



Agenda for the Regular Meeting of Board of Commissioners
Monday, October 9, 2017 - 7:00 pm
Brentwood City Hall

Call to Order by Mayor

Roll Call

Invocation by Commissioner Dunn

Pledge of Allegiance to the Flag by Vice Mayor Gorman

Fire Prevention Week Proclamation

Friends of the Library Proclamation

Friends of the Library Week Proclamation

Presentation on Doug Campbell Memorial Project and installation of AED units in city parks

Public Hearing

1. Public hearing on Ordinance 2017-19 - AN ORDINANCE REZONING THE MARYLAND FARMS GREENWAY PROPERTY TO AMEND THE SPECIAL RESTRICTIONS ESTABLISHED BY ORDINANCE 97-01

Approval or Correction of Minutes

September 25, 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. Ordinance 2017-20 - AN ORDINANCE AUTHORIZING AN AGREEMENT WITH ANDREW W. BYRD AND MARIANNE M. BYRD PROVIDING FOR THE CONVEYANCE OF CERTAIN PROPERTY TO THE CITY TO ELIMINATE AN EXISTING ENCROACHMENT AND TO FACILITATE THE CONSTRUCTION OF A NEW COMMUNICATIONS TOWER, for consideration on second and final reading
2. Resolution 2017-74 - A RESOLUTION AUTHORIZING PARTICIPATION IN THE COOPERATIVE PURCHASING PROGRAM OFFERED BY NPPGOV, for adoption
3. Resolution 2017-75 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH AT&T CORPORATION FOR THE PURCHASE OF INTERNET ACCESS SERVICES, for adoption
4. Approval of an invoice from Interstate A/C for emergency repairs at Fire Station 2

Old Business

1. Ordinance 2017-17 - AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF CONVEYANCE OF PROPERTY FROM TRACE CONSTRUCTION, INC. AND LINDSEY BUTLER TO BE DESIGNATED AS A FUTURE FIRE STATION SITE, for consideration on second and final reading
2. Other old business

New Business

1. Other new business

A handwritten signature in black ink, appearing to read "Kirk Bednar", with a stylized flourish at the end.

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: 10/09/2017

Ordinance 2017-19 - An Ordinance Rezoning the Maryland Farms Greenway Property to Amend the Special Restrictions Established by Ordinance 97-01

Submitted by: Kirk Bednar, Administration

Department: Administration

Information

Subject

Public hearing on Ordinance 2017-19 - An Ordinance Rezoning the Maryland Farms Greenway Property to Amend the Special Restrictions Established by Ordinance 97-01.

Background

With continued development of the Maryland Farms office park during the mid-1990's, the City acquired ownership of an approximately 20 acre tract of land located between the office park and the Iroquois Estates and Meadowlake subdivisions (see attached greenway map). This tract, generally known as the Maryland Farms Greenway, was subsequently zoned SI-3 with special restrictions by Ordinance 97-01, which was approved on final reading on June 9, 1997 (see attached).

While the property is not fenced from the Maryland Farms side and therefore provides for some degree of public access for walkers, etc., special restriction #3 specifically provides that:

No facilities, structures or equipment shall be placed on site, including but not limited to picnic tables, walking paths, athletic fields or facilities, restrooms, etc.

As you know, the City only had limited experience with trails adjacent to neighborhoods in the mid-1990's when the Maryland Farms Greenway special restrictions were put in place. The primary concern of adjacent residents in these situations has always been about safety, given that trails provide more public access and activity adjacent to their properties. Over the past 20 years, the City's trail network has expanded considerably, including many routes that run through or adjacent to neighborhoods. Obviously, no one can know for sure what might happen in the future, but experience to date has shown that proximity to the City's trail network has not created any increased safety risks and, in most cases, is viewed as a neighborhood amenity that enhances property values.

The final report issued by the Ad Hoc Bike and Pedestrian Advisory Committee (BPAC) in 2016 included a recommendation to install a paved multi-use trail within the Maryland Farms Greenway that would help to connect Powell Park on the western end of the office park to

Maryland Way Park on the eastern end. Such a trail would also require additional connections across property owned by the Maryland Farms POA, the YMCA, and the former library property currently owned by Jordan Properties, Inc. (see attached proposed trail map). This trail connection would provide greatly enhanced bike and pedestrian access to the northern Brentwood commercial area along Franklin Road for residents living adjacent to Granny White Pike and employees working within the office park. This supports the Brentwood 2030 goal of providing enhanced bike and pedestrian connectivity throughout the community, especially on the western side of I-65 where such connectivity is lacking.

Knowing the sensitivity of this issue to the adjacent residential neighborhood, staff hosted two neighborhood meetings in the fall of 2016 to discuss the proposed trail route and get neighborhood input. A total of 29 residential tracts are adjacent to the proposed trail route, including several along Williamsburg Circle that are not directly adjacent to the Greenway but are adjacent to the proposed route of the trail across the YMCA and Jordan properties. Despite mailing two letters directly to the owners of these 29 properties, staff only received input (via the neighborhood meetings or e-mail) from 16 of the owners. Of these 16, nine expressed support for the proposed trail and seven expressed opposition. Opposition was based primarily on security concerns, with one owner near the Maryland Farms detention pond also expressing drainage concerns. There was near unanimous support for the trail from other residents of the neighborhood who did not live directly adjacent to the Greenway and trail route.

While staff has had positive conversations with the other three affected property owners (Maryland Farms POA, the YMCA, and Jordan Properties) about this proposed trail, no final design work or actual planning for construction of such a trail can begin unless the City Commission approves a rezoning of the Greenway property to amend the special restrictions to allow for construction of a paved multi-use trail within the Greenway property.

The attached ordinance, if approved, would amend the existing special restrictions as follows:

- Special restriction #2 would be amended to allow for tree removal only as necessary for construction of the trail. There are a few locations where the proposed trail route cuts through existing tree clusters.
- Special restriction #3 would be amended to provide an exception to the existing prohibition of any improvements in the Greenway.
- A new special restriction #4 would be added that allows for construction of a 10 foot wide multi-use trail to be located in the northern half of the Greenway property. This restriction would also allow for a trail connection to the adjacent neighborhood only with written approval of the affected property owner(s).
- Special restriction #5 (to be renumbered as #6) would be amended to exempt trail users from the prohibition of public access after dark. With this amendment, someone walking on the trail after sunset would not be in violation of the special restrictions, but anyone off the paved trail in the Greenway property would still be in violation.

Amendments to special restrictions must be made through a full rezoning process. The ordinance was approved on first reading at the September 11 meeting. The City hosted the required community meeting on September 28. **The Planning Commission reviewed the proposed**

rezoning ordinance at its October 2, 2017 meeting and voted 8-1 to recommend approval with one amendment that would limit public use of the trail to only between sunrise and 9:00 p.m.

Following the public hearing before the City Commission at its October 9, 2017 meeting, the ordinance would be considered on second and final reading at the October **26**, 2017 meeting. Please note that the date for the second meeting in October has been rescheduled to Thursday, October 26 due to the City Manager and Assistant City Manager attending the International City/County Management Association annual conference October 22-25.

Staff Recommendation

Staff recommends approval of Ordinance 2017-19 on first reading.

Previous Commission Action

Ordinance 2017-19 passed unanimously by the Board of Commissioners at the September 11, 2017 meeting.

The Planning Commission recommended approval of the ordinance to the Board of Commissioners at the October 2, 2017 meeting with one amendment that would limit public use of the trail to only between sunrise and 9:00 p.m. The vote was 8-1.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

While rezoning the Greenway property to amend the special restrictions does not result in any direct cost to the City, funds have been programmed in the FY 2018-2023 CIP for construction of the trail should the rezoning be approved.

Attachments

Ordinance 2017-19

Proposed Special Restriction Amendments (Highlighted)

Ordinance 97-01 with Existing Special Restrictions

Greenway Map

Proposed Trail Route

ORDINANCE 2017-19

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AMEND THE SPECIAL RESTRICTIONS ESTABLISHED PURSUANT TO ORDINANCE 97-01 FOR THE MARYLAND FARMS GREENWAY PROPERTY, IN ORDER TO PERMIT A MULTI-USE TRAIL WITHIN THE GREENWAY

WHEREAS, Section 78-381 of the Brentwood Municipal Code allows the Board of Commissioners to apply additional special restrictions on permitted uses and/or technical and development standards for property for which rezoning to a commercial or service institution zoning district is requested, if the Board determines that the otherwise permitted uses and/or applicable technical development standards for the district at the specific location are inadequate to preserve traffic control and aesthetics and to protect the health, safety, conveniences, quality of life and general welfare of the citizens of Brentwood; and

WHEREAS, Ordinance 97-01 established SI-3/SR (Service Institution-Cultural and Recreations/Special Restrictions) zoning for certain property now known as the “Maryland Farms Greenway” and consisting of approximately 19.97 acres between the Maryland Farms Office Park and the Iroquois Estates and Meadowlake subdivisions; and

WHEREAS, the special restrictions established for the Maryland Farms Greenway property under Ordinance 97-01 do not allow trails for pedestrians or bicycle riders; and

WHEREAS, the Board of Commissioners has determined that a multi-use trail is appropriate within the Maryland Farms Greenway to allow for better connectivity with other trails and pedestrian facilities.

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

SECTION 1. That the special restrictions applicable to the Maryland Farms Greenway property pursuant to Ordinance 97-01 are hereby amended in accordance with the Revised Special Restrictions on Development and Use of Property set forth on Attachment A, which is attached hereto and made a part of this ordinance by reference.

SECTION 2. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

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

MAYOR Jill Burgin

RECORDER Deborah Hedgepath

Approved as to form:

CITY ATTORNEY Roger A. Horner

ATTACHMENT A TO ORDINANCE 2017-19
SPECIAL RESTRICTIONS ON DEVELOPMENT AND USE OF PROPERTY

All development within the property rezoned by Ordinance 97-01 shall be required to comply with all permitted uses and technical and development standards set forth in the zoning ordinance of the City of Brentwood for the underlying SI-3 zoning district. In addition, the special restrictions listed below are imposed, as authorized under Section 78-371 of the zoning ordinance, due to the inadequacy of the otherwise permitted uses and applicable technical and development standards to preserve traffic control and aesthetics and to protect the health, safety, conveniences, quality of life and general welfare of the citizens of Brentwood.

1. This property will serve as a permanent City greenway to buffer the adjoining residential area from the commercial development. No vehicular access shall be allowed in the greenway except for routine maintenance by the City of Brentwood.
2. All existing trees will be preserved and protected within the greenway area, except in locations where fence and approved multi-use trail placement necessitates their removal. Healthy trees shall be preserved and protected to the greatest extent feasible and practical. The City shall conduct periodic maintenance in the buffer strip to identify and remove dead or diseased trees and broken branches which pose a threat to nearby residents and other adjoining property. In order to comply with the weed lot ordinance of the city, a bush hog tractor shall be used a minimum of four times a year to carry out routine mowing of the area.
3. Except as provided in section 4 below, no facilities, structures or equipment shall be placed on site, including but not limited to picnic tables, walking paths, athletic fields or facilities, restrooms, etc.
4. A paved multi-use trail with a maximum width of 10 feet may be constructed on the property, provided the trail is located within 100 feet of the northern property boundary. A trail connection to the adjacent residentially zoned property may also be constructed, subject to written approval of the property owner(s) upon whose property said trail connection would be located.
5. No outdoor lighting shall be installed on the property.
6. No organized activities shall be permitted in this area. No individual shall be permitted in this area between sunset and sunrise except for users on the multi-use trail. The above restrictions shall be posted at locations where public access to the area is feasible.
7. The planting of additional trees and/or the installation of any fencing by the City to protect the residential areas from the commercial uses shall be completed said landscape plan being further identified as Exhibit D to Ordinance 97-01 in accordance with the approved landscape plan prepared by Skip Heibert, dated May 6, 1997, in fiscal year 1998 (July 1, 1997- June 30, 1998).
8. Any proposed change to the approved plan for this project after adoption of this ordinance shall require a zoning amendment through a change in the special restrictions overlay district and shall require adequate public notice as required by the Zoning Ordinance.

PROPOSED AMENDMENTS TO
ATTACHMENT C TO ORDINANCE 97-01
SPECIAL RESTRICTIONS ON DEVELOPMENT AND USE OF PROPERTY

All development within the property rezoned by Ordinance 97-01 shall be required to comply with all permitted uses and technical and development standards set forth in the zoning ordinance of the City of Brentwood for the underlying SI-3 zoning district. In addition, the special restrictions listed below are imposed, as authorized under Section 78-371 of the zoning ordinance, due to the inadequacy of the otherwise permitted uses and applicable technical and development standards to preserve traffic control and aesthetics and to protect the health, safety, conveniences, quality of life and general welfare of the citizens of Brentwood.

1. This property will serve as a permanent City greenway to buffer the adjoining residential area from the commercial development. No vehicular access shall be allowed in the greenway except for routine maintenance by the City of Brentwood.
2. All existing trees will be preserved and protected within the greenway area, except in locations where fence and approved multi-use trail placement necessitates their removal. Healthy trees shall be preserved and protected to the greatest extent feasible and practical. The City shall conduct periodic maintenance in the buffer strip to identify and remove dead or diseased trees and broken branches which pose a threat to nearby residents and other adjoining property. In order to comply with the weed lot ordinance of the city, a bush hog tractor shall be used a minimum of four times a year to carry out routine mowing of the area.
3. Except as provided in section 4 below, ~~No~~ facilities, structures or equipment shall be placed on site, including but not limited to picnic tables, walking paths, athletic fields or facilities, restrooms, etc.
- ~~3-4.~~ A paved multi-use trail with a maximum width of 10 feet may be constructed on the property, provided the trail is located within 100 feet of the northern property boundary. A trail connection to the adjacent residentially zoned property may also be constructed, subject to written approval of the property owner(s) upon whose property said trail connection would be located.
- ~~4-5.~~ No outdoor lighting shall be installed on the property.
- ~~5-6.~~ No organized activities shall be permitted in this area. No individual shall be permitted in this area between sunset and sunrise except for users on the multi-use trail. The above restrictions shall be posted at locations where public access to the area is feasible.
- ~~6-7.~~ The planting of additional trees and/or the installation of any fencing by the City to protect the residential areas from the commercial uses shall be completed said landscape plan being further identified as Exhibit D to Ordinance 97-01 in accordance with the approved landscape plan prepared by Skip Heibert, dated May 6, 1997, in fiscal year 1998 (July 1, 1997- June 30, 1998).
- ~~6-8.~~ Any proposed change to the approved plan for this project after adoption of this ordinance shall require a zoning amendment through a change in the special restrictions overlay district and shall require adequate public notice as required by the Zoning Ordinance.

ORDINANCE 97-01

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AMEND THE ZONING ORDINANCE, SAME BEING CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD, BY CHANGING THE PRESENT ZONING CLASSIFICATION ON CERTAIN PROPERTY LOCATED NORTH OF THE IROQUOIS ESTATES AND MEADOWLAKE SUBDIVISIONS FROM THE R-2 (SUBURBAN RESIDENTIAL) ZONING DISTRICT TO THE SI-3/SR (SERVICE INSTITUTIONAL - CULTURAL/SPECIAL RESTRICTIONS) ZONING DISTRICT, ALL AS MORE SPECIFICALLY DESCRIBED IN THE PROPERTY DESCRIPTION ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE AND AS SHOWN ON THE MAP ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE, AND TO AMEND THE OFFICIAL ZONING MAP ACCORDINGLY

WHEREAS, Section 78-371 of the Brentwood Municipal Code allows the Board of Commissioners to apply additional special restrictions on permitted uses and/or technical and development standards for property for which rezoning to a commercial or service institutional zoning district is requested, if the Board determines that the otherwise permitted uses and/or applicable technical development standards for the district at the specific location are inadequate to preserve traffic control and aesthetics and to protect the health, safety, conveniences, quality of life and general welfare of the citizens of Brentwood; and

WHEREAS, a parcel of approximately 19.97 acres between the Maryland Farms Office Park and the Iroquois Estates and Meadowlake subdivisions has been conveyed to the City of Brentwood for designation as a permanent buffer strip, and SI-3 zoning has been proposed for said parcel; and

WHEREAS, the Board of Commissioners has determined that the otherwise permitted uses and applicable technical development standards for the SI-3 district at the location of said property are inadequate to preserve the traffic control and aesthetics and to protect the health, safety, conveniences, quality of life and general welfare of the citizens of Brentwood.

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

SECTION 1. That the present zoning classification on certain property located north of the Iroquois Estates and Meadowlake subdivisions be and the same is hereby changed from the R-2 (Suburban Residential) zoning district to the SI-3/SR (Service Institutional - Cultural/Special Restrictions) zoning district. Said property being more particularly described in the property description attached hereto as Attachment A and made a part of this ordinance by reference. Said property being more particularly shown on the map attached hereto as Attachment B and made a part of this ordinance by reference.

SECTION 2. That all development and use of the property rezoned by this ordinance shall be subject to the special restrictions as set forth on Attachment C hereto.

SECTION 3. That the official zoning map be and the same is hereby amended accordingly.

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

PASSED: 1st reading 1/13/97

2nd reading 6/9/97

PLANNING COMMISSION 2/3/97
(Special restrictions reviewed 6/2/97.)

PUBLIC HEARING:
Notice published in: Brentwood Journal
Date of publication: 3/6/97
Date of hearing: 3/24/97

NOTICE OF PASSAGE
Notice published in: Williamson A.M.
Date of publication: 6/12/97

EFFECTIVE DATE 6/12/97

Roger A. Horner
RECORDER Roger A. Horner

Michael W. Walker
CITY MANAGER Michael W. Walker

Anne Dunn
MAYOR Anne Dunn

Joe Reagan
VICE MAYOR Joe Reagan

Robert L. Higgs
COMMISSIONER Robert L. Higgs

Regina R. Smithson
COMMISSIONER Regina R. Smithson

Brian J. Sweeney
COMMISSIONER Brian J. Sweeney

APPROVED AS TO FORM:

Robert H. Jennings, Jr.
CITY ATTORNEY Robert H. Jennings, Jr.

PROPERTY DESCRIPTION

Being three tracts of land in the City of Brentwood, 15th Civil District, Williamson County, Tennessee, being that part of Maryland Farms zoned R-2 (Residential) lying between the south line of C-2 zoning of Maryland Farms and the north line of Iroquois Estates and Meadowlake Subdivision and being more particularly described by a boundary survey by Ragan-Smith-Associates, Inc. dated August 27, 1996, Job No. 78-063 as follows:

Tract No. 1

Beginning at an existing iron pin at the southwesterly corner of Lot No. 50, Section 42, Maryland Farms as of record in Plat Book 13, Page 56, R.O.W.C., Tennessee and also being a corner of the east line of Parcel 1.32, Tax Map 11 being Detention Pond No. 2 owned by Maryland Farms Owners Association, Inc. by Deed Book 1221, Page 91, R.O.W.C., Tennessee; thence,

1. With the south line of Lot No. 50, S85°18'00"E, 583.12 feet to an existing iron pin at the southeast corner of Lot No. 50; thence,
2. With the east line of Lot No. 50, N6°46'02"W, 23.18 feet to an iron pin set; thence,
3. With a line severing Tract "H" in Deed Book 1049, Page 284, R.O.W.C., Tennessee, S85°03'31"E, 821.51 feet to an existing iron pin in the westerly line of Lot No. 16, Williamsburg Estates as of record in Plat Book 3, Page 22, R.O.W.C., Tennessee; thence,
4. With the west line of Lot No. 16, S4°06'39"W, 194.93 feet to an existing concrete monument, a corner of Lot No. 1 Iroquois Estates as of record in Plat Book 2, Page 56, R.O.W.C., Tennessee; thence,
5. With the line of Lot No. 1, S3°29'41"W, 5.10 feet to an existing concrete monument; thence,
6. With the north line of Lots 1, 2 and 3 of Iroquois Estates, N85°03'31"W, 784.32 feet to an existing iron pin being the northwesterly corner of Lot No. 3 Iroquois Estates and the southeast corner of A. C. Limited property as of record in Deed Book 636, Page 372, R.O.W.C., Tennessee and also being a corner of Tract No. 2 this survey; thence,
7. With the east line of A. C. Limited, N5°46'01"W, 105.84 feet to an existing iron pin at the southeast corner of Tract "L" in Deed Book 1049, Page 284, R.O.W.C., Tennessee; thence,
8. With the south line of Tract "L", N85°27'20"W, 598.98 feet to an existing iron pin in the east line of Detention Pond No. 2; thence,

PROPERTY DESCRIPTION, Continued

9. With the east line of Detention Pond No. 2, N4°59'52"E, 75.00 feet to the point of beginning and containing 204,320 square feet or 4.691 acres.

Being a part of Tract "H" and all of Tract "L" in deed to New Alphabet, L.P. as of record in Book 1049, Page 284, R.O.W.C., Tennessee.

Tract No. 2

Being Parcel 1.33 on Tax Map 11 for Williamson County, Tennessee and being more particularly described as follows:

Beginning at an existing iron pin in the easterly line of Parcel 1.32, Tax Map 11. To reach the point of beginning, start at the southwesterly corner of Lot No. 50, Section 42 Maryland Farms as of record in Plat Book 13, Page 56, R.O.W.C., Tennessee (beginning point of Tract 1); thence, S4°59'52"W, 75.00 feet to the point of beginning, a corner of Tract No. 1; thence,

1. With the south line of Tract 1, S85°27'20"E, 598.98 feet to an existing iron pin; thence,

2. Continuing with the line of Tract 1, S5°46'01"E, 105.84 feet to an existing iron pin at the northwesterly corner of Lot No. 3 Iroquois Estates as of record in Plat Book 2, Page 56, R.O.W.C., Tennessee; thence,

3. With the westerly line of Lot No. 3, S1°40'33"W, 22.53 feet to an existing iron pin at the northeasterly corner of Lot No. 4 Iroquois Estates; thence,

4. With the north line of Lots 4, 5 and 6 Iroquois Estates, N85°17'36"W, 616.21 feet to an existing concrete monument at the corner of Lots 6 and 7; thence,

5. With the north line of Lots 7, 8 and 9 Iroquois Estates, N85°14'58"W, 609.15 feet to an existing concrete monument at the common corner of Lots 9 and 10; thence,

6. With the north line of Lots 10, 11 and 12 Iroquois Estates, N85°26'54"W, 613.40 feet to an existing concrete monument at the common corner of Lot No. 12 Iroquois Estates and Lot No. 87 Section One Meadowlake Subdivision as of record in Plat Book 2, Page 99, R.O.W.C., Tennessee; thence,

7. With the north line of Lot No. 87, N84°45'41"W, 213.22 feet to an existing concrete monument on the easterly right-of-way line of Dyer Lane; thence,

8. Crossing the present end of Dyer Lane, N84°41'24"W, 49.77 feet to an existing concrete monument, a common corner of Parcel 1.33, Tax Map 12; thence,

PROPERTY DESCRIPTION, Continued

9. With the common line between said parcels, N5°08'22"E, 198.94 feet to an existing iron pin in the south line of Maryland Farms South as of record in Plat Book 23, Page 1, R.O.W.C., Tennessee; thence,

10. With the south line of Maryland Farms South and extended, S85°17'44"E, 1,003.59 feet to an existing iron pin in the west line of Parcel 1.32, Tax Map 11 (Detention Pond No. 2); thence,

11. With the west line of Parcel 1.32, S2°58'49"W, 100.08 feet to a new iron pin; thence,

12. with a new line, S80°02'02"E, 308.02 feet to a point; thence,

13. Continuing with said new line, N85°15'07"E, 169.67 feet to an existing iron pin; thence,

14. N4°59'52"E, 25.00 feet to the point of beginning and containing 319,229 square feet or 7.329 acres.

Being a part of the same property conveyed to A. C. Limited from Massey-Ward Investments by deed recorded in Book 636, Page 372, R.O.W.C., Tennessee.

Tract No. 3

Being a part of Parcel 30.12, Tax Map 12 and being more particularly described as follows:

Beginning at an existing concrete monument on the westerly right-of-way line of Dyer Lane where Dyer Lane now ends and also being the northeasterly corner of Lot No. 88 on the plan of Section 3 Meadowlake Subdivision as of record in Plat Book 2, Page 114, R.O.W.C., Tennessee and also being a corner of Tract No. 2 this survey; thence,

1. with the north line of Section 3 Meadowlake Subdivision, N85°24'26"W, 1,726.24 feet to an existing iron pin, corner of PLC Properties, Ltd. as of record in Deed Book 531, Page 71, R.O.W.C., Tennessee; thence,

2. With the easterly line of PLC Properties, N3°55'46"E, 200.13 feet to an existing concrete monument; thence,

3. With the present zone line between C-1 zoning and R-2 zoning and severing Parcel 30.12, Tax Map 12, S85°28'33"E, 999.66 feet to an existing iron pin, corner of Maryland Farms South as of record in Plat Book 23, Page 1, R.O.W.C., Tennessee; thence,

4. With the south line of Maryland Farms South, S85°13'14"E, 730.80 feet to an existing iron pin at the northwesterly corner of Tract No. 2 this survey; thence,

PROPERTY DESCRIPTION, Continued Exhibit A - Page 4 of 4

5. With the westerly line of Tract No. 2, S2°08'22"W, 198.94 feet to the point of beginning and containing 346,465 square feet or 7.954 acres.

