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

#### **ARTICLE 20 - REPORTS AND INFORMATION**

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract.

#### **ARTICLE 21 - OPTION TO EXTEND**

This contract may be extended at the option of the City of Brentwood's Public Works Director under the same terms and conditions for an additional one year period, provided the Bidder agrees to the extension.

This contract may be extended for a third year upon approval by the City of Brentwood's Board of Commissioners provided the Bidder agrees to the extension under the same terms and conditions. The Bidder shall be notified in writing of these extensions after approval.



IN WITNESS WHEREOF, the parties hereto have executed this Contract as of this day and year first above written, the City of Brentwood, Tennessee, by its Mayor, by authority duly given

**CITY OF BRENTWOOD, TENNESSEE**

**CONTRACTOR**

By \_\_\_\_\_  
*Mayor*

By \_\_\_\_\_  
*Authorized Officer*

Attest:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
*Title*

Approved as to Form and Legality:

\_\_\_\_\_  
*City Attorney*



## AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Kerr Bros. & Assoc., Inc.

P.O. Box 110071

Nashville, TN 37222

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland

26 Century Boulevard - Suite 305 North

Nashville, TN 37214

OWNER (Name, legal status and address):

City of Brentwood

5211 Maryland Way - P.O. Box 788

Brentwood, TN 37024-0788

Bond Amount: Five Percent (5%) of Amount of Attached Bid

PROJECT : (Name, location or address, and Project number, if any):

PW 01-2017, Marking Pavement Services, City of Brentwood

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

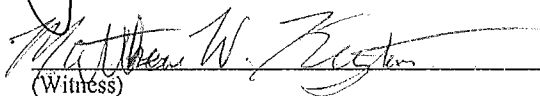
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of July, 2017



(Witness)

(Seal)



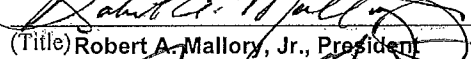
(Witness)

(Seal)

Kerr Bros. & Assoc., Inc.

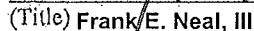
(Principal)

(Seal)



(Title) Robert A. Mallory, Jr., President  
Fidelity and Deposit Company of Maryland

(Surety)



(Title) Frank E. Neal, III  
Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Frank E. NEAL JR, Frank E. NEAL, III, Mark NEAL, Brent W. NEAL, Michael B. MATTOX, Frank E. NEAL, IV, Robert A. DAVIDSON, Andrew D. HEBERT and Matthew W. KEYTON**, all of Nashville, Tennessee, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of May, A.D. 2017.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



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

*Dawn E. Brown*  
Assistant Secretary  
Dawn E. Brown

*Michael Bond*

Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 19th day of May, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019





## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 07<sup>th</sup> day of July, 2017.



*David D. McVicker*

David McVicker, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056



# BID TABULATION – CITY OF BRENTWOOD

Pavement Marking Services

Friday, July 7, 2017 at 2:00 p.m.

BIDDER	BASE BID	NOTES
*Kerr Bros. & Associates, Inc.	\$46,795	

\*Lowest bid / Only Bid

cc: Kirk Bednar  
Jay Evans  
Jeff Donegan  
Debbie Hedgepath (files)  
Karen Harper



## **Brentwood City Commission Agenda**

**Meeting Date:** 07/24/2017

Resolution 2017-56 - Authorizing Agreement with Windrow Phillips Group for Government Relations Services

**Submitted by:** Roger Horner, Legal

**Department:** Legal

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### **Information**

#### **Subject**

Resolution 2017-56 - Agreement with Windrow Phillips Group for Government Relations Services

#### **Background**

In February, 2017, the City of Brentwood engaged the Windrow Phillips Group to represent the City's position on short-term rentals at the Tennessee General Assembly.

The cost for these services was \$9,900. While the short-term rental legislation opposed by the City failed to pass this year, legislators have indicated it will be brought back next year. Staff is now requesting approval to engage Windrow Phillips again for the year ahead. In addition to continuing assistance with the short-term rental issue, the accompanying proposal provides that the firm's services to the City would be expanded to include any matters that affect the City at the State level.

If trends of the last few years continue, legislation that removes municipal powers or otherwise adversely affects cities will proliferate. Having daily representation at the General Assembly provides the City with access to legislators at crucial moments, along with better insights into the maneuvering that takes place both publicly and behind the scenes. While the Tennessee Municipal League provides representation for all of its member cities, Windrow Phillips will be focused on Brentwood's specific positions and needs. At the same time, Windrow Phillips also represents a coalition of other Tennessee cities with interests that are often similar to Brentwood's, including Alcoa, Gatlinburg, Goodlettsville, Johnson City, Kingsport, Maryville, Oak Ridge and Pigeon Forge.

The new proposal from Windrow Phillips also provides that its services will include assistance with issues that may arise with the various departments of the State or the Governor's Office. The cost of the firm's services to the City will be \$30,000.

Additionally, the City will pay \$600 to register four representatives of the firm as lobbyists for the City. These costs are budgeted in the Legal Department's operating budget for the 2017-18 fiscal year.

The proposal and engagement letter from Windrow Phillips are attached. Please advise



the City Manager or City Attorney if you have any questions.

**Staff Recommendation**

Staff recommends acceptance of the proposal from the Windrow Phillips Group.

**Previous Commission Action**

No previous Board of Commissioners action. The previous agreement with Windrow Phillips was at a cost of less than \$10,000 and did not require Board approval.

