



**Agenda for the Regular Meeting of Board of Commissioners  
Monday, October 28, 2019 - 7:00 pm  
Brentwood City Hall**

Call to Order by Mayor  
Roll Call  
Invocation by Commissioner Andrews  
Pledge of Allegiance to the Flag by Commissioner Dunn

**Approval or Correction of Minutes**

October 14, 2019

**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 2019-09 - AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 56, ARTICLE II, DIVISIONS 2 THROUGH 6 REGARDING REGULATIONS GOVERNING FLOOD PREVENTION, for consideration on second and final reading

2. Resolution 2019-95 - A RESOLUTION AUTHORIZING APPROVAL OF UPDATED OPERATING POLICIES AND PROCEDURES FOR RAVENSWOOD MANSION, for adoption
3. Resolution 2019-96 - A RESOLUTION AUTHORIZING APPROVAL OF UPDATED OPERATING POLICIES AND PROCEDURES FOR THE COOL SPRINGS HOUSE, for adoption
4. Resolution 2019-98 - A RESOLUTION ENDORSING AN APPLICATION FOR A FIRE PREVENTION GRANT THROUGH THE DRYER VENT WIZARD CORPORATION, for adoption
5. Resolution 2019-99 - A RESOLUTION ENDORSING AN APPLICATION FOR A VEHICLE EXHAUST REMOVAL SYSTEM GRANT THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY, for adoption
6. Approval of Issuance of a Certificate of Compliance to Maryland Farms Wine & Spirits, LLC for Retail Sale of Alcoholic Beverages at the Maryland Farms Wine & Spirits (101 Creekside Crossing, Ste 800)
7. Approval to purchase Petersen TL-3 lightening loader
8. Approval to purchase dual purpose K-9 for the Police Department
9. Approval of bid for painting twelve police vehicles

#### **Old Business**

1. Other old business

#### **New Business**

1. Other new business



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:** 10/28/2019

Approval or correction of minutes from Regular Scheduled Commission meeting

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Approval or correction of minutes from the October 14, 2019 meeting

#### **Background**

#### **Staff Recommendation**

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### **Fiscal Impact**

### **Attachments**

Draft Minutes

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# DRAFT

## MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

### BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, October 14, 2019 at 7:00 pm at Brentwood City Hall.

Present: Mayor Rhea Little; Vice Mayor Ken Travis; Commissioner Nelson Andrews; Commissioner Anne Dunn; Commissioner Mark Gorman; Commissioner Susannah Macmillan; Commissioner Regina Smithson

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

Vice Mayor Travis led the Invocation. The Pledge of Allegiance was led by Boy Scout Troop. Mayor Little presented the Friends of the Library Day and Friends of the Library Week Proclamations. Mayor Little administered the Oath of Office for new Police Officer Holly Lemming.

### **Approval or Correction of Minutes**

September 23, 2019

Moved by Commissioner Regina Smithson for approval of the minutes as written, seconded by Vice Mayor Ken Travis

**Vote:** 6 - 0 Approved

Other: Mayor Rhea Little (Abstain)

### **Citizen Comments:**

Mary Hesselrode, 1915 Harpeth River Drive  
Steven Ross, 1936 Harpeth River Drive

### **Consent Agenda**

Resolution 2019-90 - A RESOLUTION AUTHORIZING AN EASEMENT AND AGREEMENT WITH MALLORY VALLEY UTILITY DISTRICT FOR CONSTRUCTION OF MALLORY VALLEY METERING STATION, for adoption

Resolution 2019-91 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH DATA BLUE, LLC FOR PHONE SYSTEM UPGRADE SERVICES, for adoption



Resolution 2019-92 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH IWORQ FOR MUNICIPAL WORK ORDER MANAGEMENT SOFTWARE SYSTEM, for adoption

Resolution 2019-93 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH KIMLEY-HORN FOR GRANNY WHITE PIKE BIKE LANE TRAFFIC ANALYSIS, for adoption

Approval to purchase hydraulic rescue tools

Approval to purchase twelve Stalker Dual Pro radar units for the Police Department

Approval to purchase twelve Panasonic Arbitrator camera systems for the Police Department

Approval to purchase eleven light bar packages for the Police Department

Approval to purchase active directory upgrade from Presidio

Moved by Vice Mayor Ken Travis for approval of the items on the Consent Agenda, seconded by Commissioner Susannah Macmillan

**Vote:** 7 - 0 Approved - Unanimously

### **Old Business**

Appointment of one (1) member to the Historic Commission

Gini Moonshower was appointed to serve an unexpired term ending on February 28, 2021.

### **New Business**

Ordinance 2019-09 - AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 56, ARTICLE II, DIVISIONS 2 THROUGH 6 REGARDING REGULATIONS GOVERNING FLOOD PREVENTION, for consideration on first reading

Moved by Commissioner Mark Gorman for passage of Ordinance 2019-09, seconded by Commissioner Regina Smithson

**Vote:** 7 - 0 Approved - Unanimously

Resolution 2019-94 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE PARENT COMPANY TO ESTABLISH GUARANTEED MAXIMUM PRICE FOR PHASE 2 WORK FOR THE POLICE DEPARTMENT HEADQUARTERS FACILITY, for adoption

Moved by Commissioner Nelson Andrews for approval, seconded by Commissioner Susannah Macmillan

**Vote:** 7 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 8:05 pm.

APPROVED \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Holly Earls", written over a horizontal line.

Holly Earls, City Recorder

## **Brentwood City Commission Agenda**

**Meeting Date:** 10/28/2019

Ordinance 2019-09 - An Ordinance Amending Chapter 56, Article II, of the Brentwood Municipal Code Relative to Flood Prevention

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

**Department:** Planning & Codes

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### **Information**

#### **Subject**

Second and final reading of Ordinance 2019-09, which proposes amendments to Chapter 56, Article II of the Brentwood Municipal Code relative to the floodway management regulations for the City of Brentwood.

#### **Background**

The City of Brentwood's participation in the National Flood Insurance Program (NFIP) requires compliance with Federal Emergency Management Agency (FEMA) guidelines for development within identified local floodplain areas. The City's participation in the program is essential so that individual structures built or improved in the floodplain will remain eligible for flood insurance under the federal program.

The attached ordinance proposes several changes to Chapter 56, Article II (Flood Prevention) of the Municipal Code.

City staff forwarded the proposed revisions to the Flood Prevention ordinance to the Tennessee Emergency Management Agency (TEMA) for its review and approval prior to submission to the City Commission for its consideration. The amendments were developed as a result of a request from a few residents who want to elevate their homes located within the floodway fringe and floodway areas, but didn't necessarily want their homes pier-elevated as is currently required by the Code above a certain height.

Currently, the Code provides that homes in the floodway fringe may be elevated, but the only elevation option is piers (open underneath) if it requires five or more feet to get the lowest floor above the flood protection elevation. If the home can be elevated and stay below the five feet necessary to meet elevation requirements, solid foundation walls with flood vents may be utilized.

Homes in the floodway may not be elevated. Only non-substantial second story additions are allowed. The term "non-substantial" means a reconstruction, rehabilitation, addition, alteration or other improvement of a structure occurring within a five-year period, where the cumulative cost is less than 50% of the market value of the home before the start of

construction.

The City's long-standing requirement to only allow piers for elevations above five feet is intended to prevent areas below the flood protection elevation from being converted to finished living space. After several meetings and discussions, staff has determined that an increase from five feet to seven and one-half feet would still meet the intent of the original code requirement and make the area under the house difficult--if not impossible--to finish out as living space.

The attached ordinance proposes three major changes:

1. The five foot maximum wall height for building elevation is being increased to seven and one-half feet;
2. Existing homes in the floodway will also be allowed to elevate the existing footprint IF an engineer can show a no-rise condition; and
3. For homes that must be elevated higher than seven and one-half feet (therefore being required to utilize piers instead of walls with flood vents), a front wall façade with vents may be added along the elevation that faces the street to give the appearance of a solid wall. The sides and rear of the home must still remain only supported by piers. For homes in the floodway, a no-rise certification must also be provided by an engineer before a permit can be issued.

There are several other proposed changes in the proposed ordinance, most of which are "clean-up" items. Staff has attached a redline copy of the Article so that you may see the proposed changes.

A Planning Commission review of the proposed amendments is not required.

Please contact the City Manager, Planning and Codes Director or Todd Petrowski, Senior City Planner, should you have any questions.

### **Staff Recommendation**

Staff recommends approval of Ordinance 2019-09 on second and final reading.

### **Previous Commission Action**

On October 14, 2019, the Board of Commissioners voted unanimously (seven for and zero against (7-0)) to approve Ordinance 2019-09 on first reading.

Two citizens spoke regarding the proposed ordinance under the Comments from Citizens portion of the agenda.

Mary Hesselrode -- 1915 Harpeth River Drive

Steven Ross -- 1936 Harpeth River Drive

On November 18, 2016 the Board of Commissioners voted to approve Ordinance 2016-12 on second and final reading, which authorized the adoption of two revised Flood Rate Insurance Maps (FIRM) dated December 22, 2016.

Second and final reading of Ordinance 2009-13 was conducted on January 25, 2010. The public hearing for Ordinance 2009-13, before the Board of Commissioners was conducted on January 11, 2010,

On December 14, 2009 the Board of Commissioners approved Ordinance 2009-13 unanimously on first reading. The ordinance represented a major re-write of the current Floodway Management Ordinance in response to directives from FEMA to prepare an ordinance that is more in line with the State “model” floodway management ordinance.

On November 10, 2008 the Board of Commissioners approved Ordinance 2008-19, on second and final reading, amending the Municipal Code regarding the City’s floodway.

On September 25, 2006 the Board of Commissioners approved Ordinance 2006-20 on second and final reading, which amended the Municipal Code revising Chapter 78 regarding floodway district regulations.

On January 13, 2003 the Board of Commissioners approved Ordinance 2002-25, which revised Chapter 78, Article III Division 14 regarding floodway district regulations.

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### **Fiscal Impact**

### **Attachments**

Ordinance 20190-09

Redline/Strikethrough -- Chapt. 56, Div. 2

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## **ORDINANCE 2019-09**

### **AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY REVISING VARIOUS SECTIONS OF CHAPTER 56, ARTICLE II, DIVISIONS 2 THROUGH 6, IN REGARD TO REGULATIONS GOVERNING FLOOD PREVENTION**

**WHEREAS**, since 1972, the City of Brentwood has incorporated floodplain management regulations into the Brentwood Municipal Code, with a goal of reducing flood risks to residents and property owners; and

**WHEREAS**, adoption and enforcement of effective floodplain management regulations allow the City to be eligible for participation in the National Flood Insurance Program; and

**WHEREAS**, the Legislature of the State of Tennessee has, in Tenn. Code Ann. §§ 13-7-201 through 13-7-212, delegated the responsibility to local governments to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, Chapter 56, Article II of the Code of Ordinances of the City of Brentwood establishes regulations governing flood prevention; and

**WHEREAS**, the proposed amendments set forth in this ordinance will allow the City to continue protecting the public health, safety and welfare through effective floodplain management.

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

**SECTION 1.** That section 56-63 of Chapter 56 Article II, Division 2, of the Code of Ordinances of the City of Brentwood shall be amended by deleting the text in its entirety and replacing with the following:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The definitions listed in this section apply exclusively to this article and are intended to provide assistance in the interpretation and enforcement of this article. Unless specifically defined below or elsewhere in this Code, words or phrases used in this article shall be interpreted as to give them the meaning they have in common usage and to give this article its most reasonable application, given its stated purpose and objectives.

*Accessory structure* means a subordinate structure to the principal structure on the same lot and, for the purpose of this article, shall conform to the following:

- (1) Accessory structures shall only be used for parking of vehicles and storage.
- (2) Accessory structures shall be designed to have low flood damage potential.
- (3) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
- (4) Accessory structures shall be firmly anchored to prevent flotation, collapse and lateral movement, which otherwise may result in damage to other structures.

- (5) Utilities and service facilities such as electrical, heating equipment and duct-work shall be elevated at or above the flood protection elevation or otherwise protected from intrusion of floodwaters.

*Act* means the statutes authorizing the National Flood Insurance Program that are incorporated in 42 U.S.C. 4001 - 4128.

*Addition (to an existing building)* means any walled and roofed expansion to the perimeter or height of a building.

*Administrator* means the city manager or his designee, who shall be responsible for the implementation and administration of the provisions set forth herein for the floodway district.

*Appeal* means a request for a review of a local enforcement officer's interpretation of any provision of this article or a request for a variance.

*Area of shallow flooding* means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

*Area of special flood hazard* - see "special flood hazard area."

*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one percent annual chance flood.

*Basement* means any portion of a building having its floor subgrade (below ground level) on all sides.

*Buildable area* means the area of a lot remaining after the minimum yard requirements for the specific zoning district have been met.

*Building* means any manmade walled and roofed structure affixed to a permanent site. (See "structure.")

*Conditional letter of map revision based on fill (CLOMR-F)* means a letter from FEMA stating that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

*Deck* means an above-grade platform with or without a roof, but without any walls including but not limited to glass or screens.

*Development* means any manmade change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

*Development permit* means any permit required for development activities under this Code, or under any other code which has been adopted by the city.

*Elevated Building* means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers,

or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

*Erosion* means the process of the gradual wearing away of land masses. This peril is not per se covered under the NFIP.

*Exception* means a waiver from the provisions of this article which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this article.

*Existing construction* means any structure for which the "start of construction" commenced before either November 27, 1972 (the effective date of the initial floodplain management code adopted by the city as a basis for participation in the NFIP) or the date the property was first included within a special flood hazard area, whichever occurred later.

*Existing structures* - see "existing construction."

*FEMA* means the Federal Emergency Management Agency of the United States government.

*Flood or flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

*Flood Elevation Determination* means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

*Flood Elevation Study* means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e. mudflow) or flood-related erosion hazards.

*Flood Insurance Rate Map (FIRM)* means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

*Flood Insurance Study* is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

*Floodplain or floodprone area* means any land area susceptible to being inundated by water from any source (see definition of "flood").

*Floodplain management* means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

*Flood protection elevation* means the elevation of the base flood plus two feet of freeboard at any given location in the special flood hazard area.

*Flood protection system* means those physical structural works for which funds have been authorized, appropriated and expended, and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes



hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

*Floodproofing* means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, utility facilities, and structures and their contents.

*Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. (See Illustration #1.)

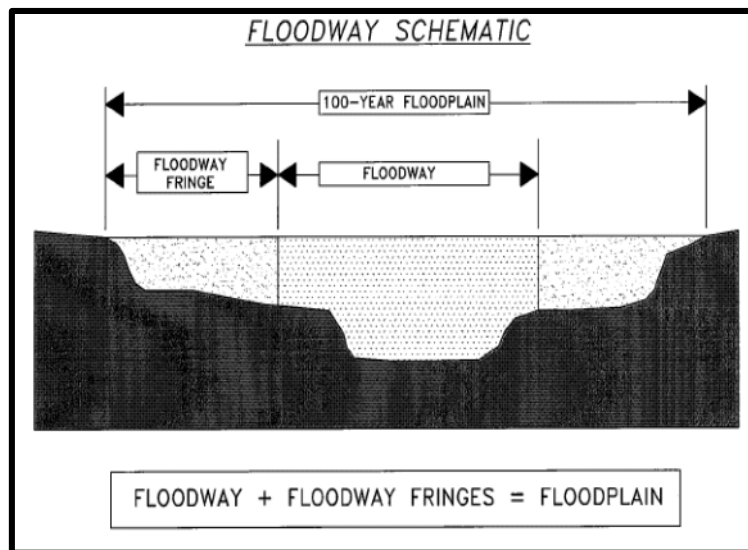


ILLUSTRATION #1

*Floodway fringe* means the area extending from the boundaries of the floodway to the outer boundary of the special flood hazard area, as depicted on a Flood Insurance Rate Map (FIRM.) (See Illustration #1.)

*Floodway Encroachment Lines* mean the lines marking the limits of floodways on Federal, State and local flood plain maps.

*Freeboard* means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

*Functionally dependent use* means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

*Highest adjacent grade* means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

*Historic structure* means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on the City of Brentwood, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
  - a. By the approved Tennessee program as determined by the Secretary of the Interior; or
  - b. Directly by the Secretary of the Interior.

*Letter of map revision based on fill (LOMR-F)* is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

*Levee* means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

*Lowest adjacent grade* means the lowest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

*Lowest floor* means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure of seven and one-half feet or less in height, measured from the lowest adjacent grade to the lowest floor, usable solely for building access or storage in an area other than a basement area, shall not be considered a building's lowest floor, provided that such enclosure is built in compliance with the applicable non-elevation design requirements of this article.

*Manufactured home* means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Map* means the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

*Mean sea level* means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this article, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the

North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

*National Flood Insurance Program (NFIP)* means the National Flood Insurance Program authorized by 42 U.S.C. 4001-4128.

*National Geodetic Vertical Datum (NGVD)* means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

*New construction* means any structure for which the "start of construction" commenced on or after November 27, 1972, and includes any subsequent improvements to such structure.

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of November 27, 1972, or the date the property was first included within a special flood hazard area, whichever occurred later, and includes any subsequent improvements to such structures.

*Nonsubstantial* means a reconstruction, rehabilitation, addition, alteration or other improvement which is not deemed a "substantial improvement," as defined herein.

*North American Vertical Datum (NAVD)* means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year flood" - see "base flood."

*Person* includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies.

*Reasonably safe from flooding* means base floodwaters will not inundate the land or damage structures to be removed from the special flood hazard area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

*Recreational vehicle* means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Regulatory floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

*Riverine* means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

*Special flood hazard area* is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A

on the FIRM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A may be refined into Zones A, AO, AH, A1-30, AE or A99.

*Special Hazard Area* means an area having special flood, mudslide (i.e. mudflow), or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.

*Start of construction* includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

*State Coordination Agency* means the Tennessee Emergency Management Agency, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

*Structure* , for purposes of the floodplain management provisions of this article, means a walled and roofed building, a manufactured home, ~~an above grade patio or deck~~, or a gas or liquid storage tank that is principally above ground.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

*Substantial improvement* means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure, taking place during a five-year period, in which the cumulative cost equals or exceeds 50 percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The market value of the structure should be the appraised value of the structure prior to the start of the initial improvement, or in the case of substantial damage, the value of the structure prior to the damage occurring. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project, or;
- (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

*Variance* is a grant of relief from the requirements of this article.

*Violation* means the failure of a structure or other development to be fully compliant with the regulations set forth in this article. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this article is presumed to be in violation until such time as that documentation is provided.

*Water surface elevation* means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

**SECTION 2.** That section 56-64 of Chapter 56, Article II, Division 3, of the Code of Ordinances of the City of Brentwood shall be amended to read as follows:

The special flood hazard areas for the city, as identified by FEMA, and in its Flood Insurance Study (FIS) dated December 22, 2016 and Flood Insurance Rate Map (FIRM), Community 470205, Panel Numbers 47187C0086F, 47187C0087F, 47187C0088F, 47187C0089F, 47187C0091F, 47187C0204F, 47187C0205F, 47187C0206F, 47187C0207F, 47187C0208F, 47187C0209F, 47187C0220F, 47187C0230F, 47187C0235F, and 47187C0240F dated September 29, 2006 and Panel Numbers 47187C0093G and 47187C0094G dated December 22, 2016, along with all supporting technical data, are adopted by reference and declared to be a part of this article.

**SECTION 3.** That section 56-77 of Chapter 56, Article II, Division 4, of the Code of Ordinances of the City of Brentwood shall be amended by modifying subsections (3) and (6) so that they shall read as follows:

- (3) Notify adjacent communities and the Tennessee Emergency Management Agency prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.  
\* \* \*
- (6) Record the elevation, in relation to mean sea level, or the highest adjacent grade, where applicable (including basement) of all new and substantially improved buildings, in accordance with section 56-78.

**SECTION 4.** That section 56-78 of Chapter 56, Article II, Division 4, subsection (a)1a of the Code of Ordinances of the City of Brentwood be amended to read as follows:

- a. Proposed elevation in relation to mean sea level of the proposed lowest floor, including basement of all buildings where base flood elevations are available.

**SECTION 5.** That section 56-78 of Chapter 56, Article II, Division 4, of the Code of Ordinances of the City of Brentwood be deleted in its entirety and replaced with the following text so that it shall read as follows:

- (a) Application for a development permit shall be made to the administrator on forms furnished by the city prior to any development activities within a special flood hazard area. The development permit application requirements shall include, but are not limited to the following: plans in duplicate drawn to scale and prepared by a Tennessee registered surveyor

or engineer, showing the nature, location, dimensions, and elevations of the area in question, existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. The requirements herein shall be in addition to any and all requirements for development permits that may be imposed pursuant to other provisions of this Code. The following information is specifically required for permits for development within areas of special flood hazard:

(1) *Application stage.*

- a. Proposed elevation in relation to mean sea level of the proposed lowest floor, including basement of all buildings where base flood elevations are available.
- b. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- c. For any location within a special flood hazard area where base flood elevation data is not initially available, or where the floodway has not been delineated, a Tennessee registered engineer shall determine the base flood elevation and establish the limits of the regulatory floodway. The engineer's certification shall be submitted with the permit application.

(2) *Construction stage.*

- a. Within AE zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit.
  - b. Elevation of the lowest floor relative to mean sea level, as determined by or under the direct supervision of, a Tennessee registered land surveyor and certified by a Tennessee registered land surveyor, to be provided upon completion of the foundation. Should the elevation of the lowest floor be lower than the proposed elevation on the approved permit, construction shall be discontinued until corrective action has been taken or the administrator is otherwise satisfied that the lowest floor elevation will comply with the provisions of this article. The administrator shall record the elevation of the lowest floor on the development permit.
  - c. Upon completion of construction, the permit holder shall provide to the administrator a FEMA Finished Construction Elevation Certificate, certifying the as-built lowest floor elevation level.
- (b) Any work undertaken prior to submission of any required engineer's certification shall be at the permit holder's risk. The administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

**SECTION 6.** That section 56-81 of Chapter 56, Article II, Division 5 of the Code of Ordinances of the City of Brentwood be amended by modifying subsection (5), correcting the duplicate numbering of subsection (15) and renumbering as appropriate to be a new subsection (16) as shown, and adding a subsection (17) to read as follows:

- (5) All electrical, heating, duct-work, ventilation, plumbing, air conditioning equipment and other service facilities shall be elevated at or above the flood protection elevation. Where underground service or feeder conductors are supplied to the structure, a conduit(s) for the main service from the ground to the structure is permitted so long as it is water-tight and extends continuously from the ground to a point above the flood protection elevation.

\* \* \*

- (16) A portion of the performance security instrument held by the city for a subdivision or other new development shall be maintained, in an amount to be determined by the administrator, until the administrator receives a copy of the LOMR-F as approved by FEMA, where required.

- (17) All elevation and floodproofing requirements required of this article must be certified by a Tennessee licensed surveyor. The certification must be on the most current FEMA form.

**SECTION 7.** That section 56-82 of Chapter 56, Article II, Division 5, of the Code of Ordinances of the City of Brentwood be deleted in its entirety and replaced with the following text so that it shall read as follows:

In all areas of special flood hazard other than the floodway, the following provisions, in addition to those set forth in section 56-81, shall apply:

(1) *Buildings.*

- a. In areas where base flood elevation data is available and floodways have been designated, new construction and substantial improvement of any nonresidential (including commercial, industrial and institutional) or residential building (or manufactured home) may be permitted, provided that the lowest floor, including basement, shall be elevated to no lower than two feet above the base flood elevation. Solid foundation perimeter walls or piers may be used to elevate a structure, provided that:
  - 1. The height of any perimeter wall used to elevate a building shall not exceed seven and one-half feet, measured from the lowest adjacent grade to the lowest floor, and openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with subsection (2) of this section.
  - 2. The minimum number of piers necessary to structurally support the building shall be used, and piers shall be designed to provide the least resistance to the flow of water.

3. When the height of the building is elevated greater than seven and one-half feet, measured from the lowest adjacent grade to the lowest floor, a front wall façade with flood vents may be added in conjunction with piers used to support the structure. The number, size and location of vents must be approved by the administrator. The sides and rear of the structure may not be enclosed, and the building must be supported by the minimum number of piers to support the structure. For the purpose of this section, the front of the structure will be the elevation facing the street and parallel to the front building setback line.
  4. In no event shall the elevated height of any residential building exceed fifty-two feet as measured from the highest point of the roof to the lowest adjacent grade.
  - b. Within special flood hazard areas where base flood elevations have not been established, or where no floodways have been designated, no construction may be permitted until a Tennessee registered engineer has determined the base flood elevation and established the limits of the regulatory floodway. This information must be submitted to FEMA through a letter of Map Revision. Once the base flood elevation and floodway location have been established, construction shall comply with the building elevation requirements set forth in subsection (1)a. of this section.
- (2) *Enclosures below the lowest floor.* Enclosed areas formed by foundation and walls below the lowest floor shall be designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria:
    1. A minimum of two openings shall be provided, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
    2. The bottom of all openings shall be no higher than one foot above the finished grade.
    3. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions.
  - b. The enclosed area shall not exceed seven and one-half feet in height, measured from the lowest adjacent grade to the lowest floor.
  - c. The interior portion of such enclosed area may be used for building access or storage, but shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters. Any partitions shall comply with the provisions of this section. The floor shall not be finished and must remain a pervious material.



(3) *Standards for manufactured homes and recreational vehicles.*

- a. All manufactured homes must meet all the requirements for new construction, whether placed or substantially improved:
  - 1. On individual lots or parcels; or
  - 2. In new and substantially improved manufactured home parks or subdivisions.
- b. All manufactured homes placed or substantially improved on an individual lot or parcel or in a manufactured home park or subdivision must be elevated so that the lowest floor of the manufactured home lies on a permanent foundation no lower than two feet above the level of the base flood elevation.
- c. Any manufactured home which has incurred "substantial damage" as the result of a flood must meet the standards of this division.
- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. All recreational vehicles placed in an identified special flood hazard area must either:
  - 1. Be on the site for fewer than 180 consecutive days;
  - 2. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
  - 3. The recreational vehicle must meet all requirements for new construction.

(4) *Compensatory Cut and Fill .*

- a. Engineered Fill may be permitted at locations outside the floodway. The volume of material shall be based upon an equal cut/fill quantity, so that the total amount of fill material added shall equal the amount of material removed. The building pad for each affected lot shall be filled to an elevation that equals or exceeds the flood protection elevation at that location. Approval for filling may be granted only if the administrator determines that the fill material will not unduly increase flood damage potential, and that the amount and dimensions of fill material in any location is not greater than is necessary to achieve the purpose of the fill as demonstrated in the plan submitted by the applicant.
- b. In granting approval to fill property within the special flood hazard area, the administrator shall require that precautions be taken against erosion through the use of rip-rap, vegetative cover, bulk heading, or other suitable means.
- c. Prior to the issuance of a development permit, the applicant shall secure a CLOMR-F from FEMA authorizing the proposed alterations to the special flood hazard area.
- d. Where filling has been permitted on a platted lot, an as-built survey showing compliance with this division must be submitted to the administrator before a building permit will be issued. A copy of the LOMR-F, as approved by FEMA, must be submitted to the administrator before a certificate of occupancy will be issued.