Being all of Tract "K" in deed to New Alphabet, L.P. by deed recorded in Book 1049, Page 284, R.O.W.C., Tennessee.

ATTACHMENT C TO ORDINANCE 97-01
SPECIAL RESTRICTIONS ON DEVELOPMENT AND USE OF PROPERTY

All development within the property rezoned by Ordinance 97-01 shall be required to comply with all permitted uses and technical and development standards set forth in the zoning ordinance of the City of Brentwood for the underlying SI-3 zoning district. In addition, the special restrictions listed below are imposed, as authorized under Section 78-371 of the zoning ordinance, due to the inadequacy of the otherwise permitted uses and applicable technical and development standards to preserve traffic control and aesthetics and to protect the health, safety, conveniences, quality of life and general welfare of the citizens of Brentwood.

1. This property will serve as a permanent City greenway to buffer the adjoining residential area from the commercial development. No vehicular access shall be allowed in the greenway except for routine maintenance by the City of Brentwood.
2. All existing trees will be preserved and protected within the greenway area, except in locations where fence placement necessitates their removal. Healthy trees shall be preserved and protected to the greatest extent feasible and practical. The City shall conduct periodic maintenance in the buffer strip to identify and remove dead or diseased trees and broken branches which pose a threat to nearby residents and other adjoining property. In order to comply with the weed lot ordinance of the city, a bush hog tractor shall be used a minimum of four times a year to carry out routine mowing of the area.
3. No facilities, structures or equipment shall be placed on site, including but not limited to picnic tables, walking paths, athletic fields or facilities, restrooms, etc.
4. No outdoor lighting shall be installed on the property.
5. No organized activities shall be permitted in this area. No individual shall be permitted in this area between sunset and sunrise. The above restrictions shall be posted at locations where public access to the area is feasible.
6. The planting of additional trees and/or the installation of any fencing by the City to protect the residential areas from the commercial uses shall be completed said landscape plan being further identified as Exhibit D to Ordinance 97-01 in accordance with the approved landscape plan prepared by Skip Heibert, dated May 6, 1997, in fiscal year 1998 (July 1, 1997- June 30, 1998).
7. Any proposed change to the approved plan for this project after adoption of this ordinance shall require a zoning amendment through a change in the special restrictions overlay district and shall require adequate public notice as required by the Zoning Ordinance.



Maryland Farms Greenway Property



ARCARO PL

MARYLAND WAY

CONTINENTAL PL

WINNERS CIR

WESTWOOD PL

WESTPARK DR

PEN WARREN DR

CADILLAC DR

CREEKSIDE XING

BRENTWOOD BLVD

BRENTWOOD BLVD

THOROUGHbred LN

EASTPARK DR

VIRGINIA WAY

POWELL PL

WINNERS CIR S

PETER TAYLOR PARK

Maryland Way Park

Jordan Property

Greenway

Maryland Farms
POA Property

YMCA Property

Powell Park

LENOX RD

WILLIAMSBURG RD

WILLIAMSBURG CT

DYER LN

ARNOLD RD

MOSLEY DR

CORNWALL DR

SEWARD RD

ROBINHOOD RD

FRANKLIN RD

WILLIAMSBURG CIR

OAKVALE DR

HAYESWOOD DR

MEADOW LAKE RD

GRANNY WHITE PIKE

Brentwood City Commission Agenda

Meeting Date: 10/09/2017

Approval or correction of minutes from Regular Scheduled Commission meeting

Submitted by: Debbie Hedgepath, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the September 25, 2017 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, September 25, 2017 at 7:00 pm at Brentwood City Hall.

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

Vice Mayor Gorman moved for approval of the minutes from the September 11, 2017 meeting as written; seconded by Commissioner Little. Approval was unanimous.

CONSENT AGENDA

Resolution 2017-74 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH SAK CONSTRUCTION, LLC FOR PREVENTATIVE MAINTENANCE SERVICES FOR THE CITY'S SANITARY SEWER PROGRAM, was withdrawn from the agenda.

Resolution 2017-71 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE BRENTWOOD COUNTRY CLUB SUBDIVISION, for adoption

Resolution 2017-72 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE WITHERSPOON SUBDIVISION, for adoption

Resolution 2017-73 - A RESOLUTION AUTHORIZING THE SALE AND DISPOSAL OF CERTAIN SURPLUS PROPERTY HELD BY THE CITY, for adoption

Approval to purchase Network Storage Solution System from Pomeroy IT Solutions under state contract

Approval of recommended street resurfacing list for Fiscal Year 2018

Approval to purchase two Sport Utility vehicles for the Planning & Codes Department under state contract

Acceptance of bid from Southern Lighting & Traffic Systems (SLTS) for eight (8) battery backup systems for key signalized intersections

Approval to purchase traffic signal detection camera from Southern Lighting & Traffic Systems

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

NEW BUSINESS

Commissioner Crossley moved for passage of Ordinance 2017-20 - AN ORDINANCE AUTHORIZING AN AGREEMENT WITH ANDREW W. BYRD AND MARIANNE M. BYRD PROVIDING FOR THE CONVEYANCE OF CERTAIN PROPERTY TO THE CITY TO ELIMINATE AN EXISTING ENCROACHMENT AND TO FACILITATE THE CONSTRUCTION OF A NEW COMMUNICATIONS TOWER, seconded by Commissioner Travis. Ordinance 2017-20 passed on first reading unanimously.

With no further business, the meeting adjourned at 7:20 pm.

APPROVED _____

Deborah Hedgepath

Deborah Hedgepath, City Recorder

Brentwood City Commission Agenda

Meeting Date: 10/09/2017

Ordinance 2017-20 - Authorizing Agreement with Andrew and Marianne Byrd for Acquisition of Property and Access Easement for City Facilities

Submitted by: Roger Horner, Legal

Department: Legal

Information

Subject

Ordinance 2017-20 - Authorizing Agreement with Andrew and Marianne Byrd for Acquisition of Property and Access Easement for City Facilities

Background

The City owns a water tank and a communications tower on a site adjacent to Robert E. Lee Lane. The existing communications tower replaced an earlier tower that has now been removed. The City's facilities are surrounded by property now owned by Andrew W. Byrd and Marianne Menefee Byrd.

In 2008, it was discovered that a portion of the water tank and the original tower encroached onto the Menefee property. To eliminate the water tank encroachment and to acquire the additional property needed for the replacement tower, the City negotiated an exchange of property with Valere Menefee, the owner of the property at that time.

Ordinance 2008-05 authorized the acquisition of two small parcels ("Tract 1," consisting of 0.031 acres and "Tract 2," consisting of 0.053 acres.) The ordinance also authorized the conveyance of a City-owned parcel ("Tract 3," consisting of 0.122 acres to Mrs. Menefee.) Tract 3, which was surrounded entirely by Mrs. Menefee's property, was apparently acquired as a possible site for an additional water tank, but it was subsequently determined that the City had no use for this tract. In addition, a payment in the amount of \$2,500 was to be made to Mrs. Menefee.

The replacement communications tower was erected with the property owner's consent. However, as Mrs. Menefee's health failed, the property exchange anticipated by Ordinance 2008-05 was never finalized.

The City now plans to build a second communications tower near its existing facilities as part of a pending project with the Williamson County Joint Communication Network Authority. In the interest of clearing up the encroachment of the existing City facilities and accommodating the new tower, staff has negotiated a new agreement with Mr. and Mrs. Byrd, the current property owners. The agreement again provides for Mr. and Mrs. Byrd to convey Tract 1 and Tract 2 to the City in the same configuration as in 2008, along

with an easement that will be used by the City for access to the water tank and the towers. As previously agreed with Mrs. Menefee, a payment of \$2,500 will be made to the Byrds by the City. However, at the Byrds' request, ownership of Tract 3 will remain with the City.

Ordinance 2017-20 authorizes the proposed agreement with Mr. and Mrs. Byrd. A copy of the agreement is attached, along with a property survey. In addition, a copy of Ordinance 2008-05 is attached, along with the backup memorandum supporting that ordinance.

The ordinance was passed on first reading on September 25. Because the proposed agreement anticipates installation of a public facility on the site, the ordinance will be reviewed by the Planning Commission on October 2.

Please advise the City Attorney if you have any questions about this matter.

Staff Recommendation

Staff recommends passage of the ordinance authorizing the proposed agreement with Mr. and Mrs. Byrd.

Previous Commission Action

On March 24, 2008, Ordinance 2008-05, authorizing the exchange of certain properties at or near Robert E. Lee Lane, was passed on final reading.

Ordinance 2017-20 passed unanimously on first reading at the September 25, 2017 Board of Commissioners meeting.

Fiscal Impact

Amount : \$2,500

Source of Funds: Capital Projects Fund

Account Number: 311-45300-6004

Fiscal Impact:

Funding for this property transfer will be provided from the Radio System Upgrade project in the Capital Projects Fund.

Attachments

Ordinance 2017-20

Agreement with Andrew and Marianne Byrd

Survey

Aerial of Property with Access Easement Location

Ordinance 2008-05

ORDINANCE 2017-20

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND ANDREW W. BYRD AND MARIANNE M. BYRD, PROVIDING FOR THE CONVEYANCE OF CERTAIN PROPERTY TO THE CITY TO ELIMINATE AN EXISTING ENCROACHMENT AND TO FACILITATE THE CONSTRUCTION OF A NEW COMMUNICATIONS TOWER, SAID AGREEMENT BEING ATTACHED AND MADE A PART OF THIS ORDINANCE BY REFERENCE.

WHEREAS, a water tank and a communications tower owned by the City of Brentwood encroach onto property owned by Andrew W. Byrd and Marianne M. Byrd (“the Byrds”); and

WHEREAS, the City now plans to erect a second communications tower near its existing facilities; and

WHEREAS, the Byrds have agreed to convey property to the City to eliminate the existing encroachment and to facilitate the construction of the proposed new communications tower.

NOW THEREFORE, BE IT ORDAINED 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 Andrew W. Byrd and Marianne M. Byrd, providing for the conveyance of certain property to the City to eliminate an existing encroachment and to facilitate the construction of a new communications tower, said agreement being attached and made a part of this ordinance by reference.

SECTION 2. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

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

MAYOR Jill Burgin

RECORDER Deborah Hedgepath

Approved as to form:

CITY ATTORNEY Roger A. Horner

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR THE SALE OF REAL ESTATE (the "Agreement") is entered into this ____ day of _____, 2017, by and between ANDREW W. BYRD and MARIANNE M. BYRD (collectively, "the Byrds") and THE CITY OF BRENTWOOD, TENNESSEE, a municipal corporation ("the City").

WHEREAS, the City is the owner of certain real property near Robert E. Lee Lane in Brentwood, Tennessee; and

WHEREAS, said property is surrounded by property belonging to the Byrds; and

WHEREAS, the City is the owner of a water tank (hereinafter, the "Water Tank") which sits partially on the City's property but encroaches onto the Byrds' property; and

WHEREAS, pursuant to Ordinance 2008-05, the City intended to enter into a property exchange with the Byrds' predecessor in title whereby (a) a 0.031 acre tract ("Tract 1") would be acquired by the City to resolve the encroachment of the water Tank; (b) a 0.053 acre tract ("Tract 2") would be acquired by the City for installation of a communications tower ("Tower 1"); and (c) a nearby 0.122 acre tract ("Tract 3") owned by the City would be conveyed by the City to the Byrds' predecessor in title; and

WHEREAS, the exchange contemplated by Ordinance 2008-05 was never completed; and

WHEREAS, the City now intends to erect an additional tower ("Tower 2") to address emergency communications needs; and

WHEREAS, the City and the Byrds wish to carry out the transaction contemplated by Ordinance 2008-05 in order to resolve the encroachment of the City's facilities onto the Byrds' property and to facilitate the erection of the additional tower, but the parties now agree that ownership of Tract 3 will remain with the City at the Byrds' request.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

1. **SALE OF PROPERTY.** The Byrds agree to sell and the City agrees to buy, on the terms and conditions set forth in this Agreement, the property identified herein as Tract 1 and Tract 2, located in the County of Williamson, State of Tennessee and described on *Exhibit A*, attached hereto. Title to Tract 1 and Tract 2 will be conveyed by special warranty deed.

2. **ACCESS EASEMENT.** The Byrds further agree to convey to the City an access easement ("the Easement") to allow access to the Water Tank, Tower 1 and Tower 2. Said access easement shall be located at the existing gate and access drive on the Byrds' property south of and adjacent to Tract 1. At the City's

request, the Byrds shall provide the City with a key to open said gate, unless the parties agree on other acceptable means for opening the gate.

3. **PURCHASE PRICE.** The purchase price for Tract 1, Tract 2 and the Easement shall be Two Thousand Five Hundred (\$2,500.00) Dollars, payable to the Byrds by the City by check at closing.

4. **CLOSING DATE.** The closing of the transaction contemplated hereunder shall be held at the City's offices at 5211 Maryland Way, Brentwood, Tennessee 37027 within fifteen (15) days from the effective date of this Agreement.

5. **TAXES.** The Byrds shall pay all general taxes and assessments for Tract 1 and Tract 2 for all periods prior to closing.

6. **COSTS AND FEES.** Each party shall be responsible for its own attorneys' fees and any other costs incurred by such party.

7. **REMOVAL OF TREE.** The City and the Byrds the City have visually identified a tree, on the Byrds' property to the north of and adjacent to Tract 1, which will potentially interfere with the construction and maintenance of Tower 2. The Byrds agree that the City may remove said tree at the City's cost.

8. **DRIVEWAY ACCESS.** Driveway access to the Byrds' property will be allowed from Robert E. Lee Lane in accordance with the City's Subdivision Regulations and Zoning Ordinance, as described in a letter to the Byrds from Jeff Dobson, Planning and Codes Director dated August 10, 2017 (attached hereto as *Exhibit B*.)

9. **BINDING EFFECT.** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, executors, administrators, successors and assigns.

10. **EXHIBITS.** The exhibits hereto constitute an integral part of this Agreement and are hereby incorporated herein.

11. **COUNTERPARTS.** This Agreement may be executed in counterparts, all of which shall constitute one agreement, which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

12. **SEVERABILITY.** If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect.

13. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party thereto.

14. **AUTHORITY.** Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

15. **FURTHER ACTIONS.** Each party shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey Tract 1, Tract 2 and the Easement to the City and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement.

16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

17. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the last date signed by either party.

Andrew W. Byrd

Date: _____

Marianne M. Byrd

Date: _____

THE CITY OF BRENTWOOD, TENNESSEE

By: _____

Jill Burgin, Mayor
Pursuant to Ordinance 2017-____

Date: _____

Attest: _____

Deborah Hedgepath, City Recorder

Approved as to form and legality:

Roger A. Horner, City Attorney

EXHIBIT A

Property Description

TRACT 1

Being a portion of Parcel 10.00 shown on Tax Map 28N-A, located in the City of Brentwood, Williamson County, Tennessee, belonging to Andrew W. Byrd and Marianne M. Byrd by deeds of record in Book 5985, Page 121, and Book 6543, Page 981, Register's Office for Williamson County, Tennessee, and more particularly described as follows:

Commencing at a found flagged metal post on the Western right-of-way line of Robert E. Lee Lane (50' in width), said point being a common corner of land belonging to Andrew W. Byrd and Marianne M. Byrd, shown on Tax Map 28 as Parcel 28.00 and land belonging to Tennessee Stonehenge, Inc.;
Thence with said right-of-way North 19°12'17" East, passing through an iron pin (old) in a old woven wire fence at 73.12 feet and a iron pin (new) at 104.00 feet, said point being the Southeast corner of land belonging to City of Brentwood, shown on Tax Map 28N-A as Parcel 10.02 and of record in Book 738, Page 914 R.O.W.C, Tennessee and a common corner with Byrds' Parcel 28.00;
Thence continuing with said right-of-way and the Eastern line of City of Brentwood North 19°12'17" East a distance of 23.73 feet to an iron pin (new), said point being the true point of beginning and also being the Southwest corner of Byrds' Parcel 10.00 of which this description is a part of.

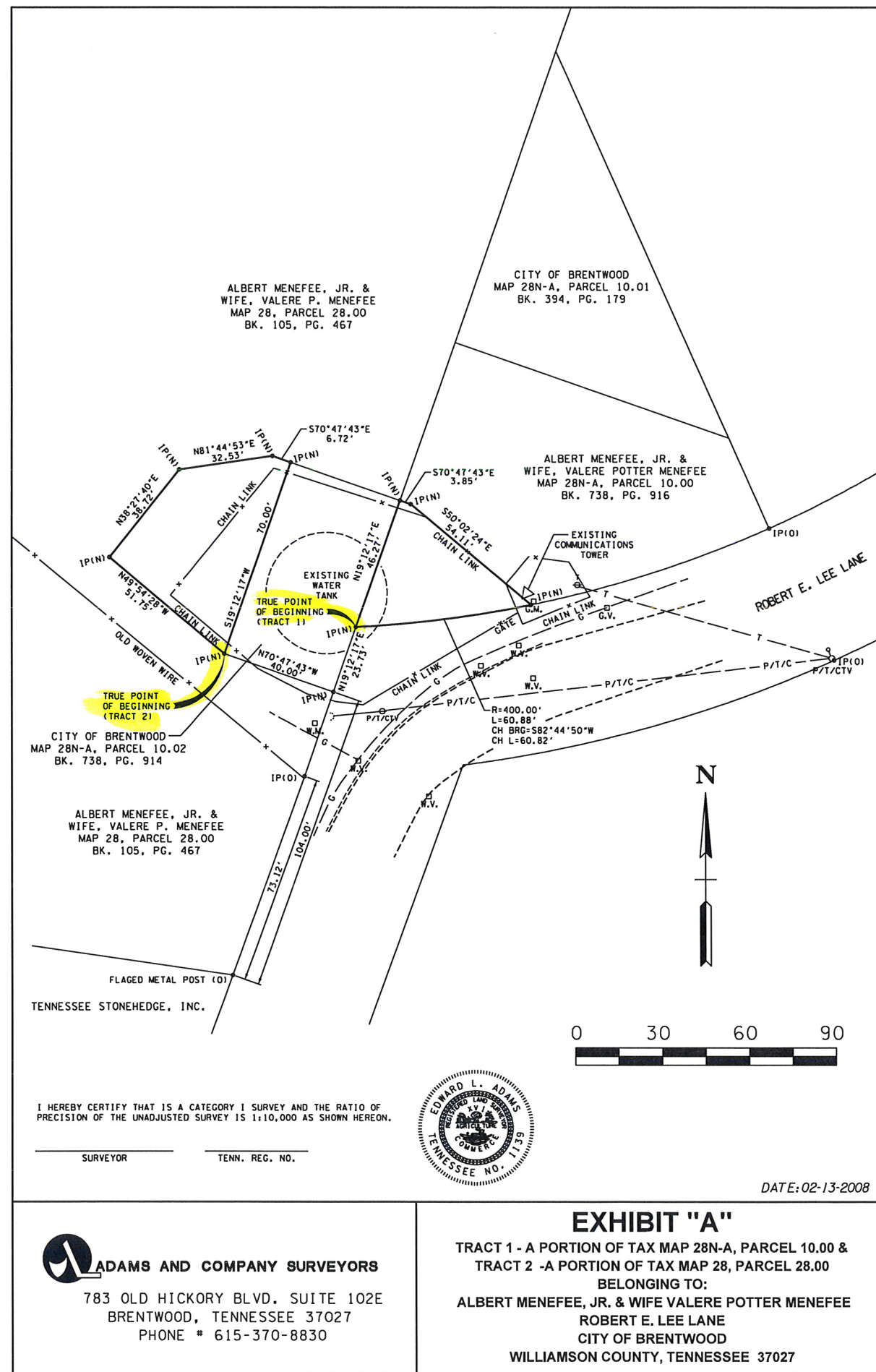
Beginning at the afore established true point of beginning of Tract 1, leaving said right-of-way and with City of Brentwood's Eastern line North 19°12'17" East a distance of 46.27 feet to an iron pin new, said point being the Northeast corner of City of Brentwood;
Thence bisecting Byrds' Parcel 10.00 with a new line South 70°47'43" East a distance of 3.85 feet to an iron pin (new);
Thence, with an existing chain link fence, South 50°02'24" East a distance of 54.11 feet to an iron pin (new) on the Northern right-of-way line of Robert E. Lee Lane;
Thence with a curve to the right having a radius of 400.00 feet a chord bearing of South 82°44'50" West a chord length of 60.82 feet and a total length of 60.88 feet to the true point of beginning containing 1,343 square feet or 0.031 acres more or less.

TRACT 2

Being a portion of Parcel 28.00 shown on Tax Map 28, located in the City of Brentwood, Williamson County, Tennessee, belonging to Andrew W. Byrd and Marianne M. Byrd by deeds of record in Book 5985, Page 121, and Book 6543, Page 981, Register's Office for Williamson County, Tennessee, as shown on Exhibit "A" and more particularly described as follows:

Commencing at a found flagged metal post on the Western right-of-way line of Robert E. Lee Lane (50' in width), said point being a common corner of land belonging to Andrew W. Byrd and Marianne M. Byrd, shown on Tax Map 28 as Parcel 28.00, of which this description is a part of and land belonging to Tennessee Stonehenge, Inc.;
Thence with said right-of-way North 19°12'17" East, passing through an iron pin (old) in a old woven wire fence at 73.12 feet to an iron pin (new) at 104.00 feet, said point being the Southeast corner of land belonging to City of Brentwood, shown on Tax Map 28N-A as Parcel 10.02 and of record in Book 738, Page 914 R.O.W.C, Tennessee and a common corner with Byrds' Parcel 28.00;
Thence leaving said right-of-way with City of Brentwood's Southern line North 70°47'43" West a distance of 40.00 feet to an iron pin (new), said point being the Southwest corner of City of Brentwood and the true point of beginning.

Beginning at the afore established true point of beginning of Tract 2 and bisecting Byrds' Parcel 28.00 with a new line North 49°54'28" West a distance of 51.75 feet to an iron pin (new);
Thence North 38°27'40" East a distance of 38.72 feet to an iron pin (new);
Thence North 81°44'53" East a distance of 32.53 feet to an iron pin (new);
Thence South 70°47'43" East a distance of 6.72 feet to an iron pin (new), said point being the Northwest corner of City of Brentwood;
Thence with City of Brentwood's Western line South 19°12'17" West a distance of 70.00 feet to the true point of beginning containing 2,297 square feet or 0.053 acres more or less.



City of Brentwood Tower Site
Legal Descriptions

TRACT 1

Being a portion of Parcel 10.00 shown on Tax Map 28N-A, located in the City of Brentwood, Williamson County, Tennessee, belonging to Albert Menefee, Jr. and wife Valere Potter Menefee as of record in Book 738, Page 916 Registers Office of Williamson County (R.O.W.C.), Tennessee as shown on Exhibit "A" and more particularly described as follows:

Commencing at a found flagged metal post on the Western right-of-way line of Robert E. Lee Lane (50' in width), said point being a common corner of land belonging to Albert Menefee, Jr. and wife Valere Potter Menefee, shown on Tax Map 28 as Parcel 28.00 and of record in Book 105, Page 467 R.O.W.C., Tennessee and land belonging to Tennessee Stonehedge, Inc.; Thence with said right-of-way North 19°12'17" East, passing through an iron pin (old) in a old woven wire fence at 73.12 feet and a iron pin (new) at 104.00 feet, said point being the Southeast corner of land belonging to City of Brentwood, shown on Tax Map 28N-A as Parcel 10.02 and of record in Book 738, Page 914 R.O.W.C, Tennessee and a common corner with Menefee's Parcel 28.00; Thence continuing with said right-of-way and the Eastern line of City of Brentwood North 19°12'17" East a distance of 23.73 feet to an iron pin (new), said point being the true point of beginning and also being the Southwest corner of Menefee's Parcel 10.00 of which this description is a part of.