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**Fiscal Impact**

**Amount :** \$30,600.00

**Source of Funds:** General Fund

**Account Number:** 110-41520-82520

**Fiscal Impact:**

Funding for these services is included in the Legal Department's operating budget for the 2017-18 fiscal year.

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**Attachments**

Resolution 2017-56

Windrow Phillips engagement letter

Windrow Phillips proposal

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**RESOLUTION 2017-56**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND THE WINDROW PHILLIPS GROUP FOR GOVERNMENT  
RELATIONS SERVICES, A COPY OF SAID AGREEMENT BEING ATTACHED  
HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE**

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

**SECTION 1.** That the Mayor is hereby authorized to execute a license agreement by and between the City of Brentwood and the Windrow Phillips Group for government relations services, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Jill Burgin

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

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

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

\_\_\_\_\_  
Roger A. Horner





June 14, 2017

Mayor Jill Burgin  
Mayor  
City of Brentwood, TN  
5211 Maryland Way  
Brentwood, TN 37027

Mr. Kirk Bednar  
City Manager  
City of Brentwood, TN  
5211 Maryland Way  
Brentwood, TN 37027

Dear Mayor Burgin and Mr. Bednar,

We are pleased about the opportunity to represent the City of Brentwood for Tennessee state government relations work in 2017-2018.

Our agreement with the City is outlined below:

The agreement with the City will begin July 1, 2017 through June 30, 2018.

The Windrow Phillips Group agrees to represent the City of Brentwood as outlined in our proposal.

The City of Brentwood will pay an annual fee of \$30,000 to the Windrow Phillips Group for its services during the contract period.

The annual fee will be divided into equal monthly payments in the amount of \$2,500.

The Tennessee Ethics Commission will assess the Windrow Phillips Group a registration fee of \$150 per person in connection with representation of the City of Brentwood. The fees for Anna Durham Windrow, Bill Phillips, Ryan Swindell and Joe May, who are registered to lobby for the company, will be billed separately to the City (outside of the

contract amount) by the Windrow Phillips Group. The total reimbursement by the City of registration fees paid to the State will total \$600.

On behalf of the Windrow Phillips Group, I sincerely appreciate the opportunity to represent the City of Brentwood and all of us look forward to working with you this coming year. Please sign, date and return this engagement letter to our office.  
Thanks!

Sincerely,

A handwritten signature in blue ink that reads "Anna Durham Windrow". The signature is fluid and cursive, with the first name "Anna" being the most prominent.

Anna Durham Windrow  
Windrow Phillips Group

AGREED TO AND ACCEPTED:

City of Brentwood, Tennessee

By: \_\_\_\_\_  
Mayor, Jill Burgin

Date: \_\_\_\_\_





June 14, 2017

Mr. Kirk Bednar  
Brentwood City Manager  
5211 Maryland Way  
Brentwood, TN 37027

RE: Proposal for City of Brentwood, TN

Dear Kirk,

We were very pleased to have had the opportunity to represent the City of Brentwood for state government relations work during the legislative session of 2017.

In response to your request for a continuation and expansion of our services we propose the following arrangement.

The main purpose of this representation will be to assist you with any matters or issues that affect the City of Brentwood at the state level whether they be in one of the Administrative Departments of Tennessee State government, the Governor's office or the Tennessee General Assembly. As well as work with the Legislative and Administrative Branches of Government we assist clients with regulatory matters that come before Tennessee State Agencies, Boards and Commissions. Our firm is fully equipped to help you achieve the goals you set so that your City can continue to be an outstanding leader of municipal governments in Middle Tennessee and so that you can continue to provide outstanding service to your corporate and private citizens.

Scope of Representation we suggest for this engagement:

- Monitor and advocate for relevant issues on behalf of the City of Brentwood at the Tennessee General Assembly
- Work closely with members of the City's State Legislative Delegation; Regular communication with those members about City positions concerning legislation

- Facilitate and participate in meetings with key State officials in the Administrative Branch of Tennessee Government when needed
- Monitor and lobby issues important to the City that come before the State's Regulatory Agencies, Boards and Commissions.
- Overall work with the Administrative Branch of Tennessee Government on matters relevant to the City's issues

Our letters of engagement are for the term of a year and most of our clients prefer to receive monthly invoices for that retainer. However, due to accounting variations we do have clients that prefer to pay in a lump sum upfront or prefer to be invoiced monthly.

We do require a formal engagement letter signed by both parties for our files as the Tennessee Ethics Commission rules provide for random audits of registered lobbyists. For these audits the Commission prefers that there are contracts or letters of engagement in our files for each client and we are more than happy to comply. We have attached an engagement letter for you to sign and to return to us confirming our business arrangement should you make the decision to engage the Windrow Phillips Group.

The Tennessee Ethics Commission will assess the Windrow Phillips Group a registration fee of \$150 per person in connection with representation of the City of Brentwood. The fees for Anna Durham Windrow, Bill Phillips, Ryan Swindell and Joe May, who are registered to lobby for the company, will be billed separately to the City (outside of the contract amount) by the Windrow Phillips Group. The total reimbursement by the City of registration fees paid to the State will total \$600.

Again, thank you for the opportunity to talk about becoming a part of the City's team. We are excited about the possibility and look forward to answering any further questions you may have.

Additional information about Windrow Phillips Group is attached.