- e. Where filling has been permitted for a new subdivision, an as-built survey showing compliance with this division must be submitted to the administrator before the final plat is recorded. A copy of the LOMR-F, as approved by FEMA, must be submitted to the administrator before the performance security is released.
- (5) *Private utility facilities.* In lieu of elevation, private utility facilities, including heating and air conditioning equipment and pool equipment, may be floodproofed and located and designed so as to minimize or eliminate flood damage. The administrator shall require certification by a Tennessee registered professional engineer or architect that the floodproofing, location and/or design of the utility facilities are in accordance with accepted standards of practice for meeting the provisions of this article.
- (6) *Fences.* With the approval of the administrator, fences may be erected at any location within the special flood hazard area other than the floodway, provided that the administrator shall be satisfied that the fence is designed so as not to interfere with the flow of floodwaters.

**SECTION 8.** That section 56-83 of Chapter 56, Article II, Division 5, be amended by modifying subsections (1) and (2) and by adding a new subsection (3) and renumbering all subsections accordingly so that it shall read as follows:

Located within the special flood hazard areas established in section 56-64 are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply in addition to general standards set forth in this article:

- (1) Except as otherwise permitted in subsections (2), (3), (4) and (5) below, encroachments are prohibited within the floodway, including: earthen fill material; new construction; substantial improvements; decks or above-grade patios outside the existing building footprint; manufactured homes or recreational vehicles; and any other development.
- (2) Fences on lots of three or more acres in size may be permitted, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the cumulative effect of the proposed fence encroachments shall not result in any increase in the water surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the city. The property owner shall submit certification from a Tennessee registered professional engineer that the requirements of this subsection have been met, along with supporting technical data, using the same methodologies as in 44 CFR 60.3(d)(3).
- (3) Elevating the existing footprint of a building per the requirements of Sec. 56-82 (1) & (2). The elevation of an existing building shall only be permitted if it is demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practices that their cumulative effect, when combined with all other existing and anticipated development, shall not result in any increase to the water

surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the community. Certification thereof by a Tennessee registered professional engineer, along with supporting technical data, shall be provided to the administrator before construction or placement may be initiated. Decks, additions or above-grade patios outside of the existing building footprint are prohibited.

- (4) Nonsubstantial vertical additions to existing dwellings and nonsubstantial interior renovations within the existing building footprint may be permitted.
- (5) The construction or placement of certain structures, facilities and improvements identified below may be permitted by the administrator. Such structures, facilities and improvements shall only be permitted if it is demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practices that their cumulative effect, when combined with all other existing and anticipated development, shall not result in any increase to the water surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the community. Certification thereof by a Tennessee registered professional engineer, along with supporting technical data, shall be provided to the administrator before construction or placement may be initiated. Structures, facilities and improvements permitted under these provisions shall be limited to:
  - a. Roads, sidewalks, bicycle/pedestrian paths and associated signs.
  - b. Drainage structures, including but not limited to bridges and culverts.
  - c. Other public infrastructure needs, including public utilities.
  - d. Parks and recreational facilities, including but not limited to open shelters, basketball courts and athletic fields,
  - e. Driveways and parking areas.

**SECTION 9.** That section 56-92 of Chapter 56, Article II, Division 6, of the Code of Ordinances of the City of Brentwood be amended by modifying subsection (b) so that it shall read as follows:

- (b) *Fees.* In all cases where an appeal or request for variance is made by a property owner or other interested party, a fee of \$200.00 dollars shall be paid by the appellant. Such fee shall be refundable if the board of building construction appeals rules in the appellant's favor in an administrative review case. No refund shall be issued to a party who has requested a variance.

**SECTION 10.** That section 56-93 of Chapter 56, Article II, Division 6, of the Code of Ordinances of the City of Brentwood be amended by modifying subsection (e) and by adding a new subsection (f) so that it shall read as follows:

- (e) Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the base flood elevation increases risks to life and property.

- (f) The administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

**SECTION 11.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

**SECTION 12.** If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.

**SECTION 13.** That this ordinance shall take effect from and after its final passage and publication thereof, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

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

\_\_\_\_\_  
MAYOR Rhea E. Little, III

\_\_\_\_\_  
RECORDER Holly Earls

*Approved as to form:*

\_\_\_\_\_  
CITY ATTORNEY Kristen L. Corn

--- (3) ---

**Editor's note**— Ord. No. 2011-07, adopted June 27, 2011, amended Div. 4 in its entirety to read as herein set out. Former Div. 4, § 56-51, pertained to similar subject matter and derived from Ord. No. 2008-02, § 1, adopted March 24, 2008. ([Back](#))

## **ARTICLE II. FLOOD PREVENTION**

### **DIVISION 1. - FINDINGS OF FACT, PURPOSE AND OBJECTIVES**

### **DIVISION 2. - DEFINITIONS**

### **DIVISION 3. - GENERAL PROVISIONS**

### **DIVISION 4. - ADMINISTRATION**

### **DIVISION 5. - PROVISIONS FOR FLOOD HAZARD REDUCTION**

### **DIVISION 6. - VARIANCES AND APPEALS**

#### ***DIVISION 1. FINDINGS OF FACT, PURPOSE AND OBJECTIVES***

[Sec. 56-61. Findings of fact.](#)

[Sec. 56-62. Purpose and objectives.](#)

#### **Sec. 56-61. Findings of fact.**

The city hereby finds:

- (1) The city and its board of commissioners wish to maintain eligibility in the National Flood Insurance Program (NFIP) and, in order to do so, must meet the regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
- (2) Areas of the city are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (3) Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

(Ord. No. 2009-13, § 3, 1-25-2010)

#### **Sec. 56-62. Purpose and objectives.**

- (a) It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This article is designed to:
  - (1) Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;

- (2) Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
  - (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
  - (4) Control filling, grading, dredging and other development which may increase flood damage or erosion; and
  - (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.
- (b) The objectives of this article are:
- (1) To protect human life, health, safety and property;
  - (2) To minimize expenditure of public funds for costly flood control projects;
  - (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
  - (4) To minimize prolonged business interruptions;
  - (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in floodprone areas;
  - (6) To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
  - (7) To ensure that potential homebuyers are notified that property is in a floodprone area; and
  - (8) To maintain eligibility for participation in the NFIP.

(Ord. No. 2009-13, § 3, 1-25-2010)

## ***DIVISION 2. DEFINITIONS***

### **[Sec. 56-63. Definitions.](#)**

#### **Sec. 56-63. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The definitions listed in this section apply exclusively to this article and are intended to provide assistance in the interpretation and enforcement of this article. Unless specifically defined below or elsewhere in this Code,, words or phrases used in this article shall be interpreted as to give them the meaning they have in common usage and to give this article its most reasonable application, given its stated purpose and objectives.

*Accessory structure* means a subordinate structure to the principal structure on the same lot and, for the purpose of this article, shall conform to the following:

- (1) Accessory structures shall only be used for parking of vehicles and storage.
- (2) Accessory structures shall be designed to have low flood damage potential.
- (3) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.

- (4) Accessory structures shall be firmly anchored to prevent flotation, collapse and lateral movement, which otherwise may result in damage to other structures.
- (5) Utilities and service facilities such as electrical ~~and~~, heating equipment ~~and duct-work~~ shall be elevated at or above the flood protection elevation or otherwise protected from intrusion of floodwaters.

*Act* means the statutes authorizing the National Flood Insurance Program that are incorporated in 42 U.S.C. 4001 - ~~4128 et seq~~ .

*Addition (to an existing building)* means any walled and roofed expansion to the perimeter or height of a building.

*Administrator* means the city manager or his designee, who shall be responsible for the implementation and administration of the provisions set forth herein for the floodway district.

*Appeal* means a request for a review of a local enforcement officer's interpretation of any provision of this article or a request for a variance.

*Area of shallow flooding* means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

*Area of special flood hazard* - see "special flood hazard area."

*Base flood* means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one percent annual chance flood.

*Basement* means any portion of a building having its floor subgrade (below ground level) on all sides.

*Buildable area* means the area of a lot remaining after the minimum yard requirements for the specific zoning district have been met.

*Building* means any manmade walled and roofed structure affixed to a permanent site. (See "structure.")

*Conditional letter of map revision based on fill (CLOMR-F)* means a letter from FEMA stating that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

*Deck* means an above-grade platform with or without a roof, but without any walls including but not limited to glass or screens.

*Development* means any manmade change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

*Development permit* means any permit required for development activities under this Code, or under any other code which has been adopted by the city.

~~*Elevate, in regard to a structure, means to have the lowest floor of the lowest enclosed area raised above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater; pilings; columns; piers; or shear walls adequately anchored so as not to impair the structural integrity of the structure during a base flood event.*~~

*Elevated Building* means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

~~Emergency Flood Insurance Program or Emergency Program means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.~~

~~Encroachment are activities or construction within the floodway including fill, new construction, substantial improvements, and other development. These activities are prohibited within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses that the proposed encroachment would not result in any increase in flood levels.~~

*Erosion* means the process of the gradual wearing away of land masses. This peril is not per se covered under the NFIP.

~~Exception means a waiver from the provisions of this article which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this article.~~

*Existing construction* means any structure for which the "start of construction" commenced before either November 27, 1972 (the effective date of the initial floodplain management code adopted by the city as a basis for participation in the NFIP) or the date the property was first included within a special flood hazard area, whichever occurred later.

*Existing structures* - see "existing construction."

*FEMA* means the Federal Emergency Management Agency of the United States government.

*Flood* or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

~~Flood Elevation Determination means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.~~

~~Flood Elevation Study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e. mudflow) or flood-related erosion hazards.~~

*Flood Insurance Rate Map (FIRM)* means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

*Flood Insurance Study* is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

*Floodplain* or *floodprone area* means any land area susceptible to being inundated by water from any source (see definition of "flood").

*Floodplain management* means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

*Flood protection elevation* means the elevation of the base flood plus two feet of freeboard at any given location in the special flood hazard area.

*Flood protection system* means those physical structural works for which funds have been authorized, appropriated and expended, and which have been constructed ~~in conformance with sound engineering standards, specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes, specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal~~

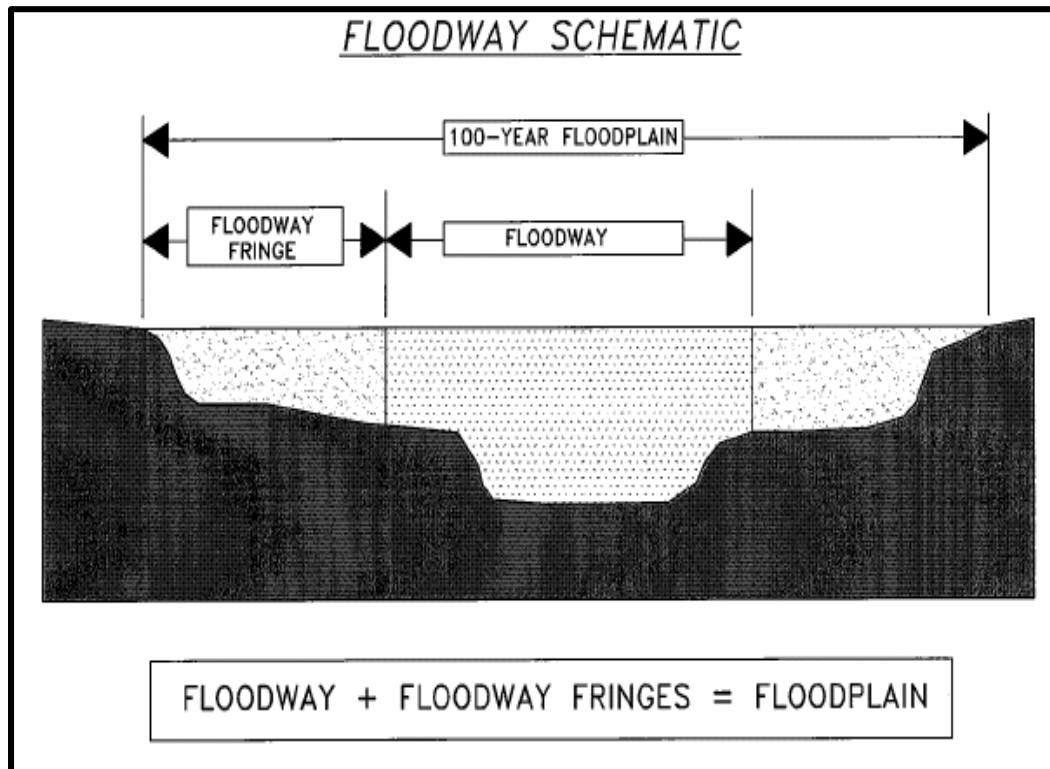


barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

*Floodproofing* means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, utility facilities, and structures and their contents.

*Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. (See Illustration #1.)

### ILLUSTRATION #1



*Floodway fringe* means the area extending from the boundaries of the floodway to the outer boundary of the special flood hazard area, as depicted on a Flood Insurance Rate Map (FIRM.) (See Illustration #1.)

*Floodway Encroachment Lines* mean the lines marking the limits of floodways on Federal, State and local flood plain maps.

*Freeboard* means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

*Functionally dependent use* means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

*Highest adjacent grade* means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

*Historic structure* means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on the City of Brentwood, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
  - a. By the approved Tennessee program as determined by the Secretary of the Interior; or
  - b. Directly by the Secretary of the Interior.
- ~~(3) Individually listed on the Tennessee inventory of historic places, pursuant to a historic preservation program which has been approved by the Secretary of the Interior; or~~
- ~~(4) Individually designated as a historically significant site and determined as eligible under a historic preservation program that has been certified either:~~
  - ~~a. By the approved Tennessee program as determined by the Secretary of the Interior; or~~
  - ~~b. Directly by the Secretary of the Interior.~~

*Letter of map revision based on fill (LOMR-F)* ~~is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway. means a letter from FEMA stating that an existing structure or parcel of land that has been elevated by fill would not be inundated by the base flood.~~

*Levee* means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

*Lowest adjacent grade* means the lowest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

*Lowest floor* means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure of five feet seven and one-half feet or less in height, measured from the lowest adjacent grade to the lowest floor, usable solely for building access or storage in an area other than a basement area, shall not be considered a building's lowest floor, provided that such enclosure is built in compliance with the applicable non-elevation design requirements of this article.

*Manufactured home* means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

*Manufactured home park or subdivision* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Map* means the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

*Mean sea level* means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this article, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

National Flood Insurance Program (NFIP) means the National Flood Insurance Program authorized by 42 U.S.C. 4001-4128.

*National Geodetic Vertical Datum (NGVD)* means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

*New construction* means any structure for which the "start of construction" commenced on or after November 27, 1972, and includes any subsequent improvements to such structure.

~~NFIP means the National Flood Insurance Program authorized by 42 U.S.C. 4001 et seq.~~

*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of November 27, 1972, or the date the property was first included within a special flood hazard area, whichever occurred later, and includes any subsequent improvements to such structures.

*Nonsubstantial* means a reconstruction, rehabilitation, addition, alteration or other improvement which is not deemed a "substantial improvement," as defined herein.

*North American Vertical Datum (NAVD)* means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year flood" - see "base flood."

*Person* includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies.

*Reasonably safe from flooding* means base floodwaters will not inundate the land or damage structures to be removed from the special flood hazard area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

*Recreational vehicle* means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Regulatory floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

*Riverine* means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

*Special flood hazard area* is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FIRM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A may be refined into Zones A, AO, AH, A1-30, AE or A99.

Special Hazard Area means an area having special flood, mudslide (i.e. mudflow), or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.

*Start of construction* includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond

the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

State Coordination Agency means the Tennessee Emergency Management Agency, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

*Structure*, for purposes of the floodplain management provisions of this article, means a walled and roofed building, a manufactured home, ~~an above-grade patio or deck~~, or a gas or liquid storage tank that is principally above ground.

*Substantial damage* means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

*Substantial improvement* means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure, taking place during a five-year period, in which the cumulative cost equals or exceeds 50 percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The market value of the structure should be the appraised value of the structure prior to the start of the initial improvement, or in the case of substantial damage, the value of the structure prior to the damage occurring. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project, or;
- (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

~~Substantially improved manufactured home park or subdivision means a manufactured home park or subdivision for which the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.~~

*Variance* is a grant of relief from the requirements of this article.

*Violation* means the failure of a structure or other development to be fully compliant with the regulations set forth in this article. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this article is presumed to be in violation until such time as that documentation is provided.

*Water surface elevation* means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

(Ord. No. 2009-13, § 3, 1-25-2010)

### **DIVISION 3. GENERAL PROVISIONS**

Sec. 56-64. Special flood hazard areas.

Sec. 56-65. Requirement for development permit.

Sec. 56-66. Compliance.

Sec. 56-67. Abrogation and greater restrictions.

Sec. 56-68. Interpretation.

Sec. 56-69. Warning and disclaimer of liability.

Sec. 56-70. Penalties for violation.

Secs. 56-71—56-75. Reserved.

#### **Sec. 56-64. Special flood hazard areas.**

The special flood hazard areas for the city, as identified by FEMA, and in its Flood Insurance Study (FIS) dated December 22, 2016 and Flood Insurance Rate Map (FIRM), Community 470205, Panel Numbers 47187C0086F, 47187C0087F, 47187C0088F, 47187C0089F, 47187C0091F, 47187C0204F, 47187C0205F, 47187C0206F, 47187C0207F, 47187C0208F, 47187C0209F, 47187C0220F, 47187C0230F, 47187C0235F, and 47187C0240F dated September 29, 2006 and Panel Numbers 47187C0093G and 47187C0094G dated December 22, 2016, along with all supporting technical data, are adopted by reference and declared to be a part of this article. ~~along with all supporting technical data and any additional map panels for areas that are annexed into the city, are adopted by reference and declared to be a part of this article. The special flood hazard areas shall comprise the boundaries of the flood hazard district established in chapter 78 of this Code.~~

(Ord. No. 2009-13, § 3, 1-25-2010; Ord. No. 2016-12, § 1, 11-28-2016)

#### **Sec. 56-65. Requirement for development permit.**

A development permit shall be required in conformity with this article prior to the commencement of any development activities.

(Ord. No. 2009-13, § 3, 1-25-2010)

#### **Sec. 56-66. Compliance.**

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this article and other applicable regulations.

(Ord. No. 2009-13, § 3, 1-25-2010)

#### **Sec. 56-67. Abrogation and greater restrictions.**

This article is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this article conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

(Ord. No. 2009-13, § 3, 1-25-2010)

#### **Sec. 56-68. Interpretation.**

In the interpretation and application of this article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under Tennessee statutes or this Code.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-69. Warning and disclaimer of liability.**

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the city or by any officer or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made hereunder.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-70. Penalties for violation.**

- (a) Any person who violates the provisions of this article or fails to comply with any of its requirements, including any conditions and safeguards established in connection with grants of variance shall be subject to punishment as provided in section 1-9 of this Code. In addition, any person who violates this article or fails to comply with any of its requirements shall pay all costs and expenses involved in the case. Each day any such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the city from taking such other lawful actions to prevent or remedy any violation.
- (b) Any structure or development without certification or other evidence of compliance required in this article is presumed to be in violation until such time as the required documentation is provided. Any structure or development for which the city's approval is required shall be in violation of this article if such approval is not obtained prior to the commencement of construction or development.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Secs. 56-71—56-75. Reserved.**

***DIVISION 4. ADMINISTRATION***

Sec. 56-76. Designation of administrator.

Sec. 56-77. Duties and responsibilities of the administrator.

Sec. 56-78. Permit procedures.

Secs. 56-79—56-80. Reserved.

**Sec. 56-76. Designation of administrator.**

The city manager or the city manager's designee is hereby appointed to serve as the administrator, for the purpose of implementing the provisions of this article.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-77. Duties and responsibilities of the administrator.**

Duties of the administrator shall include, but not be limited to, the following:

- (1) Review all development permits to assure that the permit requirements of this article have been satisfied, and that proposed building sites will be reasonably safe from flooding.
- (2) Review all proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Notify adjacent communities and the Tennessee ~~Emergency Management Agency Department of Economic and Community Development, Local Planning Assistance Office,~~ prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
- (4) For any altered or relocated watercourse, submit engineering data/analysis within six months to FEMA to ensure accuracy of community FIRMs through the letter of map revision process.
- (5) Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
- (6) Record the elevation, in relation to mean sea level, or the highest adjacent grade, where applicable of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with section 56-78.
- (7) Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (8) When base flood elevation data and floodway data have not been provided by FEMA, require development permit applicants to provide certification of base flood elevation and floodway data by a Tennessee registered engineer, to assure that new construction, substantial improvements, or other development in special flood hazard areas on the city's FIRM meet the requirements of this article.
- (9) Maintain all records pertaining to the provisions of this article in the office of the administrator and provide for such records to be open for public inspection. Permits issued under the provisions of this article shall be maintained in a separate file or marked for expedited retrieval within combined files.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-78. Permit procedures.**

- (a) Application for a development permit shall be made to the administrator on forms furnished by the city prior to any development activities within a special flood hazard area. The development permit application requirements shall include, but are not limited to the following: plans in duplicate drawn to scale and prepared by a Tennessee registered surveyor or engineer, showing the nature, location, dimensions, and elevations of the area in question, existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. The requirements herein shall



be in addition to any and all requirements for development permits that may be imposed pursuant to other provisions of this Code. The following information is specifically required for permits for development within areas of special flood hazard:

(1) *Application stage*.

- a. Proposed elevation in relation to mean sea level of the proposed lowest floor, including basement of all buildings where base flood elevations are available.
- b. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- c. For any location within a special flood hazard area where base flood elevation data is not initially available, or where the floodway has not been delineated, a Tennessee registered engineer shall determine the base flood elevation and establish the limits of the regulatory floodway. The engineer's certification shall be submitted with the permit application.

(2) *Construction stage*.

a. Within AE zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit.

ab. Elevation of the lowest floor relative to mean sea level, as determined by or under the direct supervision of, a Tennessee registered land surveyor and certified by a Tennessee registered land surveyor, to be provided upon completion of the foundation. Should the elevation of the lowest floor be lower than the proposed elevation on the approved permit, construction shall be discontinued until corrective action has been taken or the administrator is otherwise satisfied that the lowest floor elevation will comply with the provisions of this article. The administrator shall record the elevation of the lowest floor on the development permit.

b-c. Upon completion of construction, the permit holder shall provide to the administrator a FEMA Finished Construction Elevation Certificate ~~an elevation certificate~~, certifying the as-built lowest floor elevation level.

- (b) Any work undertaken prior to submission of any required engineer's certification shall be at the permit holder's risk. The administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Secs. 56-79—56-80. Reserved.**

***DIVISION 5. PROVISIONS FOR FLOOD HAZARD REDUCTION***

Sec. 56-81. General standards.

Sec. 56-82. Specific standards for areas other than the floodway.

Sec. 56-83. Special standards for floodways.

Secs. 56-84, 56-85. Reserved.

Sec. 56-86. Standards for unmapped streams.

Secs. 56-87—56-90. Reserved.



## **Sec. 56-81. General standards.**

In all areas of special flood hazard, the following provisions are required:

- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- (2) Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (5) All electrical, heating, duct-work, ventilation, plumbing, air conditioning equipment and other service facilities shall be elevated at or above the flood protection elevation. Where underground service or feeder conductors are supplied to the structure, a conduit(s) for the main service from the ground to the structure is permitted so long as it is water-tight and extends continuously from the ground to a point above the flood protection elevation. ~~designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.~~
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this article shall meet the requirements of "new construction" as contained in this article.
- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this article shall be undertaken only if said nonconformity is not further extended or replaced.
- (11) All new construction and substantial improvement proposals shall include copies of all necessary federal and state permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334.
- (12) All subdivision proposals and other proposed new development proposals shall meet the standards of section 56-82.
- (13) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction.
- (14) When new construction and substantial improvements are proposed for a location that lies in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

- (15) Proposals for new construction, substantial improvements, subdivisions and other new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding and that compliance with the above provisions of this section will be achieved. All such proposals shall meet the following standards:
- Each proposal shall be consistent with the need to minimize flood damage.
  - Each proposal shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize or eliminate flood damage.
  - Each proposal shall have adequate drainage provided to reduce exposure to flood hazards.
  - Each proposal shall include base flood elevation data. (See section 56-78.)
  - Subdivision proposals shall not contain special flood hazard areas within the buildable area of the lots.
- (156) A portion of the performance security instrument held by the city for a subdivision or other new development shall be maintained, in an amount to be determined by the administrator, until the administrator receives a copy of the LOMR-F as approved by FEMA, where required.
- (17) All elevation and floodproofing requirements required of this article must be certified by a Tennessee licensed surveyor. The certification must be on the most current FEMA form.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-82. Specific standards for areas other than the floodway.**

In all areas of special flood hazard other than the floodway, the following provisions, in addition to those set forth in section 56-81, shall apply:

- (1) *Buildings.*
- In areas where base flood elevation data is available and floodways have been designated, new construction and substantial improvement of any nonresidential (including commercial, industrial and institutional) or residential building (or manufactured home) may be permitted, provided that the lowest floor, including basement, shall be elevated to no lower than two feet above the base flood elevation. Solid foundation perimeter walls or piers may be used to elevate a structure, provided that:
    - The height of any perimeter wall used to elevate a building shall not exceed ~~five~~ seven and one-half feet, measured from the lowest adjacent grade to the lowest floor, and openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with subsection (2) of this section.
    - The minimum number of piers necessary to structurally support the building shall be used, and piers shall be designed to provide the least resistance to the flow of water.
    - When the height of the building is elevated greater than seven and one-half feet, measured from the lowest adjacent grade to the lowest floor, a front wall façade with flood vents may be added in conjunction with piers used to support the structure. The number, size and location of vents must be approved by the administrator. The sides and rear of the structure may not be enclosed, and the building must be supported by the minimum number of piers to support the structure. For the purpose of this section, the front of the structure will be the elevation facing the street and parallel to the front building setback line.
    - In no event shall the elevated height of any residential building exceed fifty-two feet as measured from the highest point of the roof to the lowest adjacent grade.
  - Within special flood hazard areas where base flood elevations have not been established, or where no floodways have been designated, no construction may be permitted until a

Tennessee registered engineer has determined the base flood elevation and established the limits of the regulatory floodway. This information must be submitted to FEMA through a letter of Map Revision. Once the base flood elevation and floodway location have been established, construction shall comply with the building elevation requirements set forth in subsection (1)a. of this section.