Beginning at the afore established true point of beginning of Tract 1, leaving said right-of-way and with City of Brentwood's Eastern line North 19°12'17" East a distance of 46.27 feet to an iron pin new, said point being the Northeast corner of City of Brentwood; Thence bisecting Menefee's Parcel 10.00 with a new line South 70°47'43" East a distance of 3.85 feet to an iron pin (new); Thence, with an existing chain link fence, South 50°02'24" East a distance of 54.11 feet to an iron pin (new) on the Northern right-of-way line of Robert E. Lee Lane; Thence with a curve to the right having a radius of 400.00 feet a chord bearing of South 82°44'50" West a chord length of 60.82 feet and a total length of 60.88 feet to the true point of beginning containing 1,343 square feet or 0.031 acres more or less.

TRACT 2

Being a portion of Parcel 28.00 shown on Tax Map 28, located in the City of Brentwood, Williamson County, Tennessee, belonging to Albert Menefee, Jr. and wife Valere Potter Menefee as of record in Book 105, Page 467 Registers Office of Williamson County (R.O.W.C.), Tennessee as shown on Exhibit "A" and more particularly described as follows:

Commencing at a found flagged metal post on the Western right-of-way line of Robert E. Lee Lane (50' in width), said point being a common corner of land belonging to Albert Menefee, Jr. and wife Valere Potter Menefee, shown on Tax Map 28 as Parcel 28.00 and of record in Book 105, Page 467 R.O.W.C., Tennessee, of which this description is a part of and land belonging to Tennessee Stonehedge, Inc.; Thence with said right-of-way North 19°12'17" East, passing through an iron pin (old) in a old woven wire fence at 73.12 feet to an iron pin (new) at 104.00 feet, said point being the Southeast corner of land belonging to City of Brentwood, shown on Tax Map 28N-A as Parcel 10.02 and of record in Book 738, Page 914 R.O.W.C, Tennessee and a common corner with Menefee's Parcel 28.00; Thence leaving said right-of-way with City of Brentwood's Southern line North 70°47'43" West a distance of 40.00 feet to an iron pin (new), said point being the Southwest corner of City of Brentwood and the true point of beginning.

Beginning at the afore established true point of beginning of Tract 2 and bisecting Menefee's Parcel 28.00 with a new line North 49°54'28" West a distance of 51.75 feet to an iron pin (new); Thence North 38°27'40" East a distance of 38.72 feet to an iron pin (new); Thence North 81°44'53" East a distance of 32.53 feet to an iron pin (new); Thence South 70°47'43" East a distance of 6.72 feet to an Iron pin (new), said point being the Northwest corner of City of Brentwood; Thence with City of Brentwood's Western line South 19°12'17" West a distance of 70.00 feet to the true point of beginning containing 2,297 square feet or 0.053 acres more or less.



ORDINANCE 2008-05

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE EXCHANGE OF CERTAIN PROPERTIES AT OR NEAR ROBERT E. LEE LANE, INCLUDING THE ACQUISITION OF PROPERTY TO ALLOW THE PLACEMENT OF A NEW COMMUNICATIONS TOWER AND TO ELIMINATE AN EXISTING ENCROACHMENT OF A WATER TANK AND COMMUNICATIONS TOWER, AND THE CONVEYANCE OF CERTAIN PROPERTY OWNED BUT NOT NEEDED BY THE CITY OF BRENTWOOD

WHEREAS, pursuant to an interlocal agreement between the City of Brentwood and Williamson County, Tennessee (the "County"), the City and the County intend to cooperate in the construction and use of a communications tower near Robert E. Lee Lane; and

WHEREAS, the proposed communications tower will be located behind a water tank used by the City and will replace an existing communications tower; and

WHEREAS, property ownership research has revealed that the existing water tank and communications tower encroach onto privately owned property; and

WHEREAS, a separate nearby tract is owned by the City, but not needed for any public purpose and is surrounded by the same owner's private property; and


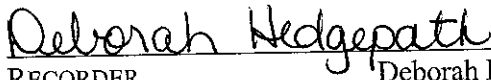
WHEREAS, the property exchange to be authorized by this ordinance will facilitate the placement of the new communications tower, and remove the existing property ownership and boundary concerns.

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

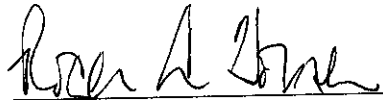
SECTION 1. That the exchange of certain properties at or near Robert E. Lee Lane, including the acquisition of property to allow the placement of a new communications tower and to eliminate an existing encroachment of a water tank and communications tower, and the conveyance of certain property owned but not needed by the City, is hereby authorized.

SECTION 2. That the Mayor is hereby authorized to execute any and all documents, as may be prepared or approved by the City Attorney, which are necessary to accomplish the property exchange contemplated herein.

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

PASSED:	1st reading	<u>3/10/08</u>	PLANNING COMMISSION	<u>n/a</u>
	2nd reading	<u>3/24/08</u>	NOTICE OF PASSAGE	
			Notice published in:	<u>n/a</u>
			Date of publication:	<u></u>
PUBLIC HEARING				
	Notice published in:	<u>n/a</u>		
	Date of publication:	<u></u>		
	Date of hearing:	<u></u>	EFFECTIVE DATE	<u>3/25/08</u>
				
MAYOR		Joe Reagan	RECORDER	Deborah Hedgepath

Approved as to form:


CITY ATTORNEY Roger A. Horner

JOE REAGAN
MAYOR
PAUL L. WEBB, CPA
VICE-MAYOR
MICHAEL W. WALKER
CITY MANAGER



COMMISSIONERS
BETSY S. CROSSLEY
ANNE DUNN
REGINA R. SMITHSON
BRIAN J. SWEENEY
BILL YOUREE

City of Brentwood

ASSISTANT CITY MANAGER MEMORANDUM No. 2008-03

To: Honorable Mayor and Members of the City Commission

Through: City Manager Michael W. Walker *MW*

From: Assistant City Manager Kirk Bednar

Subject: Acquisition of Property for Location of New Radio Communication Tower

Memo Date: March 3, 2008

Previously, the City Commission has approved a joint project with Williamson County to replace the existing radio communications tower located on Robert E. Lee Lane. Under this agreement, the City is responsible for acquiring and preparing a site for the tower, with the county funding the purchase and construction of the tower. The City is also responsible for providing the necessary equipment building at the site and relocating the radio equipment from the existing tower to the new tower.

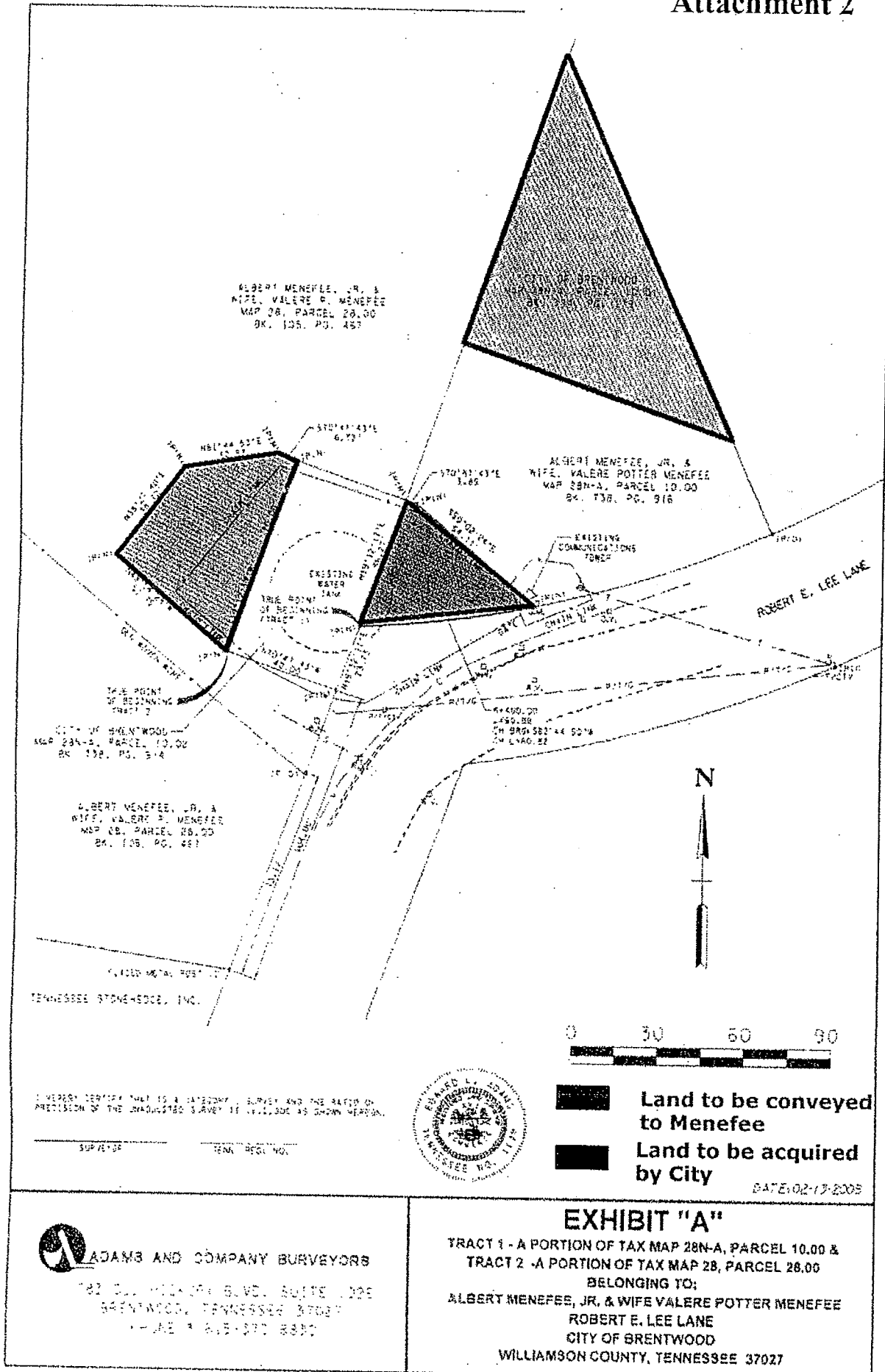
Staff identified the preferred location for the new tower to be behind the existing water tank at the Robert E. Lee site. This would place the tower further away from the homes across the street. The property surrounding the existing water tank and communications tower is owned by the Albert Menefee family. In researching the property ownership surrounding this site, staff discovered that portions of the water tank and existing communications tower are actually located on property owned by the Menefee family (See Attachment 1). In attempting to acquire the needed land for the new tower site, staff also negotiated acquisition of the land necessary to clean up the property line problems at this location.

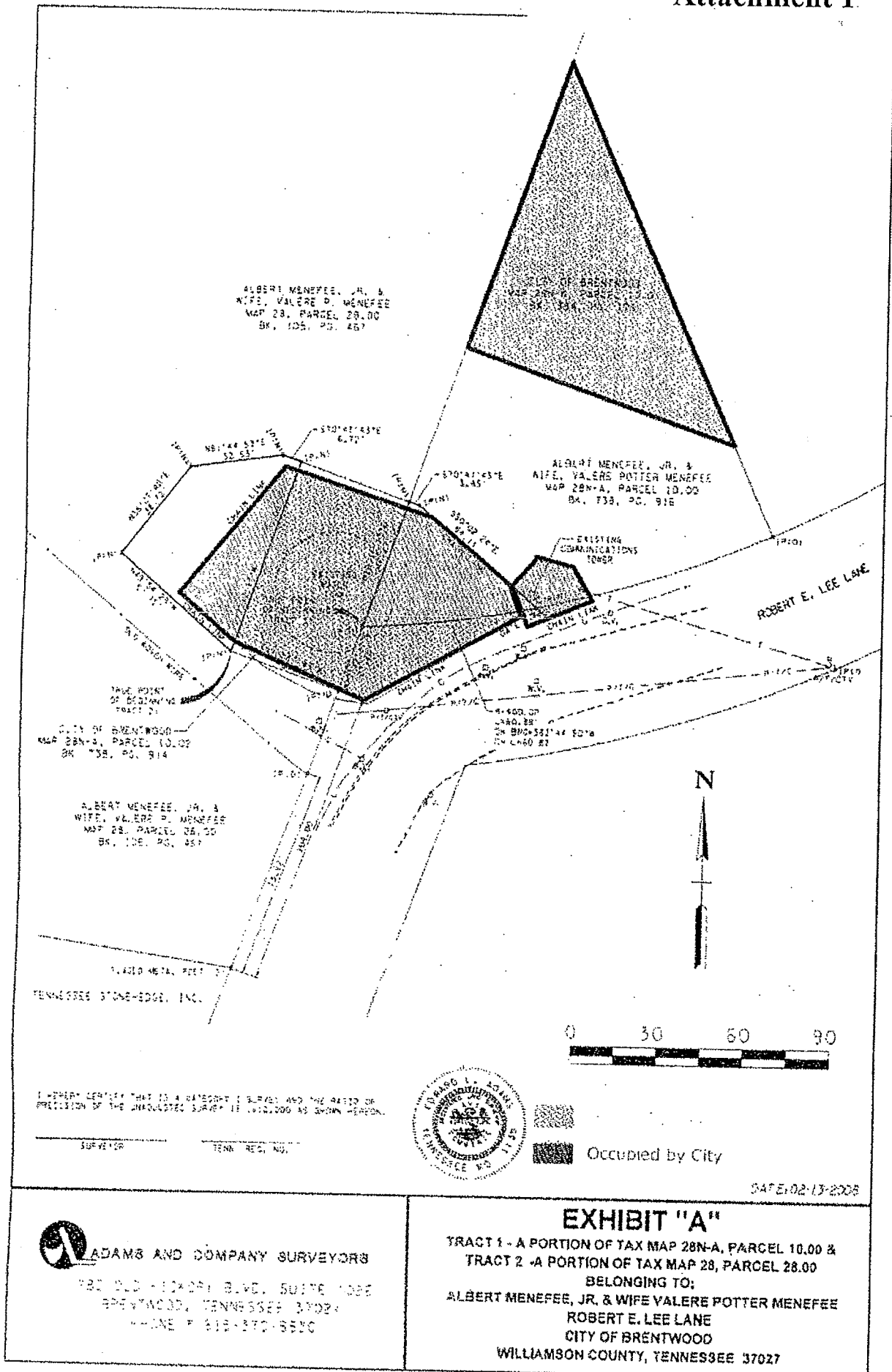
Negotiations with the Menefee family resulted in an arrangement that involves a land swap between the City and the Menefee family coupled with a payment of \$2,500 to the Menefee family. As shown on the attached map, the land swap involves the City acquiring two separate small tracts in return for conveying to the Menefee family a nearby tract currently owned by the City but surrounded by Menefee family property (See Attachment 2). Specifically, the swap involves the following parcels:

1. Tract 1 to be acquired by the City consists of 1,343 sq. ft. (0.031) of property fronting on Robert E. Lee Lane. This tract will clean up the property line problems and eliminate the water tank encroachment onto Menefee family property.
2. Tract 2 to be acquired by the City consists of 2,297 sq. ft. (0.053 acres) behind the existing water tank and will be the site of the new communications tower.
3. The City will convey ownership of a tract consisting of 5,322 sq. ft. (0.122 acres) to the Menefee family. This tract is near the existing water tank site but is completely surrounded by Menefee owned property and apparently was acquired years ago as a possible site for a second water tank. The City no longer has a use for this property and its small size, steep terrain, lack of road frontage and landlocked status means it has minimal value.

Staff is recommending City Commission approval of the attached ordinance authorizing the property acquisition/land swap to facilitate construction of the new radio communications tower and clean up the confusion regarding property lines at this site.

If there are any questions, please feel free to contact me prior to the meeting.







City of Brentwood

5211 Maryland Way • Brentwood, TN 37027 • Phone (615) 371-0080
Mailing Address: P.O. Box 788 • Brentwood, TN 37024-0788

WATER and SEWER MEMORANDUM

TO: Kirk Bednar
FROM: Chris Milton, Director
DATE: February 25, 2008
RE: Survey of Menefee Tract for Construction of Tower

Attached is the survey prepared by Ed Adams for the Menefee acquisition of property associated with the new City tower site on Robert E. Lee hill.

Tracts (Areas) #1 and #2 are to the two areas proposed to be purchased by the City from Mr. Menefee. Tract (Area) #2 is for the new tower site and Tract (Area) #1 is the area we are requesting to be acquired since a portion of the existing water tank encroaches upon this tract. You'll notice there is still a small portion of the existing tank located outside of Parcel 10.02 (the actual tank site), however this small portion is within existing right-of-way and shouldn't pose a problem.

The Parcel proposed to be granted back to Mr. Menefee is the triangular parcel located north of the tank site or Parcel 10.01 of Map 28N-A (0.122 acres).

I'm forwarding this information to you for your review. If we need to sit down with Roger or if Roger needs additional information in preparing the agreement documents, please let Richard or me know.

Thanks.

cc: Richard Rigsby

City of Brentwood Tower Site
Legal Descriptions

TRACT 1

Being a portion of Parcel 10.00 shown on Tax Map 28N-A, located in the City of Brentwood, Williamson County, Tennessee, belonging to Albert Menefee, Jr. and wife Valerie Potter Menefee as of record in Book 738, Page 916 Registrars Office of Williamson County (R.O.W.C.), Tennessee as shown on Exhibit "A" and more particularly described as follows:

Commencing at a found flagged metal post on the Western right-of-way line of Robert E. Lee Lane 150' in width, said point being a common corner of land belonging to Albert Menefee, Jr. and wife Valerie Potter Menefee, shown on Tax Map 28 as Parcel 28.00 and of record in Book 105, Page 467 R.O.W.C., Tennessee and land belonging to Tennessee Stonehedge, Inc.; thence with said right-of-way North 19°12'17" East, passing through an iron pin (old) in a old woven wire fence at 73.12 feet and a iron pin (new) at 104.00 feet, said point being the Southeast corner of land belonging to City of Brentwood, shown on Tax Map 28N-A as Parcel 10.02 and of record in Book 738, Page 914 R.O.W.C., Tennessee and a common corner with Menefee's Parcel 28.00; thence continuing with said right-of-way and the Eastern line of City of Brentwood North 19°12'17" East a distance of 23.73 feet to an iron pin (new), said point being the true point of beginning and also being the Southwest corner of Menefee's Parcel 10.00 of which this description is a part of.

Beginning at the afore established true point of beginning of Tract 1, leaving said right-of-way and with City of Brentwood's Eastern line North 19°12'17" East a distance of 46.27 feet to an iron pin new, said point being the Northeast corner of City of Brentwood; thence bisecting Menefee's Parcel 10.00 with a new line South 70°47'43" East a distance of 3.85 feet to an iron pin (new);

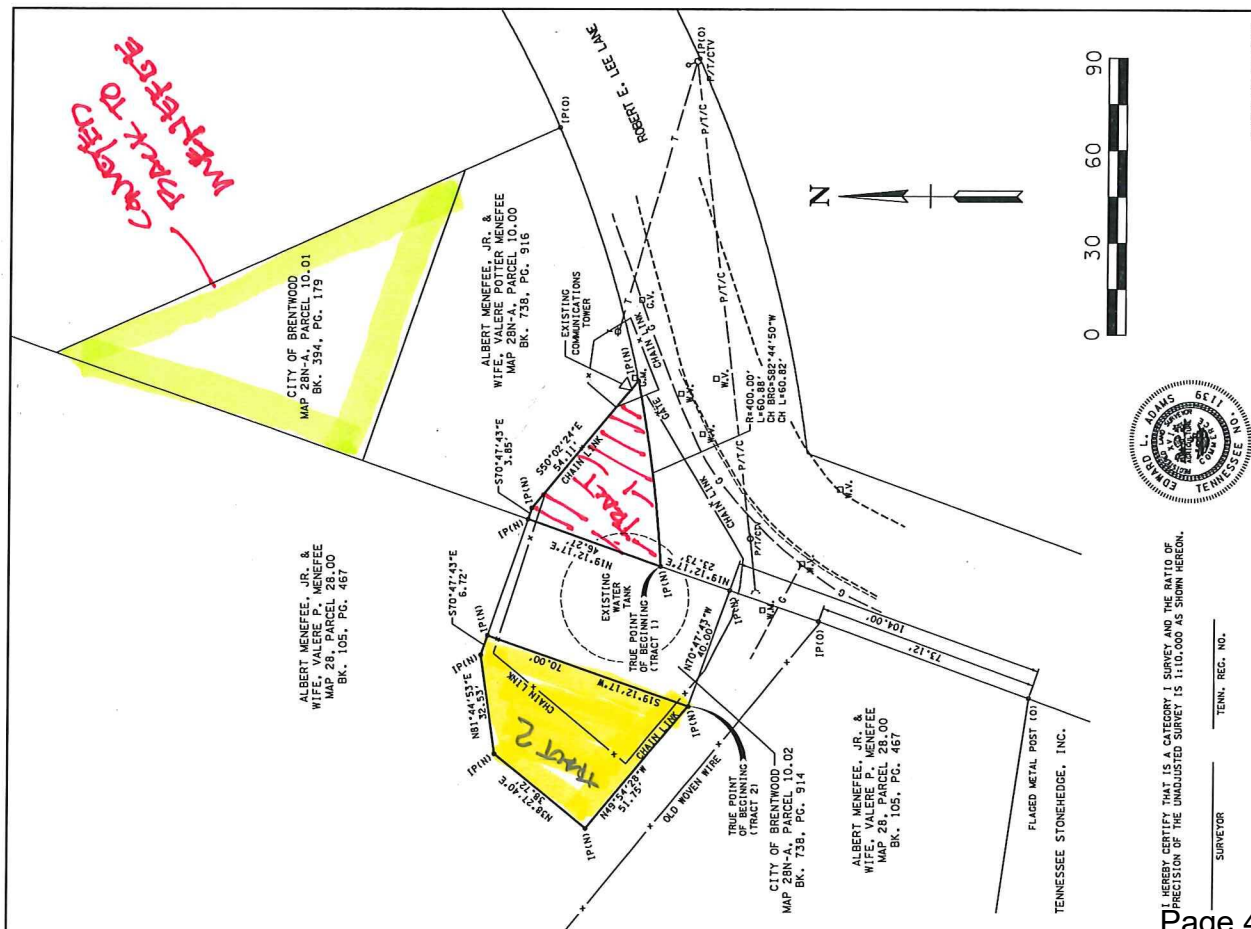
thence, with an existing chain link fence, South 50°02'24" East a distance of 54.11 feet to an iron pin (new) on the Northern right-of-way line of Robert E. Lee Lane; thence with a curve to the right having a radius of 400.00 feet a chord bearing of South 82°44'50" West a chord length of 60.82 feet and a total length of 60.88 feet to the true point of beginning containing 1.343 square feet or 0.031 acres more or less.

TRACT 2

Being a portion of Parcel 28.00 shown on Tax Map 28, located in the City of Brentwood, Williamson County, Tennessee, belonging to Albert Menefee, Jr. and wife Valerie Potter Menefee as of record in Book 105, Page 467 Registrars Office of Williamson County (R.O.W.C.), Tennessee as shown on Exhibit "A" and more particularly described as follows:

Commencing at a found flagged metal post on the Western right-of-way line of Robert E. Lee Lane 150' in width, said point being a common corner of land belonging to Albert Menefee, Jr. and wife Valerie Potter Menefee, shown on Tax Map 28 as Parcel 28.00 and of record in Book 105, Page 467 R.O.W.C., Tennessee, of which this description is a part of and land belonging to Tennessee Stonehedge, Inc.; thence with said right-of-way North 19°12'17" East, passing through an iron pin (old) in a old woven wire fence at 73.12 feet to an iron pin (new) at 104.00 feet, said point being the Southeast corner of land belonging to City of Brentwood, shown on Tax Map 28N-A as Parcel 10.02 and of record in Book 738, Page 914 R.O.W.C., Tennessee and a common corner with Menefee's Parcel 28.00; thence leaving said right-of-way with City of Brentwood's Southern line North 70°47'43" West a distance of 40.00 feet to an iron pin (new), said point being the Southwest corner of City of Brentwood and the true point of beginning.

Beginning at the afore established true point of beginning of Tract 2 and bisecting Menefee's Parcel 28.00 with a new line North 49°54'28" West a distance of 51.75 feet to an iron pin (new); thence North 38°27'40" East a distance of 38.72 feet to an iron pin (new); thence North 81°44'53" East a distance of 32.53 feet to an iron pin (new); thence South 70°47'43" East a distance of 6.72 feet to an iron pin (new), said point being the Northwest corner of City of Brentwood; thence with City of Brentwood's Western line South 19°12'17" West a distance of 70.00 feet to the true point of beginning containing 2.237 square feet or 0.053 acres more or less.