Best Regards,



Anna Durham Windrow

*Windrow Phillips Group  
511 Union Street  
Suite 1820  
Nashville, TN 37219  
Office Phone: 615-401-4727  
Fax: 615-401-4729  
Cell: 615-838-3536*



# Windrow Phillips Group

Windrow Phillips Group is a government relations firm based in Nashville, Tennessee. We have extensive experience with every level of government, offering unparalleled resources for municipalities and businesses in need of strategic government relations counsel and lobbying services.



Our three principals offer together what we consider to be the most comprehensive, diverse and effective set of skills and government experience available in Tennessee.

## What makes us different?

### *Team Approach*

A common practice in other lobbying firms is to assign one lobbyist to a client. With the Windrow Phillips Group, you get the whole team. We make a point for all three of us to know as much about every issue for our clients as possible. Yes, that's tough work for us, but we think it makes your job easier. On the flip side, our team presents a versatile set of representatives who can divide responsibilities when you have more than one interest occurring at the same time.

### *Accessibility*

This team approach also gives you ultimate accessibility to your lobbying team. Since all three members will be assigned to your project, you can contact any one of us at any time. We work to provide consistent communication for your needs.

### *Candid Advice*

Other lobbying firms may tell you what you want to hear to gain your business. We pride ourselves on being candid with clients about the probability of success.

### *Gut Instincts*

As previously stated, we provide many years of experience inside government as well as working with government from the outside. Bill has been a Deputy Governor, a Deputy Mayor and a lobbyist for the private sector. Anna has been a Governor's top Senior Advisor and in the state government relations sector for over three decades after beginning her career on the staff of a U.S. Senator. Ryan started in the public sector straight out of college in the House Clerk's office, moving to work in the House Majority Leader's office, then capping his public sector experience as a Legislative Liaison over the span of a decade for two governors. These combined years of experience provide us, as partners, with the gut instincts you'll need in a crisis or for the day to day business of government.

### *Ethics*

We are ethical and professional. Your organization must demand advocacy rooted in honesty and integrity. Our team brings an extensive and long term track record of professional and ethical representation in state and local governments for an array of clients, from Fortune 500 companies to seven outstanding Tennessee cities.



## Communication

At Windrow Phillips Group, we believe clear, concise and consistent communication is essential to the success of our client relationships. This is how we plan to communicate with you.

### *In-person Meetings and Telephone Calls*

We find it very important to talk regularly with our clients over the telephone or in-person. We are available to communicate via conference calls, individual calls, emails, texts or any method our clients prefer. Confidentiality is paramount in our business and we operate on that premise. Also, we welcome and encourage, where appropriate, client participation in legislative committee meetings during the session.

### *Newsletters*

We produce and distribute an electronic newsletter of pertinent state focused political and government news to our clients and friends. This newsletter is distributed weekly during the legislative session, and as needed the rest of the year.

### *Weekly Bill Reports*

As a matter of practice during the legislative session, we provide the client with a specialized electronic report summarizing pending legislation of interest to the client and actions taken by the House and Senate on such legislation.

### *The Tennessee Journal*

Separately, we maintain a contractual relationship with the publishers of The Tennessee Journal that allows us to distribute their political newsletter to our clients. The Tennessee Journal, a copyrighted publication, is full of valuable information, and we're proud to offer that publication to interested clients.

## Who We Are

### *Anna Durham Windrow*

Anna is a veteran government relations specialist, having spent more than 30 years at the Tennessee State Capitol advocating for business, industry and local governments. After graduating in the first class of women at the University of the South: Sewanee, she joined First American National Bank in Nashville in the marketing and public affairs area.



After some years with the bank she left her banking career to become a part of the re-election effort for one of Tennessee's former United States Senators and former Ambassador to China, Jim Sasser. Anna worked both on the campaign as a fund-raiser and then later as an aide to the Senator on his U.S. Senate personal staff.

Her career moved to the Tennessee State Capitol when the Tennessee Building Material Dealers' Association hired her to be their new Executive Director. Her work for the Association included lobbying at the State Capitol and within two years, the law firm of Bass Berry & Sims engaged her to become the Director of State Government relations. Anna began her work at Bass representing clients of the firm at the Tennessee General Assembly along side senior law firm partner and former Tennessee Lieutenant Governor Frank C. Gorrell.

After a decade at the firm, Anna founded a new government relations practice, Anna Windrow & Associates. She continued to represent clients of the firm on a contractual basis, doing work for businesses such as Brown Foreman (Jack Daniel's Whiskey) and American Express, while taking on new clients such as the Metropolitan Nashville-Davidson County Government under the leadership of then-Mayor Phil Bredesen.

After Tennessee's gubernatorial election in 2002, Anna closed her government relations practice to join newly elected Governor Bredesen in the Governor's office as a Cabinet member in the position of Senior Advisor to the Governor. Her work included coordination between the Governor's office and department Commissioners, managing the governor's legislative agenda at the General Assembly, serving as a part of the Governor's strategic senior team on major policy initiatives and implementing the Tennessee



Education Lottery which included identifying and helping hire the Lottery's current Executive Director.

In January of 2005 Anna transitioned from the Governor's office back into the private sector, opening her second government relations firm. She and her partners, Ryan Swindell and Bill Phillips operate today as the Windrow Phillips Group.