- (2) *Enclosures below the lowest floor.* Enclosed areas formed by foundation and walls below the lowest floor shall be designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
  - a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria:
    1. A minimum of two openings shall be provided, having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.
    2. The bottom of all openings shall be no higher than one foot above the finished grade.
    3. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions.
  - b. The enclosed area shall not exceed five seven and one-half feet in height, measured from the lowest adjacent grade to the lowest floor.
  - c. The interior portion of such enclosed area may be used for building access or storage, but shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters. Any partitions shall comply with the provisions of this section. The floor shall not be finished and must remain a pervious material.
- (3) *Standards for manufactured homes and recreational vehicles.*
  - a. All manufactured homes must meet all the requirements for new construction, whether placed or substantially improved:
    1. On individual lots or parcels; or
    2. In new and substantially improved manufactured home parks or subdivisions.
  - b. All manufactured homes placed or substantially improved on an individual lot or parcel or in a manufactured home park or subdivision must be elevated so that the lowest floor of the manufactured home lies on a permanent foundation no lower than two feet above the level of the base flood elevation.
  - c. Any manufactured home which has incurred "substantial damage" as the result of a flood must meet the standards of this division.
  - d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
  - e. All recreational vehicles placed in an identified special flood hazard area must either:
    1. Be on the site for fewer than 180 consecutive days;
    2. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
    3. The recreational vehicle must meet~~Meet~~ all requirements for new construction.
- (4) Compensatory Cut and Fill Filling.
  - a. Engineered Fill Filling may be permitted at locations outside the floodway. The volume of material shall be based upon an equal cut/fill quantity, so that the total amount of fill material added shall equal the amount of material removed. The building pad for each affected lot

shall be filled to an elevation that equals or exceeds the flood protection elevation at that location. Approval for filling may be granted only if the administrator determines that the fill material will not unduly increase flood damage potential, and that the amount and dimensions of fill material in any location is not greater than is necessary to achieve the purpose of the fill as demonstrated in the plan submitted by the applicant.

- b. In granting approval to fill property within the special flood hazard area, the administrator shall require that precautions be taken against erosion through the use of rip-rap, vegetative cover, bulk heading, or other suitable means.
  - c. Prior to the issuance of a development permit, the applicant shall secure a CLOMR-F from FEMA authorizing the proposed alterations to the special flood hazard area.
  - d. Where filling has been permitted on a platted lot, an as-built survey showing compliance with this division must be submitted to the administrator before a building permit will be issued. A copy of the LOMR-F, as approved by FEMA, must be submitted to the administrator before a certificate of occupancy will be issued.
  - e. Where filling has been permitted for a new subdivision, an as-built survey showing compliance with this division must be submitted to the administrator before the final plat is recorded. A copy of the LOMR-F, as approved by FEMA, must be submitted to the administrator before the performance security is released.
- (5) *Private utility facilities.* In lieu of elevation, private utility facilities, including heating and air conditioning equipment and pool equipment, may be floodproofed and located and designed so as to minimize or eliminate flood damage. The administrator shall require certification by a Tennessee registered professional engineer or architect that the floodproofing, location and/or design of the utility facilities are in accordance with accepted standards of practice for meeting the provisions of this article.
- (6) *Fences.* With the approval of the administrator, fences may be erected at any location within the special flood hazard area other than the floodway, provided that the administrator shall be satisfied that the fence is designed so as not to interfere with the flow of floodwaters.

(Ord. No. 2009-13, § 3, 1-25-2010)

#### **Sec. 56-83. Special standards for floodways.**

Located within the special flood hazard areas established in section 56-64 are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply in addition to general standards set forth in this article:

- (1) Except as otherwise permitted in subsections (2), (3), ~~(4)~~ and ~~(4) (5)~~ below, encroachments are prohibited within the floodway, including: earthen fill material; new construction; substantial improvements; decks or above-grade patios outside the existing building footprint; manufactured homes or recreational vehicles; and any other development.
- (2) Fences on lots of three or more acres in size may be permitted, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the cumulative effect of the proposed fence encroachments shall not result in any increase in the water surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the city. The property owner shall submit certification from a Tennessee registered professional engineer that the requirements of this subsection have been met, along with supporting technical data, using the same methodologies as in 44 CFR 60.3(d)(3). ~~the effective Flood Insurance Study for the city.~~

(3) Elevating the existing footprint of a building per the requirements of Sec. 56-82 (1) & (2). The elevation of an existing building shall only be permitted if it is demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practices that their cumulative effect, when combined with all other existing and anticipated development, shall not result in any increase to the water surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the community. Certification thereof by a Tennessee registered professional engineer, along with supporting technical data, shall be provided to the administrator before construction or placement may be initiated. Decks, additions or above-grade patios outside of the existing building footprint are prohibited.

~~(3)~~(4) Nonsubstantial vertical additions to existing dwellings and nonsubstantial interior renovations within the existing building footprint may be permitted.

~~(4)~~(5) The construction or placement of certain structures, facilities and improvements identified below may be permitted by the administrator. Such structures, facilities and improvements shall only be permitted if it is demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practices that their cumulative effect, when combined with all other existing and anticipated development, shall not result in any increase to the water surface elevation of the base flood, velocities or floodway widths during the occurrence of a base flood discharge at any point within the community. Certification thereof by a Tennessee registered professional engineer, along with supporting technical data, shall be provided to the administrator before construction or placement may be initiated. Structures, facilities and improvements permitted under these provisions shall be limited to:

- a. Roads, sidewalks, bicycle/pedestrian paths and associated signs.
- b. Drainage structures, including but not limited to bridges and culverts.
- c. Other public infrastructure needs, including public utilities.
- d. Parks and recreational facilities, including but not limited to open shelters, basketball courts and athletic fields,
- e. Driveways and parking areas.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Secs. 56-84, 56-85. Reserved.**

**Sec. 56-86. Standards for unmapped streams.**

Located within the city are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

- (1) No encroachments, including fill material or structures or other development, shall be located within an area of at least twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided, demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the city.
- (2) If the stream and the adjacent area are subsequently identified as a special flood hazard area, all development, including new construction and substantial improvements, shall meet the standards established in accordance with divisions 4 and 5 of this article.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Secs. 56-87—56-90. Reserved.**

***DIVISION 6. VARIANCES AND APPEALS***

Sec. 56-91. Board of building construction appeals authority.

Sec. 56-92. Procedures.

Sec. 56-93. Conditions for variances.

**Sec. 56-91. Board of building construction appeals authority.**

The city's board of building construction appeals, established pursuant to chapter 14 of this Code, shall have the following powers in addition to those set forth in chapter 14:

- (1) *Administrative review.* To hear and decide appeals where it is alleged by the appellant that there is error in any order, requirement, permit, decision, determination, or refusal made by the administrator or other administrative official of the city in carrying out or enforcing any terms of this article.
- (2) *Variances.* To hear and decide upon applications for variance from the terms of this article.

(Ord. No. 2009-13, § 3, 1-25-2010)

**Sec. 56-92. Procedures.**

- (a) *Appeals and variance requests—How taken.* An appeal to the board of building construction appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department or bureau affected by any decision of the administrator based in whole or in part upon the provisions of this article. A request for variance may be submitted by any party owning an interest in property which is affected by the provisions of this article. Such appeal or request for variance shall be taken by filing with the board of building construction appeals a notice of appeal, specifying the grounds thereof, and paying the required fee established in this section. An appeal from a decision of the administrator must be filed within 30 days from the time the decision is rendered. The administrator shall transmit to the board of building construction appeals all documents constituting the record upon which the appeal action was taken. The board of construction appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time, which shall not be more than 35 days from the date of the hearing; provided, however, that the party bringing the appeal may consent to an extension of time for the board's decision. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.
- (b) *Fees.* In all cases where an appeal or request for variance is made by a property owner or other interested party, a fee of ~~\$100.00~~ \$200.00 dollars shall be paid by the appellant. Such fee shall be refundable if the board of building construction appeals rules in the appellant's favor in an administrative review case. No refund shall be issued to a party who has requested a variance.
- (c) *Meetings.* Meetings of the board of building construction appeals to consider appeals and variances in regard to this article shall be held in accordance with the board's adopted meeting schedule, or at such other times as the board shall determine, and shall be conducted in accordance with the board's adopted rules of procedure. All meetings of the board of building construction appeals shall be open to the public. The administrator shall keep records of applications for appeals and variances and determinations made by the board of building construction appeals, which shall be a public record. Upon request by FEMA, the administrator shall report any variances granted.

**Sec. 56-93. Conditions for variances.**

- (a) In reviewing applications for variances, the board of building construction appeals shall consider all technical evaluations, all relevant factors, and all standards specified in other sections of this division. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result. Variances from the provisions of this article may be granted by the board of building construction appeals only upon:
  - (1) A showing of good and sufficient cause; and
  - (2) A determination that:
    - a. The variance is the minimum relief necessary, considering the flood hazard and each of the factors listed in subsection (b) of this section;
    - b. Failure to grant the variance would result in exceptional hardship; and
    - c. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense; create nuisance; cause fraud on or victimization of the public; or conflict with existing local laws or divisions.
- (b) In addition to the general determinations set forth in subsection (a) above, the board of building construction appeals shall consider each of the following factors in considering a request for a variance from the provisions of this article:
  - (1) The danger that materials may be swept onto other property to the injury of others;
  - (2) The danger to life and property due to flooding or erosion;
  - (3) The susceptibility of the proposed facility and its contents to flood damage;
  - (4) The importance of the services provided by the proposed facility to the community;
  - (5) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
  - (6) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
  - (7) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - (8) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (9) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
  - (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- (c) When a variance is requested for the repair or rehabilitation of a historic structure as defined herein, each of the requirements set forth above shall apply. In addition, prior to granting a variance for the repair or rehabilitation of a historic structure, the board of building construction appeals shall determine that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, and that the variance is the minimum necessary deviation from the requirements of this article to preserve the historic character and design of the structure. Each request for a variance for the repair or rehabilitation of a historic structure shall be referred to the city's historic commission for a recommendation prior to consideration by the board of building construction appeals.
- (d) Upon consideration of the factors listed above, and the purposes of this division, the board of building construction appeals may attach such additional conditions to the granting of variances as it deems necessary to effectuate the purposes of this division.

(e) Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the base flood elevation increases risks to life and property.

(f) The administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

(Ord. No. 2009-13, § 3, 1-25-2010)



**Brentwood City Commission Agenda****Meeting Date:** 10/28/2019

Resolution 2019-95 - Approval of Updated Operating Policies and Procedures for Ravenswood Mansion

**Submitted by:** Deanna Lambert, Community Relations**Department:** Community Relations**Information****Subject**

Resolution 2019-95 - Approval of Updated Operating Policies and Procedures for Ravenswood Mansion

**Background**

Since 2014, the City of Brentwood has owned and operated Ravenswood Mansion, located in Marcella Vivrette Smith Park, as a rental space for weddings, parties, and business meetings. In FY 2019, there were 76 events generating over \$160,000 in revenue.

Rental rates and guidelines were initially adopted as part of the Ravenswood Mansion Operating Policies and Procedures prior to the historic home opening for event rentals. The guidelines and rental rates were updated again in 2017 to attract more rentals. Since that time, bookings have doubled, and revenue is up 120%. Staff recently reviewed and compared rates and general policies to other comparable venues in Middle Tennessee to ensure the City is operating the home in the most efficient and effective manner possible.

Proposed changes include modifications to the rental rates for certain time periods, cancellation and rescheduling policies, wedding planner requirements, and limitations on how the house and grounds may be used. The major changes proposed are summarized as follows:

	<b>CURRENT</b>	<b>PROPOSED</b>
<b>Rates</b>		
Friday, 9a - 11p	\$2,000	\$2,500
Seasonal Rate: Friday 9a - 11p	\$1,500	\$2,000
Seasonal Rate: Saturday 9a - 11p	\$2,000	\$2,500
Seasonal Rate: Sunday 9a - 11p	\$1,500	\$2,000
Weekday Photography Pricing (Interior of Mansion)	-None-	\$50/hr
Special Weekday Hourly Rate When Not Booked 14 Days Out	-None-	Hourly
<b>Cancellations - Refunds</b>		
More than 180 days from event date	100% refund	50% refund
Between 180 days and 90 days from event date	If rebooked, refund value of new booking only	25% refund

Less than 90 days	If rebooked, refund value of new booking only	No Refund
<b>Rescheduling of Dates</b>		
Between 180 days and 90 days from event date	No Rescheduling Fee	15% Rescheduling Fee
	Off-peak rebooking only; within 12 months only	Any date within 12 months
<b>Policies</b>		
Wedding Planner	"Day-of" planner required; need not be a professional	Professional non-relative wedding planner required
Refundable Security Deposit	\$1,000 deposit required	No deposit required. Damages billed to client per contract.

Rate changes reflect increased demand for Friday peak-season rentals, weekend rentals during Ravenswood's non-peak season, and photo shoots using the house interior. Changes to the cancellation policies are due to the large amount of customer service hours spent on each client prior to cancellations, for which the current policy provides no compensation to the City. Other fees were added for situations where the house is not vacated properly at the end of the rental period (tents or vendor rentals left in place, personal items left at the house, improper setup/teardown of Ravenswood rental items, etc.). These situations often require additional manpower to remedy and can adversely affect the events that follow.

Some of the more minor modifications to the policies include requiring a caterer to remain on site during an event, additional language about the new paved courtyard, large animal requests, and that no more than two people at a time are allowed on the front staircase to ensure it is protected for years to come.

Staff proposes to use a separate policies and procedures guideline for business meeting event rentals since there are different requirements. Additions to these guidelines include: eliminating the cleaning fee since renters are only allowed in the designated areas; providing that business rentals include an extra hour on the rental timeline for no additional fee; more clearly explaining the usage of the facility and venue rental items; and clarifying that no alcohol may be consumed at a business meeting. In the event a business wanted to book and consume alcohol, the client would need to book an event rental and would be required to sign our general policies and procedures for events.

All suggested edits are highlighted in red on the attachments to this resolution. Please contact the Community Relations Director or Assistant City Manager with any questions.

### **Staff Recommendation**

Staff recommends approval of the attached resolution adopting the updated Operating Policies and Procedures for Ravenswood Mansion.

**Previous Commission Action**

Resolution 2017-82- Approval of Updated Operating Policies and Procedures for Ravenswood Mansion which included price adjustments to increase business. Since 2017, sales at Ravenswood Mansion have increased 120%.

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**Fiscal Impact**

**Attachments**

Resolution 2019-95

Ravenswood General Policies and Procedures

Ravenswood Business Meeting Policies

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**RESOLUTION 2019-95**

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

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

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

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

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

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

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
Rhea E. Little, III

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

\_\_\_\_\_  
Holly Earls

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

\_\_\_\_\_  
Kristen L. Corn

# **Ravenswood Mansion Rental Agreement**

## **General Policies and Procedures**

### **EVENT RENTAL COST**

- Monday – Thursday: 9:00am – 5:00pm.....\$500.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,000.00
- Friday: 9:00am-11:00pm.....**\$2,500.00**
- Saturday: 9:00am – 11:00pm..... \$3,500.00
- Sunday: 9:00am-11:00pm.....\$2,500.00

### **ADDITIONAL FEES**

Cleaning Fee: \$225

Audio/Visual Projector or TV Rental Available: \$100

### **BUNDLE OPTIONS**

- **Wedding Bundle:** At the time of booking a Saturday wedding Client may bundle a Friday date, if available, for a special rate of \$1,500 in addition to their Saturday Rental. Subject to availability.
- **Day Before Access:** Within 14 days of their event, Client may book day-before access for early set up, storage, and/or rehearsal. The fee is \$400 and includes four consecutive hours of access between 9:00am and 5:00pm on the day prior to their event, subject to availability.

### **SEASONAL DISCOUNTS**

Available in January, February, March, and August. Prices are as follows:

- Monday – Thursday: 9:00am – 5:00pm.....\$500.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$650.00
- Friday: 9:00am – 11:00pm.....**\$2,000.00**
- Saturday: 9:00am – 11:00pm.....**\$2,500.00**
- Sunday: 9:00am – 11:00pm.....**\$2,000.00**

### **WINTER INDOOR EVENTS**

- Friday, Saturday, or Sunday 9:00am-11:00pm ..... \$1,500.00
  - Available December 1 – March 20
  - Limited to maximum of 50 guests.

### **SPECIAL PRICING**

- **Additional Hours:** Additional hours may be added on the day of a Client's rental to allow earlier access to the venue beginning no earlier than 7:00am. This rate is determined by dividing the full price venue rental fee in which the requested time falls into an hourly rate.
- **Hourly Rate:** The Event Venue Manager may grant Client special hourly rates **on any available dates provided the dates are not already booked 14 days out.** The hourly rate is determined by dividing the full venue rental price by the number of hours specified. A

minimum of three hours is required and no more than six hours may be rented with this rate.

- **Bundle Rate:** At the time of booking a Saturday wedding, Client may bundle a Friday date, if available, for a special rate of \$1,500 in addition to their Saturday rental.
- **30 Day out Rate:** Unreserved dates (weekend days: Friday, Saturday and Sunday) may be booked within 30 days of an event for 50% of the regular rental rate.
- **Weekday Photography Pricing:** The interior of the Mansion may be accessed for photography needs at a rate of \$50/hour. This pricing is available on general tour dates and does not grant Client exclusive access to the Mansion. Event Venue Manager may have tours or other meetings at the Mansion during that time but will put forth every effort to minimize distractions to Client. No minimum hours are required.

## **CAPACITY**

- **Inside:**
  - The first floor is designed to accommodate up to 80 persons for a seated dinner. For a standing reception event, the Mansion will accommodate 150 persons.
  - The second floor provides a changing room for use during weddings for the bride and groom. A restroom is also available on the second floor.
  - Because the Mansion is divided into rooms, an inside wedding ceremony would be limited to a small group (no more than 40) in order for everyone to be able to witness the ceremony.
- **Outside:**
  - When using a tent, the maximum number of guests allowed on property is 300. Outdoor ceremonies are held on a lawn or on the front porch.
  - Our 40'x90' patio comfortably seats up to 250 guests.

## **RESERVATION POLICY**

- Individual dates can be booked up to 18 months in advance.
- To reserve a specific date, please view the Ravenswood Mansion calendar for availability. If the date is available, send an email **requesting to book the date to: [ravenswoodmansion@brentwoodtn.gov](mailto:ravenswoodmansion@brentwoodtn.gov)**. **An electronic contract will be sent at that time and the Client will have up to 72 hours to complete the contract.**
- The reservation will be secured upon receipt of the signed Rental Contract and required rental fee (50% of rental fee if more than six months out, full rental fee is less than six months). Checks, cash or credit card payments are accepted. Credit card authorizations require an additional transaction fee. Checks should be made payable to City of Brentwood and can be mailed to City of Brentwood, Attention: Ravenswood Mansion, P.O. Box 788, Brentwood, TN 37024-0788.
- The balance of the rental fee, and the flat rate cleaning fee (\$225) are due six months prior to the event. Failure to meet this payment schedule will put Client's account on hold for seven days, at which time the Event Venue Manager will send a notice to Client requiring immediate action. If payment is not received within seven days of notice given, the event will be cancelled with no refunds given.

## **CANCELLATION POLICY**

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

### **RESCHEDULING POLICY**

- If Client requests to reschedule, Client may NOT select a new date more than 12 months from the original event date. New date requests must be made in writing to the Event Venue Manager, preferably by email to [ravenswoodmansion@brentwoodtn.gov](mailto:ravenswoodmansion@brentwoodtn.gov).
- **More than 180 Days:**
  - If Client requests to reschedule the original date of their event more than 180 days prior to the original event date, prior payments made may be applied to the new event date and no penalties for the change will be required.
  - Should Client choose a new date that for which the booking fee is less than that of their original date, the City will return the difference in balance.
- **90 Days to 180 Days:**
  - If Client requests to reschedule the original date of their event, and there are fewer than 180 days, but more than 90 days before the original event date, 85% of payments made, and the cleaning fee may be applied to the new date. A change fee of 15% of the *original contract* will be due to finalize the new date, regardless of the cost of the new date.
  - Should Client choose a new date for which the booking fee is less than that of their original date, the client shall not receive any refunds for a difference in balance.
- **Less Than 90 Days:**
  - Any rescheduled dates less than 90 days before the event will be considered a cancellation and Client will forfeit all funds associated with the account and will require a new booking with new payments for any future events.
- Should Client choose a new date that is more expensive than their original date, the client will be required to pay any additional rental fees associated with the new date, as well as the change fee, if applicable, regardless of when the request to reschedule is made.
- Only one date change is permitted per booking. If Client reschedules a date and then subsequently cancels the contract, Client shall receive no refund for the cancellation.

### **PERSONAL ITEMS**

- All personal items must be delivered and picked up within the confines of the rental period, unless prior arrangements have been made. The City of Brentwood is not responsible for personal items. Client will be billed \$200 for any items left inside the Mansion past the allotted rental period.

### **VENDOR RENTAL ITEMS**

- **Insurance:**
  - Client may use any *licensed and insured* vendor for the rental of tables, chairs, linens, china, etc. The rental list must be submitted to the Venue Manager four weeks prior to the event.
  - The City requires rental companies to have a \$1,000,000 liability insurance policy. License and insurance information for tenting companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- **Set up/Tear Down:**
  - The City **does NOT** provide setup or teardown of vendor rental items for Client's event.
- **Delivery/Pick Up:**
  - Rentals must be delivered within the confines of the rental period.
  - Rentals may be picked up the day following the event provided there are no other events scheduled. If another event is scheduled, the rentals must be picked up and off property no later than 9:00am.
  - Client will be billed \$500 when rentals remain on property past their designated time.
  - All rentals contracts are between the Client and their chosen rental company. The City, their Event Manager, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in pickup or delivery from property.
  - Client is responsible for ensuring that rentals vendors are aware of the City's policies on using rentals, delivery procedures, and pick-up timing.
  - Rental companies may not drive in the grass for any reason to reach desired event area.

### **VENUE RENTAL ITEMS**

- **Rentals:**
  - Ravenswood Mansion currently has a limited number of rental items for Client's use. Client will be provided with a rentals catalog detailing the available rentals and quantities. These items are included in the rental fee and are not a separate charge.
    - Because damage may occur at any point in time, the City does not guarantee the quality or quantity of any items in its inventory of tables and chairs. Should damage occur to any of the City's rental items, the City is not guaranteed to be able to replace any of their items prior to the next event.
- **Setup/Teardown:**



- The City **does NOT** provide setup or teardown of any of their items for Client's event.
- IF a Client has over 50 guests at an event, they are *required* to contract a licensed and insured industry professional to do all setup and teardown of the City's rental items.
- IF Client has less than 50 guests at an event, they may choose to set up and tear down the City's rental items themselves within their rental period. Client may also choose to have an industry professional do the setup and teardown on their behalf.
  - Any events with less than 50 guests who choose to set up/tear down rental items themselves, will be billed \$200 for misuse of the City's property if the City finds that rentals have been improperly torn down and stored in the Carriage House.
- All Ravenswood rental items must go back in the Carriage House before the conclusion of the Client's event, unless prior approval to leave items out has been given in writing by the Event Venue Manager.

## **TENTS**

- **Insurance:**
  - Client may use any *licensed and insured* commercial tent company they choose. The tenting contract must be submitted to the Event Venue Manager four weeks prior to the event.
  - The City requires the tenting company to have a \$1,000,000 insurance policy. License and insurance information for tenting companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- **Setup/Teardown:**
  - Tents are only allowed on the grounds in designated areas. *These areas include the 40x90 patio, covering the patio walkway, or the back lawn. No tents may be set up in front of the Mansion.*
  - *The 40x90 patio is designed to fit frame tents that are 40' wide and any increments of 10' long up to 90', or the full length of the patio.*
  - *Tents may be staked for support under the guidelines that stakes may be placed no less than three feet from the patio.*
  - *Tenting may only run off the patio area if approved by the Event Venue Manager.*
  - Tenting companies are responsible for all supplying, erecting, and removal of tents. Tents must be constructed of fire-retardant material and meet all guidelines established by the fire marshal.
  - The City is not responsible for the tent nor items set up under or around the tent. Client will be responsible for any damage to the grounds resulting from the installation, use, and removal of the tent structure.
  - Tents must be set up within the confines of the rental period, beginning no earlier than 9:00am.
  - With prior approval, tents may be torn down the day following the event provided there are no other events scheduled. If another event is scheduled, the tent must be torn down and removed from the property no later than 9:00am.
  - *Client will be billed \$500 when tents remain on property past their designated time.*

- Tenting companies may not drive in the grass for any reason to reach desired tenting area.
- All tenting contracts are between the Client and their chosen tenting company. The City, its Event Manager, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in erecting or removing tenting from property.
- Client is responsible for ensuring that tenting vendors are aware of the City's policies delivery and pickup timing.
- **Tent Sharing:**
  - Clients may share a tent with any other adjacent events upon approval from the Event Venue Manager. A share plan, including delivery/pickup times must be submitted to the City within two weeks of the event and must be signed by both the contracting parties, as well as the planners, from each event.

## **CATERING**

- **Insurance:**
  - Client may use any *licensed and insured* catering service of their choice.
  - All caterers must carry \$1,000,000 in general liability insurance and provide the Event Venue Manager with a certificate of insurance four weeks prior to the event.
- **Kitchen Equipment:**
  - The Ravenswood kitchen is equipped with a standard refrigerator/freezer, hot box, microwave, and icemaker. The icemaker is equipped to *typically* handle weddings of 100 or less. For weddings of any size, if Client plans to be icing down an extraordinary amount of beverages (including kegs, large quantities of alcohol, etc.), Client should be prepared to provide additional ice. Any weddings with a guest count above 100 should also be prepared to provide additional ice.
- **Requirements:**
  - A minimum of one catering staff member must remain on site through the duration of your food service. Catering may not be dropped on site and left unattended by catering company. Client's licensed caterer must remain in charge of all food through the duration of the event.
  - Caterers are required to do all setup, teardown, and cleanup of all food-related items, regardless of event size. All caterers must check out with the Event Representative on site during an event prior to their departure.
  - Ice must be disposed in the kitchen sink and not in/on the yard/grounds of the Mansion.
- **Catering Trash:**
  - Caterers and/or Client are responsible for cleaning the space they use and returning it to the condition in which it was found.
  - The City will supply a limited number of trash cans for Client to dispose of their trash at the conclusion of their event.
  - All trash must be in tied trash bags and placed in the containers inside the black fenced area at the rear of the Mansion. Any trash that does not fit within the provided containers must be taken with the Client at the events conclusion for disposal.

- Client will be billed \$100 if they improperly dispose of their trash either inside or outside. This additional cost is used to offset the additional labor the City must provide to dispose of Client's trash.
- **Food Trucks:**
  - Food trucks are allowed in designated areas only on the driveway. All food trucks must have a mobile food vendor permit issued by the City of Brentwood.

## **ALCOHOL**

- **Licensing and Insurance:**
  - Alcoholic beverages (including but not limited to beer, wine, liquor, and/or champagne toasts) may be served only by bartender(s) licensed by the Tennessee Alcoholic Beverage Commission. A copy of the bartender's ABC license must be on file four weeks prior to the event.
  - In addition to the ABC license(s), Client must obtain a host liquor liability insurance policy, which is required to be on file with the City four weeks prior to the event.
- **Consumption Requirements:**
  - All consumption of alcohol in dressing areas must end once event begins.
  - All alcohol must be packed away prior to the bartender departure. No alcohol may be consumed once the licensed bartender has left.
  - All alcohol consumption must end no later than 30 minutes prior to anticipated guest departure.
  - Should alcohol-related issues arise, the Event Venue Representative has the right to request assistance from the Brentwood Police Department in resolving alcohol-related conflict.

## **LIGHTING**

- **Inside:**
  - The Mansion has adequate lighting for inside events. If Client would like to add additional lighting inside, any requests must be submitted in writing to the Event Venue Manager.
- **Porches:**
  - All porches have traditional canned lights, which may be turned on for events. These lights are not on dimmers and must be used as is.
- **Outside:**
  - *The Mansion* has traditional flood lights on its corners, as well as a few tree spotlights. Lights for the patio area are not provided. Any additional lighting for outside is the Client's responsibility to acquire.
  - *The grounds* have pathway lights to allow for easy viewing of sidewalks.