DATE: 02-13-2008

EXHIBIT "A"

TRACT 1 - A PORTION OF TAX MAP 28N-A, PARCEL 10.00 &
TRACT 2 - A PORTION OF TAX MAP 28, PARCEL 28.00
BELONGING TO:
ALBERT MENEFEE, JR. & WIFE VALERIE POTTER MENEFEE
ROBERT E. LEE LANE
CITY OF BRENTWOOD

ADAMS AND COMPANY SURVEYORS
783 OLD HICKORY BLVD., SUITE 102E
BRENTWOOD, TENNESSEE 37027
PHONE # 615-370-8830

WILLIAMSON COUNTY, TENNESSEE 37027

I HEREBY CERTIFY THAT IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 AS SHOWN HEREON.

SURVEYOR _____ TENN. REG. NO. _____

Menefee-City of Brentwood Property Transactions:

- 1981** Book 394/Page 179
Brentwood Water Company to City of Brentwood
.228± acres (conveyed to Brentwood Water Co. by J. C. Hinkle, Book 301, Page 604)
- 1987** Book 738/Page 914
Albert L. Menefee, Jr./Valere Potter Menefee to City of Brentwood
.064± acres (for water tank site, per Brentwood Ordinance 87-19)
- Book 738/Page 916
City of Brentwood to Albert L. Menefee, Jr./Valere Potter Menefee
Portion of property deeded in 1981 from Brentwood Water Company to City of Brentwood (acreage not shown)
- 2008** *Property exchange to be completed:*

Valere Potter Menefee to City of Brentwood
Tract 1, .031± acres - To eliminate encroachment of water tank onto Menefee property
Tract 2, .053± acres - For new communications tower shared with Williamson County

City of Brentwood to Valere Potter Menefee
Remaining portion of property deeded to City under Book 394/Page 179

(Tracts to be exchanged are shown on a survey prepared by Adams and Company Surveyors, date 2-13-2008. Note: The water tank also appears to encroach on a triangular tract south of Tract 1. However, this tract is apparently within the original right-of-way platted for Robert E. Lee Lane.)

Brentwood City Commission Agenda

Meeting Date: 10/09/2017

Resolution 2017-74 - Authorizing Membership in NPPGov Cooperative Purchasing Program

Submitted by: Brian Goss, Fire

Department: Fire

Information

Subject

Resolution 2017-74 - Authorizing Membership in NPPGov to Purchase Equipment and Supplies for the Fire & Rescue Department.

Background

NPPGov is a national cooperative procurement organization based in Seattle, Washington, offering publicly solicited contracts to government entities nationwide. Contracts are created through a public solicitation by a "lead public agency." Access to the cooperative contracts is free and there are no purchasing obligations. The purpose of these agreements is to allow for the purchase of a wide variety of equipment and supplies at better prices through cooperative efforts, which creates a business and service alliance between buyers and suppliers. NPPGov was created to allow participating municipalities and other governmental agencies to reduce the cost of purchasing goods by leveraging combined purchasing power of many agencies.

FireRescue GPO is a program of NPPGov with contracts that focus on fire rescue members' needs. All members have access to a broad range of publicly solicited contracts along with individual discount programs and negotiated contracts for below threshold purchases. Many of the vendors used by Brentwood Fire & Rescue offer discounted pricing utilizing NPPGov/Fire Rescue GPO pricing.

Tennessee law specifically provides that local governments may participate in purchasing cooperatives such as NPPGov and that purchases from such cooperatives comply with the State's competitive bidding requirements. Participation must be authorized at the local level through adoption of a resolution by the governing body. The City is currently a participant in three other purchasing cooperatives, the National Joint Powers Alliance, the Houston-Galveston Area Council and US Communities.

The Fire & Rescue Department will continue to explore the least expensive options when securing goods and services, and cooperative pricing through NPPGov will be utilized only when determined to be the most cost effective.

Staff Recommendation

Staff recommends approval of membership in the NPPGov cooperative procurement organization.

Fiscal Impact**Attachments**

Resolution 2017-74

RESOLUTION 2017-74

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING
PARTICIPATION IN THE COOPERATIVE PURCHASING PROGRAM OFFERED BY
NPPGov, A DIVISION OF NATIONAL PURCHASING PARTNERS**

WHEREAS, NPPGov, a division of National Purchasing Partners, has instituted a cooperative purchasing program under which government organizations may purchase through NPPGov's competitively solicited purchase contracts, thereby benefiting from volume pricing while satisfying local bidding requirements; and

WHEREAS, *Tennessee Code Annotated* § 12-3-1205 authorizes municipalities to participate in purchasing cooperatives such as NPPGov.

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

SECTION 1. That participation in NPPGov is hereby authorized as an alternative or supplement to the competitive bid process, provided that all purchases through NPPGov contracts shall otherwise follow the City's established purchasing procedures.

SECTION 2. That the Mayor is hereby authorized to execute such documents as may be necessary to implement the City's participation in NPPGov, subject to the approval of the City Attorney.

SECTION 3. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR

Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER

Deborah Hedgepath

CITY ATTORNEY

Roger A. Horner

Brentwood City Commission Agenda

Meeting Date: 10/09/2017

Resolution 2017-75 - Authorizing Agreement with AT&T for Internet Services at the Library

Submitted by: John Allman, Technology

Department: Technology

Information

Subject

Resolution 2017-75 - Authorizing Agreement with AT&T for Internet Services at the Library

Background

The City has become increasingly dependent on the internet for numerous outbound applications hosted in the cloud such as email, traffic cameras, GIS data, and records management systems for the Fire Department and Water Services, along with inbound applications for public safety mobile data and GIS data.

The City Commission recently approved an agreement with Comcast Business Communications, LLC for a 500 MB internet connection to City Hall that provides internet access for all City buildings as well voice connections. This was an increase in bandwidth from 100 MB to 500 MB.

Currently, there is a 20 MB backup internet connection at the Brentwood Library that serves as failover if the primary Comcast connection fails. The monthly fee for this connection is \$892.50. In August, staff issued a request for proposals (RFP) for internet services from providers other than Comcast for network diversity. The RFP sought proposals that would increase the bandwidth to 100 MB. Four proposals were received, ranging from \$998.75 to \$1,520.00 per month. Telecom Brokers submitted a proposal on behalf of AT&T and was the low bidder at \$998.75, which is within budget.

Staff recommends approval for the purchase of internet services from AT&T. Once approved, it will take AT&T 30 to 60 days to install and configure its equipment at the Library.

Please contact the Technology Director with any questions.

Staff Recommendation

Staff recommends authorization of the agreement for the purchase of internet services from AT&T.

Fiscal Impact

Amount : \$11,976

Source of Funds: Technology Department

Account Number: 110-41640-82450

Fiscal Impact:

Sufficient funds are budgeted in the Technology Department annual budget for the cost (\$998 monthly) for this 100 MB connection at the Library.

Attachments

Resolution 2017-75

RFP/Telecom Brokers Response

Bid Tabulation

RESOLUTION 2017-75

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF
BRENTWOOD AND AT&T CORP. FOR THE PURCHASE OF INTERNET ACCESS
SERVICES A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE
A PART OF THIS RESOLUTION BY REFERENCE**

WHEREAS, bids were received on September 8, 2017 for the provision of backup internet access for the City of Brentwood; and

WHEREAS, it is appropriate that the low bid received from Telecom Brokers on behalf of AT&T Corp. be accepted and that an agreement for internet access be entered into with AT&T Corp.

**NOW, THEREFORE, 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 AT&T Corp. for the purchase of internet access 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

Request for Proposals



Internet Access Services

BRENTWOOD, TENNESSEE 37027
615-371-7000

August 27, 2017

Legal Notice

REQUEST FOR PROPOSAL

The City of Brentwood is seeking proposals for the purchase for Internet Services. The request for proposal documents may be obtained at the Brentwood Municipal Center at 5211 Maryland Way, Brentwood, Tennessee Monday through Friday, 8:00 a.m. – 5 p.m. or on the City's website at www.brentwoodTN.gov/bids. Responding firms shall submit their proposal in the format specified in the bid. All proposals shall be due on September 12th 2017 at 10:00 a.m. local time. Questions concerning this RFP should be addressed to John Allman at PO Box 788, 5211 Maryland Way, Brentwood, Tennessee 37027 or may be sent by e-mail to John.Allman@brentwoodTN.gov.

Verbal or faxed quotations will not be accepted. The City of Brentwood may reject any and all proposals not deemed in the best interest of the City.

Request for Proposals
For Purchase of
Voice and Internet Services

Request for Proposals documents may be obtained at the Brentwood Municipal Center at 5211 Maryland Way, Brentwood, Tennessee, 37027, Monday through Friday, 8:00 a.m. - 5:00 p.m. or on the City's website at www.brentwoodTN.gov/bids.

Responding firms shall submit their original proposal in the format specified in the RFP. Faxed or e-mailed bids will not be accepted. Bids may be mailed or hand delivered to the City of Brentwood, Attn: Karen Harper, 5211 Maryland Way, P.O. Box 788, Brentwood, Tennessee 37024-0788.

Bid envelopes/packages must be sealed and clearly marked on the outside with:

- The bidder's name and address.
- The following text: **"BID: Internet Access Services- DO NOT OPEN until September 12th 2017 at 10:00 a.m."**

The City of Brentwood may reject any and all Proposals not deemed in the best interest of the City.

Late submittals will not be considered.

Questions concerning this Bid should be addressed to John Allman at PO Box 788, Brentwood, Tennessee 37024-0788, 615-371-7000, or may be sent by e-mail to John.Allman@brentwoodTN.gov.

Background

The City of Brentwood (COB) is seeking proposals for Internet access services to increase bandwidth for backup business class Internet connection.

The current solution in place:

Brentwood Library

8109 Concord Road

Brentwood, TN 37027

- Dedicated 100 MB business class Internet connection (COB owns a public class C IP range)
- BGP used with Secondary Internet service provider

See Appendix A for diagram of the existing solutions.

SCOPE OF SERVICES

Data Specifications:

1. ISP shall provide no less than one 100 MB of business class internet connectivity to the COB Library location.
2. ISP shall provide proof of upstream providers.
3. ISP shall provide customer service web portal.
4. ISP shall provide bandwidth 24 hours per day, 356 days per year.
5. ISP shall have network engineering support 24 hours per day, 365 days per year.
6. ISP shall maintain network-monitoring capability and notify COB at the point of any disruption of service; at no time shall it take longer than thirty (30) minutes to send notification from the time the outage occurs.
7. ISP shall provide web-based bandwidth utilization reporting.
8. ISP shall grant COB primary and authoritative control over the services.
9. ISP shall install all services and equipment included in the proposal.
10. ISP shall guarantee quality of service – minimum uptime 99.999% per month with minimum of four (4) hours response and resolution to problems, with documented discounts given for outages that exceed four (4) hours. COB will allow for brief pre-arranged outages during off-hours for maintenance between the hours of 1:00 am and 4:00 am.
11. Network/Transit delay shall not exceed an average of 80 milliseconds over a 5-minute period where the circumstances are under the ISP's control.
12. Packet loss shall not exceed an average of .1% over a 5-minute period where the circumstances are under the ISP's control.
13. Provide BGP services with existing ISP for separate failover Internet access.

General Terms

Contract Term - The ISP Services Contract will last for three years with COB having an option to renew the Contract for two 1 year optional renewals.

Pricing - Pricing shall be quoted on a three (3) year contract initial term and include an option to extend for two 1 year optional renewals. Pricing shall be quoted as a monthly cost and will note any potential discounts.

Budgetary Pricing for
AT&T Dedicated Internet



Presented to **City of Brentwood**

Address: 8109 Concord Rd Brentwood, TN 37027

Description	Download	Upload	Access	Port	Monthl
AT&T Dedicated Internet with router	100M	100M	\$610	\$388.75	\$998.75

Pricing Summary – Bundled Service Offers

Description	Quantity	Unit Price	Totals
Managed Cisco Router – 24/7	1	Included	\$0.00
IP Addresses – Up to 16	1	Included	\$0.00
4 Hour SLA - Included	1	Included	\$0.00
AT&T Cloud Web Security & McAfee Endpoint Security (Up-To 30 Users)	0	\$0.00	\$0.00
AT&T Premise-Based Firewall - Standard (3-Year Term)	0	\$0.00	\$0.00
AT&T DDoS Defense	0	\$98.00	\$0.00
AT&T Vulnerability Security Scanning	0	\$0.00	\$0.00
Analog Line - Only Required if one is not already available	0	\$55.00	\$0.00
Total Bundle Price Per Month			\$998.75

Installation/Activation One-Time Charges

Description	Totals
AT&T Fiber Installation	\$0.00
Customer Activation (Test & Turn-Up Conference Call)	\$0.00
Total Installation/Activation One-Time Charges	\$0.00

The above prices are based on current rates and do not include any applicable local, state or federal taxes or surcharges. The rates are subject to change without notice. Installation interval is determined after required site survey. This quote is subject to availability of facilities and valid until:

To ask questions or place an order, contact:

Wes Spinning
Vice President of Sales-South Region
Telecom Brokers
615-905-0090
wes@telecombrokers.com



Sales Contact Information
Mendez; Jennah
4233173021
jmendez@aci-tn.com

eSign Fax Cover Sheet

Contract Id: 8529707

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 4
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 8529707
 - II. All Pages stamped with Contract Id: 8529707
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1523514
Contract Id: 8529707



AT&T MANAGED INTERNET SERVICE PRICING SCHEDULE

Customer	AT&T
City of Brentwood Street Address: 8109 CONCORD RD City: BRENTWOOD State/Province : TN Zip Code: 37027 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary AT&T Contact
Name: John Allman Title: IT Director Street Address: 8109 Concord Road City: Brentwood State/Province: TN Zip Code: 37027 Country: United States Telephone: 6153710090 Fax: Email: john.allman@brentwoodtn.gov Customer Account Number or Master Account Number: 1-QVCU-590	Name: CHRISTOPHER RUSSELL Street Address: 2121 E 63RD ST - BLDG C City: KANSAS CITY State/Province: MO Zip Code: 64130 Country: United States Telephone: 8169954634 Fax: 2816643736 Email: cr1518@us.att.com Sales/Branch Manager: SCVP Name: Sales Strata: Retail Sales Region: <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name1: Jennah Mendez Company Name: Advanced Communications, Inc. Agent Street Address: 1103 W First North Street City: Morristown State: TN Zip Code: 37814 Country: United States Telephone: 4233173021 Fax: 1231231234 Email: jmendez@aci-tn.com Agent Code 16271	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

Page 1
ASAP!

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE****1. SERVICES**

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS (see MIS Express)
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES**Section I: AT&T Managed Internet Service****Table 1: MIS Self – Installation**

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router	Undiscounted MIS w/ Virtual Router
Ethernet	\$1,500	\$1,500**	\$0.00

**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

Table 2: On-Site Installation

Discount: 50.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only
Ethernet	\$1,500

AT&T and Customer Confidential Information

Page 2
ASAP!

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Table 3: Flat Rate and Flexible Bandwidth Billing Option – Ethernet

Available bandwidth levels are subject to qualification at time of each order and may vary for MIS ports/access ordered with or without the MIS on Demand option.

Bandwidth	Discounted Ethernet Access Monthly Fee	Minimum Bandwidth Commitment		Undiscounted Incremental Usage Fee Per Mbps
		Undiscounted MIS with Customer Router Monthly Fee	Undiscounted MIS with AT&T Managed Router Monthly Fee	
2 Mbps	\$426.00	\$260.00	\$388.00	\$355.00
4 Mbps	\$426.00	\$262.00	\$390.00	\$325.00
5 Mbps	\$426.00	\$263.00	\$391.00	\$270.00
8 Mbps	\$426.00	\$266.00	\$394.00	\$235.00
10 Mbps	\$426.00	\$268.00	\$396.00	\$198.00
20 Mbps	\$481.00	\$449.00	\$577.00	\$144.25
50 Mbps	\$560.00	\$813.00	\$955.00	\$95.50
100 Mbps	\$610.00	\$1,400.00	\$1,555.00	\$77.75
150 Mbps	\$610.00	\$1,800.00	\$1,965.00	\$65.50
250 Mbps	\$900.00	\$2,150.00	\$2,240.00	\$44.80
400 Mbps	\$1,100.00	\$2,700.00	\$3,380.00	\$42.25
500 Mbps	\$1,100.00	\$3,500.00	\$4,325.00	\$43.25
600 Mbps	\$1,100.00	\$4,096.00	\$4,840.00	\$40.33
1000 Mbps	\$1,400.00	\$4,505.00	\$5,620.00	\$28.10
Discount:		75.0 %	75.0 %	100.0 %

Table 4: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees

The Class of Service option is not available for MIS ports/access ordered with the MIS on Demand option.

Discount: 0.0 %

Speed	Undiscounted MIS with or without Managed Router Monthly Service Fee*
9.01 to 10.0 Mbps	\$825
15.01 - 20.0 Mbps	\$1,325
45.01 – 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400

*Applies to MIS Express Only and Charges waived for Sites with AT&T BVoIP Service

Section II: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

Section III: AT&T Business in a Box®

AT&T Business in a Box® is not available for MIS ports/access ordered with the MIS on Demand option.

AT&T and Customer Confidential Information

Page 3
ASAP!

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE****Discount: 100.0 %**

Option	Undiscounted Monthly Service Charge*
Base Unit NextGen†	\$75.00
Base Unit 12 Port	\$75.00
8 Port Analog Module Add-On	\$40.00

* Pricing also applies to Service locations in Alaska

† Feature expected to be available starting 4Q 2016. Refer to Service Guide for availability.

Discount: 0.0 %

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price*
Move, Addition, Change to Service	\$260.00
Delete Service	\$500.00

* Pricing also applies to Service locations in Alaska

Class Of Service Option - when ordered with AT&T BVoIP Services only**Discount: 100%**

Class of Service Undiscounted Monthly Service Fee	\$225*
--	---------------

* Pricing also applies to Service locations in Alaska

Section IV: AT&T Cloud Based Web Security

AT&T Cloud Web Security Service per port (10 users) Rate (Net Rate)	\$30.00
--	----------------

Section V: AT&T Wi-Fi Enterprise:

AT&T Wi-Fi Enterprise per AP per month Rate (Net Rate)*	\$30.00
--	----------------

*Include 1-2 Aps, AT&T owned self standing, self-install

This is the last page of the Pricing Document.

AT&T and Customer Confidential InformationPage 4
ASAP!



Sales Contact Information
Mendez; Jennah
4233173021
jmendez@aci-tn.com

eSign Fax Cover Sheet

Contract Id: 8529706

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 2
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 8529706
 - II. All Pages stamped with Contract Id: 8529706
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1523514
Contract Id: 8529706



AT&T Multi-Service Agreement

Customer	AT&T
City of Brentwood	AT&T Corp.
Street Address: 8109 CONCORD RD City: BRENTWOOD State/Province: TN Zip Code: 37027 Country: United States	
Customer Contact (for notices)	AT&T Contact (for notices)
Name: John Allman Title: IT Director Street Address: 8109 Concord Road City: Brentwood State/Province: TN Zip Code: 37027 Country: United States Telephone: 6153710090 Fax: Email: john.allman@brentwoodtn.gov	Street Address: 2121 E 63RD ST - BLDG C City: KANSAS CITY State/Province: MO Zip Code: 64130 Country: United States With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
This Multi-Service Agreement between the customer named above ("Customer") and AT&T Corp. ("AT&T") (each a "Party") is effective when signed by both Parties ("Effective Date").	

This AT&T Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <http://www.business.att.com/agreement> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase AT&T Services, the Parties must execute an applicable pricing schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at www.att.com/aup ("AUP"). Service Publications and the AUP may be amended by AT&T from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the attached provisions and the BSA, the attached provisions take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

AGREED: Customer

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED: AT&T

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Title)

(Date)

AT&T Multi-Service Agreement

Services: "Service" or "Services" means all products and services (including wireless, if applicable) AT&T provides Customer pursuant to this Agreement.

Execution by Affiliates: An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with such separate, associated contract(s). An "Affiliate" of a party is any entity that controls, is controlled by or is under common control with such party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term:

Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

MARC: Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third-party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if

the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

Billing and Disputes: If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. AT&T must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Purchased Equipment: Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment AT&T sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T passes through to Customer any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

Privacy: Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T only if it has legal authority to do so.

Trademarks and Publicity: Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

Governing Law: Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

This section must be completed and submitted by the Vendor or the proposal will be rejected. By submitting a proposal, the Vendor agrees that this Request For Proposal and the successful Vendor's proposal, when accepted by the Board of Commissioners of the City of Brentwood, shall constitute a binding agreement between the City of Brentwood and the successful Vendor and enforceable under the laws of the State of Tennessee in the courts of Williamson County, Tennessee.

F. Vendor: Telecom Brokers

Do you meet specifications X YES NO (if no, attach explanation)

Address of Vendor: 3343 Aspen Grove Dr , Franklin, TN 37067

Telephone: 615-905-0090

Number of years in business: 19 years

G. References: Vendor must provide information on three (3) references. Provide client name, contact person and telephone number.

1. Lee Company Inc – Tom Goddard – 615-218-3654

100 MB Fiber thru Comcast / 6 location MPLS thru Windstream


2. H.G. Hill Realty – Cathy Bomar – 615-252-8125

60+ POTS Lines thru Birch

3. Tri Star Sports & Entertainment – Steve Krell – 615-997-3842

Hosted PBX thru Jive / 100 MB Fiber thru Comcast

H. The Vendor has read and fully understands the Request for Proposals and all instructions and requirements therein and agrees to fully comply therewith, except for any alternative described in the Vendor's response to the RFP and accepted by the City of Brentwood including the Iran Divestment Act.

 WES SPINING VP OF SALES
Name of Vendor's Representative Authorized to Submit Bid Title
9-12-17
Signature Date
TELECOM
BROKERS

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:



Date:

9/12/17

Printed Name:

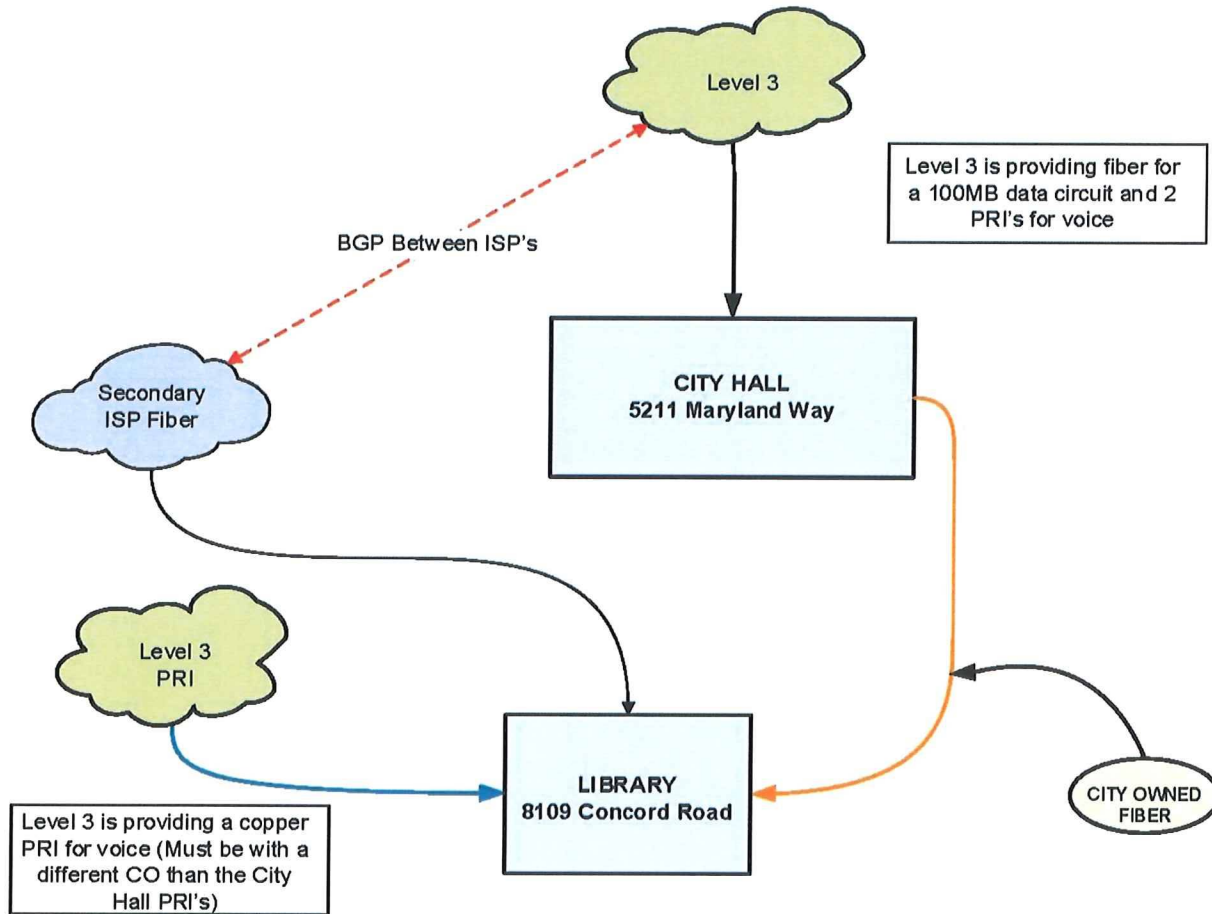
Wes Spining

Title:

VP of Sales

Name of Firm/Company: Telecom Brokers

City of Brentwood Voice and Internet Current Solution



7-21-2017

Library Internet Bid Tabulation 9-8-2017

Company	Recurring Fees	Onetime Fees	Met RFP Spec	Comments
AT&T	\$ 1,465.25		Yes	100 MB
Granite Telecommunications	\$ 1,520.00		Yes	100 MB
Peace Communications	\$ 1,100.00	\$ 1,000.00	Yes	100 MB
Telecom Brokers	\$ 998.75		Yes	100 MB (AT&T)

Brentwood City Commission Agenda

Meeting Date: 10/09/2017

Approval of Emergency Repair Expenses at Fire Station 2

Submitted by: Jay Evans, Administration

Department: Administration

Information

Subject

Approval of an Invoice from Interstate A/C for emergency repairs at Fire Station 2.