A Gallatin, Tennessee native, Anna was one of the first several presidents of the Tennessee Lobbyist Association and one of its founding board members. Her interests outside of the political sector are Tennessee history and psychology. She has one grown son, Robert Windrow, an integrative therapist at the Estuary in Nashville and a daughter-in-law, Dana Windrow, a partner in the event planning company of Page & Windrow.

### *Bill R. Phillips*

Bill brings more than 37 years of experience as a public servant in executive leadership positions at the local, state and federal levels of government. Since 2010, he has been a partner in the Windrow Phillips Group, but a quick glance at Bill's earlier career history helps define his wide ranging expertise.

Beginning as a young reporter and then moving to the world of gubernatorial and presidential politics, Bill knows no surprises. While he has an extensive background on the federal side he has also served seven and a half years as Deputy Mayor of Nashville. Before his stint as Deputy Mayor and in 1994, he became Associate Vice Chancellor for University Relations at Vanderbilt University, after concluding a year long fellowship at Vanderbilt's First Amendment Center. While there, Bill co-authored the book *Nothing Sacred*, which examined the relationship between the media and political leaders with an emphasis on privacy and fairness issues.



Bill served as a Presidential appointee in various capacities during the executive administrations of President Ronald Reagan and President George H.W. Bush, and as Deputy Governor to Nevada Governor Robert List. Also he served as Chief of Staff of the

Republican National Committee (RNC) and Manager of the 1988 Republican Convention, and has worked in three Presidential campaigns for Republican candidates. In 1992, he was Assistant Campaign Manager for Operations of the Bush-Quayle Committee.

Today, as a public affairs consultant, Bill provides clients with a unique blend of professional services that ranges internationally and offers an unparalleled roster of experiences. Over the years, his clients have included the Republican National Committee, the McCain for President campaign, the Country Music Association, AT&T, Vanderbilt University, Belmont University, Lipscomb University, Nashville Chamber of Commerce, Nashville Convention and Visitors' Corp., Crescent Resources, Tennessee AARP, Brown and Caldwell Engineering, UBER Technologies and the International Republican Institute.

A native Texan, he is a Vietnam veteran, where he served on Advisory Team 1 of MACV. He is a graduate of the University of Nebraska-Omaha. Bill and his wife, Candy, reside in Brentwood and have three grown children.

### *Ryan Swindell*

Ryan Swindell has an outstanding history of public service with the State of Tennessee. In talking with others the consensus about Ryan is that he is known for his keen and nuanced understanding of public policy combined with a unique pragmatism about how to get the job done. These talents provide for a successful approach to the problems



Tennessee businesses and local governments face as they interact with state government.

He is a problem solver and is committed to assisting individuals and organizations find solutions to their issues on regulatory and legislative matters. His extensive background in the regulatory arena is a great help for clients navigating the rule making processes of state government. Ryan is well known for his genuine relationships at the Capitol, his relentless follow up on issues and his calm demeanor.

Prior to joining the Windrow Phillips Group, Ryan served as the Senior Legislative Liaison for the Tennessee Department of Environment and Conservation (TDEC) under



Governor Bill Haslam's administration. He has also served in this same capacity under former Governor Phil Bredesen. In addition to ten years in this position at TDEC, Ryan was the Legislative Director at the Tennessee Department of Transportation (TDOT).

Before entering the Executive Branch of Tennessee Government, Ryan worked for six years in the Tennessee General Assembly where he served as Chief Bill Clerk for the House of Representatives and later as the research analyst for the House Government Operations Committee, House Agriculture Committee and for the House Majority Leader.

Ryan is a native of Sparta, Tennessee and has a bachelor's degree from Tennessee Technological University. He is married to Baylor Bone Swindell and they have two children, Brady and Jane, ages 8 and 5.

## **Client List**

*AARP*

*Air Evac Lifeteam*

*Amazon.com*

*Bank of America*

*Belz Enterprises Inc.*

*City of Alcoa*

*City of Gatlinburg*

*City of Goodlettsville*

*City of Johnson City*

*City of Kingsport*

*City of Maryville*

*City of Oak Ridge*

*City of Pigeon Forge*

*Kentucky-Tennessee Water Environment Association*

*Mobilitie*

*Restoration Hardware*

*Sevier County Utility District*

*Support Solutions*

*Tennessee Farm Winegrowers Alliance*

*Tennessee Association of Utility Districts*

*Total Wine & More*



## **Brentwood City Commission Agenda**

**Meeting Date:** 07/24/2017

Approval for Purchase of Bulk Road Salt under State Contract for 2017/2018 and 2018/2019 Winter Seasons

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

**Department:** Public Works

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### **Information**

#### **Subject**

Approval for Purchase of Bulk Road Salt under State Contract for 2017/2018 and 2018/2019 Winter Seasons.

#### **Background**

In the past, the City has solicited competitive bids each year for bulk road salt for use during the winter months. For the past couple of years, bulk road salt has been available through state contract purchasing. The latest Tennessee Statewide Contract #54019 is again offering local governments access to road salt at a very favorable price. The state contract price is \$71.25 per ton, including delivery. The City has paid upwards of \$98.00 per ton plus hauling costs from Hailey's Harbor on the northwest side of Nashville in past years. The price offered is for two winter seasons - 2017/2018 and 2018/2019. An important provision under this state contract is that the amount reserved for salt does not have to be purchased unless needed.

Staff recommends reserving 1,200 tons (600 tons per year) for use over the next two winter seasons, resulting in an annual cost (if needed and purchased) of \$42,750.00 per year for the next two years. Again, the City will use only the amounts needed for the season and will not be obligated to buy any salt unless it is needed to replenish stock piles.