## **POWER**

- Ravenswood has 11 circuits of power total in the reception area.
- There are three circuits dedicated to only event power.
- If Client requires more power, they will need to seek additional power sources.

## **INSURANCE**

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

## **MUSIC & DANCING**

- **Outside:**
  - *All outdoor music must cease at 10:00pm* to comply with the City of Brentwood's noise ordinance. No exceptions to this will be made.
  - Outdoor music on the Mansion grounds must never exceed 70 decibels.
- **Inside:**
  - To prevent damage to the original wood floors, no dancing, or bands are allowed inside the Mansion.

## **DECORATIONS**

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

## **CANDLES/FIRE**

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

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

### **PHOTOGRAPHY**

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

### **WEDDING REHEARSAL**

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

### **PLANNER/CONSULTANT**

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

### **SMOKING AND SUBSTANCES**

- Smoking of any kind is prohibited inside the Mansion and on the porches at any time. Electric cigarettes are also prohibited inside the Mansion and on the porches.

- Illegal substances (e.g. marijuana, cocaine) are strictly prohibited on the Ravenswood Mansion property. The user(s) of said substances are required to leave property immediately.

### **CLEAN UP POLICY**

- Client shall pay a flat rate cleaning fee of \$225 with their final balance payment, due six months prior to the event. This cleaning fee covers the cost cleaning of the Mansion in preparation for the next event. This fee does not cover trash removal, removal of personal items and décor, and/or removal of rental items, which are Client's responsibility.
- Client and their representatives shall be responsible for collecting and removing all trash at the conclusion of event. Trash bags must be  **tied**  and placed in the trash cans provided in the black fenced area at the rear of the Mansion.
- A trash receptacle and trash bags will be furnished for Client.
- All decorations, equipment, and any other personal or rental items must be removed from the Mansion/grounds at the conclusion of the event.
- Any items remaining when the City's cleaning service arrives will be discarded unless prior arrangements have been made.
- The Client is responsible for returning the grounds and facility to the condition in which they were found. All items that are property of the Ravenswood Mansion are to be returned to the designated storage areas,  **unless prior arrangements have been made and approval has been given at the discretion of the Event Venue Manager. In no event will the City be liable for the loss or damage of items left out overnight.**

### **GROUNDS**

- As a historical property, Ravenswood Mansion is occasionally undergoing upgrades, renovations, and repair. The City cannot guarantee the conditions of the property will match those of previous visits by Client, though every effort will be made to minimize disruptions. If for some reason the property is compromised in an unexpected way (i.e. acts of god, fire, tornado), and is not suitable to host the event, the City reserves the right to cancel. All money paid by Client and received by the City will be returned in full.
- The Client acknowledges that Smith Park is an active recreational park within the City of Brentwood. This park may have various sports and other activities happening all seven days of the week throughout the year.

### **PARKING**

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

### **MANSION**

- **The front staircase may be used to access the dressing rooms upstairs. No more than TWO people at a time are allowed on the staircase for any reason. The staircase shall be blocked**

off at the start of the event and all guests and/or Clients will be required to use the back staircase through duration of event.

- Damage to the Mansion, furnishings, or other items must be reported in writing to the Event Representative immediately; any damage will be billed to the Client.
- Movement of furniture must be kept to a minimum. If two or more people are required to lift a piece of furniture, it may not be moved by Client or Client representatives. Any furniture moved for an event must be returned to its original placement before the conclusion of the event. Any damage to the furniture or floors from Client event will be billed to the Client.
  - Inside furniture may not be brought outside under any circumstance.

### **RENTAL PERIOD**

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

### **ANIMALS**

- Pets are permitted in wedding ceremonies and other special events **with prior notice** given to and approved by the Event Venue Manager. Pets must have a handler and be leashed at all times. All pet waste must be removed and properly disposed of in the trash. Pets are not allowed inside any buildings at any time.
- Larger animals and/or livestock must be approved by the Event Venue Manager. If approval is given, the animal must be supplied by a licensed and insured vendor/handler. The vendor/handler must stay with the animal at all times. At no time will the animal be allowed inside the Mansion or on the porches. All items related to the animal, including animal waste, must be removed and properly disposed of in the designated trash area. Trailers are not permitted to drive and/or park on the grass. **Please note: not all requests for animals will be granted, and approval is given at the discretion of the Event Venue Manager on a case by case basis.**

### **ADDITIONAL REQUIRED DOCUMENTS**

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

### **FINAL EVENT PLANS**

- The following are required documents to be submitted to the City no less than four weeks prior to a Client's event:
  - Certificate of Liability Insurance

- Host Liquor Insurance, if applicable
- A copy of the bartender's ABC License, if applicable
- Vendor Questionnaire
- Tenting Certificate of Insurance
- Rentals Certificate of Insurance
- A reminder and request for documents will be sent to the Client six weeks prior to the event.

### **SUMMARY OF FEES**

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

### **ENFORCEMENT**

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



# **Ravenswood Mansion**

## **Business Meeting Policies and Procedures**

### **BUSINESS MEETING RENTAL COST**

- Monday – Thursday: 8:00am – 5:00pm.....\$500.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$1,000.00
- Friday: 9:00am-11:00pm..... \$2,500.00
- Saturday: 9:00am – 11:00pm..... \$3,500.00
- Sunday: 9:00am-11:00pm.....\$2,500.00

### **DISCOUNTS**

\*Seasonal Discounts offered January, February, March, and August. Prices are as follows:

- Monday – Thursday: 5:00pm – 11:00pm..... \$650.00
- Friday: 9:00am – 11:00pm.....\$2,000.00
- Saturday: 9:00am – 11:00pm.....\$2,500.00
- Sunday: 9:00am – 11:00pm.....\$2,000.00

### **ADDITIONAL FEES**

Audio/Visual Projector or TV Rental available for \$100

### **SPECIAL PRICING**

- **Additional Hours:** Additional hours may be added on the day of Client's rental to allow earlier access to the venue beginning no earlier than 7:00am. This rate is determined by dividing the full price venue rental fee in which the requested time falls into an hourly rate.
- **Hourly Rate:** The Event Venue Manager may give Client special hourly rates on any available dates provided the dates are not booked 14 days out. The hourly rate is determined by dividing the full venue rental price by the number of hours specified. A minimum of three hours is required and no more than six hours may be rented with this rate.
- **30 Day out Rate:** Unreserved dates (weekend days: Friday, Saturday and Sunday) may be booked within 30 days of an event for 50% of the regular rental rate.

### **CAPACITY**

- **Inside:**
  - Due to the historic nature of the Mansion, business meetings are restricted to no more than 50.

### **USAGE OF FACILITY**

- **Business Events:**
  - For business meetings the first floor has three rooms that may be used.
    - Library capacity – 40
    - Dining room capacity – 30
    - Parlor room capacity - 30
  - Business meetings have use of all downstairs rooms, restrooms, and the kitchen.

- Business meetings may use the upstairs dressing areas for breakout sessions only, but no food or beverage may be brought in those areas.

### **RESERVATION POLICY**

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

### **CANCELLATION POLICY**

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

### **RESCHEDULING POLICY**

- If Client requests to reschedule, Client may NOT select a new date more than 12 months from the original event date. New date requests must be made in writing to the Event Venue Manager, preferably by email to [ravenswoodmansion@brentwoodtn.gov](mailto:ravenswoodmansion@brentwoodtn.gov).
- **More than 180 Days:**

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

### **PERSONAL ITEMS**

- All personal items must be delivered and picked up within the confines of the rental period, unless prior arrangements have been made. The City of Brentwood is not responsible for personal items. Client will be billed \$200 for any items left inside the Mansion past the allotted rental period.

### **VENUE RENTAL ITEMS**

- **Rentals:**
  - Tables: Business meetings have use of the 60” round, 6’ and 8’ tables.
  - Chairs: up to 50 white garden chairs may also be used.
  - These items are included in the rental fee and are not a separate charge.
  - NOTE: The City does not guarantee the quality or quantity of any items in the rental inventory. Should damage occur to any of the City’s rental items, the City is not guaranteed to be able to replace any of their items prior to the next event.
- **Setup/Teardown:**
  - *The City does not provide setup or teardown of any rental items for Client’s event.*
  - Client is responsible for all set up and teardown of Ravenswood Mansion’s rental items within their contracted rental period.
    - Client will billed \$200 for misuse of the City’s property if the City finds that rentals have been improperly torn down and stored in the Carriage House.

## **VENDOR RENTAL ITEMS**

- Business meetings are prohibited from having rental items delivered.

## **TENTS**

- Business meetings are prohibited from using tents.

## **CATERING**

- Business meetings have use of the catering kitchen on the first floor.
- Clients may have food dropped on site in the form of boxed lunches, or pre-prepared food.
- Kitchen Equipment
  - The Ravenswood kitchen is equipped with a standard refrigerator/freezer, hot box, microwave, and icemaker.
- **Catering Trash:**
  - Caterers and/or Client are responsible for cleaning the space they use and returning it to the condition in which it was found.
  - The City will supply a limited number of trash cans for Client to dispose of their trash at the conclusion of their event.
  - All trash must be in tied trash bags and placed in the containers inside the black fenced area at the rear of the Mansion. Any trash that does not fit within the provided containers must be taken with the Client at the conclusion of the rental period for disposal.
  - Clients will be billed \$100 if they improperly dispose of their trash either inside or outside. This additional cost is used to offset the additional labor the City must provide to dispose of Client's trash.

## **ALCOHOL**

- Alcohol consumption is prohibited with business meeting rentals. If alcohol is desired at a business meeting Client will need to reserve a rental pursuant to the Ravenswood Mansion Rental Agreement/General Policies and Procedures.

## **LIGHTING**

- **Inside:**
  - The Mansion has adequate lighting for inside events. If Client would like to add additional lighting inside, any requests must be submitted in writing to the Event Venue Manager.

## **PARKING**

- Parking is available in the adjacent parking lots.
- The driveway is only for vendor load in/load out or drop off of guests.
- Clients, vendors, and/or guests may not park or drive on the grass for any reason.

## **DECORATIONS**

- Client shall be responsible for all decorations for the event.
- Signs, banners, floral arrangements, lighting, or any other decorations may **not** be taped, nailed, stapled, or otherwise fastened to the property. No adhesives of any kind are allowed. No holes may be drilled or punched anywhere on the property.

- All decorations must be removed, without leaving damage, prior to the contracted end time of the Client's event.
- No loose glitter, confetti, fake flower petals, or any other materials prohibited by the Event Venue Manager may be used at any time.

### **CANDLES/FIRE**

- Candles are prohibited at business meeting rentals

### **SMOKING AND SUBSTANCES**

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

### **CLEAN UP POLICY**

- Client and their representatives shall be responsible for collecting and removing all trash at the conclusion of event. Trash bags must be **tied** and placed in the trash cans provided in the black fenced area at the rear of the Mansion.
- A trash receptacle and trash bags will be furnished for Client.
- All decorations, equipment, and any other personal or rental items must be removed from the Mansion/grounds at the conclusion of the meeting rental time.
- The Client is responsible for returning the grounds and facility to the condition in which they were found. All items that are property of the Ravenswood Mansion are to be returned to the designated storage areas, **unless prior arrangements have been made and approval has been given at the discretion of the Event Venue Manager.**

### **GROUND**

- As a historical property, Ravenswood Mansion is occasionally undergoing upgrades, renovations, and repair. The City cannot guarantee the conditions of the property will match those of previous visits by Client, though every effort will be made to minimize disruptions. If for some reason the property is compromised in an unexpected way (i.e. acts of God, fire, tornado), and is not suitable to host the event, the City reserves the right to cancel. All money paid by Client and received by the City will be returned in full.
- The Client acknowledges that Smith Park is an active recreational park within the City of Brentwood. This park may have various sports and other activities happening all seven days of the week throughout the year.

### **MANSION**

- The front staircase may be used to access the upstairs areas for break-out sessions only. No more than TWO people at a time are allowed on the staircase for any reason.
- Damage to the Mansion, furnishings, or other items must be reported in writing to the Event Representative immediately; **any damage will be billed to the Client.**
- Movement of furniture must be kept to a minimum. If two or more people are required to lift a piece of furniture, it may not be moved by Client or Client representatives. Any furniture moved for a meeting rental must be returned to its original placement before the

conclusion of the event. Any damage to the furniture or floors from Client's rental will be billed to the Client.

- Inside furniture may not be brought outside under any circumstance.

### **RENTAL PERIOD**

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

### **ADDITIONAL REQUIRED DOCUMENTS:**

- Business meetings will be required to submit a Final Questionnaire prior to their meeting at Ravenswood Mansion. Clients are required to submit this questionnaire back to the City in a timely manner.

### **SUMMARY OF FEES**

- Client's failure to comply with the policies listed above will result in the City seeking recovery of its costs as outlined below. Client is responsible for returning the grounds and facility to the condition in which they were found. Any damage to the property, over what is listed below, will be billed to the Client.
  - Personal items remaining on property past rental period - **\$200**
  - Ravenswood Mansion rentals being improperly set up or torn down - **\$200**
  - Improperly disposing of all trash - **\$100**
  - Failing to exit the Mansion by the end of contract - **\$100 per five minutes remaining on site past end of rental time**

### **ENFORCEMENT**

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

**Brentwood City Commission Agenda****Meeting Date:** 10/28/2019

Resolution 2019-96 - Approval of Updated Policies and Procedures for the Cool Springs House

**Submitted by:** Deanna Lambert, Community Relations**Department:** Community Relations**Information****Subject**

Resolution 2019-96 - Approval of Updated Policies and Procedures for the Cool Springs House

**Background**

Since 1994, the City of Brentwood has owned and operated the Cool Springs House located in Crockett Park as a rental space for weddings, social events, and business meetings. When the City opened the home to rentals, it adopted policies and procedures to assist staff with operating the facility. Those policies were then updated in 2013 and more recently in 2017. Since the last update, the number of rentals at the Cool Springs House has increased by nearly 70%. Staff recently reviewed and compared rates and general policies to other comparable venues in Middle Tennessee to ensure the City is operating the home in the most efficient and effective manner possible.

Proposed changes include modifications to the rental rates, cancellation and rescheduling policies, wedding planner requirements, and limitations on how the house and grounds may be used. The major changes proposed are summarized as follows:

	<b>CURRENT</b>	<b>PROPOSED</b>
<b>Rates</b>		
Friday, Saturday, Sunday, 9a - 11p	\$850	\$950
Seasonal: Friday, Saturday, Sunday, 9a - 11p	\$750	\$850
Additional Hours for Early Access	- None -	Hourly
Special Weekday Hourly Rate When Not Booked 14 Days Out	- None -	Hourly
<b>Cancellations - Refunds</b>		
More than 180 days from event date	100% refund	50% refund
Between 180 days and 90 days from event date	If rebooked, refund value of new booking only	25% refund
Less than 90 days	If rebooked, refund value of new booking only	No Refund
<b>Rescheduling of Dates</b>		

Between 180 days and 90 days from event date	No Rescheduling Fee	15% Rescheduling Fee
	Off-peak rebooking only; within 12 months only	Any date within 12 months
<b>Policies</b>		
Refundable Security Deposit	\$1,000 deposit required	No deposit required. Damages billed to client per contract.

Rate changes reflect increased demand for weekend peak and off-peak seasonal rentals, early access for renters, and special hourly rates for late booking short-term events. Changes to the cancellation policies are due to the large amount of customer service hours spent on each client prior to cancellations, for which the current policy provides no compensation to the City. Other fees were added for situations where the house is not vacated properly at the end of the rental period (tents or vendor rentals left in place, personal items left at the house, improper setup/teardown of CSH rental items, etc.). These situations often require additional manpower to remedy and can adversely affect the events that follow.

Some of the more minor modifications to the policies include provisions for tent sharing among renters, consumption of alcohol in dressing areas, large animal restrictions, and limitations on how the house and its furniture may be used.

Staff proposes to use a separate policies and procedures guideline for business meeting event rentals since there are different requirements. Additions to these guidelines include: eliminating the cleaning fee since renters are only allowed in the designated areas; providing that business rentals include an extra hour on the rental timeline for no additional fee; more clearly explaining the usage of the facility and venue rental items; and clarifying that no alcohol may be consumed at a business meeting. In the event a business wanted to book and consume alcohol, the client would need to book an event rental and would be required to sign our general policies and procedures for events.

All suggested edits are highlighted in red on the attachments to this resolution. Please contact the Community Relations Director or Assistant City Manager with any questions

#### **Staff Recommendation**

Staff recommends approval of the attached resolution adopting the updated Operating Policies and Procedures for the Cool Springs House.

#### **Previous Commission Action**

Approval of Updated Operating Policies and Procedures for the Cool Springs House in 2017 and 2013.

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#### **Fiscal Impact**

#### **Attachments**

Resolution 2019-96  
CSH Policies and Procedures  
CSH Business Meeting Policies





**RESOLUTION 2019-96**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE  
TO ADOPT NEW GUIDELINES AND POLICIES FOR USE OF  
THE COOL SPRINGS HOUSE IN CROCKETT PARK**

**WHEREAS**, the Cool Springs House at Crockett Park is used by the public for meetings, social functions and other activities and events; and

**WHEREAS**, the Board of Commissioners desires to adopt new guidelines and policies for the use of the Cool Springs House.

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

**SECTION 1.** That the guidelines and policies for the use of the Cool Springs House, which are attached hereto as Exhibit A are hereby adopted.

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

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

\_\_\_\_\_  
MAYOR Rhea E. Little, III

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER Holly Earls

\_\_\_\_\_  
CITY ATTORNEY Kristen L. Corn

# Cool Springs House Rental Agreement

## General Policies and Procedures

### EVENT RENTAL COST

- Monday –Thursday: 9:00am – 5:00pm..... \$350.00
- Monday–Thursday: 5:00pm – 11:00pm..... \$500.00
- Friday, Saturday or Sunday: 9:00am – 11:00pm..... **\$950.00**

### ADDITIONAL FEES

Cleaning Fee: \$200

Audio/Visual Projector Rental Available: \$100

### BUNDLE OPTIONS

- **Wedding Bundle:** At the time of booking a Saturday wedding, Client may bundle a Friday date, if available, for a special rate of \$650.00 in addition to their Saturday rental.
- **Day Before Access:** Within 14 days of their event, Client may book day-before access for early set up, storage, and/or rehearsal. The fee is \$250.00 and includes four consecutive hours of access between 9:00am and 5:00pm on the day prior to their event, subject to availability.

### SEASONAL DISCOUNTS

Available in January, February, and March. Prices are as follows:

- Monday –Thursday 8:00am – 5:00pm..... \$300.00
- Monday–Thursday 5:00pm – 11:00pm..... \$450.00
- **Friday, Saturday or Sunday 9:00am – 11:00pm..... \$850.00**

### SPECIAL PRICING:

- **Additional Hours:** Additional hours may be added on the day of a Client's rental to allow earlier access to the venue beginning no earlier than 7:00am. This rate is determined by dividing the full price venue rental fee in which the requested time falls into an hourly rate.
- **Hourly Rate:** The Event Venue Manager may grant Client special hourly rates on any available dates provided the dates are not booked 14 days out. The hourly rate is determined by dividing the full venue rental price by the number of hours specified. A minimum of three hours is required and no more than six hours may be rented with this rate.
- **30 Day out Rate:** Unreserved dates (weekend days: Friday, Saturday and Sunday) may be booked within 30 days of an event for 50% of the regular rental rate.

### CAPACITY

- **Inside:**
  - The first floor will accommodate 75 persons for a seated dinner. For a standing reception event, the House will accommodate 100 persons.
  - The second floor provides a changing room for use by the bride during wedding rentals. A restroom is also available on the second floor.

- Because the House is divided into rooms, an inside wedding ceremony is limited to a small group (approximately 40 in a single room) for everyone to be able to witness the ceremony.
- **Outside:**
  - When using a tent, the maximum number of guests allowed on property is 250. Outdoor ceremonies are held on the lawn or on the front porch.

### **RESERVATION POLICY**

- Individual dates can be booked up to 18 months in advance.
- To reserve a specific date, please view the Cool Springs House calendar for availability. If the date is available, send an email requesting to book the date to: [csb@brentwoodtn.gov](mailto:csb@brentwoodtn.gov). **An electronic Rental Contract will be sent at that time, and the Client will have up to 72 hours to complete and return the Rental Contract, or the date will be released.**
- The reservation will be secured upon receipt of the signed Rental Contract and required rental fee (50% of rental fee if the reservation date is more than six months out; full rental fee if the reservation date is within less than six months). Checks, cash or credit card payments are accepted. Credit card authorizations require an additional transaction fee. Checks should be made payable to City of Brentwood and can be mailed to City of Brentwood, Attention: Cool Springs House, P.O. Box 788, Brentwood, TN 37024-0788.
- The balance of the rental fee and the flat rate cleaning fee of \$200.00 are due six months prior to the event.
- If this payment schedule is not met, the Event Venue Manager will send an email notice to the Client (at the email address provided by the Client in the booking contract) requiring immediate action. If payment is not received with seven days of notice given, the event reservation will be cancelled with no refunds given.

### **CANCELLATION POLICY**

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

### **RESCHEDULING POLICY**

- If Client requests to reschedule, Client may NOT select a new date more than 12 months from the original event date. New date requests must be made in writing to the Event Venue Manager, preferably by email to [esh@brentwoodtn.gov](mailto:esh@brentwoodtn.gov).
- **More Than 180 Days:**
  - If Client requests to reschedule the original date of their event more than 180 days prior to the original event date, prior payments made may be applied to the new event date and no penalties for the change will be required.
  - Should Client choose a new date for which the booking fee is less than the original date, the City will return the difference in balance.
- **90 Days to 180 Days:**
  - If Client requests to reschedule the original date of their event, and there are fewer than 180 days, but more than 90 days before the original event date, 85% of payments made, and the cleaning fee may be applied to the new date. A change fee of 15% of the *original contract* will be due to finalize the new date, regardless of the cost of the new date.
  - Should Client choose a new date for which the booking fee is less than the than their original date, the client shall not receive any refunds for a difference in balance.
- **Less Than 90 Days:**
  - Any rescheduled dates less than 90 days before the event will be considered a cancellation and Client will forfeit all funds associated with the account and will require a new booking with new payments for any future events.
- Should Client choose a new date that is more expensive than their original date, the client will be required to pay any additional rental fees associated with the new date, as well as the change fee, if applicable, regardless of when the request to reschedule is made.
- Only one date change is permitted per booking. If Client reschedules a date and then subsequently cancels the contract, Client shall receive no refunds for the cancellation.

### **PERSONAL ITEMS**

- All personal items must be delivered and picked up within the confines of the rental period, unless prior arrangements have been made. The City of Brentwood is not responsible for personal items. Client will be billed \$200 for any items left inside the House past the allotted rental period.

### **VENDOR RENTAL ITEMS**

- **Insurance:**
  - Client may use any *licensed and insured* vendor for the rental of tables, chairs, linens, china, etc. The rental list must be submitted to the Event Venue Manager four weeks prior to the event.
  - The City requires rental companies to have a \$1,000,000 liability insurance policy. License and insurance information for tenting companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- **Setup/Teardown:**
  - The City **does NOT** provide setup or teardown of vendor rental items for Client's event.
- **Delivery/Pick Up:**

- Rentals must be delivered within the confines of the rental period.
- Rentals may be picked up no later than the day following the event. If another event is scheduled on that day, the rentals must be picked up and off property no later than 9:00am.
- Client will be billed \$500 when rentals remain on property past their designated time.
- All rentals contracts are between Client and their chosen rental company. The City, its Event Manager, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in pickup or delivery from property.
- Client is responsible for ensuring that rentals vendors are aware of the City's policies on using rentals, delivery procedures, and pickup timing.
- Rental companies may not drive in the grass for any reason to reach desired event area.

### **VENUE RENTAL ITEMS**

- **Rentals:**
  - Cool Springs House currently has a limited number of tables and chairs for Client's use. The use of these tables and chairs is included in the rental fee. All linens must be supplied by Client or rental company.
    - Because damage may occur at any point in time, the City cannot guarantee the quality or quantity of any items in its inventory of tables and chairs. Should damage occur to any of the City's rental items, the City is not guaranteed to be able to replace any of the items prior to the next event.
- **Set up/Teardown:**
  - The City **does NOT** provide set up or teardown/removal of any rental items for Client's event.
  - All Cool Springs House items must go back in the shed before the conclusion of the Client's event, unless prior approval to leave items out has been given in writing by the Event Venue Manager. If Client improperly sets up or tears down the City's rental items, Client will be billed \$200 to account additional required labor in correcting set up or tear down. Any damage found to the City's rentals will be billed to the Client.

### **TENTS**

- **Insurance:**
  - Client may use any *licensed and insured* commercial tent company they choose. The tent contract must be submitted to the Event Venue Manager four weeks prior to the event.
  - The City requires the tent company to have a \$1,000,000 insurance policy. License and insurance information for tent companies must be given to the Event Venue Manager no less than four weeks prior to the event.
- **Setup/Teardown:**
  - Tents are only allowed on the grounds in designated areas. These areas include the brick patio, lawn in front of or to the side of the barn, or the left side of the House over the driveway.

- Tent companies are responsible for all supplying, erecting and removal of tents. Tents must be constructed of fire-retardant material and meet all guidelines established by the fire marshal.
- The City is not responsible for the tent nor items set up under or around the tent. Client will be responsible for any damage to the grounds resulting from the installation, use, and removal of the tent structure.
- Use of any type of flooring must be approved by the Event Venue Manager prior to any contracts being signed with a rental company.
- Tents must be set up within the confines of the rental period, beginning no earlier than 9:00am.
- With prior approval, tents may be removed no later than the day following the event. If another event is scheduled, the tent must be removed from the property no later than 9:00am.
- **Client will be billed \$500 when tents remain on property past their designated time.**
- Tent companies may not drive in the grass for any reason to reach desired tenting area.
- All tent contracts are between Client and their chosen tenting company. The City, the Event Manager, and any Event Representatives are not responsible for any outside vendor errors in timing, efficiency, or delays in erecting or removing tenting from property.
- Client is responsible for ensuring that tenting vendors are aware of the City's policies for delivery and pickup timing.
- **Tent Sharing:**
  - Clients may share a tent with any other adjacent events upon approval from the Event Venue Manager. A share plan, including delivery/pickup times must be submitted to the City within two weeks of the event and must be signed by both the contracting parties, as well as the planners, from each event.

## **CATERING**

- Client may use a catering service of their choice. The City recommends, but does not require, a licensed and insured caterer, as our kitchen is not equipped for food prep, cooking, etc. for large events.
- **Kitchen Equipment:**
  - The Cool Springs House kitchen is equipped with a small refrigerator/freezer, stove/oven, microwave, coffee pots, and small prep table.
  - The freezer does not make ice. Any required must be furnished by Client.
  - The City does not supply pots, pans, flatware, etc. for any cooking on site. Any required must be furnished by Client.
  - The kitchen sink does not have a garbage disposal. No food items or garbage may be put down the drain.
- **Catering Trash:**
  - Caterers and/or Client are responsible for cleaning the space they use and returning it to the condition in which it was found.
  - The City will supply a limited number of trash cans for Client to dispose of their trash at the conclusion of their event.