Background

City staff discovered a clogged HVAC drain and poorly functioning floor drain in the mechanical room of Fire Station 2 at 1301 Wilson Pike. This particular mechanical room is very small for the large amount of equipment located inside, including HVAC air handlers, cabinets, plumbing, and a water heater. The floor drain was located underneath the water heater stand and was relatively inaccessible. The accumulation of moisture in the mechanical room damaged surrounding drywall and caused mold to grow both outside and inside of the wall. Because one of the mechanical room walls adjoins occupied spaces of the fire station, quick remediation of the mold problem was imperative. This required the removal of the water heater and HVAC air handlers, as well as cabinets and duct work.

The HVAC equipment being removed had reached the end of its useful life. This, together with the need to eliminate the mechanical overcrowding that allowed the moisture problem to go unnoticed, necessitated replacement of the two split HVAC units with five-ton package units that sit outside of the mechanical room. Placement outside of the room also means that moisture lines for the units will no longer be piped to the floor drains. This work required relocation of the back-flow preventer and other plumbing within the room.

Oversight for the scope and pricing of the project was provided by City's maintenance technician from Cushman & Wakefield. Interstate A/C Service was contracted to remove the old units and install the new units and duct work. Interstate A/C is a Nashville-based HVAC contractor who has provided excellent service to the City on previous projects. The total installed price for the units was \$26,247.00.

Please contact Assistant City Manager Jay Evans or Fire Chief Brian Goss if you have questions.

Staff Recommendation

Staff recommends approval to pay the attached invoice from Interstate AC Service for \$26,247.00.

Fiscal Impact

Amount : 26,247.00

Source of Funds: Facilities Maintenance Fund

Account Number: 312-42200-89600

Fiscal Impact:

Funds are available in the Facilities Maintenance Fund fund balance to cover the cost of the repairs. This amount will be included in the proposed fiscal-year-end budget amendment that the Commission will consider in June.

Attachments

Interstate AC Invoice



1877 Air Lane Dr. • Nashville, TN 37210 • Phone (615) 832-8500 • Fax (615) 620-0602

CONTRACT INVOICE

BILL TO:	CUSTOMER:	DATE:
082999	095804	09/20/17
CUSHMAN & WAKEFIELD (331)	BRENTWOOD FIRE STATION #2	
1033 DEMONBREUN ST, SUITE 600	1301 WILSON PIKE	
NASHVILLE TN 37203	BRENTWOOD TN 37027	

JOB NAME: BRENTWOOD FIRE STATION #2	JOB NO. 014459	INVOICE # 0617234
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BILLING DATE: 09/20/17

Original Contract Amount: 26,247.00

Net Change Orders: 0.00

Total Contract Amount: 26,247.00

Total Billed To Date: 26,247.00

Retainage To Date:

Description

REMOVE TWO 5-TON GAS UNITS AND
INSTALL TWO NEW 5-TON GAS
PACKAGE UNITS

WE APPRECIATE YOUR BUSINESS!

DUE UPON RECEIPT

Billing Amount: 26,247.00

Less Retainage:

Net Amount Due: 26,247.00

THIS INVOICE IS SUBJECT TO A **FINANCE CHARGE** OF 1.5 PER MONTH, ANNUAL PERCENTAGE RATE OF 1.8 WHICH IS ALLOWED BY LAW ON ALL BALANCES OVER 30 DAYS PAST DUE. PURCHASER AGREES TO PAY ALL COSTS AND REASONABLE ATTORNEY'S FEE IF THIS INVOICE IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION.

Brentwood City Commission Agenda

Meeting Date: 10/09/2017

Ordinance 2017-17 - An Ordinance Accepting The Dedication of 3.13 Acres of Land Located at the Intersection of Split Log and Ragsdale Roads

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Ordinance 2017-17 authorizes acceptance of dedication of a tract of land, having an area of approximately 3.13 acres and located in the northeast quadrant of the intersection of Split Log and Ragsdale Roads.

Background

Ordinance 2017-17, if approved, provides for the formal acceptance of approximately 3.13 acres of land that is presently included as part of the permanent open space for the Tuscany Hills Subdivision. The property is located at the intersection of Split Log and Ragsdale Roads. Acquisition of the tract will provide a site for the future construction of a new fire station which will serve the southeastern portion of the City. Please note that there are no immediate plans for construction of the new fire station. Timing of construction for the station would be considered as part of the development of the FY 2019-2024 Capital Improvements Program next spring.

City staff and the developer of the Tuscany Hills Subdivision, Kevin Hyneman, have been discussing the possibility of a land dedication for a new fire station for several months.

The original proposal was presented at a City Commission briefing on May 18, 2017. A revised proposal shifting the access to Ragsdale Road was presented at the briefing on July 20, 2017. The latest proposal reduces the area of the dedication slightly from 3.20 acres to 3.13 acres. Access to the site from Ragsdale Road remains unchanged .

The 3.13 acres would be conveyed to the City at no cost. Dedications of this nature to public agencies are credited as open space, based on 100 percent of the area of the dedication, under Section 78-187 of the Zoning Ordinance - Open Space Credit for Community Wide Benefits.

The property is currently owned by Lindsey Butler of Trace Construction Inc. Mr. Butler is the developer of Section Six of the project. Mr. Hyneman is in the process of purchasing the remaining property from Mr. Butler to finish the development.

A concept plan has been developed that shows the future fire station fronting Ragsdale

Road. The plan shows a building footprint measuring approximately 80' x 65' or 5,200 square feet. The total area of the two story building would be approximately 10,400 square feet. The design of the building has not yet begun, but it is envisioned that the structure will resemble a residential home and will incorporate exterior materials consistent with other homes in the area.

As part of these property dedication discussions and as a way to facilitate pedestrian access to the new elementary school on Split Log Road, the developer of Tuscany Hills has agreed to build a six-foot wide sidewalk from Tuscany Way eastward, within the existing northern right-of-way, approximately 810 feet to the western boundary of parcel number 055 02401, which is owned by Alexander Davidoff. City staff will coordinate with Mr. Davidoff regarding the sidewalk extension across the front of his property as part of the development of the sidewalk plans. The remaining 325 feet of sidewalk across the frontage of the Davidoff property to the Williamson County Schools property will be constructed by the City. WCS will continue the sidewalk on its property to the school entrance. Addition of this section of sidewalk will allow students living on the north side of Split Log Road to safely walk or bike to school without crossing the street.

Ordinance 2017-17 was passed on first reading by the Board of Commissioners on August 28. On September 5, the Planning Commission reviewed the ordinance and recommend that the Board of Commissioners defer further consideration for 30 days to allow the developer of the Tuscany Hills Subdivision to conduct a community meeting with the residents of the subdivision.

On September 11, the Board of Commissioners voted to defer second reading of the ordinance. A community meeting was held with Tuscany Hills homeowners and the developer on September 18. Approximately thirty residents attended the meeting. Those attending the meeting who expressed opposition to the land dedication identified the concern about diminished property values and the aesthetic impact of a future fire station on the neighborhood. There were also questions about whether the fact a portion of the land to be dedicated is already platted as open space for Section Six should require some level of homeowner approval prior to transfer.

At its meeting on October 2, the Planning Commission voted 7-2 to recommend approval of the ordinance to the City Commission with an additional recommendation that the City continue to look for other land options in this general area for a fire station, and if other land is acquired that this 3.13 acre tract be returned to the Tuscany Hills development as open space.

Please contact the Planning and Codes Director should have any questions.

Staff Recommendation

Staff recommends passage of Ordinance 2017-17 on second and final reading.

Previous Commission Action

On September 11, 2017, the Board of Commissioners unanimously deferred Ordinance 2017-17.

At the September 5, 2017 meeting, the Planning Commission voted unanimously nine for and zero against (9-0) to recommend that the Board of Commissioners defer consideration of Ordinance 2017-17 for 30 days to allow the developer of the Tuscany Hills Subdivision to conduct a community meeting with the residents of the subdivision.

On August 28, 2017, the Board of Commissioners unanimously voted for passage of Ordinance 2017-17 on first reading.

On March 25, 2013 the Board of Commissioners approved Resolution 2013-26, authorizing changes to the OSRD plan for Tuscany Hills involving an increase in the area of the excess open space for the project from 5.48 acres to 5.65 acres.

On May 26, 2009 the Board of Commissioners approved Resolution 2009-36, which authorized minor changes to the OSRD Development Plan for the Tuscany Hills Subdivision, decreasing the excess open space from 5.80 acres to 5.48 acres.

On September 25, 2008 the Board of Commissioners approved Ordinance 2008-13 on second and final reading. The ordinance rezoned property located on the north side of Tuscany Hills subdivision, east of Ragsdale Road & north of Split Log Road from R-2 to OSRD.

On January 14, 2008 the Board of Commissioners approved Resolution 2008-03, which approved an alteration to open space within the Tuscany Hills subdivision.

On October 11, 2007 the Board of Commissioners approved Resolution 2007-80, which allowing sewer tap fee credits to Kevin Hyneman Companies for construction of certain off-site sewer improvements serving the Tuscany Hills subdivision.

On September 24, 2007 the Board of Commissioners approved Ordinance 2007-21 on second and final reading. The ordinance rezoned property east of intersection of Split Log Road and Ragsdale Road, adjacent to eastern boundary of Tuscany Hills from R-2 to OSRD.

On February 26, 2007 the Board of Commissioners approved Ordinance 2007-02 on second and final reading. The ordinance rezoned property located in the NE quadrant of intersection of Split Log Road and Ragsdale Roads abutting to the west Tuscany Hills subdivision from R2 to OSRD. This action related to the Bellasara subdivision, which has now been annexed into Tuscany Hills.

On June 22, 2006 the Board of Commissioners approved Resolution 2006-43, approving a alteration to permanent use of open space at Tuscany Hills subdivision.

On May 24, 2004 the Board of Commissioners approved Resolution 2004-23, which approved an alteration to permanent use of open space at the Tuscany Hills subdivision to allow for reconfiguration of the open space.

On February 25, 2004 the Board of Commissioners approved Ordinance 2004-05 on second and final reading. The ordinance established the OSRD zoning classification for the area annexed by Ordinance 2004-04.

Also on February 25, 2004 the Board of Commissioners approved Ordinance 2004-04, on second and final reading. The ordinance authorized the annexation of an area adjacent to Split Log Road (Tuscany Hills).

Fiscal Impact

Attachments

Ordinance 2017-17

Attachment B -- Proposed Revised Preliminary Plan

Site Plan -- No Topo

Site Plan -- Topo

Current Approved Plan

Authorizations

Sec. 78-187

BK 6282 PG 444

BK 6839 PG 677

Sec. 78-185(b)

ORDINANCE 2017-17

**AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE
MAYOR, CITY MANAGER AND CITY ATTORNEY FOR THE CITY OF BRENTWOOD
TO ACCEPT THE CONVEYANCE OF CERTAIN PROPERTY FROM
TRACE CONSTRUCTION, INC. AND LINDSEY BUTLER, SAID PROPERTY TO BE
DESIGNATED AS A FUTURE FIRE STATION SITE**

WHEREAS, a revised OSRD development plan for the Tuscany Hills subdivision was approved by the Board of Commissioners on May 25, 2013, pursuant to Resolution 2013-26; and

WHEREAS, said development plan anticipates that certain property will be conveyed to the City of Brentwood for use as a future fire station site; and

WHEREAS, pursuant to section 78-187 of the Brentwood Municipal Code, the Board of Commissioners has determined that the proposed dedication of the property serves a public purpose.

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

SECTION 1. That the Mayor, City Manager and City Attorney for the City of Brentwood are hereby authorized to take such steps as may be necessary to accept the conveyance of certain property from Trace Construction, Inc. and Lindsey Butler, said property to be designated as a future fire station site; provided that a warranty deed for the conveyance for said property shall be approved in form by the City Attorney. Said property is more particularly described in the property description attached hereto as "Attachment A" and made a part of this ordinance by reference, and is more particularly shown on the map attached hereto as "Attachment B" and made a part of this ordinance by reference.

SECTION 2. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

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

MAYOR Jill Burgin

RECORDER Deborah Hedgepath

Approved as to form:

CITY ATTORNEY Roger A. Horner

ORDINANCE 2017-17
ATTACHMENT A
LEGAL DESCRIPTION – FUTURE FIRE STATION PARCEL

A TRACT OF LAND LOCATED IN THE 16th CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF BRENTWOOD, TENNESSEE AND BEING GENERALLY BOUNDED ON THE NORTHWEST BY RAGSDALE ROAD (PUBLIC RIGHT-OF-WAY WIDTH VARIES); ON THE NORTHEAST BY THE REMAINDER OF OPEN SPACE 24 AS SHOWN ON THE FINAL PLAT ENTITLED "TUSCANY HILLS, SECTION 6" AS RECORDED IN PLAT BOOK P61, PAGE 123, REGISTERS OFFICE WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.T.), ON THE SOUTHEAST BY THE RESIDUAL LAND OF LINDSAY BUTLER OF RECORD IN BOOK 6839, PAGE 677, R.O.W.C.T. AND ON THE SOUTH BY SPLIT LOG ROAD (PUBLIC RIGHT-OF-WAY WIDTH VARIES). AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD NEW WITH CAP STAMPED "RAGAN SMITH ASSOCIATES" (RSA) AT THE EAST END OF THE SOUTHEAST RETURN CURVE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF SPLIT LOG ROAD AND THE EAST RIGHT-OF-WAY OF RAGSDALE ROAD AND PROCEEDING AS FOLLOWS:

ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 45.11 FEET, A CENTRAL ANGLE OF 103 DEGREES 23 MINUTES 04 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 52 MINUTES 34 SECONDS WEST, 39.23 FEET TO AN IRON ROD NEW;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF RAGSDALE ROAD THE NEXT FIVE CALLS:

- 1) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 255.00 FEET, AN ARC LENGTH OF 123.17 FEET, A CENTRAL ANGLE OF 27 DEGREES 40 MINUTES 30 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 38 DEGREES 39 MINUTES 13 SECONDS EAST, 121.98 FEET TO AN IRON ROD NEW;
- 2) NORTH 52 DEGREES 29 MINUTES 33 SECONDS EAST, 248.98 FEET TO AN IRON ROD NEW;
- 3) NORTH 48 DEGREES 05 MINUTES 04 SECONDS EAST, 103.04 FEET TO AN IRON ROD NEW;
- 4) NORTH 48 DEGREES 10 MINUTES 43 SECONDS EAST, 18.44 FEET TO AN IRON ROD NEW;
- 5) NORTH 48 DEGREES 10 MINUTES 36 SECONDS EAST, 58.88 FEET TO AN IRON ROD NEW;

THENCE, LEAVING THE SOUTHEASTERLY RIGHT-OF-WAY OF RAGSDALE ROAD AND WITH A NEW LINE OF DIVISION THROUGH SAID OPEN SPACE 24 AND THROUGH THE LANDS OF LINDSAY BUTLER THE NEXT THREE CALLS:

- 1) SOUTH 41 DEGREES 54 MINUTES 56 SECONDS EAST, 221.88 FEET TO AN IRON ROD NEW;
- 2) SOUTH 02 DEGREES 16 MINUTES 49 SECONDS WEST, 83.68 FEET TO AN IRON ROD NEW;
- 3) SOUTH 48 DEGREES 05 MINUTES 04 SECONDS WEST, 300.98 FEET TO AN IRON ROD NEW IN THE NORTH RIGHT-OF-WAY LINE OF SPLIT LOG ROAD;

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SPLIT LOG ROAD THE NEXT THREE CALLS:

- 1) NORTH 82 DEGREES 26 MINUTES 50 SECONDS WEST, 193.08 FEET TO AN IRON ROD NEW;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 905.93 FEET, AN ARC LENGTH OF 62.24 FEET, A CENTRAL ANGLE OF 03 DEGREES 56 MINUTES 11 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 80 DEGREES 28 MINUTES 46 SECONDS WEST, 62.23 FEET TO AN IRON ROD NEW;
- 3) NORTH 78 DEGREES 30 MINUTES 40 SECONDS WEST, 59.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 136,438 SQUARE FEET OR 3.13 ACRES, MORE OR LESS;

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO LINDSAY BUTLER BY DEED OF RECORD IN BOOK 6839, PAGE 677, R.O.W.C.T., AND A PORTION OF THE PROPERTY CONVEYED TO TRACE CONSTRUCTION, INC. BY DEED OF RECORD IN 6282, PAGE 444, R.O.W.C.T.

1. SUBJECT PROPERTY CONSISTS OF PARCEL 26.02 ON WILLIAMSON COUNTY PROPERTY MAP 100.00.
2. BEARINGS SHOWN HEREON ARE BASED ON NORTHERN COORDINATE SYSTEM OF 1983.
3. TOPOGRAPHIC INFORMATION TAKEN FROM CITY OF BRENTWOOD MAPING.
4. NUMBER OF PROPOSED LOTS: 125.
5. THIS PROPERTY IS CURRENTLY ZONED OSRD, (OPEN SPACE RESIDENTIAL DEVELOPMENT)
 - MINIMUM BUILDING SETBACKS FOR LOTS 1-85 :
 - FRONT - 50' (UNLESS SHOWN OTHERWISE)
 - SIDE - 10' 20" (UNLESS SHOWN OTHERWISE)
 - SIDE ABUTTING A STREET - 30'
 - REAR - 20'
 - MINIMUM BUILDING SETBACKS FOR LOTS 86-128 :
 - FRONT - 50' (UNLESS SHOWN OTHERWISE)
 - SIDE - 15' 25" OR 20' 20" (MIN. 4' BETWEEN DWELLINGS)
 - SIDE ABUTTING A STREET - 30'
 - REAR - 30' (UNLESS SHOWN OTHERWISE)
 - UNSUBDIVIDED TO PROJECT BOUNDARIES
6. ALL OPEN SPACE AREAS EXCLUDING SCENIC EASEMENTS ARE ALSO PUBLIC UTILITY AND DRAINAGE EASEMENTS.
 - ALL OPEN SPACE AREAS DESIGNATED AS SCENIC EASEMENTS SHALL REMAIN UNDIVIDED. SCENIC EASEMENTS SHOWN THUS

SECTIONS 1-7- 125 LOTS	
Total Site Area (AC)	148.68
LESS INTERNAL ROW	3.60
LESS ROADSIDE ROAD ROW	0.48
LESS SPLIT LOG ROAD ROW	3.93
TOTAL	137.27
Less Areas in 25% Slopes	7.77
Plus 25% of Areas in 25% Slopes	1.22
Less Areas in Floodway	0.00
Plus 25% of Areas in Floodway	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)	126.81
Less area for community wide benefit (Dedication to City)	3.13
Plus dedication to City per Sec. 78-107 BAC	3.13
TOTAL AREA AVAILABLE	126.81
Total Land Area Required @ 1 DUPA (AC)	125.00
Land Areas in Lots	71.92
Open Space Required	53.08
Open Space Available	58.16
EXCESS OPEN SPACE	3.08

SECTION 1 - 46 LOTS	
Total Site Area (AC)	46.75
LESS INTERNAL ROAD	4.28
LESS SPLIT LOG ROAD ROW	0.93
	41.54
Less Areas in 25% Slopes	1.17
Plus 25% of Areas in 25% Slopes	0.29
Less Areas in Floodway	0.00
Plus 25% of 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
	40.66
Total Usable Land Area (AC)	40.66
Less Areas in Lots - 1 to 4	9.00
	45.68
TOTAL AREA AVAILABLE	
Total Land Area Required (at 1 DUPA (AC))	40.00
Land Areas in Lots	22.82
Open Space Required	17.18
Open Space Provided	18.74
EXCESS OR CARRIED TO SECTION TWO	1.56

SECTION 2 - 5 LOTS (REVISED)			
Site Area (AC)	4.42	TOTAL	4.42
Net Available Area	0	LESS	0
AL	4.42	TOTAL	4.42
Areas in 20% Slopes	0.14	Less 20% Slopes	0.14
20% of Areas in 20% Slopes	0.06	Plus 20% Slopes	0.06
Areas in Floodway	0	Less Floodway	0
25% of Areas in Floodway	0	Plus 25% Floodway	0
Areas in Electrical Natural & Gas Easements	0	Less Areas	0
20% of Areas in Electrical Natural & Gas Easements	0	Plus 20% Easements	0
Usable in Land Area (AC)	4.30	TOTAL USABLE	4.30
Unusable in Land Area	0.12	Less Areas	0.12
TOTAL AREA AVAILABLE	4.32		
Land Area Required @ 1 DIPA (AC)	6.00	TOTAL LAND AREA REQUIRED	6.00
Area in Lots	2.77	Less Area in Lots	2.77
Open Space Required	2.23	Open Space	2.23
Open Space Provided	1.66	Open Space	1.66
OPEN SPACE DEFICIT	-0.58	EXCESS	0.00
EXCESS OR CARRIED FROM SECTION ONE	1.66	EXCESS	1.66
EXCESS OR CARRIED FROM SECTION THREE	3.98	EXCESS	3.98

SECTION 3 – 10 Lots		14.13	Total Site Area
Area (Acres)	7.97	14.13	LESS TOTAL
PERMANENT ROW*	0.37	11.76	
In 20% Slopes	0.32		Less Available In
In Areas w/ 20% Slopes	0.18		Plus 20% of Area
In Floodway	-		Less Available In
In Floodway or	-		Plus 20% of Area
In Floodway or	-		Less Area In
In Electrical Natural & Gas Easements	-		Less Area In
In Areas of Electrical Natural & Gas Easements	-		Plus 20% of Area
Land Area Available	11.22		Total Usable Land
TOTAL AREA AVAILABLE	11.22		Less Area In
Area Required @ 1 DIPA (Ac.)	10.00		Total Land Area
In Lots	4.56		Land Area In
Area Required	5.44		Open Space Pres.
Area Provided	7.46		Open Space Pres.
OPEN SPACE	1.96		OPEN SPACE
EXCESS CARRIED FROM SECTION TWO	0.79		OPEN SPACE PRE-
EXCESS CARRIED TO SECTION FOUR	2.75		EXCESS OR CARRIED

SECTION 4 - 25 LOTS		SECTION 5 - 25 LOTS
Gravel	26.00	Total Site Area (Ac)
Grass	1.98	LESS: Impervious Surface
	25.01	TOTAL
Slopes	5.41	Less Areas in 25% Slope
Shaded Slopes	6.00	Plus 20% of Areas in 25% Slope
Waterways	0.00	Less Areas in 25% Slope
Open Waterways	0.00	Plus 20% of Areas in 25% Slope
Natural & Gas Easements	0.00	Less Areas in 25% Slope
Electrical/Natural & Gas Easements	0.00	Plus 20% of Areas in 25% Slope
	24.22	Total Usable Land Area
Land Area (Ac)	24.22	Less Areas in Lots 1 & 2
Impervious	1.00	
TOTAL AREA AVAILABLE	24.22	Total Land Area Required
required @ 1 DUPA (Ac)	25.00	Land Area in Lots
Impervious	15.98	
Grass	9.04	Open Space Provided
Gravel	0.00	Open Space Required
HOT	0.79	OPEN SPACE DEFICIT
DEVELOPED FROM SECTION THREE	2.38	EXCESS OR CARRIED OVER
ADDED TO SECTION FIVE	3.14	EXCESS OPEN SPACE PROVIDED