Please direct any questions to the Public Works Director.

#### **Staff Recommendation**

Staff recommends approval for the purchase of road salt under the Tennessee Statewide Contract #54019 for the 2017-2018 and 2018-2019 winter seasons.

#### **Previous Commission Action**

No previous Commission action on this item.

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### **Fiscal Impact**

**Amount :** \$42,750 per yea

**Source of Funds:** Public Works Opertating Fund

**Account Number:** 110-43120-82643

**Fiscal Impact:**

Adequate funds are included in the annual Public Works general fund budget. The amount shown is the maximum, we will only purchase the amount needed to replenish stock piles.

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**Attachments**

State Contract 54019 (Bulk Salt)

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## MORTON SALT

June 22, 2017

City of Brentwood  
P.O. Box 788  
Brentwood, TN 37024-0788

Dear Sir/Madam:

Morton Salt, Inc. is pleased to offer you the following pricing and quantities of Bulk Ice Control Salt for the 2017-2019 winter seasons. To confirm and accept this quotation, please sign the acceptance and return (email or fax) by the date shown below. Purchases and pricing based on Tennessee Statewide Contract # 54019.

Description	Valid From	Valid To		Min Order
Bulk Safe-T-Salt	June 1, 2017	May 31, 2019	Delivered	22 TON
	NASHVILLE STOCKPILE		1200 TON	71.25 USD per TON

Delivered prices are based upon full truckload quantities specific to the delivery address shown below.

Please review your account information and advise if any changes are required.

Delivery Address:

City of Brentwood  
1750 General George Patton Drive  
Brentwood, TN 37027-7901

### Acceptance:

I accept the Morton Salt, Inc. price for the 17/18 period.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**This is your confirmation; No further acknowledgement will be sent.**

## **Brentwood City Commission Agenda**

**Meeting Date:** 07/24/2017

Resolution 2017-57 - Adoption of Policy for Installation of Mid-Block Pedestrian Crossings Within the City of Brentwood

**Submitted by:** Kirk Bednar, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Resolution 2017-57 - Adoption of Policy for Installation of Mid-Block Pedestrian Crossings Within the City of Brentwood

#### **Background**

Many neighborhoods in Brentwood were developed when sidewalks were not required and prior to the focus on development of multi-use trails and other bike and pedestrian facilities. As a result, safe pedestrian facilities are limited or completely lacking in many areas of the community.

Providing expanded pedestrian opportunities to access schools, parks, and commercial districts is an objective of the Brentwood 2030 plan, but retrofitting existing developed areas is extremely difficult or impossible due to the impacts on private property. In locations where facilities are available, they are often only on one side of the road. Installation of mid-block pedestrian crossings (defined as a marked pedestrian crossing that does not include a traffic signal or a stop sign that requires motor vehicles to stop before entering the crosswalk) provides an opportunity to improve pedestrian connectivity throughout the community, but such crossings are not appropriate in all circumstances and must be considered carefully to insure pedestrian safety is not compromised and vehicular traffic is not overly impacted.

The Manual on Uniform Traffic Control Devices (MUTCD) states the following regarding installation of pedestrian crosswalks at mid-block locations:

*Crosswalk lines should not be used indiscriminately. An engineering study should be performed before a marked crosswalk is installed at a location away from a traffic control signal or an approach controlled by a STOP or YIELD sign. The engineering study should consider the number of lanes, the presence of a median, the distance from adjacent signalized intersections, the pedestrian volumes and delays, the average daily traffic (ADT), the posted or statutory speed limit or 85th-percentile speed, the geometry of the location, the possible consolidation of multiple crossing points, the availability of street lighting, and other appropriate factors.*



The purpose of the proposed policy is to outline the conditions and process for determining where mid-block pedestrian crossings may be installed and the appropriate pavement markings and signage for such crossings. The objective of this policy is to provide safe and efficient pedestrian crossing facilities at appropriate locations that can reduce vehicle trips by providing access to traffic generators such as schools, parks, multi-use trails, commercial centers, etc.

Complete details are provided in the proposed policy attached, but the primary factors that will be considered in determining whether a mid-block crossing is appropriate under the policy include:

1. Minimum pedestrian volume
2. Minimum and maximum vehicular volumes
3. Posted speed limit
4. Location of nearest controlled crossing
5. Geometry of the location including driver sight distance
6. Presence of street lighting
7. ADA accessibility

Note that for obvious safety reasons, mid-block crossings would not be considered on state highways or streets that carry more than 15,000 vehicles per day. Also, the policy requires that there be sufficient pedestrian facilities on each side of the proposed crossing location to allow for safe pedestrian access to and from the crossing. In some instances, this may require installation of short sidewalk segments on one side of the crossing point.

The consideration for installation of a mid-block pedestrian crossing at or in close proximity to a neighborhood entrance will be initiated by a written request from the homeowner's association representing the affected neighborhood to the City of Brentwood's Public Works Department. If no homeowner's association exists for the neighborhood, the request may come from a petition signed by residents representing 20% of the homes in a neighborhood located within a 1,000 foot radius of the proposed crossing point. The request must specifically identify the location of the requested mid-block pedestrian crossing. The consideration for installation of a mid-block pedestrian crossing within a commercial area may be initiated by a petition from a minimum of 20 employees who work within a 1,000 foot radius of the proposed crossing point. For a proposed crossing located adjacent to a school, the request must come from the principal of the school or the President of the Parent Teacher Organization.