- All trash must be in **tied** trash bags and placed in the containers inside the fenced area at the rear of the House. Any trash that does not fit within the provided containers must be removed by the Client at the event's conclusion for disposal.
- Trash bags are to be provided by the Client.
- Client will be billed \$100 if they improperly dispose of their trash either inside or outside. This additional cost is used to offset the additional labor the City must provide to dispose of Client's trash.
- **Food Trucks:**
  - Food trucks are allowed in designated areas only on the driveway. All food trucks must have a mobile food vendor permit issued by the City of Brentwood.

## **ALCOHOL**

- **Licensing and Insurance:**
  - Alcoholic beverages (including but not limited to beer, wine, liquor, and/or champagne toasts) may be served only by bartender(s) licensed by the Tennessee Alcoholic Beverage Commission. A copy of the bartender's ABC license must be on file four weeks prior to the event.
  - In addition to the ABC license(s), Client must obtain a host liquor liability insurance policy, which is required to be on file with the City four weeks prior to the event.
- **Consumption Requirements:**
  - All consumption of alcohol in dressing areas must end once event begins.
  - All alcohol must be packed away prior to the bartender departure. No alcohol may be consumed once the licensed bartender has left.
  - All alcohol consumption must end no later than 30 minutes prior to anticipated guest departure.

## **LIGHTING**

- **Inside:**
  - The House has standard lighting throughout. If Client would like to add additional lighting inside, any requests must be submitted in writing to the Event Venue Manager.
- **Porches:**
  - All porches have flood lights or lanterns which may be turned on for events. These lights are not on dimmers and must be used as is.
- **Outside:**
  - The House has traditional flood lights on the corners and a spotlight on the barn. There are no lights provided for the reception area. Any additional lighting for outside is Client's responsibility to acquire.

## **POWER**

- The Cool Springs House has three power distribution boxes at three different locations for band/sound and lighting hookups in the designated tent areas.
- If Client requires more than three circuits of power, Client will need to seek additional power sources.



## **INSURANCE**

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

## **MUSIC & DANCING**

- **Outside:**
  - All outdoor music must end at **10:00pm** to comply with the City of Brentwood's noise ordinance. No exceptions will be made.
  - Outdoor music on the House grounds must never exceed 70 decibels.
- **Inside:**
  - To prevent damage to the original wood floors, no dancing or bands are allowed inside the House.

## **DECORATIONS**

- Client shall be responsible for all decorations for the event.
- Signs, banners, floral arrangements, lighting, or any other decorations may **not** be taped, nailed, stapled, or otherwise fastened to the property. No adhesives of any kind are allowed. No holes may be drilled or punched anywhere on the property.
- All decorations must be removed, without leaving damage, prior to the contracted end time of Client's event.
- No loose glitter, confetti, fake flower petals or other materials prohibited by the Event Venue Manager may be used at any time.
- **Approved Send-off Methods:** Bubbles, glow sticks, pom poms, ribbon wands, streamers, or any other preapproved items may be used for send-off methods
- **Prohibited Send-off Methods:** Sparklers, rice, bird seed, flower petals (fake or real), sky lanterns, fireworks, and confetti are strictly prohibited.
- Any additional send-off methods must be approved by the City prior to Client's event.

## **CANDLES/FIRE**

- **Inside:**
  - The use of candles or any type of open flame is strictly prohibited **inside** the House at any time. LED or flameless candles are allowed.
- **Outside:**

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

### **WEDDING REHEARSALS**

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

### **PLANNER/CONSULTANT**

- Client is encouraged to hire an event planner for their special day and all of the activities that surround it. The Event Venue Manager may be consulted about recommended or appropriate uses of the House and grounds for the event but will not serve as the event planner.

### **SMOKING AND SUBSTANCES**

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

### **CLEAN UP POLICY**

- Client shall pay a flat rate cleaning fee of \$200 with their final balance payment, due six months prior to the event. This cleaning fee covers the cost cleaning of the House in preparation for the next event. This fee does not cover trash removal, removal of personal items and décor, and/or removal of rental items, which are Client's responsibility.
- Client and their representatives shall be responsible for collecting and removing all trash at the conclusion of event. Trash bags must be **tied** and placed in the trash cans provided in the black fenced area at the rear of the House.
- A trash receptacle is furnished for Client, but the Client is responsible for bringing their own trash bags.
- All decorations, equipment, and any other personal or rental items must be removed from the House/grounds at the conclusion of the event.
- All doors must be locked at the conclusion of the event, including the shed.
- Ice must be disposed in the kitchen sink and not in/on the yard/grounds of the House.
- Any items remaining when the City's cleaning service arrives will be discarded unless prior arrangements have been made.
- Client is responsible for returning the grounds and facility to the condition in which they were found. All items that are property of the Cool Springs House are to be returned to the designated storage areas, unless prior arrangements have been made and approval has been

given by the Event Venue Manager. In no event will the City be liable for the loss or damage of items left out overnight.

## **GROUNDS**

- As a historical property, The Cool Springs House is occasionally undergoing upgrades, renovations, and repair. The City cannot guarantee the conditions of the property will match those of previous visits by Client, though every effort will be made to minimize disruptions. If for some reason the property is compromised in an unexpected way (e.g., fire, tornado), and is no longer suitable for the event, the City reserves the right to cancel. All money paid by Client to the City will be returned in full.
- Client acknowledges that Crockett Park is an active recreational park within the City of Brentwood. This park may have various sports and athletic activities happening all seven days of the week throughout the year.
- The Client is responsible for returning the grounds and facility to the condition in which they were found.

## **PARKING**

- Parking is available in the parking area behind the House with a walkway leading to the House.
  - While parking is generally available in Crockett Park, should parking become unavailable for an event due to recreational activities in the park, the Event Venue Manager will assist Client in creating an alternate parking plan. The City of Brentwood is not liable for any damage to vehicles due to being left in the park overnight.
- The driveway is for vendor load in/load out or drop-off of guests. Parking in the driveway, in the grass, or on the street is prohibited.
- Clients, vendors, and/or guests may not park or drive on the grass for any reason.

## **HOUSE**

- Damage to the House, furnishings, or other items must be reported in writing to the Event Venue Manager immediately; **any damage will be billed to the Client.**
- **Movement of furniture must be kept to a minimum. If two or more people are required to lift a piece of furniture, it may not be moved by Client or Client representatives. Any furniture moved for an event must be returned to its original placement before the conclusion of the event. Any damage to the furniture or floors from Client event will be billed to the Client.**
  - Client will be billed \$50 per piece of furniture found in the wrong location at the conclusion of their event.
  - Inside furniture may not be brought outside under any circumstance.

## **RENTAL PERIOD**

- Client is required to do all setup and teardown within their contracted rental period.
- **Client must be out of the House no later than the end of their contracted rental time. There will be no grace period for remaining inside. Client will be billed \$100 for every**

**five minutes that they or their guests/representatives remain inside the House past their contract.**

- **In the event City staff is not present at the end of the contracted rental time, staff may rely on photographic or video images to determine the timing of Client departure.**

## **ANIMALS**

- Pets are permitted in wedding ceremonies and other special events **with prior notice** given to and approved by the Event Venue Manager. Pets must have a handler and be leashed at all times. All pet waste must be removed and properly disposed of in the trash. Pets are not allowed inside any buildings at any time.
- Larger animals and/or livestock must be approved by the Event Venue Manager. If approval is given, the animal must be supplied by a licensed and insured vendor/handler. The vendor/handler must stay with the animal at all times. At no time will the animal be allowed inside the House or on the porches. All items related to the animal, including animal waste, must be removed and properly disposed of in the designated trash area. Trailers are not permitted to drive and/or park on the grass. **Please note: not all requests for animals will be granted, and approval is given at the discretion of the Event Venue Manager on a case by case basis.**

## **ADDITIONAL REQUIRED DOCUMENTS**

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

## **FINAL EVENT PLANS**

- The following are required documents to be submitted to the City no less than four weeks prior to Client's event:
  - Certificate of Liability Insurance
  - Host Liquor Insurance, if applicable
  - A copy of the bartender's ABC License, if applicable
  - Vendor Questionnaire
  - Tenting Certificate of Insurance
  - Rentals Certificate of Insurance
- A reminder and request for documents will be sent to Client six weeks prior to the event.

## **SUMMARY OF FEES**

- Client's failure to comply with the policies listed above will result in the City seeking recovery of its costs as outlined below. Client is responsible for returning the grounds and facility to the condition in which they were found. Any damage to the property, over what is listed below, will be billed to the Client.
  - Personal items remaining on property past rental period - **\$200**
  - Cool Springs House rentals being improperly set up or torn down - **\$200**

- Vendor rental items remaining on site past contracted rental period (without prior approval in writing) - **\$500**
- Tents remaining on site past contract rental period (without proper approval in writing) - **\$500**
- Moving furniture without putting it back in the proper location - **\$50/piece of furniture**
- Improperly disposing of all trash - **\$100**
- Failing to exit the House by the end of contract - **\$100 per every five minutes** remaining on site

### **ENFORCEMENT**

- The City Manager or his designee may place additional restrictions or conditions on the use of the City's property. The City Manager may deny use of the House to any user when it is determined to be in the best interest of the City.

# Cool Springs House

## Business Meeting General Policies and Procedures

### **BUSINESS MEETING RENTAL COSTS**

- Monday – Thursday: 8:00am – 5:00pm.....\$300.00
- Monday – Thursday: 5:00pm – 11:00pm..... \$450.00

*\*Business meeting rental means that only the kitchen and the upstairs conference room are used.*

### **ADDITIONAL FEES**

Audio/Visual Projector Rental Available: \$100

### **SPECIAL PRICING:**

- **Additional Hours:** Additional hours may be added on the day of Client's rental to allow earlier access to the venue beginning no earlier than **6:00am**. This rate is determined by dividing the full price venue rental fee **in which the requested time falls** into an hourly rate.
- **Hourly Rate:** The Event Venue Manager may give Client special hourly rates **on any available dates provided the dates are not already booked 14 days out**. The hourly rate is determined by dividing the full venue rental price by the number of hours specified. A minimum of three hours is required and no more than six hours may be rented with this rate.

### **USAGE OF FACILITY**

- **Business Events:**
  - For business meetings the second floor has a spacious conference room with up to **18 conference chairs**. The room can hold up to **25 persons for meetings when additional seating is used**.
  - **Business meetings have use of the conference room, upstairs restroom, upstairs kitchenette, break room, and downstairs kitchen for food storage.**
  - **Other spaces inside the House are prohibited from being used.**

### **RESERVATION POLICY**

- Individual dates can be booked up to 18 months in advance.
- To reserve a specific date, please view the Cool Springs House calendar for availability. If the date is available, send an email requesting to book the date to: [cs@brentwoodtn.gov](mailto:cs@brentwoodtn.gov). **An electronic Rental Contract will be sent at that time, and the Client will have up to 72 hours to complete and return the Rental Contract, or the date will be released.**
- The reservation will be secured upon receipt of the signed Rental Contract and required rental fee (50% of rental fee if the reservation date is more than six months out; full rental fee if the reservation date is within less than six months). Checks, cash or credit card payments are accepted. Credit card authorizations require an additional transaction fee. Checks should be made payable to City of Brentwood and can be mailed to City of Brentwood, Attention: Cool Springs House, P.O. Box 788, Brentwood, TN 37024-0788.
- The balance of the rental fee is due six months prior to the event.

- If this payment schedule is not met, the Event Venue Manager will send an email notice to the Client (at the email address provided by the Client in the booking contract) requiring immediate action. If payment is not received with seven days of notice given, the event reservation will be cancelled with no refunds given.

### **CANCELLATION**

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

### **RESCHEDULING POLICY**

- If Client requests to reschedule, Client may NOT select a new date more than 12 months from the original event date. New date requests must be made in writing to the Event Venue Manager, preferably by email to [cs@brentwoodtn.gov](mailto:cs@brentwoodtn.gov).
- **More Than 180 Days:**
  - If Client requests to reschedule the original date of their event more than 180 days prior to the original event date, prior payments made may be applied to the new event date and no penalties for the change will be required.
  - Should Client choose a new date for which the booking fee is less than the original date, the City will return the difference in balance.
- **90 Days to 180 Days:**
  - If Client requests to reschedule the original date of their event, and there are fewer than 180 days, but more than 90 days before the original event date, 85% of payments made, and the cleaning fee may be applied to the new date. A change fee of 15% of the *original contract* will be due to finalize the new date, regardless of the cost of the new date.
  - Should Client choose a new date for which the booking fee is less than the than their original date, the client shall not receive any refunds for a difference in balance.
- **Less Than 90 Days:**
  - Any rescheduled dates less than 90 days before the event will be considered a cancellation and Client will forfeit all funds associated with the account and will require a new booking with new payments for any future events.

- Should Client choose a new date that is more expensive than their original date, the client will be required to pay any additional rental fees associated with the new date, as well as the change fee, if applicable, regardless of when the request to reschedule is made.
- Only one date change is permitted per booking. If Client reschedules a date and then subsequently cancels the contract, Client shall receive no refunds for the cancellation.

### **PERSONAL ITEMS**

- All personal items must be delivered and picked up within the confines of the rental period, unless prior arrangements have been made. The City of Brentwood is not responsible for personal items. Client will be billed \$200 for any items left inside the House past the allotted rental period.

### **RENTAL ITEMS POLICY**

- Business meetings are prohibited from having rental items delivered, as they are only permitted use of conference room upstairs.

### **TENTS**

- Business meetings are prohibited from using tents, as they are only permitted use of the designed inside areas.

### **CATERING**

- Business meetings have limited use of catering kitchen on the first floor and full access to the kitchenette on the second floor.
- Clients may have food dropped on site in the form of boxed lunches, or pre-prepared food.
- **Kitchen Equipment:**
  - The Cool Springs House kitchen is equipped with a small refrigerator/freezer, stove/oven, microwave, coffee pots, and small prep table.
  - The freezer does not make ice. Any required must be furnished by Client.
  - The City does not supply pots, pans, flatware, etc. for any cooking on site. Any required must be furnished by Client.
  - The kitchen sink does not have a garbage disposal. No food items or garbage may be put down the drain.
- **Kitchenette Equipment:**
  - The Cool Springs House kitchenette upstairs is equipped with a mini fridge, microwave, and coffee pots for business meeting use.
- **Catering Trash:**
  - Caterers and/or Client are responsible for cleaning the space they use and returning it to the condition in which it was found.
  - The City will supply a limited number of trash cans for Client to dispose of their trash at the conclusion of their event.
  - All trash must be in **tied** trash bags and placed in the containers inside the fenced area at the rear of the House. Any trash that does not fit within the provided containers must be removed by the Client at the meeting rental's conclusion for disposal.
  - Trash bags are to be provided by the Client.



- Clients will be billed \$100 if they improperly dispose of their trash either inside or outside. This additional cost is used to offset the additional labor the City must provide to dispose of Client's trash.

## ALCOHOL

- Alcohol consumption is prohibited with business meeting rentals.

## LIGHTING

- **Inside:**
  - The House has standard lighting throughout. If Client would like to add additional lighting inside, any requests must be submitted in writing to the Event Venue Manager.

## PARKING

- Parking is available in the parking area behind the House with a walkway leading to the House.
  - While parking is generally available in Crockett Park, should parking become unavailable for an event due to recreational activities in the park, the Event Venue Manager will assist Client in creating an alternate parking plan. The City of Brentwood is not liable for any loss or damage to vehicles due to being left in the park overnight.
- The driveway is only available for drop-off of guests or load in/out. Parking in the driveway, in the grass, or on the street is prohibited.
- Clients, vendors, and/or guests may not park or drive on the grass for any reason.

## DECORATIONS

- Business meetings may decorate the *conference room only* under the following guidelines:
  - Client shall be responsible for all decorations for the event.
  - Signs, banners, floral arrangements, lighting, or any other decorations may **not** be taped, nailed, stapled, or otherwise fastened to the property. No adhesives of any kind are allowed. No holes may be drilled or punched anywhere on the property.
  - All decorations must be removed, without leaving damage, prior to the contracted end time of Client's event.
  - No loose glitter, confetti, fake flower petals, or anything considered harmful by the City is **to be used in decorating** at any time.
  - Damage caused by decorations will be billed to the Client.

## CANDLES/FIRE

- **Inside:**
  - The use of candles or any type of open flame is strictly prohibited **inside** the house at any time. LED or flameless candles are allowed.
  - No liquid fuel candles are permitted.

## HOUSE

- Damage to the House, furnishings, or other items must be reported in writing to the Event Venue Manager immediately; **any damage will be billed to the Client.**

- Movement of furniture must be kept to a minimum. If two or more people are required to lift a piece of furniture, it may not be moved by Client or Client representatives. Any furniture moved for an event must be returned to its original placement before the conclusion of the event. Any damage to the furniture or floors from Client's rental will be billed to the Client.
  - Clients will be billed \$50 per piece of furniture found in the wrong location at the conclusion of their event.
  - Inside furniture may not be brought outside under any circumstance.

### **RENTAL PERIOD**

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

### **ADDITIONAL REQUIRED DOCUMENTS:**

- Business meetings will be required to submit a Final Questionnaire prior to their meeting at the Cool Springs House. Clients are required to submit this questionnaire back to the City in a timely manner.

### **SUMMARY OF FEES**

- Client's failure to comply with the policies listed above will result in the City seeking recovery of its costs as outlined below. Clients are responsible for returning the grounds and facility to the condition in which they were found. Any damage to the property, over what is listed below, will be billed to the Client.
  - Personal items remaining on property past rental period - **\$200**
  - Cool Springs House rentals being improperly set up or torn down - **\$200**
  - Moving furniture without putting it back in the proper location - **\$50/piece of furniture**
  - Improperly disposing of all trash - **\$100**
  - Failing to exit the House by the end of contract - **\$100 per five minutes remaining on site after the end of the contracted time**

### **ENFORCEMENT**

- The City Manager or his designee may place additional restrictions or conditions on the use of the City's property. The City Manager may deny use of the house to any user when it is determined to be in the best interest of the City.

**Brentwood City Commission Agenda**

**Meeting Date:** 10/28/2019

Resolution 2019-98 - Endorsing the Application for a Fire Prevention Grant through the Dryer Vent Wizard Corporation

**Submitted by:** Brian Goss, Fire & Rescue

**Department:** Fire & Rescue

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**Information**

**Subject**

Resolution 2019-98 - Endorsement of application for a fire prevention grant through the Dryer Vent Wizard Corporation

**Background**

Each year, privately owned corporations offer various grant opportunities to fire departments throughout the country. Recently the Fire and Rescue Department was invited by Jeff Allen, president of Dryer Vent Wizard of Middle TN, to apply for one of their corporate grants in the amount of \$500. The grants are given specifically to fund fire prevention efforts in our community.

It would be up to our department to determine how the money would be spent, as long as it is used to directly enhance our fire prevention and public education efforts. This could include the purchase of educational materials, curriculum, or efforts like the Citizens Fire Academy. There is no required match or other obligation on the part of the City.

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

**Staff Recommendation**

Staff recommends approval of Resolution 2019-98 for endorsement to apply for a fire prevention grant through the Dryer Vent Wizard Corporation in the amount of \$500.

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**Fiscal Impact**

**Attachments**

Resolution 2019-98  
Application

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**RESOLUTION 2019-97**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO ENDORSE AN  
APPLICATION FOR GRANT FUNDING FROM THE DRYER VENT WIZARD  
CORPORATION**

**SECTION 1.** That the application for grant funding from the Dryer Vent Wizard Corporation, through which financial assistance is provided to help enhance fire prevention and public education efforts, is hereby endorsed.

**SECTION 2.** That the Mayor is hereby authorized to execute such documents as may require the Mayor's signature in support of such grant funding.

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

\_\_\_\_\_  
MAYOR Rhea E. Little, III

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER Holly Earls

\_\_\_\_\_  
CITY ATTORNEY Kristen L. Corn



## FIRE DEPARTMENT GRANT NOMINATION FORM

### 1. Franchisee Name

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### 2. Fire department name, address, phone number and contact person

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### 3. How should the check be made out?

### 4. In a few sentences, tell us about their education programs

## **Brentwood City Commission Agenda**

**Meeting Date:** 10/28/2019

Endorsing Grant Application to FEMA for Vehicle Exhaust Removal System For the Brentwood Safety Center East

**Submitted by:** David Windrow, Fire & Rescue

**Department:** Fire & Rescue

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### **Information**

#### **Subject**

Resolution 2019-99 - Endorsing a grant application with the Federal Emergency Management Agency (FEMA) under the Fire Operations and Fire Fighter Safety Grant Program for a vehicle exhaust removal system for the Fire and Rescue Department to be installed at the Safety Center East.

#### **Background**

The Fire and Rescue Department has been successful in receiving FEMA FIRE ACT grants over the past fifteen years. The Department has received a total of \$425,000 in training and equipment funding, with a cost to the City of \$40,871. Congress has authorized \$286 million for the Assistance to Fire Fighters grant program for Federal FY 2019. The staff is requesting authorization to submit a new grant application under the "Fire Operations and Firefighter Safety" category for the purchase of Vehicle Exhaust Removal System for the Safety Center East.

The Safety Center East opened in 2002. The exhaust removal system was value engineered and has never worked properly. It needs to be replaced. A new system will allow for the removal of diesel and vehicle exhaust in accordance with NFPA 1500 Chapter 9.1.6. Our budget estimate to complete this project is \$62,000. The cost to the City will be \$6,200. This facility modification will enhance employee safety and lower long-term station maintenance costs.

We will be asking for funding in the FY 2021 Fire and Rescue Department budget to meet the 10% local match should we be successful in our grant application. Notification of acceptance or rejection of the grant should occur in late September 2020. Please contact the Fire and Rescue Chief if you have any questions.

#### **Staff Recommendation**

The staff recommends approval of the accompanying resolution endorsing the grant application.

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### **Fiscal Impact**

**Amount :** 6,200

**Source of Funds:** Fire & Rescue Budget

**Account Number:** 110-42200-83530

**Fiscal Impact:**

Sufficient funds for the City's matching share of this grant are available in the proposed Fire and Rescue Department's FY 2021 operating budget.

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### **Attachments**

Resolution 2019-99

Plymovent

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**RESOLUTION 2019-99**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO ENDORSE AN  
APPLICATION FOR GRANT FUNDING FROM THE FEDERAL EMERGENCY  
MANAGEMENT AGENCY**

**SECTION 1.** That the application for grant funding from the Federal Emergency Management Agency, through which financial assistance is provided to a vehicle exhaust removal system to be installed at Safety Center East, is hereby endorsed.

**SECTION 2.** That the Mayor is hereby authorized to execute such documents as may require the Mayor's signature in support of such grant funding.

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

\_\_\_\_\_  
MAYOR

Rhea E. Little, III

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

Holly Earls

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

Kristen L. Corn





Do you protect  
your firefighters?

**REMOVE DIESEL EXHAUST FROM  
YOUR FIRE STATION**





## EVER WONDER ABOUT THE VALUE OF CLEAN AIR?

**We do.** For more than 40 years we have made it our business to ensure clean air in fire stations. We provide high-quality products to protect firefighters and others from exposure to hazardous diesel exhaust. We offer a broad range of exhaust extraction systems, supported by complete engineering services. Contact us to find out what genuine commitment to customer requirements really means.

### WHY PLYMOVENT

- A genuine commitment to customer needs
- System solutions
- Expertise gained over decades
- High-quality products
- Global presence

## DANGERS OF DIESEL EXHAUST

Chemical	Health effect*
Benzene	Group 1, carcinogen to humans
Benzo(a)pyrene	Group 1, carcinogen to humans
Formaldehyde	Group 1, carcinogen to humans
Dibenz(a,h)anthracene	Group 2A, probably carcinogenic to humans
Benzo(furan)	Group 2B, possibly carcinogenic to humans
Carbon monoxide	Life threatening to humans
Nitric oxides	Life threatening to humans

\*Source: OSHA.gov, IARC.fr

## REMOVE THE DANGERS OF DIESEL EXHAUST

Hazardous vehicle exhaust emissions in a fire station are a firefighter's most significant cancer health risk and could be a serious legal liability for the fire department. Eliminate this hazard from your fire station with Plymovent code compliant vehicle exhaust capture and removal systems. From existing stations, to new turn key facilities, our totally automatic start-up and disconnect source capture systems are the recommended method for controlling exhaust emissions at your station.

***"Durability of the product, especially with the harsh weather of Western New York, has stood over both time and conditions."***

*Chief John Lapham of North Tonawanda Fire Department*

***"There's no need to bend over and hook up the system, which is how it should be, safe and simple"***

*Assistant Chief Jeffrey McGuigan of White Springs Fire Department*







## SOURCE CAPTURE

### PLYMOVENT SOURCE CAPTURE SYSTEMS: THE PNEUMATIC OR MAGNETIC GRABBER® SETTING THE INDUSTRY STANDARD

Capture airborne particles at the source prior to their spreading in the local environment, is the most efficient method to achieve a safe and healthy working environment. It minimizes the amount of air that needs to be removed, thereby reducing the total investment in air handling equipment and also reducing the total energy consumption.

A key component to our system is the sealed nozzle design called the Grabber®. The Plymovent Grabber® is available in either a pneumatic or a magnetic version. With the Grabber®, the Plymovent system can provide a virtually 100% source capture performance hereby meeting various regulations.

The Grabber® connects to the tailpipe, capturing and eliminating virtually all exhaust fumes. Plus, it is simple to use:

#### ■ **Magnetic Grabber®**

Just attach it to the tailpipe and you are done. We call this the Plymovent "click and seal" principle.

#### ■ **Pneumatic Grabber®**

Attach it to the tailpipe, and push the fill valve to quickly ensure a positive seal around any size tailpipe; capturing and eliminating the chance that dangerous exhaust fumes will escape into your station.



## DESIGNED FOR PURPOSE

Each system is designed to remove hazardous exhaust and provide for a healthier working environment. Based on years of experience working in the air treatment business, Plymovent has developed a totally reliable approach that we refer to as "engineered solutions."

This approach ensures we offer an optimal solution for providing clean air in your working environment, taking such important elements into account, as value for money and efficient operation.