SWS - 24 Lots		SECTION
	23.71	Total Site Area (A)
	1.96	LESS INTERNAL ROWS
		LESS RAGSDALE ROAD
	21.75	TOTAL
	1.40	Less Areas in 20% Slopes
	0.35	Plus 20% of Areas in 20% Slopes
Shrubs		Less Areas in Floodplains
Drains		Plus 25% of Areas in Floodplains
Artificial Wetlands and Gas Easements		Less Areas in Electric Right of Way
Artificial Natural and Gas Easements		Plus 25% of Areas in Electric Right of Way
	20.70	Total Usable Land Areas (A)
Area Available	0.00	Less Area in Lots & Acreage
	20.70	TOTAL
Area Available	24.00	Total Land Area Required
Area @ 1/4 DIPA (AC)	13.18	Land Areas in Lots
	10.82	Open Space Required
	8.57	Open Space Provided
	-2.25	EXCESS OPEN SPACE
Area in ROW SECTION FOUR	3.14	EXCESS OR CARRIED FR
	0.89	EXCESS OPEN SPACE

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LOTS	
	15.66
	0.85
	9.00
	15.01
	1.71
	0.43
	0
	0
Gas Easements	0
Water & Gas Easements	0
	13.73
Profit (Deduction to City)	5.13
100% BWC	3.13
AVAILABLE	3.13
IPA (AC)	10.00
	5.53
	4.47
	6.35
	1.88
CTION SIX	1.21

RAGAN • SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
RAGAN • SMITH • ASSOCIATES, INC.
3100 N. 10TH ST., SUITE 100
DENVER, CO 80202
TEL: 303.733.1100
FAX: 303.733.1101
WWW.RSASSOCIATES.COM

[illegible][illegible]

LOT SEC 1 - 40 LOTS		OPEN/SEC - SEC 1		LOT/SEC - SEC 2 LOTS	
LOT #	ACRES	LOT #	ACRES	LOT #	ACRES
1	0.7806	1	0.7806	1	0.7806
2	0.7806	2	0.7806	2	0.7806
3	0.7806	3	0.7806	3	0.7806
4	0.7806	4	0.7806	4	0.7806
5	0.7806	5	0.7806	5	0.7806
6	0.7806	6	0.7806	6	0.7806
7	0.7806	7	0.7806	7	0.7806
8	0.7806	8	0.7806	8	0.7806
9	0.7806	9	0.7806	9	0.7806
10	0.7806	10	0.7806	10	0.7806
11	0.7806	11	0.7806	11	0.7806
12	0.7806	12	0.7806	12	0.7806
13	0.7806	13	0.7806	13	0.7806
14	0.7806	14	0.7806	14	0.7806
15	0.7806	15	0.7806	15	0.7806
16	0.7806	16	0.7806	16	0.7806
17	0.7806	17	0.7806	17	0.7806
18	0.7806	18	0.7806	18	0.7806
19	0.7806	19	0.7806	19	0.7806
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29	0.7806	29	0.7806	29	0.7806
30	0.7806	30	0.7806	30	0.7806
31	0.7806	31	0.7806	31	0.7806
32	0.7806	32	0.7806	32	0.7806
33	0.7806	33	0.7806	33	0.7806
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35	0.7806	35	0.7806	35	0.7806
36	0.7806	36	0.7806	36	0.7806
37	0.7806	37	0.7806	37	0.7806
38	0.7806	38	0.7806	38	0.7806
39	0.7806	39	0.7806	39	0.7806
40	0.7806	40	0.7806	40	0.7806
41	0.7806	41	0.7806	41	0.7806
42	0.7806	42	0.7806	42	0.7806
43	0.7806	43	0.7806	43	0.7806
44	0.7806	44	0.7806	44	0.7806
45	0.7806	45	0.7806	45	0.7806
46	0.7806	46	0.7806	46	0.7806
47	0.7806	47	0.7806	47	0.7806
48	0.7806	48	0.7806	48	0.7806
49	0.7806	49	0.7806	49	0.7806
50	0.7806	50	0.7806	50	0.7806
51	0.7806	51	0.7806	51	0.7806
52	0.7806	52	0.7806	52	0.7806
53	0.7806	53	0.7806	53	0.7806
54	0.7806	54	0.7806	54	0.7806
55	0.7806	55	0.7806	55	0.7806
56	0.7806	56	0.7806	56	0.7806
57	0.7806	57	0.7806	57	0.7806
58	0.7806	58	0.7806	58	0.7806
59	0.7806	59	0.7806	59	0.7806
60	0.7806	60	0.7806	60	0.7806
61	0.7806	61	0.7806	61	0.7806
62	0.7806	62	0.7806	62	0.7806
63	0.7806	63	0.7806	63	0.7806
64	0.7806	64	0.7806	64	0.7806
65	0.7806	65	0.7806	65	0.7806
66	0.7806	66	0.7806	66</	

[illegible]

OPEN SPAN	SECS	LOT/ARSES	SECS	10/LOTS	OPEN SPAN
10	0.699	108	33.024	0.53	23
20	2.807	109	35.258	0.61	24
30	5.076	110	37.492	0.65	25
40	7.387	121	35.054	0.61	2
50	9.732	122	37.288	0.69	3
60	12.117	123	39.522	0.78	4
70	14.537	124	41.756	0.87	5
80	16.996	125	43.990	0.99	6
90	19.499	126	46.224	1.11	7
100	22.049	127	48.458	1.23	8
110	24.649	128	50.692	1.35	9
120	27.294	129	52.926	1.47	10
130	29.989	130	55.160	1.59	11
140	32.729	131	57.394	1.71	12
150	35.519	132	59.628	1.83	13
160	38.354	133	61.862	1.95	14
170	41.229	134	64.096	2.07	15
180	44.149	135	66.330	2.19	16
190	47.114	136	68.564	2.31	17
200	50.129	137	70.798	2.43	18
210	53.189	138	73.032	2.55	19
220	56.289	139	75.266	2.67	20
230	59.434	140	77.500	2.79	21
240	62.619	141	79.734	2.91	22
250	65.849	142	81.968	3.03	23
260	69.119	143	84.202	3.15	24
270	72.434	144	86.436	3.27	25
280	75.789	145	88.670	3.39	26
290	79.179	146	90.904	3.51	27
300	82.609	147	93.138	3.63	28
310	86.079	148	95.372	3.75	29
320	89.589	149	97.606	3.87	30
330	93.134	150	99.840	3.99	31
340	96.719	151	102.074	4.11	32
350	100.339	152	104.308	4.23	33
360	104.004	153	106.542	4.35	34
370	107.709	154	108.776	4.47	35
380	111.449	155	111.010	4.59	36
390	115.229	156	113.244	4.71	37
400	119.049	157	115.478	4.83	38
410	122.909	158	117.712	4.95	39
420	126.809	159	119.946	5.07	40
430	130.744	160	122.180	5.19	41
440	134.719	161	124.414	5.31	42
450	138.729	162	126.648	5.43	43
460	142.774	163	128.882	5.55	44
470	146.859	164	131.116	5.67	45
480	150.979	165	133.350	5.79	46
490	155.129	166	135.584	5.91	47
500	159.309	167	137.818	6.03	48
510	163.519	168	140.052	6.15	49
520	167.759	169	142.286	6.27	50
530	172.029	170	144.520	6.39	51
540	176.329	171	146.754	6.51	52
550	180.659	172	148.988	6.63	53
560	185.019	173	151.222	6.75	54
570	189.404	174	153.456	6.87	55
580	193.819	175	155.690	6.99	56
590	198.259	176	157.924	7.11	57
600	202.729	177	1		

This is a detailed street map of a section of Queens, New York. The map shows a grid of streets with lot numbers and street names. Key streets include Amalfi Court, 100th Street, and 101st Street. The map also shows a compass rose indicating North, and a scale bar. The map is labeled with various lot numbers and street names, including Amalfi Court, 100th Street, and 101st Street. The map is a detailed street map of a section of Queens, New York.

TEMPORARY DEAD END

STREET TO BE EXTENDED BY AUTHORITY OF CITY ENGINEER (SEE ROUTE "D")

MARCO MONACO

A DRIVE

B DRIVE

C DRIVE

D DRIVE

E DRIVE

F DRIVE

G DRIVE

H DRIVE

I DRIVE

J DRIVE

K DRIVE

L DRIVE

M DRIVE

N DRIVE

O DRIVE

P DRIVE

Q DRIVE

R DRIVE

S DRIVE

T DRIVE

U DRIVE

V DRIVE

W DRIVE

X DRIVE

Y DRIVE

Z DRIVE

AA DRIVE

AB DRIVE

AC DRIVE

AD DRIVE

AE DRIVE

AF DRIVE

AG DRIVE

AH DRIVE

AI DRIVE

AJ DRIVE

AK DRIVE

AL DRIVE

AM DRIVE

AN DRIVE

AO DRIVE

AP DRIVE

AQ DRIVE

AR DRIVE

AS DRIVE

AT DRIVE

AU DRIVE

AV DRIVE

AW DRIVE

AX DRIVE

AY DRIVE

AZ DRIVE

BA DRIVE

BB DRIVE

BC DRIVE

BD DRIVE

BE DRIVE

BF DRIVE

BG DRIVE

BH DRIVE

BI DRIVE

BJ DRIVE

BK DRIVE

BL DRIVE

BM DRIVE

BN DRIVE

BO DRIVE

BP DRIVE

BQ DRIVE

BR DRIVE

BS DRIVE

BT DRIVE

BU DRIVE

BV DRIVE

BW DRIVE

BX DRIVE

BY DRIVE

BZ DRIVE

CA DRIVE

CB DRIVE

CC DRIVE

CD DRIVE

CE DRIVE

CF DRIVE

CG DRIVE

CH DRIVE

CI DRIVE

CJ DRIVE

CK DRIVE

CL DRIVE

CM DRIVE

CN DRIVE

CO DRIVE

CP DRIVE

CQ DRIVE

CR DRIVE

CS DRIVE

CT DRIVE

CU DRIVE

CV DRIVE

CW DRIVE

CX DRIVE

CY DRIVE

CZ DRIVE

DA DRIVE

DB DRIVE

DC DRIVE

DD DRIVE

DE DRIVE

DF DRIVE

DG DRIVE

DH DRIVE

DI DRIVE

DJ DRIVE

DK DRIVE

DL DRIVE

DM DRIVE

DN DRIVE

DO DRIVE

DP DRIVE

DQ DRIVE

DR DRIVE

DS DRIVE

DT DRIVE

DU DRIVE

DV DRIVE

DW DRIVE

DX DRIVE

DY DRIVE

DZ DRIVE

EA DRIVE

EB DRIVE

EC DRIVE

ED DRIVE

EE DRIVE

EF DRIVE

EG DRIVE

EH DRIVE

EI DRIVE

EJ DRIVE

EK DRIVE

EL DRIVE

EM DRIVE

EN DRIVE

EO DRIVE

EP DRIVE

EQ DRIVE

ER DRIVE

ES DRIVE

ET DRIVE

EU

This topographic map shows a section of the Los Angeles River and surrounding urban areas. The river flows from the top left towards the bottom right. Key streets include Avenue 72, Avenue 71, Avenue 70, Avenue 69, Avenue 68, Avenue 67, Avenue 66, Avenue 65, Avenue 64, Avenue 63, Avenue 62, Avenue 61, Avenue 60, Avenue 59, Avenue 58, Avenue 57, Avenue 56, Avenue 55, Avenue 54, Avenue 53, Avenue 52, Avenue 51, Avenue 50, Avenue 49, Avenue 48, Avenue 47, Avenue 46, Avenue 45, Avenue 44, Avenue 43, Avenue 42, Avenue 41, Avenue 40, Avenue 39, Avenue 38, Avenue 37, Avenue 36, Avenue 35, Avenue 34, Avenue 33, Avenue 32, Avenue 31, Avenue 30, Avenue 29, Avenue 28, Avenue 27, Avenue 26, Avenue 25, Avenue 24, Avenue 23, Avenue 22, Avenue 21, Avenue 20, Avenue 19, Avenue 18, Avenue 17, Avenue 16, Avenue 15, Avenue 14, Avenue 13, Avenue 12, Avenue 11, Avenue 10, Avenue 9, Avenue 8, Avenue 7, Avenue 6, Avenue 5, Avenue 4, Avenue 3, Avenue 2, Avenue 1, Avenue 0. The map also shows various landmarks, including the Los Angeles River, the Los Angeles Harbor, and the Los Angeles International Airport. A compass rose is located in the upper left corner, indicating North is towards the top of the page.

[illegible][illegible]

Topographic map of the Umbria Drive area in San Francisco. The map shows the proposed and existing buildings, parking lots, and open spaces. Key features include:

- UMBRIA DRIVE**: A major road running horizontally across the middle of the map.
- OPEN SPACE 24**: A large open area at the top of the map.
- OPEN SPACE 25**: A large open area at the bottom of the map.
- RECORDED SCENIC ESMIT (TYPE)**: A label pointing to a specific area on the map.
- STREAM BUFFER**: A label pointing to a stream area on the right side of the map.
- EXISTING VEGETATION STREAM**: A label pointing to a stream area on the left side of the map.
- Lot Numbers**: Various lot numbers are shown, including 114, 118, 119, 120, 121, and 122.
- 50' GRADE**: A line indicating a 50-foot grade.
- North Arrow**: A north arrow is located in the bottom right corner.

11	584.00' 40" E	49.54'
12	587.28' 46" E	52.23'
13	530.62' 44" E	39.63'
14	538.39' 13" W	121.98'

[illegible]

SECTION FIVE, SUBDIVISION ONE

RETAINING WALL

DETECTION POND

RECORDED SCENIC ESMT. (TOP.)

PORTING DRIVE

SECTION 5

106.51

306.98

101°24'13"E

127°45'

53°28'26"E

73°55'02"E

(ZONED R-2)

MAP 55, PARCEL 24.01

ALEXANDER DAVIDOFF

OLENA DAVIDOFF

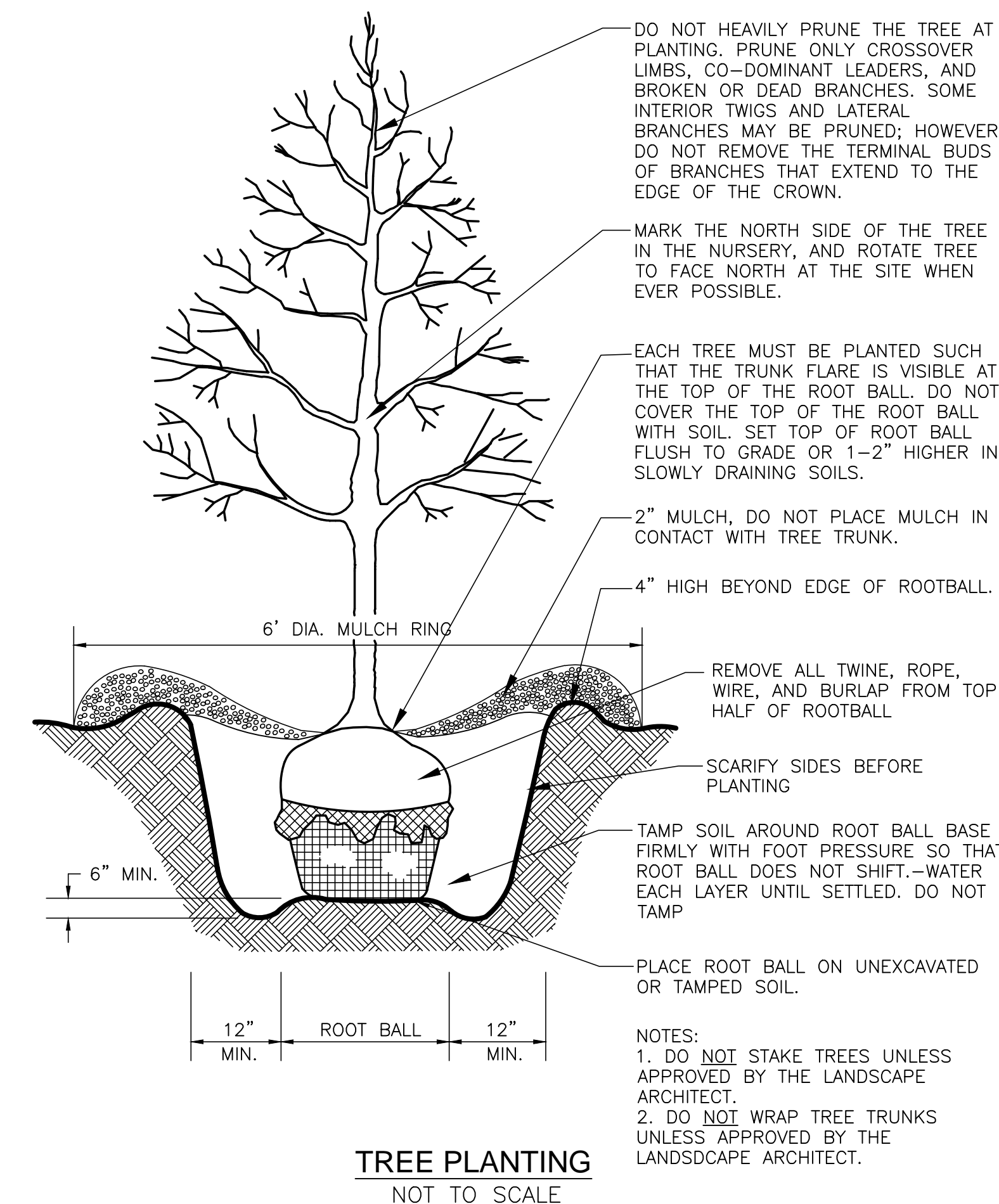
DEED BOOK 4453, PAGE 1

R.O.W.C.T.

[illegible]

REVISED PRELIMINARY PLAN
FOR
TUSCANY HILLS
CITY OF BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE

1



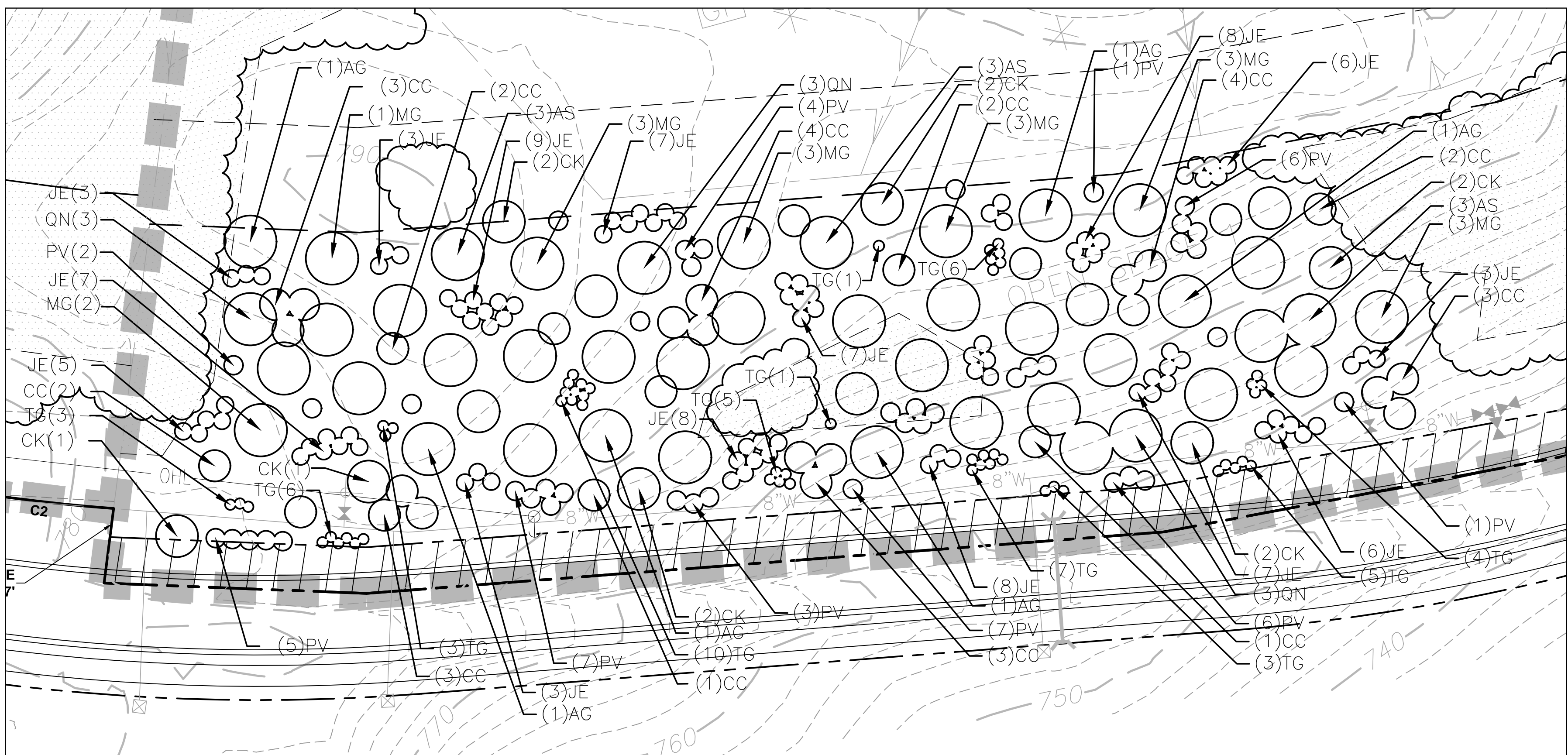
*** NOTES: ALL REMAINING BUFFER YARDS NOT PLANTED CONSIST OF EXISTING VEGETATION AS SHOWN ON PLANS AND IS BEING APPLIED TOWARDS THE BUFFER YARD PLANTING REQUIREMENTS.