Once a valid request is received, City staff, in conjunction with a traffic engineer, will assess the proposed location and determine whether it meets the various requirements of the policy. If the location does meet the requirements of the policy, the cost to install the crossing and associated signage, etc., including any required sidewalk additions, will be borne by the City, subject to funding availability through the normal budgeting process. If the addition of pedestrian facilities leading to/from the proposed crossing will cost more than \$10,000, the policy requires approval by the City Commission.

### **Staff Recommendation**

Staff recommends approval of the attached resolution adopting the mid-block crossing policy.

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### **Fiscal Impact**

**Amount :**

**Source of Funds:**

**Account Number:**

**Fiscal Impact:**

While adoption of the policy does not create any direct financial obligation for the City, it should be noted that annual funding is provided in the six-year CIP for bike and pedestrian improvements. This annual funding would be the source of funds for the installation of crossings qualifying under this policy.

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### **Attachments**

Resolution 2017-57

Mid-Block Crossing Policy

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**RESOLUTION 2017-57**

**A RESOLUTION TO ADOPT A POLICY FOR INSTALLATION OF MID-BLOCK  
PEDESTRIAN CROSSINGS WITHIN THE CITY OF BRENTWOOD**

**WHEREAS**, the City of Brentwood desires to provide safe and efficient methods for pedestrians to reach their destinations; and

**WHEREAS**, marked mid-block crossings, when installed in appropriate locations, can provide safety enhancements for pedestrians and can potentially reduce vehicle trips by providing easier pedestrian access; and

**WHEREAS**, the policy accompanying this resolution is intended to guide the City in determining the circumstances under which mid-block crossings should be installed.

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

**SECTION 1.** That the policy for installation of mid-block pedestrian crossings within the City of Brentwood, which is attached hereto as Attachment A and made a part of this resolution by reference, is hereby adopted.

**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 Jill Burgin

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

*Approved as to form:*

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

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

# **POLICY FOR INSTALLATION OF MID-BLOCK PEDESTRIAN CROSSINGS WITHIN THE CITY OF BRENTWOOD, TENNESSEE**

## **I. Purpose**

The purpose of this policy is to outline the conditions and process for determining where Mid-Block pedestrian crossings may be installed within the City of Brentwood and the appropriate pavement markings and signage for such crossings. The objective of this policy is to provide safe and efficient pedestrian crossing facilities at appropriate locations that can reduce vehicle trips by providing access to traffic generators such as schools, parks, multi-use trails, commercial centers, etc.

## **II. Definitions**

This section includes the definitions of some of the common technical terms used in this document.

### **Average Daily Traffic (ADT)**

The amount of vehicular traffic that crosses an imaginary line across a roadway in a 24-hour period. ADT information typically includes both directions of vehicle travel.

### **Controlled Pedestrian Crossing**

A pedestrian crossing where motorists are required to stop at intersections by a stop sign or traffic signal

### **Curb Extensions**

A roadway edge treatment where a curb line is bulged out toward the roadway to narrow the width of the street. Curb extensions are often used at the location of a pedestrian crosswalk to minimize the distance and time that a crossing pedestrian must be in the roadway.

### **Gap in Traffic**

A gap in traffic is the space between vehicles approaching the pedestrian crossing. Gaps are typically measured in seconds, not distance, as it is the length of the gap in time that a pedestrian must be able to cross in. If there is no median refuge at the crossing, a pedestrian will need to find an acceptable gap in traffic approaching from two directions at once. This is much more challenging than finding a gap in each approach direction separately.

### **Marked Crosswalk**

A pedestrian crossing that is delineated by white crosswalk pavement markings. Marked crosswalks typically also are delineated by a variety of traffic signs. Marked crosswalks would also have curb ramps if there is curb and gutter in an area.



**Median Refuge**

An area in the middle of a roadway where a crossing pedestrian can take shelter from approaching traffic in either direction. In the context of these guidelines, the median refuge must include a raised median of some width. A median refuge allows a pedestrian to cross each direction of approaching traffic in a separate step. By using the refuge, the pedestrian must only find an acceptable gap in traffic for one approach direction at a time.

**Mid-Block Crossing**

A marked pedestrian crossing that does not include a traffic signal or a stop sign that requires motor vehicles to stop before entering the crosswalk. These typically occur at locations between controlled pedestrian crossings and include variety of pavement marking and/or signing features.

**Minimum Pedestrian Volume Threshold**

The minimum amount of pedestrian crossing traffic (typically in a one-hour period) that must be present to “warrant” the installation of a pedestrian crossing treatment.

**Multi-Use Trail Crossing**

A location where a trail designated as a multi-use trail intersects a roadway at-grade, and the path extends on both sides of the roadway.

**Raised Median**

An area in the middle of a roadway, commonly separating vehicles traveling in opposite directions, that is surrounded by curb and gutter and is physically raised above the surrounding pavement where vehicles travel. Raised medians often contain landscaped areas. See also Median Refuge.

**Rectangular Rapid Flash Beacons (RRFBs)**

RRFBs are small rectangular yellow flashing lights that are deployed with pedestrian crossing warning signs. They are typically actuated by a pedestrian push button and flash for a predetermined amount of time, to allow a pedestrian to cross the roadway, before going dark. RRFBs are warning devices and do not themselves create a legal requirement for a vehicle to stop when they are flashing.