The philosophy of Plymovent is to deliver quality systems that are safe, user friendly, regulation compliant and that will enhance the quality of life for your firefighters and emergency service personnel. That is why we have developed a line of source capture systems designed to meet your station's needs:

- **Under Carriage Track Systems** - for single and double bay applications
- **Under Carriage Rail Systems** - for drive through bays with up to four vehicles
- **Vertical Stack Rail Systems** - for vehicles with overhead exhaust stacks





## UNDER CARRIAGE TRACK SYSTEMS

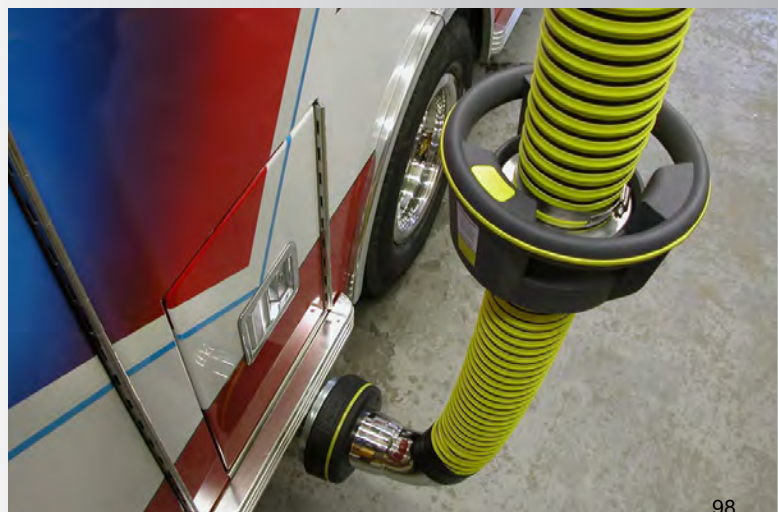
### KEY ADVANTAGES SBT SYSTEM:

- Models handle up to 60 feet deep back-in bays
- Auto-disconnect at the exit door
- Attach the Grabber® from the vertical position
- Aluminum track: light-weight and strong
- End stops with rubber shock absorbers take up kinetic energy from trolleys
- Adjustable release points depending on the vehicles exit speed
- Pre-fitted yellow/black extraction hose
- Virtually 100% source capture through a unique automatic Grabber® nozzle; available in sizes to fit all emergency response vehicle tailpipe sizes
- Automatic start-stop of fan by an exhaust sensor
- Safety disconnect coupling; fail safe system, easily re-connectable
- Suitable for existing fire stations and new design-built stations

The Sliding Balancer Track System (SBT) has set the standard for vehicle emission control for fire and emergency response vehicles around the world using either the Magnetic or Pneumatic Grabber®.

The SBT system is the preferred system for back-in and drive through apparatus bays, and is designed to connect to any motor vehicle tailpipe while capturing virtually 100% of the exhaust emissions. The SBT system is used in single and double vehicle applications where the vehicle tailpipe is within 60 feet of the door. It is a fully automatic system, including fan activation and system disconnect from the exiting vehicle.

The SBT system is fully code compliant, and there is a one-step connection to the system as a vehicle enters the station. If you are looking for an exhaust removal system that you can connect at the door before backing in and have it automatically disconnect when you leave, the SBT is right for your application.







## UNDER CARRIAGE RAIL SYSTEMS

Plymovent provides two rail systems based on the type of trucks being supported: the Straight Rail System (STR) and the Vehicle Square Rail System (VSRX). Both systems are designed to connect to any motor vehicle tailpipe and capture virtually 100% of the exhaust emissions using the Magnetic or Pneumatic Grabber® (*coming soon to VSRX*). Both systems offer automatic fan activation and automatic release from the exiting vehicle. Additionally, both systems enable operators to easily hook up the hose as a vehicle enters the station.

The STR system is ideal for drive through bays or bays with up to four vehicles parked in tandem, as it includes a solid, one-piece circular aluminum rail profile.

The VSRX system is ideal for a single heavy-duty or multiple heavy-duty trucks in tandem, as it offers exceptional airflow with a solid aluminum square rail profile. In addition, the VSRX system is versatile, as the rail can be reconfigured for a vehicle with a top exhaust stack in the future.

### KEY ADVANTAGES STR / VSRX SYSTEMS:

- Models to handle up to 150 feet
- Exhaust hose sizes for all vehicle types
- Auto-disconnect at the exit door
- Door-to-door removal of harmful emissions
- Speed absorbing shock system
- Front and rear door release
- Expandable design
- Allows for up to four vehicles in tandem
- Adjustable release points depending on the vehicles exit speed
- Virtually 100% source capture through a unique automatic Grabber® nozzle; available in sizes to fit all emergency response vehicle tailpipe sizes
- Automatic start-stop of fan by an exhaust sensor
- Safety disconnect coupling; fail safe system, easily re-connectable
- Suitable for existing fire stations and new design-built stations







## VERTICAL STACK RAIL SYSTEMS

### KEY ADVANTAGES VSR SYSTEM:

- Floating suspension
- Adjustable capture stack
- Fits any vehicle stack
- One piece aluminum rail
- A fully automatic system
- Expandable system to almost any length
- Adapter cone designed for both empty and loaded vehicles
- 12" lateral movement to either side
- Flexible duct connection
- Sealing rubber lips
- Automatic return to position after lateral movement
- Safety cables; added security
- Suitable for existing fire stations and new design-built stations

The Vertical Stack Rail System (VSR) is the solution for vehicles that have top exhaust stacks and need to move through an apparatus bay.

The Plymovent VSR system is designed for vehicles with overhead exhaust stacks. With no operator intervention needed, the “V” shaped catcher guides the vehicle tailpipe into the rail profile. The rail profile is a free-floating system that allows side-to-side movement of the entire system and automatically aligns itself with the vehicle’s tailpipe. The system is fully automated from fan start to disconnect. Along with being completely code compliant, the VSR system offers a solid one piece extruded aluminum rail profile that provides strength and durability.







## IMPORTANT FACTS...

### ...ABOUT DIESEL EXHAUST

- The World Health Organization (WHO) classified diesel engine exhaust as carcinogenic to humans, based on sufficient evidence that **exposure is associated with an increased risk for lung cancer\***.
- The United States Environmental Protection Agency (EPA) has determined that the size of the average diesel exhaust particle sizes 0.2 microns. These particles are typically not visible to the human eye.
- Diesel exhaust particles are often too small to be captured by onboard filters. **Toxic gases are not captured by particulate filters**, and only partially by activated carbon filters. The Plymovent source capture system captures these particles and gases before they enter the fire station, and expels them to the outside.
- As a fire truck exits the station, diesel exhaust is expelled with force. The Plymovent source capture system prevents it from being spread throughout the fire station including the living quarters.\*\*
- Diesel exhaust particles and gases are suspended in the air, so exposure to this pollutant occurs whenever a person breathes air that contains these substances.
- Like all fuel-burning equipment, diesel exhaust contains nitrogen oxides. Nitrogen oxides can damage lung tissue, lower the body's resistance to respiratory infection and worsen chronic lung diseases, such as asthma.
- Plymovent source capture systems provide a sealed nozzle system which have been proven in over 50,000 installations over the past 40 years.\*\*\*

\* Based on the International Agency for Research on Cancer (IARC) and World Health Organization (WHO) June 12, 2012 press release.

\*\* The operation of exhaust extraction systems can be affected by various factors including proper design of the system, operating procedures, and service and maintenance. Exposure levels should be checked upon installation and periodically thereafter to ensure that they fall within applicable regulations and exposure limit values.

\*\*\* Plymovent systems are made code compliant, please ensure the system is properly designed, operated, serviced and maintained.

### WHY CONTROL EQUIPMENT:

#### ■ FINANCIAL REASONS

A fully automatic controlled system will enable you to substantially lower your use of electricity and overall energy consumption. This creates a solid and viable investment for your station.

#### ■ ENVIRONMENTAL REASONS

The control equipment which we have in our product range enables an on-demand use of the system. The result of installing our control equipment is a reduction of electricity consumption and lower heating cost due to the fact that the system is only used when needed. Lower energy consumption will also have a positive effect on the global environment.

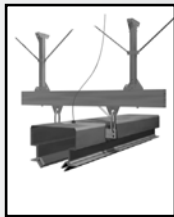
# WHAT IS THE BEST SOLUTION FOR YOU?

## VERTICAL STACK RAIL SYSTEM



### FANS

- We offer a wide range of fans covering most requirements in a variety of applications.
- In-house manufactured
- AMCA Certified



### RAILS / TRACKS

- We can accommodate the varying demands of fire stations: facility layout, vehicle size, bay configuration and more.



### VSR CATCHER

- Entry guide
- Sealed entry gate
- 12" lateral movement to either side



### TROLLEY

- Self supporting
- Internal & external wheels
- Adjustable impact cushions
- Bi-directional release



### BALANCER

- Adjustable
- Strong but light weight
- Back up safety chain
- Closed housing



### MAGNETIC GRABBER®

- Easy to operate "click and seal"
- Virtually 100% source capture
- Conical design for easy use



### PNEUMATIC GRABBER®

- Virtually 100% source capture
- Simple to use
- Controlled release

## UNDER CARRIAGE RAIL SYSTEMS



We can provide a diesel exhaust removal system specifically tailored to your needs.

## UNDER CARRIAGE TRACK SYSTEMS



### SAFETY DISCONNECT

- Protects system
- 360 degree swivel
- Soft cover
- No hose obstruction
- Easy to operate and handle



### HOSE ASSEMBLIES

- Multiple lengths
- High temperature resistance



### CONTROLS

- We offer fully automatic control systems which will operate with your exhaust system in the most efficient way
- In-house manufactured
- UL listed







★ SALES OFFICE  
● DISTRIBUTOR

## REFERENCES

We have installed over 50,000 source capture systems across the world. Here are some examples:

USA	Atlantic City, NJ	USA	Detroit, MI	Canada	Gatineau, Quebec	Germany	Frankfurt
USA	Baltimore County, MD	USA	Kansas City, KS	Canada	Guelph, Ontario	Germany	Hamburg
USA	Boston, MA	USA	Lancaster, PA	Canada	Winnipeg, Manitoba	Germany	Munich
USA	Brevard County, FL	USA	Las Vegas, NV	China	Shanghai	Hungary	Budapest
USA	Buffalo, NY	USA	Lexington, KY	England	Norfolk	Ireland	Dublin
USA	Burlington, VT	USA	Los Angeles, CA	England	Oxfordshire	Italy	Bologna
USA	Casper, WY	USA	Memphis, TN	Finland	Helsinki	Netherlands	Amsterdam
USA	Charlotte, NC	USA	New Orleans, LA	France	Cateau	Serbia	Belgrade
USA	Chicago, IL	USA	Salt Lake City, UT	France	Nanterre	Spain	Granada
USA	Cincinnati, OH	USA	Spokane, WA	France	Noailles	Sweden	Gothenburg
USA	Dallas, TX	USA	Syracuse, NY	Germany	Berlin	Sweden	Malmö
USA	Denver, CO	USA	Wilmington, DE	Germany	Cologne	Sweden	Stockholm

#HOOKUPTHEHOSE



POWERED BY PLYMOVENT

*Plymovent cares about the air you breathe. We offer products, systems and services which ensure clean air at work, anywhere in the world.*

*We respect the environment and we deliver high-quality products. Our expertise gained over many years and our genuine commitment to customer requirements enable us to provide precisely the solutions you need.*

**PLYMOVENT®**  
clean air at work

**Plymovent Corp.**  
5 Corporate Drive  
Cranbury, NJ 08512  
USA

**T** +1 800 644 0911  
**T** +1 609 395 3500  
**F** +1 609 655 0569  
**E** cleanair@plymovent.com

plymoventusa @plymoventusa plymoventusa

Your authorized Plymovent distributor:



## **Brentwood City Commission Agenda**

**Meeting Date:** 10/28/2019

Issuance of Certificate of Compliance to Maryland Farms Wine & Spirits, LLC for Retail Sale of Alcoholic Beverages at Maryland Farms Wine & Spirits

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Request for Issuance of a Certificate of Compliance to Maryland Farms Wine & Spirits, LLC for Retail Sale of Alcoholic Beverages at Maryland Farms Wine & Spirits (101 Creekside Crossing, Suite 800)

#### **Background**

John W. Stone, III, Trustee of the Maryland Farms Wine & Spirits, LLC Irrevocable Trust, is seeking a license for the existing Maryland Farms Wine & Spirits liquor store located at 101 Creekside Crossing, Suite 800 due to a transfer of ownership. The liquor license must be transferred into the Trust's name. The Tennessee Alcoholic Beverage Commission requires the applicant to present a certificate of compliance from the local government as a prerequisite. The items to be certified by the City are shown on the attached certificate, which must be signed by the Mayor or a majority of the City Commission members.

As to the three items to be certified, the following information should be noted:

1. A check of the applicant's records reveals no felony violations.
2. The proposed location of the liquor store, within the C-4 zoning district, presents no conflicts with the location restrictions established by the City. (Liquor stores within the City must be within a C-2, C-3 or C-4 district, and may not be within 300 feet of a religious institution, school, public library, governmental office, or a private residence which is in a residential district.)
3. The City's ordinances allow one (1) liquor store for every 6,000 residents, according to the most recent official census. The 2018 special census count of 43,889 would allow a maximum of seven (7) liquor stores within Brentwood. However, the Brentwood Municipal Code further provides that no more than three (3) liquor stores may be located at either the northern or southern commercial districts of the City, effectively limiting the total number of liquor stores to six (6). There are currently six (6) liquor stores doing business in Brentwood, with three (3) in the southern

commercial district and three (3) in the northern commercial district of the City. The location of Maryland Farms Wine & Spirits is in the north end of the City.

The applicant meets all of the City of Brentwood requirements for the issuance of a certificate of compliance.

**Staff Recommendation**

Staff recommends approval of the certificate of compliance.

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**Fiscal Impact**

**Attachments**

Application

Certificate of Compliance

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FARMER  
PURCELL  
WHITE &  
LASSITER, PLLC

**Curtis R. Harrington II**

615.810.8743

charrington@fpwlegal.com

**October 7, 2019**

Ms. Holly Earls  
City Recorder  
City of Brentwood  
5211 Maryland Way  
Brentwood, TN 37027

***Sent Via: Hand-Delivery***

**RE: Maryland Farms Wine and Spirits, LLC  
*Application to Sell Alcoholic Beverages at Retail***

Dear Ms. Earls,

Our firm represents **Maryland Farms Wine and Spirits, LLC d/b/a Maryland Farms Wine and Spirits ("MFWS")**. MFWS is a licensed retailer of alcoholic beverages which is located in the City of Brentwood at **101 Creekside Crossing, Suite 800**.

The enclosed Application to Sell Alcoholic Beverages at Retail in the City of Brentwood, Tennessee (the "Application") is being submitted due an upcoming transfer of 100% of the ownership interest in MFWS from the current owner, John Cooper, to the new sole owner, John W. Stone, III, Trustee of the Maryland Farms Wine and Spirits, LLC Irrevocable Trust. It is our request that the Application appear for consideration during the **October 28, 2019** meeting of the City of Brentwood Board of Commissioners.

Please do not hesitate to contact me directly with any questions pertaining to the Application.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C.R. Harrington II'.

Curtis R. Harrington II, Esq.

**APPLICATION TO SELL ALCOHOLIC BEVERAGES AT RETAIL  
IN THE CITY OF BRENTWOOD, TENNESSEE**  
*Part 1 - Information About the Business*

1. Name of Applicant Maryland Farms Wine & Spirits, LLC  
Applicant is a(n): ☐ individual ☐ partnership ☐ corporation ☐ limited partnership  
☒ limited liability corporation ☐ other (describe: \_\_\_\_\_)
2. Name and location of proposed store Maryland Farms Wine & Spirits; 101 Creekside Crossing, Suite 800, Brentwood, TN 37029
3. Name and address of property owner Maryland Commons, LLC; c/o The Stanton Group, Inc., 5203 Maryland Way, Brentwood, TN 37027 Attn: Debra Viol
4. If the business is not a sole proprietorship, list the name and title of each officer below (or list on an additional sheet if necessary)  
John W. Stone, III - Chief Manager
5. Names and addresses of all persons who will invest in the business or share in the profits of the business and their interest (may be listed on an additional sheet if necessary)  
The Maryland Farms Wine & Spirits, LLC Irrevocable Trust  
3817 Rickland Avenue  
Nashville, TN 37205
6. Who will be in active control of the management of this business? John W. Stone, III, Trustee of The Maryland Farms Wine & Spirits, LLC Irrevocable Trust
7. Does any person having any interest in this business, directly or indirectly, either proprietary or by means of any loan, mortgage or lien, or participation in the profits in any way, hold a national, state, city or county public office, either appointed or elected? No If so, provide details: \_\_\_\_\_
8. A completed questionnaire form is to be provided for each person who is to be an executive officer of the business, and for each person who will have an ownership interest or will share in the profits of the business. Does a completed questionnaire form accompany this application for each such person? Yes
9. A copy of a deed, bill of sale, lease, letter of intent or other type of document which shows that the applicant is actually leasing or is in possession of the property, must accompany this application. Is the document provided? Yes

The undersigned hereby solemnly swears that each and every statement in this application (and on the pages attached to this application) is true and correct. The undersigned certifies that he/she has read and is familiar with the laws of the City of Brentwood governing the retail sale of alcoholic beverages, and promises to be in compliance therewith. The undersigned acknowledges that any change in any part of the ownership or profit participation in this business other than as shown in this application must be fully disclosed to the City Manager. If the applicant is other than an individual, the undersigned affirms that he/she is a representative of the applicant duly authorized to submit the foregoing application.

Subscribed and sworn before me this 7th day of Oct., 2019.  
My Commission Expires 3-22-22

John W. Stone, III, Trustee  
Signature

Jan Minshall  
Notary Public



**APPLICATION TO SELL ALCOHOLIC BEVERAGES AT RETAIL  
IN THE CITY OF BRENTWOOD, TENNESSEE  
Part 2 – Questionnaire for Participants in the Business**

*To be completed by each person who is to be an executive officer of the business for which this application is submitted, and for each person who will have an ownership interest or will share in the profits of the business.*

1. Name: John W. Stone, III Date of Birth: February 5, 1954  
Driver's License # 037319198
2. Home Address: 3817 Richland Avenue, Nashville, TN 37205  
If less than 2 years, list previous home addresses and dates of residency for the last two years:  
\_\_\_\_\_  
\_\_\_\_\_
3. Home Phone 615-298-2416 Daytime Phone 615-812-1161
4. Are you an officer of the business for which this application is submitted? Is so, state your title or position: Chief Manager
5. Are you an investor in the business? If so, state amount of capital you propose to invest: \$ 0
6. State names, addresses and type of business of your employers for the last five years (including self-employment).  
White & Keator, PLC, 3102 West End Ave., Suite 400, Nashville, TN 37203  
(law firm) → 2001 - 2018  
law Offices of John W. Stone, III, 3817 Richland Ave. Nashville, TN 37205  
(law office - sole proprietorship) 01/01/2019 to present
7. State whether you or any entity in which you were an officer or investor have ever operated a retail liquor store No  
If the answer is yes, give details, including dates and locations  
\_\_\_\_\_  
\_\_\_\_\_
8. Give the name and address of any relative that has any interest in the liquor business:  
None
9. Are you indebted to the City of Brentwood for any delinquent taxes? No  
If yes, state the tax and amount. \_\_\_\_\_
10. Give the names and addresses of at least three persons who can be used as references.  
Robert Davidson, 2509 A Natchez Trace, Nashville, TN 37212  
Gregg Turner, 778 Hill Rd, Brentwood, TN 37027  
Charles B. Rekasar, Jr., 116 31st Ave, North, Nashville, TN 37203
11. Have you been convicted of a felony within the past ten (10) years? If yes, explain. No
12. Have you been convicted of any offense under the laws of the State of Tennessee or of any other state prohibiting or regulating the sale, possession, transportation, storing, manufacturing or otherwise handling alcoholic beverages? If yes, explain. No

I have answered the above questions truthfully. I have read Chapter 6, Article III of the Brentwood Municipal Code and promise to be in compliance therewith.

Signature: John W. Stone, III

Date: October 2, 2019



Bill Lee  
Governor

TENNESSEE BUREAU OF INVESTIGATION

ATTN: TORIS

901 R.S. Gass Boulevard  
Nashville, Tennessee 37216-2639  
(615) 744-4057  
Facsimile (615) 744-4289



David B. Rausch  
Director

09/30/2019

JOHN W STONE  
3817 RICHLAND AVE  
NASHVILLE TN 37205

Tennessee Criminal History Records Request

NO TENNESSEE CRIMINAL HISTORY RECORD HAS BEEN FOUND FOR THE PERSON LISTED BELOW.

NOTE: All aliases submitted have been searched.

JOHN W STONE

**Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested .** A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found no Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services  
Tennessee Bureau of Investigation  
901 R.S. Gass Blvd.  
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is made and entered into as of the 15<sup>TH</sup> day of July, 2004, by and between **MARYLAND COMMONS, L.L.C.**, a Delaware limited liability company ("Landlord"), and **MARYLAND FARMS WINE & SPIRITS, LLC**, a Tennessee limited liability company ("Tenant").

### WITNESSETH:

FOR TEN AND NO/100 DOLLARS (\$10.00) paid to Landlord by Tenant, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS AND CONSTRUCTION

1.1 Certain Defined Terms. In addition to the terms defined elsewhere in this Lease, the following terms when used herein shall have the meanings ascribed to them in this section:

"Additional Rent" shall have the meaning set forth in Section 4.2.

"Affiliate" means (a) any person or entity that owns or controls, is owned or controlled by, or is under common ownership or control with the party in question, (b) any person or entity that, directly or indirectly, owns five percent (5%) or more of the voting interests or financial interests of an entity that is an affiliate of the party in question under clause (a) of this subsection, and (c) all family members of the party in question or of an individual who is an affiliate of the party in question under clause (a) or (b) of this subsection. As used in the preceding sentence, the term "control" (and its derivatives) shall mean the possession, directly or indirectly, of the power to direct the management and policies of an entity, whether through voting rights, by contract or otherwise.

"Applicable Laws" means all applicable governmental constitutions, statutes, laws, orders, ordinances, codes, rulings, regulations and decrees, now in force or hereafter enacted.

"Base Rent" shall have the meaning set forth in Section 4.1.

"Commencement Date" means the earlier of (a) sixty (60) days after Landlord delivers the Premises to Tenant in accordance with Section 7.1 or (b) the date Tenant opens for business in the Premises.

"Common Areas" means all areas, improvements, facilities, equipment and services made available by Landlord for the general benefit of the tenants and occupants of the Shopping Center, as the same may be modified, reconfigured, expanded or removed, including, but not limited to, roofs, foundations, exterior walls, windows, structural elements, utility systems, HVAC systems, canopies, restrooms, elevators, sidewalks, driveways, parking areas, curbing, trash enclosures, garbage removal, storm water detention and retention facilities, retaining walls, landscaping and signs.

"Hazardous Substances" means all hazardous or toxic substances, materials, wastes, pollutants and contaminants that are listed, defined or regulated under Applicable Laws pertaining to health, safety or the environment, including, but not limited to, medical waste, polychlorinated biphenyl, asbestos, radon, urea formaldehyde, petroleum products and petroleum derived constituents (e.g. gasoline, diesel fuel, oil and hydrocarbons).

"Operating Expenses" means the total costs and expenses incurred by Landlord to operate, manage, maintain, repair, replace and equip the Shopping Center, including, but not limited to, (a) the cost of operating, maintaining, repairing, replacing, lighting, repaving, striping, cleaning and painting the Common Areas, (b) customary management fees not to exceed four percent (4%) of gross rentals, (c) insurance costs (e.g. premiums for business interruption, rental loss, commercial general liability, property damage and terrorism insurance policies) and insurance deductibles paid by Landlord, (d) the cost of installing, renting and maintaining signs, (e) amounts incurred to maintain, repair and replace utility systems, heating, ventilation and air conditioning systems, and storm water management systems serving the Shopping Center, (f) the cost of any utilities furnished to the Shopping Center, (g) personnel costs (e.g. salaries, benefits and payroll taxes), (h) reasonable reserves to cover the cost of replacing heating, ventilating and air conditioning equipment, roofs, paving and other capital items, (i) the cost of services that Landlord furnishes generally to tenants of the Shopping Center, (j) rental charges for machinery and equipment, (k) accounting, legal and other professional fees, (l) charges for landscape maintenance and snow and ice removal, (m) the cost of seasonal or holiday decorations, (n) all real property taxes, personal property taxes, impact fees, assessments (general and special, public and private) and other taxes that are levied against or based upon the value of the Shopping Center (or any portion thereof), and (o) costs incurred by Landlord to contest any such taxes, impact fees or assessments. Notwithstanding the foregoing, such expenses shall not include (1) the cost of alterations to space in the Shopping Center leased or to be leased to others; (2) depreciation, interest and principal payments of mortgages and other debt costs, if any; (3) federal, state and city income, excess profit, gift, estate, succession, inheritance, franchise and transfer taxes, and any other taxes relating to the operation of Landlord's business but not the Shopping Center; (4) expenses for capital improvements made to the Shopping Center or Common Areas except any capital improvement which results in savings of labor or other costs to the extent of the lesser of the cost of such capital improvement amortized over its useful life or the annual cost savings resulting from such capital improvement; (5) those expenses incurred in leasing space in the Shopping Center; and (6) any cost or expenditure or any portion thereof for which Landlord has been reimbursed or is entitled to reimbursement, whether by insurance proceeds or otherwise, except reimbursement or other payments from other tenants of the Shopping Center in respect to costs and expenses which are Operating Expenses.

"Permitted Use" means the operation of a retail store for the sale of wine and liquor for offsite consumption, and other related items.

"Premises" means the space in the Shopping Center containing approximately 6,000 square feet, as outlined in green on the Site Plan attached hereto as Exhibit A.

"Proportionate Share" means the percentage equivalent of a fraction whose numerator is the square footage of the Premises and the denominator of which is the square footage of all space in the Shopping Center leased to tenants who are paying the rent due Landlord under their leases; provided in no event shall the denominator of such fraction be less than eighty five percent (85%) of the total square footage of the leasable space in the Shopping Center.

"Publix" means Publix Tennessee, LLC, a Tennessee limited liability company, and its affiliates.

"Publix Lease" means the Lease Agreement dated December 8, 2003 between Landlord and Publix Tennessee, LLC.

"REA" means the Declaration of Restrictions, Covenants and Conditions and Grant of Easements (the "REA") dated April 15, 2004, of record in Book 3209, Page 115, Register's Office for Williamson County, Tennessee, and as instrument number 20040421-0045570, Register's Office for Davidson County, Tennessee..

"Renewal Option" shall have the meaning set forth in Section 3.2.

"Rent" means the Base Rent, Additional Rent and other sums that Tenant is obligated to pay Landlord under this Lease, including, without limitation, all amounts to be paid by Tenant under Article 4.

"Shopping Center" means the real property described on Exhibit B attached hereto, including, but not limited to, all buildings, structures, fixtures, signs and other improvements located thereon, from time to time.

"Site Plan" means the site plan for the Shopping Center attached hereto as Exhibit A.

"Taking" means a taking by condemnation or eminent domain or a conveyance in lieu of any such taking.

"Tenant's Trade Name" means Maryland Farms Wine & Spirits.

"Term" means the term of this Lease, as the same is extended pursuant to Section 3.2 or any written agreement executed by Landlord and Tenant.

"Title Restrictions" means all covenants, conditions, restrictions, easements and other agreements encumbering the Shopping Center, including, but not limited to, all use restrictions and exclusives contained in any lease.

1.2 Construction. Whenever the context may require, any pronoun used in this Lease shall include the masculine, feminine and neuter forms. All references to articles, sections and paragraphs shall be deemed references to the articles, sections and paragraphs of this Lease, unless the context shall indicate otherwise. The terms "hereof", "hereunder" and similar expressions refer to this Lease as a whole and not to any particular article, section or paragraph contained herein. The titles of the articles, sections and paragraphs of this Lease are for convenience only and shall not affect the meaning of any provision hereof. Landlord and Tenant have agreed to the particular language of this Lease, and any question regarding the meaning of this Lease shall not be resolved by any rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. FOR PURPOSES OF THIS LEASE, TIME SHALL BE CONSIDERED OF THE ESSENCE.