1. ANY SERIES OF TREES TO BE PLACED IN A PARTICULAR ARRANGEMENT WILL BE FIELD CHECKED FOR ACCURACY. ANY PLANTS MISARRANGED WILL BE RELOCATED.
2. TREES SHOULD BE PLANTED WITH THE TRUNKS STRAIGHT AND WAXED WITH 25% PEAT BY VOLUME. EXCEPT FOR ERICACEAE PLANTS, VERY ACID OR SOUR SOILS SHOULD BE AMENDED WITH 25% PEAT BY VOLUME.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS TO PRODUCE A SLIGHTLY ACID REACTION (A PH OF 6.0 TO 6.5), 10-10-10 COMMERCIAL FERTILIZER AT THE RATE OF 2 POUNDS PER CUBIC YARD SHALL BE ADDED TO THE SOIL.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF A ROTARY TILLER.
5. PRIOR TO BACKFILLING ERICACEAE PLANTS SHALL BE TOPSOIL MIXED WITH 50% PEAT BY VOLUME. 5-10-5 COMMERCIAL FERTILIZER AT THE RATE OF 5 POUNDS PER CUBIC YARD SHALL BE ADDED. BOTH FERTILIZER AND PEAT SHALL BE THOROUGHLY MIXED.
6. UPON SECURING PLANT MATERIAL, AND BEFORE INSTALLATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS TO REMOVE TREES IN ORDER TO VERIFY ALL PLANT MATERIAL MEETS SPECIFICATIONS. TREES OF SAME SPECIES TO BE MATCHED IN GROWTH CHARACTER AND UNIFORMITY.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS PRIOR TO PLANTING FOR NOXIOUS WEEB CONTROL, AT A RATE OF 2 POUNDS PER 1,000 SQUARE FEET.
8. THE CONTRACTOR SHALL SUBMIT A 10 OUNCE SAMPLE OF THE TOPSOIL PROPOSED TO A TESTING LABORATORY FOR ANALYSIS. TEST RESULTS, WITH RECOMMENDATIONS FOR CORRECTION, SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL.
9. PLANTS SHALL BE ORIENTED FOR BEST APPEARANCE AND VERTICAL, ALL NON-FLAMMABLE, ROOT CONTAINERS SHALL BE REMOVED.
10. TREE BRANCHES SHALL BE SELECTIVELY TRIMMED BY 25%, MAINTAINING NATURAL FORM AND BALANCE. BRANCHES TO BE TRIMMED SHALL BE IDENTIFIED BY TAGS. BRANCHES TO BE PRUNED, REMOVE TAGS, TWINE OR OTHER NON-Biodegradable MATERIAL.
11. SCARIFY SUBSOIL IN PLANTING BEDS TO A DEPTH OF 3 INCHES. ALL PLANTING AREAS SHALL BE REFINISHED TO MATCH EXISTING GRASS.
12. CONTRACTOR SHALL PROVIDE SMOOTH, NEATLY TRIMMED (3 INCH DEEP) BEDS.
13. ALL PLANTING BEDS TO HAVE A MINIMUM 4 INCH DEEP HARDWOOD MULCH.
14. DIMENSIONS FOR TRUNK CALIPER, HEIGHTS, AND SPREAD SPECIFIED ON THE SCHEDULE SHALL BE MEASURED AND RECORDED. THE CONTRACTOR SHALL PROVIDE THE SIZE OF EACH PLANT, QUALITY & SIZE OF PLANTS, SPREAD OR ROOTS AND SIZE OF BALLS OR ROOTS, AND THE NUMBER OF PLANTS OF EACH SPECIES, AND THE TOTAL SIZE OF STOCK. (CURRENT EDITION AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.).
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE DATA PROVIDED ON THE MATERIAL SCHEDULE ARE PROVIDED FOR THE USE OF THE CONTRACTOR, BUT SHOULD NOT BE ASSUMED TO ALWAYS BE CORRECT. IN THE EVENT OF A DISCREPANCY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN QUANTITY CALCULATIONS AND THE LIABILITY FOR ANY DISCREPANCY TO THOSE QUANTITIES AND ANY RELATED CONTRACT DOCUMENTS AND/OR PRICE QUOTATIONS.
16. CONTRACTOR TO WARRANTY ALL MATERIAL FOR ONE YEAR AFTER DATE OF FINAL

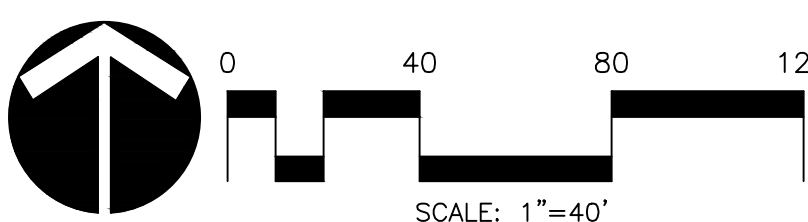
1. ALL DISTURBED AREAS TO BE SEEDDED WITH KY-31 FESCUE AT THE RATE OF 5 LBS PER 1,000 S.F. ALL SEED TO BE 98% PURE WITH 85% GERMINATION AND CONFORM WITH THE REQUIREMENTS OF THE FEDERAL SEED ACT.
2. ALL EXISTING WEEDS AND GRASSES TO BE KILLED WITH AN APPROVED POST-EMERGENT, COMMERCIAL TYPE WITH 50% OF ITS ELEMENTS DERIVED FROM ORGANIC SOURCES.
3. STRAW MULCH SHALL BE PLACED UPON SEEDED AREAS. STRAW SHALL BE OATS, WHEAT OR RYE, UNHARVESTED, UNCHOPPED, UNBLENDED, UNHAYED, UNSTOCKED, UNFED, AND DRY OR CHOPPED CORNSTALKS ARE NOT ACCEPTABLE.
4. MULCHING SHALL BE DONE TO A DEPTH OF 4 INCHES. MULCHING IS READY TO RECEIVE WATER. THE TOPSOIL SHALL BE CULTIVATED TO A DEPTH OF 4 INCHES WITH A MECHANICAL TILLER AND SUBSEQUENTLY RAKED UNTIL SMOOTH. FOREIGN MATERIALS SHALL BE REMOVED FROM THE SURFACE OF THE MULCH.
5. FERTILIZER SHALL BE APPLIED PER THE MANUFACTURER'S RECOMMENDATIONS. LIMESTONE MAY BE APPLIED WITH THE FERTILIZER. FERTILIZER SHALL BE APPLIED AFTER SMOOTH RAKING AND PRIOR TO ROLLER COMPACTION AND IT SHALL BE MIXED INTO THE TOPSOIL.
6. SEED SHALL BE APPLIED EVENLY IN TWO INTERSECTING DIRECTIONS AND RAKED IN BOTH DIRECTIONS. MULCH SHALL BE PLACED ON THE SEED. MULCH SHALL NOT BE PLACED IN EXCESS OF THAT WHICH CAN BE MULCHED ON THE SAME DAY.
7. ROLL SEEDED AREA WITH ROLLER NOT EXCEEDING 112 POUNDS.
8. MULCH SHALL BE PLACED WITH A FINE SPRAY AND SATURATE THE MULCH AT THE RATE OF ONE AND ONE HALF BALE PER 1,000 SQUARE FEET. IMMEDIATELY AFTER MULCHING, FERTILIZER WITH A FINE SPRAY AND SATURATE THE GROUND TO A DEPTH OF 4 INCHES.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING SEEDED AREAS TO PREVENT DRYING OUT UNTIL FULL ESTABLISHMENT OF THE VEGETATION IS OBSERVED AND ACCEPTED BY THE OWNER'S REPRESENTATIVE.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR RESEEDING BARE SPOTS FOR A PERIOD

TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE	HEIGHT	TYPE	REMARKS
AG	8	Acer rubrum 'October Glory' TM / October Glory Maple	2" CAL	12-14'	Deciduous	B&B, 6' Clear Trunk
AS	12	Acer saccharum / Sugar Maple	2" CAL	12-14'	Deciduous	B & B, 6' Clear Trunk
CC	40	Cercis canadensis / Eastern Redbud	2" CAL	8' Ht	Deciduous	B&B, Well Matched
CK	16	Cladrastis kentukea / American Yellowwood	2" CAL	10-12'	Deciduous	B & B
JE	120	Juniperus virginiana / Eastern Red Cedar	2" CAL	8' Ht	Evergreen	B & B, Full to Base
MG	24	Magnolia grandiflora / Southern Magnolia	2" CAL	8' Ht	Evergreen	B&B, Full to Base, 8' Ht. Min.
PV	56	Pinus virginiana / Virginia Pine	2" CAL	8' Ht	Evergreen	B & B
QN	12	Quercus nuttallii / Nuttall Oak	2" CAL	12-14'	Deciduous	B&B, 6' Clear Trunk
TG	72	Thuja occidentalis 'Green Giant' / Green Giant Arborvitae	2" CAL	8' Ht	Evergreen	B & B, Full to Base

NOTES: ALL PLANTS MUST BE A MINIMUM OF 2" CALIPER AND A MINIMUM OF 8' HEIGHT PER BRENTWOOD ZONING CODE.
ALL DISTURBED AREAS NOT PROPOSED TO RECEIVE LANDSCAPE MATERIAL ARE TO BE SEEDED PER NOTES. SEE THIS SHEET FOR SEEDING NOTES.

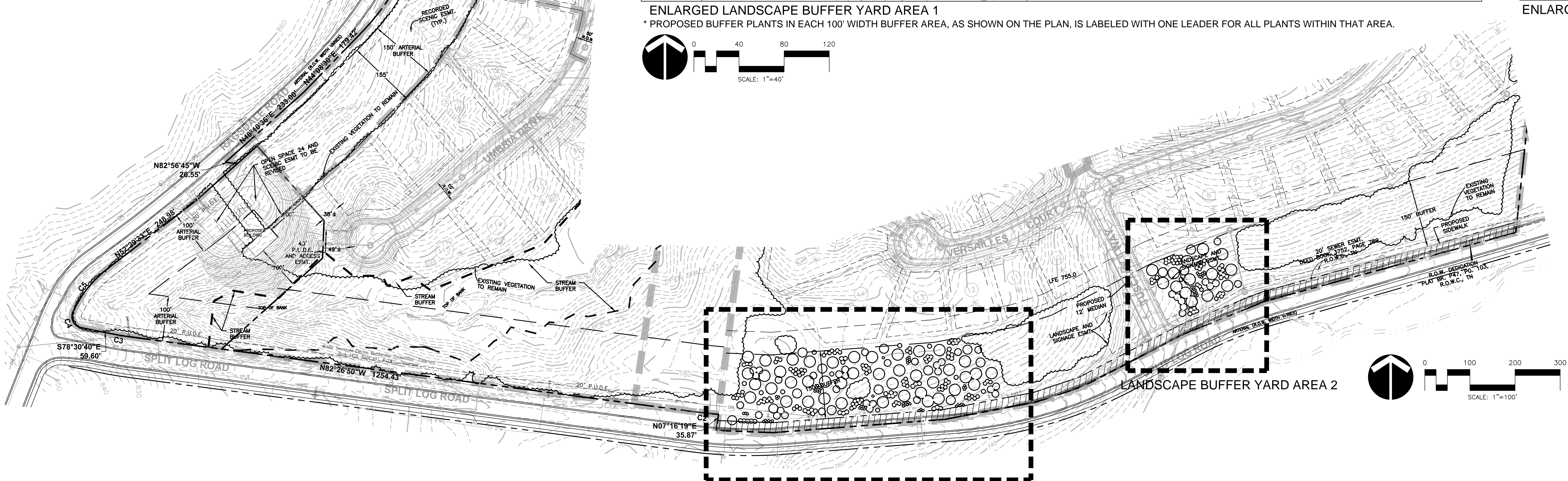


* PROPOSED BUFFER PLANTS IN EACH 100' WIDTH BUFFER AREA, AS SHOWN ON THE PLAN, IS LABELED WITH ONE LEADER FOR ALL PLANTS WITHIN THAT AREA.

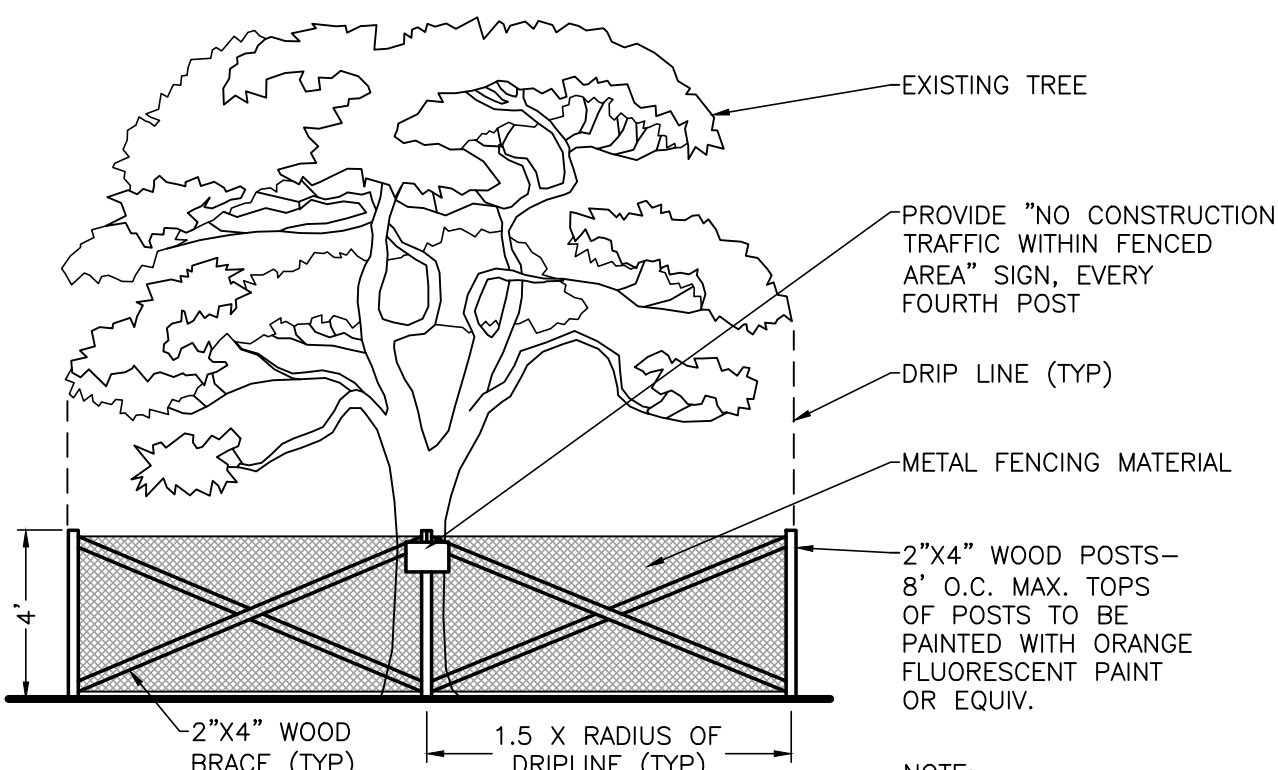
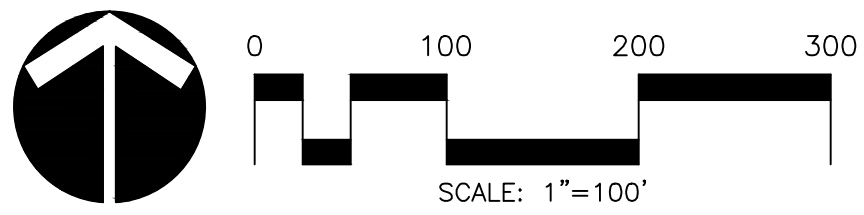


0 40 80 120

SCALE: 1"=40'




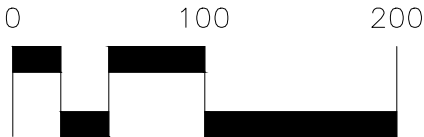
LANDSCAPE BUFFER YARD AREA 1



TREE PROTECTION DETAIL
NOT TO SCALE

NOTE:
ALL TREE PROTECTION FENCING SHALL BE
IN PLACE PRIOR TO THE ISSUANCE OF A
GRADING PERMIT

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1-615-366-1987
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MAP 550, GROUP E,
P/O PARCEL 13.00
TRACE CONSTRUCTION, INC.
BOOK 6282, PAGE 444
R.O.W.C.T.

PART OF
OPEN SPACE 24
TUSCANY HILLS SECTION 6
PLAT BOOK P61, PAGE 123
R.O.W.C.T.

RAGSDALE ROAD

UMBRIA DRIVE
(PROPOSED)

MAP 55, P/O PARCEL 26.02
LINDSAY BUTLER
BOOK 6839, PAGE 677
R.O.W.C.T.

RECORDED PROPERTY
LINE OF OPEN SPACE 24
PLAT BOOK P61, PAGE 123
R.O.W.C.T.

OPEN SPACE 25

MAP 55, P/O PARCEL 26.02
LINDSAY BUTLER
BOOK 6839, PAGE 677
R.O.W.C.T.
(TUSCANY HILLS FUTURE
DEVELOPMENT)

MIDDLE TENNESSEE
ELECTRIC MEMBERSHIP
CORPORATION EASEMENT
BOOK 4410, PAGE 497,
R.O.W.C., TENNESSEE

SPLIT LOG ROAD

POINT OF BEGINNING

N: 590,068.90
E: 1,749,117.08

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	62.24'	905.93'	3°56'11"	N80°28'46"W	62.23'
C2	45.11'	25.00'	103°23'04"	N26°52'34"W	39.23'
C3	123.17'	255.00'	27°40'30"	N38°39'13"E	121.98'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S02°16'49"W	83.68'
L2	N78°30'40"W	59.60'
L3	N48°05'04"E	103.04'
L4	N48°10'43"E	18.44'
L5	N48°10'36"E	58.88'

LEGEND

- IRON ROD (NEW)
(1/2" X 18" W/CAP STAMPED
"RAGAN SMITH & ASSOCIATES")

116 LOT NUMBER

AREA-136,438 S.F. OR 3.13 AC.±

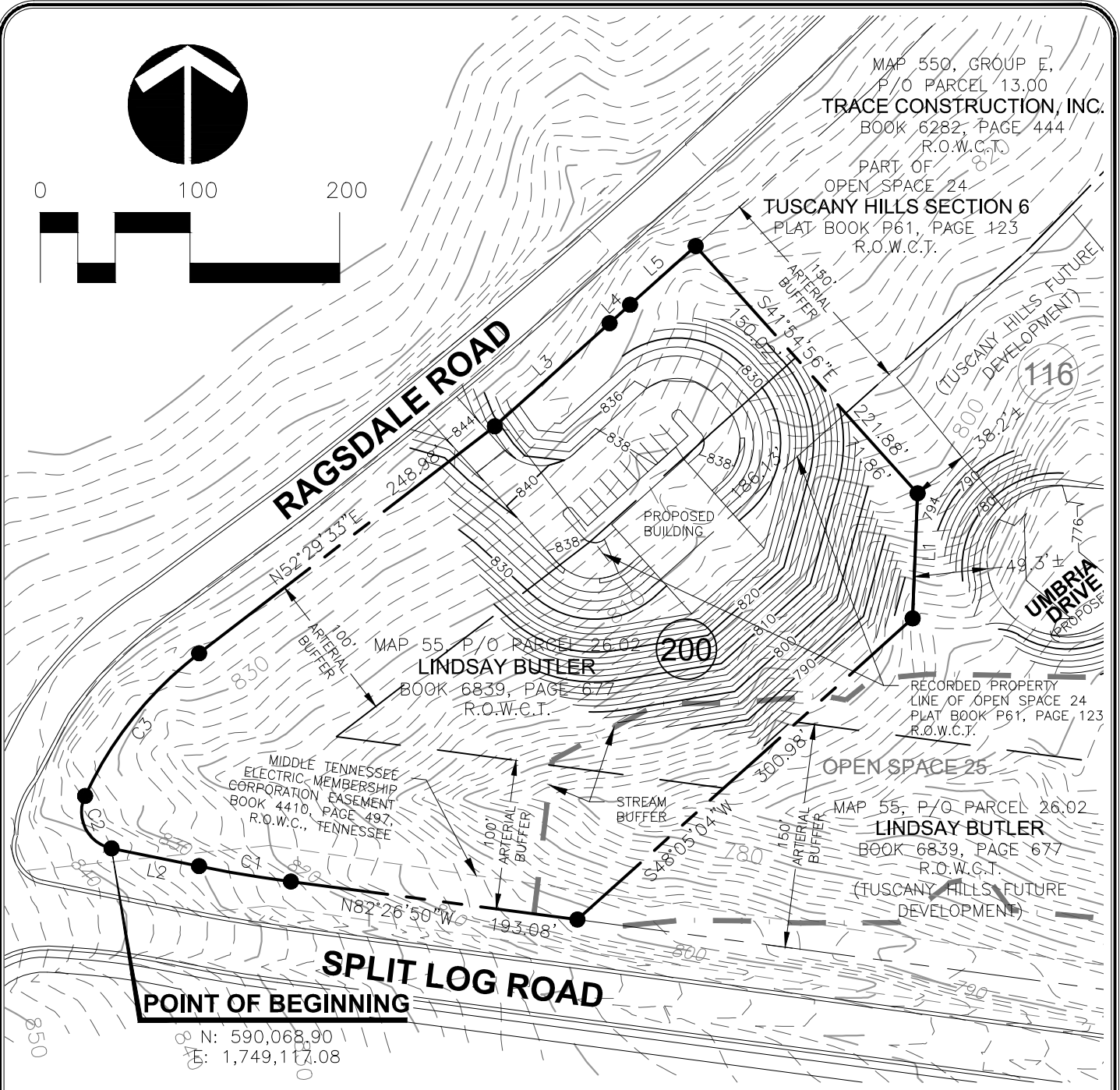
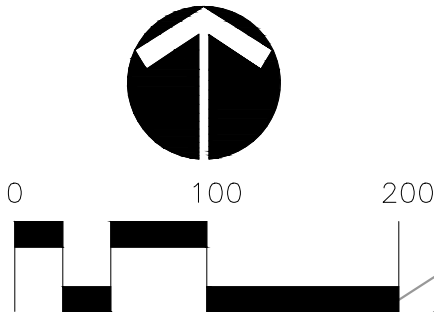
**FIRE STATION
PARCEL**
FOR
CITY OF BRENTWOOD

16TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE

RAGAN SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS

NASHVILLE: 315 WOODLAND STREET, P.O. BOX 60070, NASHVILLE, TN 37206 (615) 244-8591
CHATTANOOGA: 1410 COWART STREET, SUITE 200, CHATTANOOGA, TN 37408 (423) 490-9400



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
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- IRON ROD (NEW)
(1/2" X 18" W/CAP STAMPED
"RAGAN SMITH & ASSOCIATES")

116 LOT NUMBER

AREA-136,438 S.F. OR 3.13 AC.±

DATE	JULY 27, 2017
DESIGNED:	DBC
DRAWN:	BKB/AMR
SCALE:	1"=100'
JOB NO.	WK. ORDER
03111	0171

FIRE STATION
PARCEL

FOR

CITY OF BRENTWOOD

16TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE

RAGAN SMITH

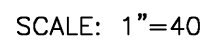
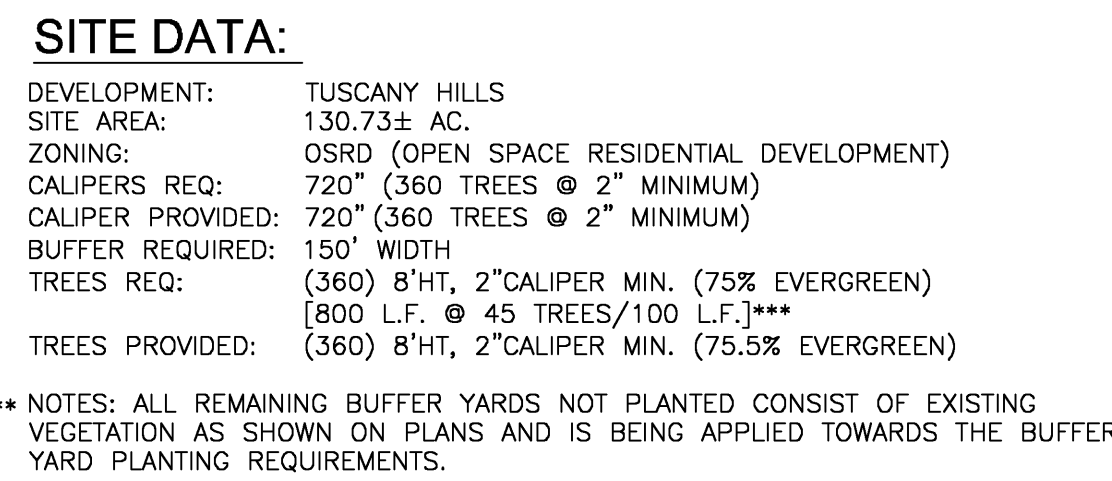
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www.ragansmith.com

Page 81 of 96



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August 3, 2017

Mr. Jeff Dobson
Brentwood Planning Department
5211 Maryland Way
Brentwood, Tennessee 37027

**RE: TUSCANY HILLS
3.13 ACRE TRACT**

Dear Jeff:

I, Lindsay Butler of Trace Construction, as owner, of all or a portion of the property included within Book 6282, Page 444 and Book 6839, Page 677 hereby authorize the dedication of the proposed 3.13 acre tract of land shown on the Revised Preliminary Plan dated July 29, 2017, to the City of Brentwood.

Please call if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lindsay T. Butler".

Lindsay T. Butler
President, Trace Construction, Inc.

August 3, 2017

Mr. Jeff Dobson
Brentwood Planning Department
5211 Maryland Way
Brentwood, Tennessee 37027

**RE: TUSCANY HILLS
3.13 ACRE TRACT**

Dear Jeff:

I, Kevin Hyneman, as optionee, of all or a portion of the property included within Book 6282, Page 444 and Book 6839, Page 677 hereby authorize the dedication of the proposed 3.13 acre tract of land shown on the Revised Preliminary Plan dated July 29, 2017, to the City of Brentwood.

Please call if you have any questions.

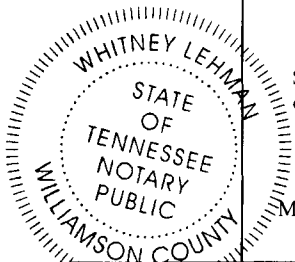
Sincerely,



Kevin Hyneman

Sec. 78-187. Open space credit for community wide benefits.

- (a) Some OSRD developments, by virtue of location or unique site conditions, may be in a position to preserve or dedicate part of the property for the betterment of the entire community. It is not the purpose of these regulations to impede such benefits to the entire community; therefore, when the board of commissioners determines that such preservations or dedications of property serve a public purpose, such acreage shall apply fully toward the calculation of designated open space for the proposed development. The maximum acreage credit for community wide benefits shall not exceed 50 percent of the buildable land in the subdivision. The following activities or actions shall be eligible to receive open space credit for the development.
 - (1) *Dedications to public agencies* . Property dedicated to a public agency for a specified public purpose shall be credited as open space based on the dedicated square footage.
 - (2) *Oversized lots/historically significant sites* . If the planning commission requires that any lot or lots in an open space residential district exceed one acre (43,560 square feet) in order to promote the restoration and/or preservation of a historically significant site (as designated by the board of commissioners) or to promote traffic control, aesthetics or the health, safety, convenience and general welfare of the citizens of the city, such acreage in excess of one acre shall be credited as open space and shall be reserved through a permanent preservation easement.
- (b) A proposal to allow open space credit pursuant to the provisions of this section shall be submitted first to the planning commission for its recommendation, and then to the board of commissioners for approval or disapproval. Final action by the board of commissioners approving an open space credit proposal shall be by the passage of a resolution.