**III. Background**

Many neighborhoods in Brentwood were developed when sidewalks were not required and prior to the focus on development of multi-use trails and other bike and pedestrian facilities. As a result, safe pedestrian facilities are limited or completely lacking in many areas of the community. Providing expanded pedestrian opportunities to access schools, parks, and commercial districts is an objective of the Brentwood 2030 plan, but retrofitting existing developed areas is extremely difficult or impossible due to the impacts on private property. In locations where facilities are available, they are often only on one side of the road. Installation of mid-block pedestrian crossings provides an opportunity to improve pedestrian

connectivity throughout the community but are not appropriate in all circumstances and must be considered carefully to insure pedestrian safety is not compromised and vehicular traffic is not overly impacted.

The Manual on Uniform Traffic Control Devices (MUTCD) states the following regarding installation of pedestrian crosswalks at mid-block locations:

*Crosswalk lines should not be used indiscriminately. An engineering study should be performed before a marked crosswalk is installed at a location away from a traffic control signal or an approach controlled by a STOP or YIELD sign. The engineering study should consider the number of lanes, the presence of a median, the distance from adjacent signalized intersections, the pedestrian volumes and delays, the average daily traffic (ADT), the posted or statutory speed limit or 85th-percentile speed, the geometry of the location, the possible consolidation of multiple crossing points, the availability of street lighting, and other appropriate factors.*

Any proposed mid-block pedestrian crossing proposed for installation under this policy must first undergo an engineering review by an independent traffic engineer to insure that the proposed crossing complies with the requirements of this policy as well as general traffic safety standards.

#### **IV. General Conditions**

The following are general criteria to be satisfied in addition to the warrant criteria when considering installation of mid-block pedestrian crossings:

1. Crossings must connect to established sidewalks or a multi-use trail at both ends or construction of such facilities must be included as part of the crossing installation.
2. ADA accessible ramps shall be included at both ends of a crossing installation unless there are engineering reasons they cannot be provided.
3. If applicable, street parking must be restricted adjacent to crossings to allow for adequate sight lines for both the motorists and the pedestrians. The length of the parking restriction shall be based on an engineering study.

#### **V. Basic Warrants**

The following warrants must be satisfied in order for a mid-block pedestrian crossing location to be considered for approval:

a. Minimum Pedestrian Volume Threshold

Crosswalks at locations with low pedestrian levels lose their effectiveness and become less safe as drivers rarely see pedestrians and ignore the warning signage. Therefore, the pedestrian volume at a proposed mid-block crossing location must be equal to or greater than twenty (20) pedestrians during the peak pedestrian hour.



Children/students count double, so ten (10) children/students meets the twenty pedestrian volume threshold. Alternatively, if the peak hour pedestrian volume establish above cannot be achieved, this warrant can also be met if the pedestrian volume averages five (5) or more per hour over the course of any eight hours in a day.

b. Induced Pedestrian Demand

In lieu of the Minimum Pedestrian Volume Threshold above, a location may be considered for a mid-block pedestrian crossing if it can be reasonably assumed that the required Minimum Pedestrian Volume Threshold level of pedestrian activity would be present except for the lack of an appropriately marked pedestrian crossing. Such locations must be located in the immediate vicinity of an entrance to a residential subdivision and within 1/2 mile of a recognized pedestrian attractor/generator as listed below, provided complete pedestrian facilities exist from the proposed crossing point to the pedestrian attractor/generator:

- Elementary/Middle/High Schools
- Community Civic Facility (i.e. library, senior citizens center, etc.)
- Government or Non-Profit Park and Recreation Facility
- Office and retail/restaurant developments

c. Minimum Vehicular Volume for Installation of Crossings

Gaps in traffic on streets with low traffic volumes normally allow pedestrians to cross the street safely and quickly without marked crosswalks. Therefore, mid-block pedestrian crossings should only be installed at locations where the average daily traffic (ADT) is at least 3,500 vehicles per day (vpd). Crossings can also be installed if hourly vehicle traffic exceeds 10% of required ADT during a peak hour of activity when pedestrian volumes also exceed their minimum threshold.

d. Maximum Vehicular Volume for Installation of Crossings

Due to safety concerns, installation of mid-block pedestrian crossings is not appropriate on high traffic volume roads. Therefore, mid-block pedestrian crossings shall not be installed at locations where the average daily traffic (ADT) is greater than 15,000 vehicles per day (vpd) or on state highways.

e. Posted Speed Warrant

The posted speed limit must be equal to or lower than 40 MPH except when the crossing would be located within a marked school speed zone.

f. Nearest Controlled Crossing

The proposed location must be farther than 350 feet from the nearest controlled pedestrian crossing (measured from the nearest edge of the proposed marked crosswalk to the closest edge of the controlled crossing).

g. Visibility Warrant

The motorist must have an unrestricted view of all pedestrians at the proposed location for a distance required by the following table (stopping sight distance is to be interpolated when 85th percentile speed is between 5 mph increments):

<b>Posted Speed Limit (MPH)</b>	<b>Stopping Sight Distance (feet)</b>
25	155
30	200
35	250
40	305

h. Illumination Warrant

The proposed location must have existing street lighting sufficient to adequately illuminate the proposed crossing location or such street lighting must be planned as part of the crossing installation.

i. Accessibility Warrant

The proposed location must have existing accessibility to disabled pedestrians or have accessibility improvements programmed.