## ARTICLE 2 PREMISES AND SHOPPING CENTER

### 2.1 Premises.

(a) Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, upon the terms and conditions set forth in this Lease. Promptly following Landlord's delivery of the Premises to Tenant in accordance with Section 7.1, Landlord's architect shall measure the floor area of the Premises. The floor area of the Premises shall be the gross square footage of the Premises as measured from the exterior face of any exterior wall boundary and the centerline of any shared or common wall boundary. If the floor area as measured by Landlord's architect is less than or in excess of 6,000 gross square feet, the Base Rent and Tenant's Proportionate Share shall be adjusted accordingly, subject to independent verification by Tenant.

(b) Except as otherwise expressly provided herein, Tenant acknowledges and agrees that: (i) Landlord has not made, is not making and specifically disclaims any representation, warranty, guarantee or assurance to Tenant regarding the Premises, the Common Areas or the Shopping Center.

express or implied, including, without limitation, any representation, warranty, guaranty or assurance regarding title, physical condition, value, suitability, economic prospects, traffic flow, profit potential, compliance with Applicable Laws, environmental condition, or zoning; and (ii) upon Landlord's delivery of the Premises in accordance with Section 7.1, Tenant is responsible for all costs associated with placing the Premises in a condition fit for its intended purpose, including, without limitation, the cost of all repairs, replacements, alterations, additions and improvements required to cause the Premises to comply with Applicable Laws, subject to the terms and provisions of Section 7.2 below.

**2.2 Common Areas.** During the Term, Tenant and its employees and visitors shall have the non-exclusive right to use the Common Areas for their intended purpose. Landlord may designate, from time to time, the portions of such parking facilities to be used by Tenant's employees and visitors.

**2.3 Shopping Center.** Landlord shall have the right to amend the Site Plan, to alter, enlarge, modify and remove portions of the Common Areas and to expand and reduce the Shopping Center, from time to time, in such manner as Landlord deems desirable, in its sole and absolute discretion; provided, however, Landlord shall not make any permanent changes to the parking areas and driveways immediately adjacent to the Premises or the building systems serving the Premises that will materially impair Tenant's ability to use the Premises for the Permitted Use. Tenant acknowledges that the work required to make such changes may temporarily interfere with Tenant's use of the Common Areas, and any such interference shall not constitute a constructive eviction of Tenant, result in an abatement of Rent, relieve Tenant from any of its obligations or liabilities under this Lease, or otherwise give rise to a claim against Landlord. Landlord may, at its expense, replace the storefront of the Premises to conform the same to any changes made to the Shopping Center. Tenant acknowledges that Landlord has not made and is not making any representations, warranties, guaranties or assurances regarding the tenant mix of the Shopping Center or the other uses that may be conducted therein, from time to time.

**2.4 Construction Warranties.** Landlord warrants to Tenant that (a) all construction undertaken by Landlord relating to the Shopping Center and the Premises will be completed in accordance with good construction practices and consistent with Exhibit C attached hereto, (b) all materials and equipment furnished will be new, unless otherwise specified, (c) all the work in connection with the Shopping Center will be of good quality, free of faults and defects, and (d) the Shopping Center and the Premises upon completion of construction shall be in full compliance with all applicable laws, codes and regulations, including by way of example but not as a limitation, environmental, zoning, building and land use laws, codes and regulations.

### ARTICLE 3 TERM

**3.1 Initial Term.** The initial term of this Lease shall commence on the Commencement Date and expire on the last day of the calendar month in which the tenth (10<sup>th</sup>) anniversary of the Commencement Date occurs, unless terminated earlier by Landlord or Tenant in accordance with the provisions of this Lease. The parties shall, not later than five (5) business days following the Commencement Date, execute and deliver a Commencement Date Certificate substantially in the form attached hereto as Exhibit F.

**3.2 Renewal Options.** Subject to the other terms hereof, Landlord grants Tenant two (2) extension option which, if exercised, shall extend the term of this Lease for a period of five (5) years each (each such option being referred to as a "Renewal Option"). Unless waived by Landlord, in writing, Tenant's right to exercise any Renewal Option is conditioned on there being no Event of Default at the time Tenant exercises such Renewal Option or at the start of the extension of the term of this Lease resulting from the exercise of such Renewal Option. In order to exercise any Renewal Option, Tenant must provide

Landlord written notice that it is exercising its renewal rights at least one hundred and eighty (180) days prior to the date the Term is then set to expire.

#### ARTICLE 4 RENT

4.1 Base Rent. Throughout the Term, Tenant agrees to pay Landlord monthly base rent for the Premises (the "Base Rent") in the amounts specified on the following schedule:

Period	Monthly Base Rent	Annual Base Rent Per Square Foot
Commencement Date through Month 60	\$11,500.00	\$23.00/SF
Months 61 through 120	\$13,225.00	\$26.45/SF
First Renewal Period	\$15,210.00	\$30.42/SF
Second Renewal Period	\$17,490.00	\$34.98/SF

The Base Rent shall be paid by Tenant, in advance, on the first (1st) day of each month during the Term, except the initial installment of Base Rent shall be paid by Tenant on the Commencement Date. If the Commencement Date falls on any day other than the first day of the month, the Base Rent for the first month of the Term shall be prorated.

4.2 Additional Rent. Tenant agrees to pay, as "Additional Rent", its Proportionate Share of the Operating Expenses allocable to each calendar year during the Term, prorated for any calendar year falling partially within the Term. Tenant shall pay one-twelfth (1/12th) of Landlord's reasonable estimate of Tenant's Proportionate Share of the Operating Expenses for any calendar year on or before the first (1st) day of each month during such calendar year. Following the end of each calendar year within the Term, Landlord shall furnish Tenant with a final statement (the "Operating Expense Statement") showing the Operating Expenses during such year and calculating Tenant's Proportionate Share of such Operating Expenses. If the estimated payments made by Tenant pursuant to this section are not sufficient to cover the actual amount of Tenant's Proportionate Share of the Operating Expenses for any calendar year, then Tenant shall pay Landlord the deficiency within thirty (30) days after Tenant's receipt of the Operating Expense Statement for such year. If the estimated payments made by Tenant pursuant to this section exceed the actual amount of Tenant's Proportionate Share of the Operating Expenses for any calendar year, then the excess shall be credited against future amounts Tenant owes under this section; provided any such excess existing at the end of the Term shall be refunded to Tenant once all of Tenant's obligations and liabilities under this Lease are satisfied. Upon written request, Tenant shall have the right to inspect Landlord's books and records with regard to the Shopping Center and Landlord's calculation of Tenant's Proportionate Share of Operating Expenses.

4.3 Payment. Tenant's obligation to pay Rent is an independent covenant, and Landlord's failure to perform any of its obligations or responsibilities under this Lease shall not result in an abatement of Rent, entitle Tenant to withhold any Rent or otherwise affect Tenant's liability for the payment of Rent. Except as otherwise provided herein, all Rent shall be paid by Tenant to Landlord without deduction, demand, notice or offset. Except as otherwise expressly provided herein, Tenant shall not be entitled to any abatement or reduction of the Rent. Tenant shall deliver all Rent to Landlord at the address specified in Article 18 or such other address as Landlord may designate to Tenant by written notice.

4.4 Late Charges. If Tenant fails to pay any installment of Rent within five (5) days after the receipt of notice of non-payment by Tenant, delivered via certified mail, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such installment to cover Landlord's administrative costs and other



expenses. The parties agree that the provisions of this subsection are reasonable and shall not be deemed to be (i) a consent by Landlord to late payments, (ii) a penalty, (iii) a waiver of Landlord's right to insist on the timely payment of Rent, or (iv) a waiver or limitation of the rights and remedies available to Landlord on account of the late payment of any Rent.

4.5 Rental Taxes. If, at any time during the Term, (i) a tax or assessment is levied directly on any of the Rent, or (ii) a tax or assessment (other than a general income tax) is imposed on Landlord that is measured or based, in whole or part, on any of the Rent, then Tenant shall reimburse Landlord for such tax or assessment via an increase in Additional Rent, so long as Landlord provides Tenant prior written notice of such increase and the reason therefor.

## ARTICLE 5 SALES RECORDS

5.1 Sales Records Provisions; Confidentiality. Upon the occurrence and continuation of an Event of Default (as defined in Section 13.1 hereof), the provisions of this Article 5 shall apply. So long as no Event of Default has occurred and after all Events of Default have been cured, Tenant shall have no obligation to comply with this Article 5. Landlord agrees to keep all information provided pursuant to this Article 5 confidential; provided, however, that Landlord may use and disclose such information in any legal proceedings involving this Lease.

5.2 Annual Financial Statements. As soon as practicable after the close of each calendar year falling within the Term, in whole or in part, Tenant shall furnish Landlord with a statement of Tenant's gross sales during such year, which is (i) prepared by a reputable independent certified public accounting firm approved by Landlord, in writing, which approval shall not be unreasonably withheld, qualified or delayed, (ii) prepared in accordance with generally accepted accounting principles, consistently applied, and on an accrual basis, and (iii) accompanied by the auditor's certification that the information in such statement is true, correct, accurate and complete. Upon written notice from Landlord, Tenant will request its auditor provide copies of its audit work papers related to any such statement to Landlord; provided, however, that Tenant shall not be in default under this Lease in the event its auditor is unwilling or unable to comply with such request.

5.3 Records. Accurate cash registers and other systems shall be used by Tenant at the Premises to record and preserve, in complete detail, all gross sales. Tenant agrees to maintain all records related to gross sales at the Premises, including, but not limited to, original ledgers, journals, accounts, books, ticket manifests, cash register tapes, bank statements, canceled checks, credit card receipts, tax returns and computer disks (collectively, the "Sales Records"). All Sales Records shall be maintained in accordance with generally accepted accounting principles and shall be kept by Tenant for at least three (3) years following the expiration of the year to which the same relate.

5.4 Access to Information. Landlord shall have the right to inspect and audit the Sales Records, from time to time. In the event Tenant fails to deliver any statement of gross sales that it is required to furnish to Landlord under this Lease within ten (10) days after Landlord's written demand for such statement, then Landlord may cause such statement to be prepared based on an audit of the Sales Records and Tenant shall reimburse Landlord for all costs, expenses and accountants fees it incurs in connection therewith. Nothing in this section shall be deemed to limit the remedies available to Landlord as a result of any default by Tenant hereunder.



## ARTICLE 6 USE OF PREMISES

6.1 Permitted Use. Tenant shall use the Premises for the Permitted Use and activities incidental thereto. Tenant shall not have the right to use the Premises for any other purpose, unless it has obtained Landlord's prior written consent, which consent may be granted or withheld by Landlord in its sole and absolute discretion. Unless Landlord otherwise approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, Tenant shall operate its business in the Premises only under Tenant's Trade Name.

6.2 Operating Covenants. Throughout the Term, but subject to any and all applicable laws and regulations, Tenant shall keep its business at the Premises open, continuously, on the days and during the hours established by Landlord for the operation of the Shopping Center; provided (i) Tenant shall not be required to operate such business beyond 10:00 a.m. to 6:00 p.m. local time on Monday through Saturday, and (ii) Tenant shall not be required to operate such business on Sundays or other holiday during which any applicable law or regulation prohibits the sale of alcoholic beverages. Tenant shall keep any storefront lighting or illuminated signs lit at least two (2) hours after Tenant closes for business. In addition, Tenant shall keep the Premises adequately stocked and staffed, and Tenant shall use its reasonable best efforts to maximize gross sales. If Tenant fails to keep its business at the Premises open during the periods required under this section, Landlord may, in addition to other remedies available hereunder, at law or in equity, obtain injunctive relief. Tenant acknowledges that its violation of this section will result in irreparable harm to Landlord for which there is no adequate remedy at law, and it shall not be necessary for Landlord to prove the same in order to obtain an injunction or other equitable relief in connection with any violation hereof. Landlord shall not be required to post a bond or other security if it is seeking to obtain injunctive or other equitable relief in connection with a violation of this section.

6.3 Premises Signage. Tenant, at its cost, shall have the right to install or place one sign on the exterior walls of the Premises, subject to size limitations and compliance with all applicable codes, provided that Tenant obtains Landlord's consent (which shall not be unreasonably withheld) (a) as to the method of attaching signs that will be permanently attached to the exterior of the Building; and (b) for the location and design of any signs. Tenant shall have the right, at its own expense, to maintain within the interior of the Premises any signs and advertising materials customary or appropriate in the conduct of Tenant's business, subject to compliance with all applicable codes. Landlord agrees to reasonably cooperate with Tenant to obtain approvals and/or variance required to obtain such signage. Tenant shall not have any rights to place any other signage on the Premises, the Building or the Shopping Center. Landlord shall provide, at its expense, signage space for Tenant's business on at least one panel of each monument sign placed on the Shopping Center.

### 6.4 Radius Restriction.

(a) During the Term, Tenant and its Affiliates shall not (directly or indirectly) own, lease, operate, manage, franchise, be employed by, oversee, advise, have a financial interest in or a relationship with any business located within five (5) miles of any part of the Shopping Center that: (i) competes with or is similar to the business being operated in the Premises; or (ii) is conducted under Tenant's Trade Name.

(b) If Tenant or any of its Affiliates violates the provisions of this Section 6.4, Landlord may, in addition to other remedies available hereunder, at law or in equity, obtain injunctive relief. Tenant acknowledges that its violation of this section will result in irreparable harm to Landlord for which there is no adequate remedy at law, and it shall not be necessary for Landlord to prove the same in order to obtain an injunction or other equitable relief in connection any violation hereof. Landlord shall not be required to post

a bond or other security if it is seeking to obtain injunctive or other equitable relief in connection with a violation of this section.

6.5 Rules and Regulations. Tenant shall comply, and cause its agents, employees, contractors, representatives and customers to comply, with the rules and regulations attached as Exhibit E, as the same may be amended, modified or supplemented by Landlord (the "Rules"); provided any such amendment, modification or supplement shall not impair or restrict Tenant's ability to use the Premises for the Permitted Use. If Tenant (or any of its employees or visitors) fails to observe the Rules governing the Shopping Center's parking facilities, Landlord may, in addition to other remedies available hereunder, at law or in equity, immediately tow or ticket Tenant's vehicles and those of its employees or visitors. Any failure by Landlord to enforce the Rules, either against Tenant or any other tenant in the Shopping Center, shall not constitute a waiver of the same, and Landlord shall have no liability to Tenant as a result of Landlord's failure to enforce the Rules. Landlord shall use commercially reasonable efforts to enforce the Rules among all other tenants and occupants of the Shopping Center.

6.6 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substances to be used, generated, handled or stored on or about the Premises, except incidental quantities of cleaning and office supplies. Tenant agrees to comply with all Applicable Laws relating to the use, handling, storage and disposal of Hazardous Substances at the Premises.

6.7 Compliance. Tenant shall comply and cause the Premises to comply with all Applicable Laws and Title Restrictions, and Tenant shall not use the Premises or permit anything to be done on or about the Premises that will in any way conflict with or violate the same. Without limiting the generality of the foregoing, Tenant agrees that it will not allow the Premises to be used in a manner that violates any of the exclusive use provisions or restrictions described herein or in the REA.

6.8 Prohibited Activities. Tenant shall not use or permit the Premises to be used in a manner that: (i) unreasonably disturbs any other tenant of the Shopping Center; (ii) is illegal; (iii) damages the reputation of Landlord or the Shopping Center as determined in the reasonable judgment of Landlord; (iv) constitutes a nuisance (public or private); or (v) violates or increases the cost of insurance policy covering the Shopping Center.

6.9 Utilities. Tenant shall pay the cost of all utilities furnished to the Premises during the Term, including, but not limited to, water, gas, electric, sewer and telephone. Except for water, all such utilities shall be separately metered to the Premises at Tenant's sole cost and expense. Landlord shall provide one or more master water meters for the Shopping Center and a water submeter for the Premises. On or before the Commencement Date and at the commencement of each calendar year, Landlord shall provide Tenant with an estimated annual cost of water for the Premises and Tenant shall pay such estimated amount in monthly installments in the same manner as provided for payment of Additional Rent in Section 4.2. At the end of each calendar year, the actual cost of water supplied to the Premises shall be calculated, accounted for and paid in the same manner as Additional Rent in accordance with Section 4.2. Landlord may require that Tenant purchase all or a portion of such utilities from Landlord or from companies designated by Landlord; provided the cost of such utilities is not materially greater than the amount Tenant would be charged if it purchased the same from the supplier of its choice (taking into account connection costs). No disruption or cessation of any utility service to the Premises shall render Landlord liable to Tenant for damages, be construed as constructive eviction of Tenant, result in an abatement of Rent, or relieve Tenant from any of its obligations or liabilities under this Lease.

6.10 Exclusive Uses. During the Term, Landlord shall not permit, lease or sell any part of the Shopping Center to be used for the operation of a retail wine and liquor store selling its products for offsite consumption. The foregoing shall not apply to (a) the preparation or sale of products by or other operations

of (a) Publix Tennessee, LLC or its affiliates, sublessees, assignees or licensees (each, a "Publix Tenant"), (b) any subsequent grocery store occupant of all or a substantial portion of the space in the Shopping Center initially occupied by a Publix Tenant, or (c) the sale of wine, liquor and other alcoholic beverages by restaurants. In addition, if Landlord consents to Tenant's change of the use of the Premises to use which is not a wine and liquor store, then Landlord may lease any portions of the Shopping Center for use as a wine and liquor store. If, at any time during the Term, the Publix Tenant both (a) is permitted by Applicable Laws to carry wine for retail sale for off-premises consumption, and (b) begins to carry wine for retail sale for off-premises consumption, then Tenant shall have the option (the "Termination Option") to terminate this Lease with no penalty whatsoever on the first anniversary date of the date on which the Publix Tenant commences such wine sales. In order to exercise the Termination Option, Tenant must give written notice of its intent to terminate this Lease on or before the one hundredth (100<sup>th</sup>) day after the Publix Tenant commences such wine sales. If the Termination Option is not exercised by such date it shall terminate and this Lease shall continue in full force and effect.

6.11 Trash Disposal Landlord shall provide trash disposal containers compliant with Applicable Law for the use of the tenants of the Shopping Center in the locations specified on the Site Plan and Tenant will pay Tenant's Pro Rata Share of the costs of trash removal as part of its Additional Rent.

#### ARTICLE 7

#### CONSTRUCTION OF BUILDING AND PREMISES; REPAIRS AND IMPROVEMENTS

7.1 Landlord's Work. On or before January 15, 2005, Landlord shall deliver to Tenant the basic building and interior work for the Premises as described in Exhibit C attached hereto.

7.2 Tenant's Work.

(a) Upon Landlord's delivery of the Premises to Tenant in accordance with Section 7.1, Tenant shall promptly commence construction of the improvements to the Premises (the "Tenant Improvements") described in Exhibit D attached hereto.

(b) Landlord shall be responsible for and shall pay all sewer connection fees and Brentwood Public Works Project Fees ("PWPF") for the development of the Premises without chargebacks in any manner to Tenant.

(c) Within thirty (30) days after (i) Tenant has commenced operating its business at the Premises; (ii) Tenant has provided a letter from Tenant's architect stating that the Tenant Improvements are substantially complete and have been constructed substantially in accordance with the requirements set forth in Tenant's Plans and Specifications (as defined in Exhibit D attached hereto); (iii) Tenant has provided lien waivers from all contractors and subcontractors performing work at the Premises; and (iv) Tenant has provided Landlord with a final use and occupancy certificate for the Premises, Landlord shall reimburse Tenant One Hundred Fifty Thousand and No/100s Dollars (\$150,000.00) for costs of Tenant Improvements incurred by Tenant.

7.3 Tenant Repairs. Tenant shall, at Tenant's sole cost and expense, perform all repairs, maintenance and replacements required to keep the interior, non-structural portions of the Premises in a good, clean, and safe condition, including, without limitation, the fixtures, and the plumbing, heating, electrical, ventilation and air conditioning systems and equipment therein (except those for the sole benefit of others) including the continuation of regular pest control and regular HVAC maintenance contracts with contractors approved by Landlord. In the event Tenant fails to make any repairs, maintenance or replacements required under this section, Landlord may (but shall not be obligated to) enter the Premises and perform the same, in which event Tenant shall reimburse Landlord, on written demand, for all costs

incurred by Landlord in connection therewith, plus Tenant shall pay Landlord an administrative fee equal to fifteen percent (15%) of such costs.

7.4 Landlord Repairs. Landlord shall at its expense make all repairs necessary to keep the Shopping Center (exclusive of the interior of the Premises, but inclusive of all structural elements and mechanical systems and components) and the Common Areas (inclusive of all parking areas, drives and landscaped areas) in a good condition; provided if any repairs to the Common Areas are required due to the acts, negligence or misconduct of Tenant or its agents, employees, contractors or representatives, Tenant shall reimburse Landlord for the cost of such repairs, upon written demand.

7.5 Alterations. With the exception of minor decorative improvements, Tenant shall not make any alterations, additions or improvements to the Premises, unless the same have been approved by Landlord, in writing. Landlord agrees not to unreasonably withhold, qualify or delay its approval of any alterations, additions or improvements that Tenant proposes to make to the Premises, except Landlord may withhold its approval, in its sole and absolute discretion, of alterations, additions or improvements that affect the exterior, plumbing system, electrical system, mechanical systems, roof, foundation or the structural components of the Premises. All alterations, additions and improvements to the Premises must be made by Tenant in a good and workmanlike manner, using new materials, and must comply with Applicable Laws. Prior to making any alterations, additions or improvements to the Premises, Tenant shall (i) obtain Landlord's written approval of the contractor selected by Tenant to make such alterations, additions or improvements, which approval shall not be unreasonably withheld, qualified or delayed, and (ii) furnish Landlord with reliable evidence that Tenant has sufficient funds to complete such alterations, additions or improvements. All alterations, additions and improvements to the Premises made by or on behalf of Tenant shall remain and become the property of Landlord upon the expiration or earlier termination of this Lease, unless Landlord requires that Tenant remove the same as provided in Article 15.

7.6 No Liens. Notice is hereby given that Landlord will not be liable for any work, services, materials or labor furnished to Tenant, and no mechanic's, materialmen's or other lien arising or resulting from Tenant's acts or omissions (collectively, "Tenant Liens") shall attach to or affect Landlord's interest or estate in the Premises. Tenant shall keep the Premises and its interest under this Lease free and clear of all Tenant Liens, including, but not limited to, liens for work, services, materials or labor furnished to Tenant or alleged to have been so furnished. In the event Tenant fails to discharge any Tenant Lien encumbering the Premises or Tenant's interest in this Lease within twenty (20) days after the filing thereof, Landlord may (but shall not be obligated to) cause such lien to be released and discharged, in which event Tenant shall reimburse Landlord for all costs it incurs in connection therewith, including, but not limited to, reasonable attorneys' fees.

## ARTICLE 8 TRANSFERS

### 8.1 Assignment and Subletting.

(a) Tenant shall not, voluntarily or by operation of law, assign, mortgage, pledge, hypothecate or encumber this Lease, or any interest therein, or sublet the Premises, or any portion thereof, without Landlord's prior written consent, which shall not be unreasonably withheld.

(b) An assignment of this Lease by Tenant shall be deemed to have occurred if in a single transaction or in a series of transactions the ownership interests (whether stock, partnership interests, membership interests or other) of Tenant or any parent company of Tenant are transferred, diluted, reduced or otherwise affected with the result that the present owners have less than a 51% ownership interest in Tenant or the parent company, as applicable. Notwithstanding anything to the contrary, the provisions of

this subsection shall not apply to Tenant or any parent company of Tenant so long as its stock is publicly traded on a recognized national securities exchange; provided if Tenant or any parent company of Tenant ceases to be publicly traded, the provision of this section shall apply thereafter, based on the ownership of Tenant or the parent company at the time it went private.

(c) Tenant agrees to reimburse Landlord for all reasonable legal fees and other costs incurred by Landlord in connection with any permitted assignment of this Lease or any permitted subletting of the Premises by Tenant, upon written demand. Tenant shall deliver to Landlord copies of all documents executed in connection with any permitted assignment of this Lease or any permitted subletting of the Premises by Tenant, which documents must be in form and substance reasonably satisfactory to Landlord and must require the assignee to assume performance of all terms of this Lease to be performed by Tenant in the case of an assignment or require the subtenant to comply with all the terms of this Lease to be performed by Tenant in the case of a sublease. No acceptance by Landlord of any Rent or other sum from an assignee or sublessee shall be deemed a consent to Tenant's assignment of this Lease or subletting of the Premises (or a part thereof).

(d) Except as otherwise expressly permitted hereunder, Tenant shall not allow any other person or entity to occupy the Premises (or any portion thereof). Landlord's consent to an assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. Landlord shall be entitled to, and Tenant shall remit to Landlord, any profit that may inure to Tenant as a result of an assignment of this Lease or subletting of the Premises (or portion thereof). Landlord shall have the right to collect the rent payable by any subtenant of Tenant and apply the same to Tenant's obligations under this Lease, and no further instruments shall be required for Landlord to exercise such right; provided Tenant agrees to execute any instruments reasonably requested by Landlord for the purposes of allowing it to collect such rents.

8.2 No Release. Notwithstanding any assignment of this Lease, Tenant shall remain primarily responsible for the satisfaction of its obligations and liabilities hereunder, and such responsibility shall not be limited, affected, diminished or discharged by any event whatsoever, including, but not limited to, the compromise or settlement (with or without release) of any other person or entity liable for the payment of Tenant's liabilities and/or the performance of Tenant's obligations under this Lease, Landlord's failure to file suit against any assignee of Tenant (regardless of whether such assignee is becoming insolvent, is believed to be about to leave the state or any other circumstance), Landlord's failure to give Tenant notice of any default, the unenforceability of any provision of this Lease against an assignee of Tenant due to bankruptcy discharge or otherwise, Landlord's failure to insist upon the strict performance of the terms of this Lease, the extension, modification or amendment of this Lease, any subsequent assignment of this Lease or subletting of the Premises (whether or not consented to by Landlord) or Landlord's failure to exercise diligence in collection. Any assignment of this Lease or subletting of the Premises (or portion thereof) not approved by Landlord, in writing, shall, at Landlord's option, be void.

## ARTICLE 9 INDEMNITY AND WAIVER

9.1 Tenant Indemnity. Tenant shall indemnify, defend and hold harmless Landlord and its owners, directors, officers, employees, agents, contractors and representatives from and against any and all claims, lawsuits, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys fees, court costs and litigation expenses) arising or resulting from: (i) the use of the Premises during the Term; (ii) any activities or operations conducted on or about the Premises by Tenant or any of its owners, directors, officers, employees, agents, contractors, representative, subtenants, licensees or concessionaires; (iii) the use, generation, handling, storage, disposal or release of any Hazardous Substances on or about the Premises by Tenant or any of its agents, employees; contractors, representative, subtenants, licensee or

concessionaires; (iv) any default under this Lease by Tenant; or (v) any act, omission, negligence or misconduct of the Tenant or any of its owners, agents, employees, contractors, representatives, subtenants, licensees or concessionaires.