	STATE OF TENNESSEE COUNTY OF WILLIAMSON
	THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$1,680,000.00
	<u>Chris Lehman</u> Affiant SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th day of September, 2014.
	<u>[Signature]</u> Notary Public MY COMMISSION EXPIRES: <u>3/14/16</u> (AFFIX SEAL)

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY

mail: LEHMAN TITLE & ESCROW, LLC 1646 WESTGATE CIR, STE 102 BRENTWOOD, TN 37027

ADDRESS NEW OWNER(S) AS FOLLOWS: Trace Construction, Inc.	SEND TAX BILLS TO: New Owner	MAP-PARCEL NUMBERS 55-26.02
(NAME) 1804 Williamson Court	(NAME)	
(ADDRESS) Brentwood, TN 37027	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE,

FUSION WORLDWIDE, LLC,

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO

TRACE CONSTRUCTION, INC.,

HEREINAFTER CALLED THE GRANTEEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN WILLIAMSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

SEE ATTACHED EXHIBIT "A"

THIS CONVEYANCE IS SUBJECT TO: (1) Taxes which have been prorated and assumed by Grantee; (2) All restrictions of record; (3) All easements of record; (4) All visible easements; (5) All matters appearing on the plan of record; (6) All applicable governmental and zoning regulations.

unimproved ☒

This is improved ☐ property, known as

Tuscany Hills OSRD Phases 6 & 7, Brentwood, TN 37027

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEEES, their heirs and assigns forever; and we do covenant with the said GRANTEEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders

Witness our hands this 18th day of September, 2014.

Fusion Worldwide, LLC

By: _____

J. Trent Lehman, Agent

STATE OF TENNESSEE

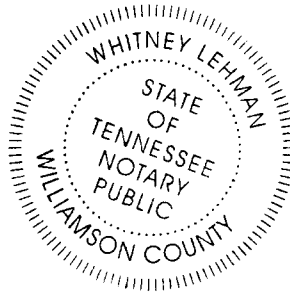
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared J. Trent Lehman with whom I am personally acquainted, and who upon oath acknowledged him/herself to be the Agent of **FUSION WORLDWIDE, LLC**, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **FUSION WORLDWIDE, LLC** by him/herself as Agent.

Witness my hand and official seal at on this 18th day of September, 2014

Commission expires:

3/14/16



Notary Public

File No.: 8538

EXHIBIT A**TRACT 1 TUSCANY HILLS SECTION 6:**

A TRACT OF LAND LOCATED IN THE 16th CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF BRENTWOOD, TENNESSEE AND BEING GENERALLY BOUNDED ON THE NORTH BY GEORGE M. CAWTHON PROPERTY OF RECORD IN DEED BOOK 3769, PAGE 858, REGISTER'S OFFICE OF WILLIAMSON, COUNTY, TENNESSEE (R.O.W.C., TN), ON THE EAST BY OPEN SPACE 9, LOT 69, THE WESTERLY TERMINUS OF ROMANO WAY (A 50 FOOT WIDE RIGHT-OF-WAY), LOT 74 AND OPEN SPACE 8 AS SHOWN ON THE FINAL PLAT ENTITLED "TUSCANY HILLS SUBDIVISION, SECTION FOUR" OF RECORD IN PLAT BOOK P55, PAGE 142, R.O.W.C, TN, ON THE SOUTH BY OPEN SPACE 22 AS SHOWN ON THE FINAL PLAT ENTITLED "TUSCANY HILLS, SECTION 5" OF RECORD IN PLAT BOOK P59, PAGE 84, R.O.W.C., TN AND PROPOSED SECTION SEVEN OF TUSCANY HILLS SUBDIVISION THE SAME BEING THE RESIDUAL LAND OF FUSION WORLD WIDE, LLC OF RECORD IN DEED BOOK 5607, PAGE 489, R.O.W.C., TN AND ON THE WEST BY RAGSDALE ROAD (RIGHT-OF-WAY WIDTH VARIES) AND BEING DESCRIBED ACCORDING TO A SURVEY DATED JULY 23, 2012 AND PREPARED BY KEVIN L. BIRDWELL, RLS 1797 WHOSE ADDRESS IS RAGAN SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD OLD WITH CAP STAMPED "RAGAN SMITH ASSOCIATES" (RSA) AT THE NORTHWEST CORNER OF LOT 74 ON SAID PLAN OF TUSCANY HILLS SUBDIVISION, SECTION FOUR AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE WEST LINE OF LOT 74, SOUTH 10 DEGREES 44 MINUTES 22 SECONDS EAST, 185.42 FEET TO AN IRON ROD OLD WITH CAP STAMPED RSA AT THE NORTHEAST CORNER OF OPEN SPACE 8 ON SAID PLAN OF TUSCANY HILLS SUBDIVISION, SECTION FOUR;

THENCE, WITH THE NORTH LINE OF OPEN SPACE 8, SOUTH 79 DEGREES 35 MINUTES 41 SECONDS WEST, 63.60 FEET TO AN IRON ROD OLD WITH CAP STAMPED RSA;

THENCE, WITH THE WEST LINE OF OPEN SPACE 8, SOUTH 08 DEGREES 21 MINUTES 15 SECONDS WEST, 14.82 FEET TO AN IRON ROD OLD WITH CAP STAMPED RSA AT THE NORTHEAST CORNER OF OPEN SPACE 22 ON SAID PLAN OF TUSCANY HILLS SUBDIVISION, SECTION 5;

THENCE, WITH THE NORTH LINE OF OPEN SPACE 22 THE NEXT TWO CALLS:

SOUTH 87 DEGREES 20 MINUTES 36 SECONDS WEST, 52.82 FEET TO AN IRON ROD OLD WITH CAP STAMPED RSA;
SOUTH 59 DEGREES 56 MINUTES 25 SECONDS WEST, 158.02 FEET TO AN IRON ROD OLD WITH CAP STAMPED RSA;

THENCE, WITH A NEW LINE OF DIVISION THROUGH THE LANDS OF FUSION WORLDWIDE, LLC AND BEING THE NORTH LINE OF PROPOSED TUSCANY HILLS, SECTION SEVEN THE NEXT NINE CALLS:

NORTH 02 DEGREES 44 MINUTES 47 SECONDS WEST, 38.99 FEET;
NORTH 65 DEGREES 19 MINUTES 51 SECONDS WEST, 259.18 FEET;
ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 350.20 FEET, AN ARC LENGTH OF 99.38 FEET, A CENTRAL ANGLE OF 16 DEGREES 15 MINUTES 33 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 46 MINUTES 14 SECONDS EAST, 99.05 FEET;
NORTH 78 DEGREES 50 MINUTES 31 SECONDS WEST, 231.47 FEET;

File No.: 8538

ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 738.60 FEET, AN ARC LENGTH OF 260.03 FEET, A CENTRAL ANGLE OF 20 DEGREES 10 MINUTES 16 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 34 DEGREES 01 MINUTES 56 SECONDS WEST, 258.69 FEET;

SOUTH 44 DEGREES 08 MINUTES 30 SECONDS WEST, 184.81 FEET;

SOUTH 48 DEGREES 10 MINUTES 36 SECONDS WEST, 240.35 FEET;

SOUTH 48 DEGREES 05 MINUTES 05 SECONDS WEST, 108.80 FEET;

NORTH 37 DEGREES 30 MINUTES 27 SECONDS WEST, 150.45 FEET TO THE EAST RIGHT OF WAY OF RAGSDALE ROAD;

THENCE WITH THE EAST RIGHT OF WAY OF RAGSDALE ROAD THE NEXT SEVEN CALLS:

NORTH 48 DEGREES 05 MINUTES 04 SECONDS EAST, 97.25 FEET;

NORTH 48 DEGREES 16 MINUTES 22 SECONDS EAST, 18.47 FEET;

NORTH 82 DEGREES 56 MINUTES 45 SECONDS WEST, 26.59 FEET TO AN IRON ROD OLD 1/2 DIAMETER "NO CAP";

NORTH 48 DEGREES 10 MINUTES 36 SECONDS EAST, 233.00 FEET TO AN IRON ROD OLD 1/2" DIAMETER "NO CAP";

NORTH 44 DEGREES 08 MINUTES 30 SECONDS EAST, 179.42 FEET TO AN IRON ROD OLD 1/2 DIAMETER "NO CAP";

ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 568.58 FEET, AN ARC LENGTH OF 459.83 FEET, A CENTRAL ANGLE OF 46 DEGREES 20 MINUTES 14 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 20 DEGREES 57 MINUTES 22 SECONDS EAST, 447.40 FEET TO AN IRON ROD OLD 1/2 DIAMETER "NO CAP";

NORTH 02 DEGREES 13 MINUTES 37 SECONDS WEST, 173.75 FEET TO AN IRON ROD OLD WITH CAP STAMPED "ADAMS" AT THE SOUTHWEST CORNER OF THE GEORGE M. CAWTHON PROPERTY;

THENCE, LEAVING THE EAST RIGHT-OF-WAY LINE OF RAGSDALE ROAD AND WITH THE SOUTH LINE OF THE CAWTHON PROPERTY, SOUTH 82 DEGREES 18 MINUTES 38 SECONDS EAST, 831.60 FEET TO AN IRON ROD OLD WITH CAP STAMPED "ADAMS" AT THE SOUTHEAST CORNER OF SAID CAWTHON PROPERTY AND BEING IN THE WESTERLY LINE OF SAID OPEN SPACE 9 ON SAID PLAN OF TUSCANY HILLS SUBDIVISION, SECTION FOUR;

THENCE, WITH THE WEST LINE OF OPEN SPACE 9, SOUTH 07 DEGREES 42 MINUTES 11 SECONDS WEST, 56.99 FEET TO AN IRON ROD OLD WITH CAP STAMPED RSA AT THE NORTH LINE OF LOT 69 ON SAID PLAN OF TUSCANY HILLS SUBDIVISION, SECTION FOUR;

THENCE, WITH THE NORTH LINE OF LOT 69, SOUTH 62 DEGREES 29 MINUTES 29 SECONDS WEST, 58.83 FEET AN IRON ROD OLD WITH CAP STAMPED RSA;

THENCE, WITH THE WEST LINE OF LOT 69, SOUTH 27 DEGREES 30 MINUTES 31 SECONDS EAST, 235.00 FEET AN IRON ROD OLD WITH CAP STAMPED RSA IN THE NORTH RIGHT-OF-WAY LINE OF ROMANO WAY;

THENCE, WITH SAID NORTH RIGHT-OF-WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 102.26 FEET, A CENTRAL ANGLE OF 13 DEGREES 47 MINUTES 08 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 69 DEGREES 23 MINUTES 03 SECONDS WEST, 102.01 FEET AN IRON ROD OLD WITH CAP STAMPED RSA;

THENCE, WITH THE WEST TERMINUS OF ROMANO WAY, SOUTH 08 DEGREES 21 MINUTES 15 SECONDS WEST, 53.50 FEET AN IRON ROD OLD WITH CAP STAMPED RSA;

THENCE, WITH THE NORTH LINE OF LOT 74 AND ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 0.46 FEET, A CENTRAL ANGLE OF 00

File No.: 8538

DEGREES 03 MINUTES 19 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 78 DEGREES 43 MINUTES 50 SECONDS WEST, 0.46 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 584,038 SQUARE FEET OR 13.41 ACRES, MORE OR LESS.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO FUSION WORLDWIDE, LLC BY DEED OF RECORD IN BOOK 5339, PAGE 354 AND BOOK 5607, PAGE 489, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

Being part of the same property conveyed to Fusion Worldwide, LLC by Special Warranty Deed from Reliant Bank recorded on June 12, 2012, of record in Book 5607, Page 489, in the Register's Office for Williamson County, Tennessee.

TRACT 2 TUSCANY HILLS SECTION 7:

A TRACT OF LAND LOCATED IN THE 16TH CIVIL DISTRICT OF WILLIAMSON COUNTY, CITY OF BRENTWOOD, TENNESSEE AND BEING GENERALLY BOUNDED ON THE NORTH BY PROPOSED SECTION SIX OF TUSCANY HILLS SUBDIVISION THE SAME BEING THE RESIDUAL LAND OF FUSION WORLDWIDE, LLC OF RECORD IN DEED BOOK 5339, PAGE 354 AND BOOK 5607, PAGE 489, REGISTER'S OFFICE OF WILLIAMSON, COUNTY, TENNESSEE (R.O.W.C., TN), ON THE EAST BY OPEN SPACE 22 AS SHOWN ON THE FINAL PLAT ENTITLED "TUSCANY HILLS, SECTION 5" OF RECORD IN PLAT BOOK P59, PAGE 84, R.O.W.C., TN, ON THE SOUTH BY SPLIT LOG ROAD, (RIGHT-OF-WAY WIDTH VARIES) AND ON THE WEST BY RAGSDALE ROAD (RIGHT-OF-WAY WIDTH VARIES) AND BEING DESCRIBED ACCORDING TO A SURVEY DATED JULY 23, 2012 AND PREPARED BY KEVIN L. BIRDWELL, RLS 1797 WHOSE ADDRESS IS RAGAN SMITH ASSOCIATES, 315 WOODLAND STREET, NASHVILLE, TENNESSEE 37206 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD OLD WITH CAP STAMPED "RAGAN SMITH ASSOCIATES" (RSA) IN THE NORTH RIGHT-OF-WAY LINE OF SPLIT LOG ROAD SAID ROD BEING THE SOUTHWEST CORNER OF OPEN SPACE 22 ON SAID PLAN OF TUSCANY HILLS SUBDIVISION, SECTION FIVE AND PROCEEDING AS FOLLOWS:

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SPLIT LOG ROAD THE NEXT THREE CALLS:

NORTH 82 DEGREES 26 MINUTES 50 SECONDS WEST, 1115.55 FEET;
ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 905.93 FEET, AN ARC LENGTH OF 62.24 FEET, A CENTRAL ANGLE OF 03 DEGREES 56 MINUTES 11 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 80 DEGREES 28 MINUTES 46 SECONDS WEST, 62.23 FEET;

NORTH 78 DEGREES 30 MINUTES 40 SECONDS WEST, 59.60 FEET;

THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 45.11 FEET, A CENTRAL ANGLE OF 103 DEGREES 23 MINUTES 04 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 52 MINUTES 34 SECONDS WEST, 39.23 FEET TO THE EAST RIGHT OF WAY LINE OF RAGSDALE ROAD;

WITH THE EAST RIGHT-OF-WAY LINE OF RAGSDALE ROAD THE NEXT THREE CALLS:

ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 255.00 FEET, AN ARC LENGTH OF 123.17 FEET, A CENTRAL ANGLE OF 27 DEGREES 40 MINUTES 30 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 38 DEGREES 39 MINUTES 13 SECONDS EAST, 121.98 FEET;

NORTH 52 DEGREES 29 MINUTES 33 SECONDS EAST, 248.98 FEET;

NORTH 48 DEGREES 05 MINUTES 04 SECONDS EAST, 5.79 FEET;

File No.: 8538

THENCE, WITH A NEW LINE OF DIVISION THROUGH THE LANDS OF FUSION WORLDWIDE, LLC AND BEING THE SOUTH LINE OF PROPOSED TUSCANY HILLS, SECTION SIX THE NEXT NINE CALLS

SOUTH 37 DEGREES 30 MINUTES 27 SECONDS EAST, 150.45 FEET;
 NORTH 48 DEGREES 05 MINUTES 05 SECONDS EAST, 108.80 FEET;
 NORTH 48 DEGREES 10 MINUTES 36 SECONDS EAST, 240.35 FEET;
 NORTH 44 DEGREES 08 MINUTES 30 SECONDS EAST, 184.81 FEET;
 ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 738.60 FEET, AN ARC LENGTH OF 260.03 FEET, A CENTRAL ANGLE OF 20 DEGREES 10 MINUTES 16 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 34 DEGREES 01 MINUTES 56 SECONDS EAST, 258.69 FEET;

SOUTH 78 DEGREES 50 MINUTES 31 SECONDS EAST, 231.47 FEET;
 ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.20 FEET, AN ARC LENGTH OF 99.38 FEET, A CENTRAL ANGLE OF 16 DEGREES 15 MINUTES 33 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 16 DEGREES 46 MINUTES 14 SECONDS WEST, 99.05 FEET;
 SOUTH 65 DEGREES 19 MINUTES 51 SECONDS EAST, 259.18 FEET;
 SOUTH 02 DEGREES 44 MINUTES 47 SECONDS EAST, 38.99 FEET TO AN IRON ROD OLD WITH CAP STAMPED "RSA" AT THE NORTHWEST CORNER OF OPEN SPACE 22 AS SHOWN ON THE FINAL PLAT ENTITLED "TUSCANY HILLS, SECTION 5";

THENCE, WITH THE WITH LINE OF OPEN SPACE 22, SOUTH 08 DEGREES 39 MINUTES 30 SECONDS WEST, 635.62 FEET TO THE POINT OF BEGINNING AND CONTAINING 663,624 SQUARE FEET OR 15.23 ACRES, MORE OR LESS.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO FUSION WORLDWIDE, LLC BY DEED OF RECORD IN BOOK 5607, PAGE 489, R.O.W.C., TN.

Being part of the same property conveyed to Fusion Worldwide, LLC by Special Warranty Deed from Reliant Bank recorded on June 12, 2012, of record in Book 5607, Page 489, in the Register's Office for Williamson County, Tennessee.

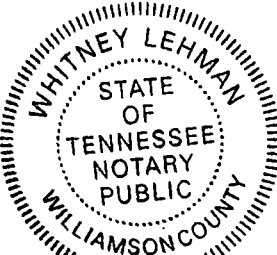

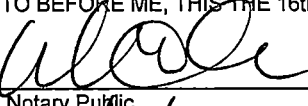
BK: 6282 PG: 444-449

14035716

6 PGS:AL-DEED	
355984	
09/23/2014 - 09:57 AM	
BATCH	355984
MORTGAGE TAX	0.00
TRANSFER TAX	6216.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	6249.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
 REGISTER OF DEEDS

QUITCLAIM DEED 	State of Tennessee County of Williamson THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS \$0.00 <div style="text-align: right;">  Affiant </div> SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th day of August, 2016 <div style="text-align: right;">  Notary Public MY COMMISSION EXPIRES: <u>8/27/2020</u> (AFFIX SEAL) </div>	
<i>mail</i> THIS INSTRUMENT WAS PREPARED BY Lehman Title & Escrow, LLC, 1646 Westgate Circle, Suite 102, Brentwood, TN 37027		
ADDRESS NEW OWNER(S) AS FOLLOWS: Lindsay Butler (NAME) 1804 Williamson Ct #205 (ADDRESS) Brentwood, TN 37027 (CITY) (STATE) (ZIP)	SEND TAX BILLS TO: Lindsay Butler (NAME) 1804 Williamson Ct #205 (ADDRESS) Brentwood, TN 37027 (CITY) (STATE) (ZIP)	MAP PARCEL NUMBERS 55-26.02

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid by the hereinafter named Grantee(s), and other good and valuable considerations, the receipt of which is hereby acknowledged, We, **Trace Construction, Inc.**, hereinafter called the Grantor(s), have quitclaimed unto **Lindsay Butler**, hereinafter called the Grantee(s), his assigns, a certain tract or parcel of land in Williamson County, State of Tennessee, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

INFORMATION PROVIDED BY PARTIES. NO WARRANTY IS PROVIDED AS TO THE ACCURACY OF THIS INFORMATION.


This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

unimproved ☒

This is improved ☐ property, known as

Section 7 Tuscany Hills, Brentwood, TN 37027

(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

BK: 6839 PG: 677-679	
16034957	
	3 PGS:AL-QUITCLAIM DEED 448733 08/18/2016 - 08:01 AM BATCH 448733 MORTGAGE TAX 0.00 TRANSFER TAX 0.00 RECORDING FEE 15.00 DP FEE 2.00 REGISTER'S FEE 0.00 TOTAL AMOUNT 17.00 STATE OF TENNESSEE, WILLIAMSON COUNTY SADIE WADE REGISTER OF DEEDS

Witness my/our hands this 16th day of August, 2016.

TRACE CONSTRUCTION, INC.

CNT

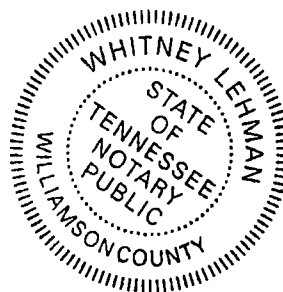
By: Lindsay Butler, President

State of Tennessee
County of Williamson

Before me, the undersigned, of the state and county mentioned, personally appeared Lindsay Butler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Trace Construction, Inc., the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as President.

Witness my hand and seal, at office in Brentwood, Tennessee, this 16th day of August, 2016.

[Signature]
Notary Public
My Commission Expires: 2/29/2020



RETURN TO:
Lehman Title & Escrow, LLC
1646 Westgate Circle, Suite 102
Brentwood, TN 37027

File No.: 11299

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land located in the 16th civil district of Williamson County, City of Brentwood, Tennessee and being generally bounded on the North by proposed Section six of Tuscany Hills Subdivision the same being the Residual Land of Fusion Worldwide, LLC of record in Deed Book 5339, Page 354, and Book 5607, Page 489, Register's Office of Williamson County, Tennessee (R.O.W.C., TN), on the East by Open Space 22 as shown on the final plat entitled "Tuscany Hills, Section 5" of record in Plat Book P59, Page 84, R.O.W.C., TN, on the South by Split Log Road, (Right-of-Way width varies) and on the West by Ragsdale Road (Right-of-Way width varies) and being described according to a survey dated July 23, 2012 and prepared by Kevin L. Birdwell, RLS 1797 whose address is Ragan Smith Associates, 315 Woodland Street, Nashville, Tennessee 37206, and being more particularly described as follows:

Beginning at an iron rod old with cap stamped "Ragan Smith Associates" (RSA) in the North Right-of-Way line of split Log Road said rod being the Southwest corner of Open Space 22 on said plan of Tuscany Hills Subdivision, Section five and proceeding as follows:

Thence, with the North Right-of-Way line of Split Log Road the next three calls:

North 82 degrees 26 minutes 50 seconds West, 1115.55 feet;
 along the arc of a curve to the right, having a radius of 905.93 feet, an arc length of 62.24 feet, a central angle of 03 degrees 56 minutes 11 seconds and a chord bearing and distance of North 80 degrees 28 minutes 46 seconds West, 62.23 feet;
 North 78 degrees 30 minutes 40 seconds West, 59.60 feet;

Thence, along the arc of a curve to the right, having a radius of 25.00 feet, an arc length of 45.11 feet, a central angle of 103 degrees 23 minutes 04 seconds and a chord bearing and distance of North 26 degrees 52 minutes 34 seconds West, 39.23 feet to the East Right-of-Way line of Ragsdale Road;

With the East Right-of-Way line of Ragsdale Road the next three calls:

Along the arc of a curve to the right, having a radius of 255.00 feet, an arc length of 123.17 feet, a central angle of 27 degrees 40 minutes 30 seconds and a chord bearing and distance of North 38 degrees 39 minutes 13 seconds East, 121.98 feet;
 North 52 degrees 29 minutes 33 seconds East, 248.98 feet;
 North 48 degrees 05 minutes 04 seconds East, 5.79 feet;

Thence, with a new line of division through the Lands of Fusion Worldwide, LLC and being the South line of proposed Tuscany Hills, Section six the next nine calls

South 37 degrees 30 minutes 27 seconds East, 150.45 feet;
 North 48 degrees 05 minutes 05 seconds East, 108.80 feet;
 North 48 degrees 10 minutes 36 seconds East, 240.35 feet;
 North 44 degrees 08 minutes 30 seconds East, 184.81 feet;
 along the arc of a curve to the left, having a radius of 738.60 feet, and arc length of 260.03 feet, a central angle of 20 degrees 10 minutes 16 seconds and a chord bearing and distance of North 34 degrees 01 minutes 56 seconds East, 258.69 feet;

South 78 degrees 50 minutes 31 seconds East, 231.47 feet;
 along the arc of a curve to the right, having a radius of 350.20 feet; an arc length of 99.38 feet, a central angle of 16 degrees 15 minutes 33 seconds and a chord bearing and distance of South 16 degrees 46 minutes 14 seconds West, 99.05 feet;
 South 65 degrees 19 minutes 51 seconds East, 259.18 feet;
 South 02 degrees 44 minutes 47 seconds East, 38.99 feet to an iron rod old with cap stamped "RSA" at the Northwest corner of Open Space 22 as shown on the final plat entitled "Tuscany Hills Section 5";

Thence, with the with line of Open Space 22, South 08 degrees 39 minutes 30 seconds West, 635.62 feet to the point of beginning and containing 663,624 square feet or 15.23 acres, more or less.

Being part of the same property conveyed to Trace Construction Inc., bu Fusion Worldwide, LLC., by Warranty Deed recorded on September 23, 2014, of record in Book 6282, Page 444, Register's Office for Williamson Country, Tennessee.

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.