## **VI. Multi-Use Trail Crossings**

Brentwood has an established multi-use trail network in many areas of the city, and roadway crossings often create barriers for pedestrians and bicyclists. Therefore, crossing locations connecting a multi-use trail on each side of a roadway are not subject to minimum pedestrian volume criteria for installation of crossings.

## **VII. Crossing Location Evaluation Procedures and Considerations**

Evaluation of an individual crossing location for potential crossing treatments in the City of Brentwood should include the following four basic steps:

Step 1: Request for Consideration

Step 2: Physical Data Collection



Step 3: Traffic Data Collection and Operational Observations

Step 4: Apply Data to Warrant Criteria

### **Step 1: Request for Consideration**

The consideration for installation of a mid-block pedestrian crossing at or in close proximity to a neighborhood entrance shall be initiated by a written request from the homeowner's association representing the affected neighborhood to the City of Brentwood's Public Works Department. If no homeowner's association exists for the neighborhood, the request may come from a petition signed by residents representing 20% of the homes in a neighborhood located within 1,000 feet of the proposed crossing point. The request shall specifically identify the location of the requested mid-block pedestrian crossing.

The consideration for installation of a mid-block pedestrian crossing within a commercial area may be initiated by a petition from a minimum of 20 employees who work within 1,000 feet of the proposed crossing point. For a proposed crossing located adjacent to a school, the request must come from the principal of the school or the President of the Parent Teacher Organization.

### **Step 2: Physical Data Collection**

Upon receipt of a valid request, the City will first conduct a physical review of the location to determine whether it meets the applicable warrant criteria. This review will:

- a. Document the posted speed along the major street at the crossing location.
- b. Identify the existing traffic control (if any) and any existing crossing treatments (signs, markings, etc.)
- c. Document the presence or absence of street lighting.
- d. Document the presence or absence of sidewalks or multi-use trails connecting both ends of the proposed crossing location.
- e. Document the presence or absence of appropriate curb ramps and any other ADA related facilities adjacent to the proposed crossing location.
- f. Determine the existing roadway configuration including the number of lanes and the presence of painted or raised medians at the crossing location.
- g. Identify the nearest marked or protected crossing and measure the distance to this crossing.
- h. Measure the stopping sight distance on all vehicular approaches to the crossing.
- i. Identify any other physical features such as horizontal or vertical curves that could impact the safety of the proposed crossing.

If, based on the results of the data collected in Step 2, it is determined that the proposed location does not meet the physical criteria established by this policy, the request shall be denied.

### **Step 3: Traffic Data Collection and Operational Observations**

If the information gathered in Step 2 meets all of the required crossing warrants, the City will proceed with gathering required traffic and operational data. This will include:

- a. Collect pedestrian crossing volumes during the peak hours of use. This will typically involve AM, mid-day, and PM peak hours. Locations near schools may only require two hours of data collection (AM and PM peak hours corresponding to school opening and closing times). All pedestrian volumes should include and differentiate between pedestrians and bicyclists and should note separately the number of children/student pedestrians.

Whenever possible, pedestrian and bicycle volumes should be collected during warm weather months and during fair weather conditions to represent peak crossing activity (i.e.: no snow, rain, or high winds). Counts should be scheduled at a time when nearby businesses are open or on school days when classes are in session. Given the potential fluctuation in pedestrian traffic from day to day, it may be necessary to collect up to three days of data to determine if a mid-block pedestrian crossing is warranted under this policy.

- b. Collect average daily traffic (ADT) volumes and 85<sup>th</sup> Percentile speed data for automobile traffic along the major roadway at the crossing location. A one-day sample should be adequate, with hourly volumes collected during the same hour as the peak pedestrian crossing volumes.
- c. Due to the potential for vehicular traffic queues to impact safety at the crossings, the presence of queues extending from downstream signals or intersections back into the crossing location should be observed. While collecting automobile traffic data, the formation of vehicle queues from adjacent intersections should be noted. If one or both directional queues reaches back to the crossing location, the number of times per hour that it reaches the crossing location should be noted and the maximum queue length should also be recorded.

### **Step 4: Apply Data to Warrant Criteria**

The data collected in Steps 2 and 3 above shall be applied to the warrant criteria established in this policy to determine if a mid-block pedestrian crossing is appropriate. A summary report shall be prepared to document the results of the analysis completed in Steps 2 and 3.

## **VIII. Signage and Pavement Markings**

The requirements for appropriate signage and pavement markings at a mid-block pedestrian crossing will vary by location. Any proposed crossing that meets the warrant



criteria established in this policy will be subject to review by a traffic engineer who will recommend all appropriate signage and a pavement marking plan for the location.

Note that installation of additional treatments such as flashing beacons, raised medians, curb extensions, etc. at the crossing location will be subject to the recommendation of the traffic engineer taking into consideration factors such as traffic and pedestrian volumes, road width, 85<sup>th</sup> percentile speed, gaps in traffic, etc.

## **IX. Funding**

Engineering analysis and installation of required signage and pavement markings for a mid-block pedestrian crossing will be the responsibility of the City subject to available funds as provided through the normal budgeting process. If installation of the crossing includes the addition of pedestrian facilities beyond the roadway itself (i.e. installation or extension of a sidewalk) and the cost of these added facilities exceeds \$10,000, approval by the City Commission is required.

Use of private funding by residents or homeowner's association to leverage city funding to expedite implementation is permissible, subject to approval by the City Commission.