9.2 Landlord Indemnity. Landlord shall indemnify, defend and hold harmless Tenant and its owners, directors, officers, employees, agents, contractors and representatives from and against any and all claims, lawsuits, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys fees, court costs and litigation expenses) arising or resulting from: (i) Landlord's use of the Common Areas during the Term; (ii) any activities or operations conducted on or about the Common Areas by Landlord or any of its owners, directors, officers, employees, agents, contractors, representative, subtenants, licensees or concessionaires; (iii) the use, generation, handling, storage, disposal or release of any Hazardous Substances on or about the Common Areas by Landlord or any of its agents, employees; contractors, representative, subtenants, licensee or concessionaires; (iv) any default under this Lease by Landlord; or (v) any act, omission, negligence or misconduct of Landlord or any of its owners, agents, employees, contractors, representatives, subtenants, licensees or concessionaires.

9.3 Waiver. It is the intention of the parties that Tenant look solely to its insurers in the event of any injury, damage to Tenant's property or any interruption of Tenant's use of the Premises. Accordingly, except to the extent caused by the gross negligence or willful misconduct of Landlord, its employees, agents or contractors, Tenant hereby expressly waives and releases all claims it may, now or hereafter, have against Landlord and its owners, directors, officers, employees, agents, contractors and representatives as a result of any injury, damage to property, or interruption of Tenant's use of the Premises, including, but not limited to, any injury, damage or interruption caused by (i) wind, water, flooding, snow, ice, act of God or act of nature, (ii) any interruption of utility service to the Premises, (iii) any defect in the Premises (latent or otherwise), (iv) any failure of a mechanical system, electrical system, plumbing system or heating and air conditioning system, (v) the backing up of any sewer pipe or downspout, or (vi) the bursting, breaking, leaking or running of any tank, tub, washstand, drain or pipe. Nothing herein shall be deemed to limit the provisions of Section 10.3.

## ARTICLE 10 INSURANCE

10.1 Tenant's Insurance. Throughout the Term, Tenant shall maintain, at its sole cost and expense: (i) commercial general liability insurance or its equivalent, written on an occurrence basis, with a combined single limit for personal injury, death and property damage of not less than One Million and No/100 Dollars (\$1,000,000.00) on account of bodily injury or death of one person, and not less than Two Million Dollars (\$2,000,000) on account of bodily injury to or death of more than one person as the result of one accident; (ii) property insurance covering Tenant's alterations, additions and improvements to the Premises and the contents of the Premises, in an amount equal to one hundred percent (100%) of their replacement cost, written on a Causes of Loss - "Special Form" basis or its equivalent; (iii) plate glass insurance covering the Premises; and (iv) business interruption insurance covering Tenant's business for at least twelve (12) months of operations. Landlord and its lenders shall be named as additional insureds under the liability insurance policies Tenant is required to obtain hereunder. In no event shall the amount of Tenant's insurance coverage limit the liability of the Tenant under this Lease.

10.2 Insurance Requirements. The insurance policies that Tenant is required to obtain under this Lease (i) shall be issued by companies reasonably acceptable to Landlord, (ii) shall have a deductible of Fifteen Thousand and No/100 Dollars (\$15,000.00) or less, and (iii) shall provide that they cannot be amended, cancelled or terminated unless Landlord has been given thirty (30) days prior written notice, if such a provision is available on commercially reasonable terms. The insurance Tenant is required to obtain under this Lease may be carried under blanket policies; provided such blanket policies have a Landlord's

protective liability endorsement. Landlord shall have the right to require, from time to time, that Tenant increase the amount of its insurance coverage and/or obtain additional insurance coverage so long as Landlord is acting in a commercially reasonable manner; provided, however, that Tenant shall not be required to increase the amount of coverage by more than five percent (5%) in any one year period. If Tenant fails to maintain any of the insurance required under this Lease, then, in addition to other remedies available hereunder, at law or in equity, Landlord may purchase such insurance, on behalf of Tenant, in which event Tenant shall reimburse Landlord for the cost of such insurance, upon demand. On the Commencement Date and upon written request by Landlord thereafter (which shall not be made more frequently than once per year), Tenant shall provide Landlord with certificates evidencing that the insurance Tenant is required to maintain hereunder is in full force and effect. Upon request, Tenant shall furnish Landlord with the original (or a certified copy) of each policy of insurance required hereunder and evidence of the payment of all premiums therefor.

10.3 Waiver of Claims/Subrogation Rights. Notwithstanding anything to the contrary contained herein, Landlord and Tenant each hereby waives all claims that it may have against the other party (and such other party's owners, directors, officers, employees and agents) for damages that are actually covered by its property insurance or business interruption insurance or that would have been covered had it maintained the insurance required under this Lease; provided the foregoing waiver shall not apply if it would have the effect of invalidating, but only to the extent of such effect, any insurance coverage of Landlord or Tenant. If possible on commercially reasonable terms, Landlord and Tenant shall cause the insurers issuing their property insurance and business interruption insurance to waive all of their subrogation rights against the other party (and such other party's owners, directors, officers, employees and agents), and each party shall supply the other with appropriate evidence confirming that such waiver is in effect. For the purposes of this subsection, each party shall be deemed to be insured against losses and damages falling within the deductible of any of its insurance policies. The provisions of this section shall apply to claims regardless of their cause or origin, including, without limitation, claims arising due to negligence.

## ARTICLE 11 CASUALTY

### 11.1 Restoration.

(a) If the Premises are damaged by fire or other casualty and this Lease is not terminated, then:

(i) Landlord shall diligently restore the Premises to substantially the condition existing immediately prior to such fire or casualty, except (A) Landlord may make such modifications to the Premises as are required to restore the same in a manner that complies with Applicable Laws, and (B) Landlord shall not be required to restore any leasehold improvements, fixtures or trade fixtures installed by Tenant or any of Tenant's personal property.

(ii) Tenant shall (A) diligently restore all of its leasehold improvements, fixtures, trade fixture and personal property, and (B) restock and re-open its business in the Premises as soon thereafter as possible.

(b) If the Common Areas are damaged by fire or other casualty and this Lease is not terminated, then Landlord shall diligently restore the damaged areas to the condition existing immediately prior to such fire or casualty, except (i) Landlord may make such modifications to the Common Areas as are required to restore the same in a manner that complies with Applicable Laws, and (ii) Landlord may make modifications to the Common Areas permitted under Section 2.3.

(c) Notwithstanding anything to the contrary contained herein, Landlord shall not be obligated to commence the restoration of the Premises or the Common Areas following any fire or other casualty until Landlord has received the insurance proceeds required to fund the same. Landlord shall be diligent in prosecuting the recovery of all insurance proceeds owed in connection with any casualty.

11.2 Termination. Landlord shall have the right to terminate this Lease following any damage to the Premises or the Common Areas caused by fire or other casualty if: (i) the cost of restoring the damaged areas exceeds twenty-five percent (25%) of the replacement cost of all of the improvements forming a part of the Common Areas (excluding foundations, footers and paving); (ii) any of Landlord's lenders does not allow the property insurance proceeds paid on account of such fire or casualty to be used by Landlord to restore the damaged areas; (iii) the insurance proceeds paid on account of the fire or other casualty are not sufficient to pay the cost of restoring the damaged portions of the Premises and the Common Areas; or (iv) there is less than eighteen (18) months remaining until the end of the Term. In the event Landlord desires to terminate this Lease pursuant to this section, Landlord shall so notify Tenant, in writing, within sixty (60) days after the date of the fire or casualty, and upon such termination the parties shall be relieved of all obligations hereunder and Landlord shall promptly refund the Security Deposit to Tenant.

11.3 Abatement. During any period when the Premises are rendered untenable, in whole or in part, as a result of a fire or other casualty, the Rent shall abate in proportion to the area of the Premises rendered untenable.

## ARTICLE 12 CONDEMNATION

12.1 Termination. In the event of a Taking of all or substantially all of the Shopping Center or of the Premises, this Lease shall automatically terminate, effective as of the date possession of the same is actually taken. If the continued operation of the Shopping Center is no longer economically viable as a result of any Taking, as determined by Landlord in its reasonable judgment, then Landlord may terminate this Lease by giving written notice to Tenant within sixty (60) days after the date of such Taking. If there is a Taking of a material portion of the Premises and the remainder of the Premises is not suitable for the continued operation of the business being conducted therein, as determined by Tenant in its reasonable discretion, then Tenant may terminate this Lease by giving written notice to Landlord within sixty (60) days of such Taking. Upon any such termination, the parties shall be relieved of all obligations hereunder and Landlord shall promptly refund the Security Deposit to Tenant.

12.2 Restoration. In the event this Lease is not terminated after a Taking of any portion of the Premises, Landlord agrees to restore the Premises to the extent reasonably necessary to render the same tenantable; provided, however, in no event shall Landlord be required to spend more than the award paid Landlord on account of such Taking. The Rent shall not be reduced or abated as a result of a Taking of all or any portion of the Premises or the Shopping Center, except the Monthly Rent shall be reduced in proportion to any reduction in the square footage of the Premises resulting from a Taking.

12.3 Awards. Landlord shall be entitled to receive the entire award paid on account of a Taking of all or any portion of the Premises or Shopping Center, except Tenant shall be entitled to receive amounts expressly awarded to cover Tenant's moving expenses and any interior improvements made at Tenant's expense. Without limiting the generality of the foregoing, Tenant shall not be entitled to receive any award for the loss of its leasehold estate or interest in the Premises (or portion thereof) as a result of any Taking.

12.4 Temporary Takings. If the right to use or occupancy any part of the Premises shall be temporarily taken by condemnation or eminent domain during the Term, this Lease shall not be affected by such taking and Tenant shall continue to pay the Rent in full; provided Tenant shall be entitled to receive



that portion of any award paid on account of such taking that is allocable to periods falling within the Term, with Landlord receiving the balance of such award.

### ARTICLE 13 DEFAULT AND REMEDIES

13.1 Events of Default. The following shall each be deemed to be a default by Tenant under this Lease (an "Event of Default"):

(i) Tenant's failure to pay any Rent when due, unless such failure is cured by Tenant within five (5) days after it receives written notice via certified mail of the same from Landlord (or, if the fifth (5<sup>th</sup>) day falls on a Saturday, Sunday or holiday, the next business day following such fifth (5<sup>th</sup>) day); or

(ii) Tenant's failure to comply with any of the terms of this Lease related to assignment or subletting; or

(iii) Tenant's failure to comply with any of the terms of this Lease other than those pertaining to the payment of Rent or assignment or subletting, unless such failure is cured within thirty (30) days after Tenant receives written notice of the same from Landlord (or, if the thirtieth (30<sup>th</sup>) day falls on a Saturday, Sunday or holiday, the next business day following such thirtieth (30<sup>th</sup>) day); provided if such failure cannot reasonably be cured within thirty (30) days, no Event of Default shall be deemed to have occurred so long as Tenant commences to cure such failure within thirty (30) days after receiving written notice of the same from Landlord and completes such cure within a reasonable time thereafter, not to exceed ninety (90) days; or

(iv) (A) the bankruptcy or insolvency of Tenant or any guarantor of Tenant's obligations and liabilities under this lease, (B) the filing by or against Tenant or any such guarantor of a petition seeking to have Tenant or any such guarantor declared bankrupt or insolvent or seeking to reorganize Tenant or any such guarantor, unless the petition is dismissed with sixty (60) days after its filing, (C) the appointment of a receiver or trustee for all or a substantial portion of Tenant's or any such guarantor's assets, or (D) the assignment of all or substantially all of Tenant's or any such guarantor's assets for the benefit of its creditors.

13.2 Remedies. Upon the occurrence of an Event of Default, Landlord may, in addition to other remedies available hereunder, at law or in equity:

(i) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises and Landlord shall have the right to recover its damages from Tenant in accordance with Section 13.3 below. If Tenant fails to surrender the Premises to Landlord after the termination of this Lease, Landlord shall have the right, without notice, to retake possession of the Premises and to expel Tenant and its effects therefrom, without being liable for prosecution or any claim for damage.

(ii) Without terminating this Lease, terminate Tenant's right to possession of the Premises and, if necessary, expel Tenant and its effects therefrom, without being liable for prosecution or any claim for damages. If Landlord retakes possession of the Premises from Tenant pursuant to this subparagraph, Landlord may relet the Premises for the benefit of Tenant, at such rent, for such duration and upon such other terms as Landlord, in its sole and absolute discretion, deems advisable, and Landlord may remodel the Premises to the extent it deems necessary or proper to facilitate such reletting. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting or endeavoring to relet the Premises pursuant to this subparagraph, including, without limitation, reasonable attorneys fees, brokers' commissions, advertising expenses and remodeling costs. Notwithstanding the termination of Tenant's right

to possession of the Premises pursuant to this subparagraph, Tenant shall continue to pay the Rent, when due; provided if Landlord is successful in reletting the Premises, any rent received by Landlord from such reletting that is allocable to periods falling within the Term shall be applied to reduce the amounts Tenant owes Landlord under this Lease, in such order as Landlord determines proper, including, without limitation, costs and expenses that Landlord incurs to effect compliance with Tenant's obligations hereunder, costs Landlord incurs to recover possession of the Premises, reletting costs, damages, and rental deficiencies. If the rent received by Landlord from reletting the Premises that is allocable to periods falling within the Term exceeds the amounts Tenant owes under this Lease, Landlord shall be entitled to such excess and Tenant shall not have any right thereto.

(iii) Enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, without being liable for prosecution or any claim for damages, and Tenant agrees to reimburse Landlord for all costs and expenses that Landlord incurs in connection therewith. Pursuant to this section, Landlord agrees not to take any action that would damage, invalidate or cause to be revoked Tenant's retail off-premise liquor license.

(iv) Obtain specific performance of the terms of this Lease or injunctive relief.

The foregoing remedies are cumulative and non-exclusive, and the exercise by Landlord of any of its remedies under this Lease shall not prevent the subsequent exercise by Landlord of any other remedies provided herein. All remedies provided for in this Lease may, at the election of Landlord, be exercised alternatively, successively, or in any other manner. No provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing and signed by Landlord. Landlord's acceptance of Rent following any Event of Default shall not be construed as a waiver of such Event of Default. No custom or practice between the parties in connection with the terms of this Lease shall be construed to waive or lessen Landlord's right to insist upon strict performance of the terms hereof. No act by Landlord with respect to the Premises shall be deemed to terminate this Lease, including, but not limited to, the acceptance of keys or the institution of dispossession proceedings; it being understood that this Lease may only be terminated by express written notice from Landlord to Tenant, and any reletting of the Premises shall be presumed to be for and on behalf of Tenant, unless Landlord expressly provides otherwise in writing to Tenant.

**13.3 Damages upon Termination.** If Landlord elects to terminate this Lease pursuant to Section 13.2, Landlord may, in addition to Landlord's other rights and remedies, recover from Tenant:

(i) the worth at the time of judgment of any unpaid Rent that has been earned at the time of such termination; plus

(ii) the worth at the time of judgment of the amount by which the unpaid Rent which would have been earned after termination until the time of judgment exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) the worth at the time of judgment of the amount by which the unpaid Rent for the balance of the Term after the time of judgment exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) any other amount necessary to compensate Landlord for all damages it suffers as a result of the termination of this Lease or Tenant's failure to perform its obligations hereunder, including, but not limited to, the cost of recovering possession of the Premises, reletting costs and reasonable attorneys' fees; plus

(v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Applicable Laws..

As used in subsections (i) and (ii) of this section, the phrase "worth at the time of judgment" shall be computed by adding interest on all such sums from the date when originally due at the prime rate published in the Wall Street Journal on the date of calculation, plus three percent (3%) . As used in subsection (iii) of this section, the phrase "worth at the time of judgment" is computed by discounting the sum in question the prime rate published in the Wall Street Journal on the date of calculation, plus three percent (3%).

#### ARTICLE 14 ENTRY

14.1 Inspection. Landlord shall have the right to enter the Premises to: (i) conduct inspections during normal business hours for Tenant; and (ii) show the Premises to prospective purchasers, lenders and tenants; provided Landlord shall give Tenant reasonable prior notice and shall not unreasonably interfere with the operation of Tenant's business therein. Landlord shall retain a key to all locks at the Premises, excluding Tenant's vaults, safes and cabinets.

14.2 Retained Rights. Landlord shall have the right to install pipes, conduits, lines, wires, vents, ducts and other incidental facilities in the Premises; provided (i) Landlord shall not materially interfere with Tenant's use of the Premises and (ii) Landlord shall promptly repair any damage to the Premises resulting therefrom. During the nine (9) months prior to the expiration of the Term (including any renewal periods), Landlord may place "for rent" and other similar notices in the Premises and Tenant shall permit such notices to remain without molestation.

#### ARTICLE 15 SURRENDER OF PREMISES.

Upon the expiration or earlier termination of this Lease or the termination of Tenant's right to possession of the Premises, (i) Tenant shall quit and surrender possession of the Premises to Landlord, broom clean and in a good condition and repair, ordinary wear and tear excepted, and (ii) provide Landlord with the keys to all locks and the combination of all safes, cabinets and vaults, if any, at the Premises. Before surrendering possession of the Premises to Landlord, Tenant shall, at its expense, remove all furnishings, equipment, trade fixtures, merchandise and other personal property from the Premises, and Tenant shall repair all damage to the Premises resulting from the removal of such items. If Tenant fails to remove any of the furnishings, equipment, trade fixtures, merchandise and other personal property from the Premises by the expiration or termination of this Lease or the termination of Tenant's right to possession of the Premises, then Landlord may, at its sole option, (i) treat Tenant as a holdover tenant, in which event the provisions of Section 19.3 shall apply, or (ii) deem any or all of such items abandoned and dispose of same in any manner Landlord sees fit and retain all amounts received therefrom, in which event Tenant shall reimburse Landlord, upon demand, for all costs incurred by Landlord to remove and dispose of such items, including, without limitation, the cost of repairing any damage to the Premises caused by the removal thereof and storage charges (if Landlord elects to store such property). Upon the expiration or earlier termination of this Lease or the termination of Tenant's right to possession of the Premises, Tenant shall, with reasonable diligence, remove the alterations, additions and improvements to the Premises (other than alterations, additions and improvements installed with the tenant improvement allowance described in Section 7.2(c) hereof) installed by or on behalf of Tenant to the extent required by Landlord in writing, repair any damage resulting from the removal of such items, and restore the areas where the same were located to their original condition.

## ARTICLE 16 SUBORDINATION AND ATTORNMENT

### 16.1 Subordination.

(a) This Lease shall be subject and subordinate to all mortgages, deeds of trust, financing statements and other security interests, now or hereafter, encumbering the Premises (collectively, "Mortgages"), including, but not limited to, all renewals, modifications, consolidations, replacements, amendments, supplements and extensions thereof. The subordination of this Lease to any Mortgage shall be automatic; provided, however, Tenant agrees to execute any instruments evidencing or effectuating such subordination that are reasonably requested by Landlord or the holder of any Mortgage (a "Mortgagee"). Notwithstanding anything to the contrary, any Mortgagee may elect to have Tenant's interest in this Lease superior to its Mortgage, whether this Lease was executed before or after the same. Tenant agrees to send a copy of any notice of default served upon Landlord to those Mortgagees whose address has been previously furnished to Tenant, and Tenant agrees not to exercise any remedies available as a result of Landlord's default under this Lease until such Mortgagees have been given a reasonable opportunity to cure the default (including, but not limited, sufficient time to carry out foreclosure proceedings if necessary to effect such cure). No Mortgagee shall be bound by any termination, modification, amendment or surrender of the Lease done without the written consent of such Mortgagee.

(b) If the Shopping Center is encumbered by a deed of trust or other lien which is superior to the rights of Tenant under the Lease, Landlord shall obtain from the holder of such lien, a written non-disturbance agreement in form suitable for recording and otherwise reasonably acceptable to Tenant wherein such lienholder agrees that so long as Tenant pays the rent and performs its obligations as required under this Lease, Tenant shall not be disturbed under the Lease and shall enjoy all of the rights and benefits accorded to Tenant under the Lease. If Landlord fails to deliver such non-disturbance agreement by the date Tenant is obligated to commence paying rent, Tenant shall have a continuing right and option to terminate this Lease at any time until such time as a non-disturbance agreement acceptable to Tenant is delivered to Tenant.

16.2 Attornment. If Landlord's interest in the Premises is transferred to a Mortgagee or any purchaser at a foreclosure sale (a "Foreclosure Purchaser"), Tenant shall be bound to such Mortgagee or Foreclosure Purchaser under the terms of the Lease and Tenant shall attorn to such Mortgagee or Foreclosure Purchaser, as the landlord hereunder, unless this Lease is terminated. The foregoing provision shall be self-operative; provided, however, Tenant shall, upon written demand, execute documentation confirming the matters set forth in this section. Any Mortgagee or Foreclosure Purchaser succeeding to the interest of Landlord in the Premises shall not be (i) bound by any payment of Rent made by Tenant more than one (1) month in advance, (ii) liable for any damages arising by reason of an act or omission of any prior landlord (including, without limitation, Landlord), or (iii) subject to any offset rights or defenses of Tenant arising or related to periods prior to the date it acquires such interest.

## ARTICLE 17 SECURITY DEPOSIT

Upon the occurrence of an Event of Default, Landlord may demand that Tenant deliver to Landlord a cash security deposit (the "Security Deposit") in the amount of one month's then-current Base Rent. The Security Deposit shall be held by Landlord to secure the performance of all of Tenant's obligations and liabilities under this Lease. To the maximum extent permitted under Applicable Laws, Landlord may commingle the Security Deposit with its other funds. No interest shall be earned, paid, payable or owing to Tenant with respect to the Security Deposit, and Landlord may retain all interest and other amounts generated thereby. Landlord may, from time to time and without prejudicing any other remedy available

under this Lease, at law or in equity, apply the Security Deposit to: (i) pay any past due Rent; (ii) reimburse Landlord for any damages, injuries, expenses or liabilities that it suffers or incurs as a result of Tenant's default under this Lease; or (iii) cover the cost of curing any Event of Default. Following any application of the Security Deposit by Landlord, Tenant shall pay to Landlord, upon demand, the amount of the Security Deposit so applied in order to restore the Security Deposit to its original amount. Although the Security Deposit shall be deemed the property of Landlord, any remaining balance of the same shall be returned to Tenant within thirty (30) days after the later of the termination of this Lease or the date all of Tenant's obligations and liabilities under this Lease are satisfied. Landlord shall assign the Security Deposit to any person or entity that acquires Landlord's interest in the Premises, whereupon Landlord shall have no further liability or responsibility for its return to Tenant.

#### ARTICLE 18 NOTICES

All notices, consents, approvals and other communications (collectively, "Notices") that may be or are required to be given by either Landlord or Tenant under this Lease shall be properly made only if in writing and sent to the address of Landlord or Tenant, as applicable, set forth below, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service.

If to Landlord: Maryland Commons, L.L.C.  
5250 Virginia Way, Suite 235  
Brentwood, TN 37027  
Attn: John P. Cooper

with a copy to: White & Reasor, PLC  
Two American Center  
3102 West End Avenue, Suite 1150  
Nashville, TN 37203  
Attn: John W. Stone, III

If to Tenant: Maryland Farms Wine & Spirits, L.L.C.  
5250 Virginia Way, Suite 235  
Brentwood, TN 37027  
Attn: John P. Cooper

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if sent by hand or overnight delivery service, on the date of delivery; and (ii) if sent by United States mail, on the date of deposit. The refusal to accept delivery shall constitute acceptance.

#### ARTICLE 19 MISCELLANEOUS

19.1 Estoppel Certificates. Within ten (10) business days after Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord or its designee a written statement: (i) acknowledging that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as modified, is in full force and effect); (ii) setting forth the date to which the Monthly Rent has been paid; (iii) certifying there are not, to Tenant's knowledge, any

uncured defaults on the part of the Landlord under this Lease (or specifying any such defaults known to Tenant); and (iv) confirming any other facts related to the status of this Lease or the condition of the Premises, but only to the extent of Tenant's knowledge thereof. Any such statement may be relied upon by a prospective purchaser or lender of Landlord. In addition to any other remedies available to Landlord, if Tenant fails to execute, acknowledge and deliver to Landlord any such statement in a timely manner, then all of the matters contained in such statement shall be deemed to be true.

19.2 Landlord Liability. If Landlord defaults under this Lease, Tenant shall notify Landlord of such default, in writing, and Tenant shall not have any rights or remedies as a result of such default, unless Landlord fails to cure such default within thirty (30) days after its receipt of written notice of the same from Tenant; provided if any default by Landlord under this Lease cannot reasonably be cured within ten (10) days, then Tenant shall not have any rights or remedies as a result of such default so long as Landlord commences to cure such default within thirty (30) days after it receives written notice of the same from Tenant and thereafter prosecutes the cure to completion with reasonable diligence; provided, however, that Tenant shall have the right, but not the obligation, to cure any defaults by Landlord if such cures are necessary for Tenant's operation of its business at the Premises. In the event of such cure by Tenant, Landlord shall reimburse Tenant for the reasonable costs incurred by Tenant in effecting such cure. Landlord shall not have any personal liability under this Lease. In the event Landlord defaults under this Lease and fails to cure the same within the period provided above, Tenant shall look solely to the Landlord's interest in the Shopping Center for satisfaction of Tenant's remedies. If Landlord sells, transfers or conveys the Premises, Landlord shall be released from all liabilities and obligations accruing under this Lease from and after the date of the sale, transfer or conveyance. It is understood and agreed that the terms of this Lease shall be binding upon Landlord and its successors only with respect to periods during which they own the Premises. Tenant agrees to attorn to any person or entity that acquires Landlord interest in the Premises.

19.3 Hold Over. Unless Landlord expressly agrees otherwise, in writing, if Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease, then Tenant shall be deemed a tenant at sufferance on all of the terms of this Lease, except (i) the Rent shall equal one hundred fifty percent (150%) of the Rent due during the month immediately preceding the expiration or termination hereof, and (ii) Tenant shall not have any right to renew this Lease, expand the Premises or exercise any option. The foregoing sentence shall in no event be construed to permit Tenant to remain in possession of the Premises after the expiration or termination of this Lease. Tenant shall be liable to Landlord for all losses, costs, damages and expenses (including, without limitation, consequential damages, reasonable attorneys fees, court costs and litigation expenses) that Landlord suffers or incurs because of any holding over by Tenant, and Tenant shall indemnify, defend and hold harmless Landlord from and against all claims, lawsuits, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys fees, court costs and litigation expenses) arising from delays by Landlord in delivering possession of the Premises to any person or entity that are caused by Tenant's failure to comply with the terms of this Lease, including, but not limited to, Tenant's failure to timely surrender possession of the Premises to Landlord.

19.4 Quiet Enjoyment. Subject to Landlord's rights and remedies under this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises without hindrance or interruption by Landlord or anyone claiming by, through or under Landlord so long as Tenant complies with the terms hereof. Landlord represents to Tenant that Landlord owns good and marketable fee simple title to the land on which the Shopping Center is situated.

19.5 Attorney's Fees. If any legal proceeding is commenced related to this Lease, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party therein.

19.6 Survival. All of Tenant's indemnification obligations and, to the extent not fully performed, all other obligations of Tenant under this Lease, shall survive the expiration or termination hereof.

19.7 Brokers. Landlord and Tenant (i) each represents and warrants to the other that it has not dealt with any broker, finder or listing agent in connection with this Lease, and (ii) agrees to indemnify, defend and hold harmless the other party from and against all claims, lawsuits, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys fees, court costs and litigation expenses) arising or resulting from any demand for a commission or other compensation made by a broker, finder or listing agent with whom the indemnifying party has dealt or allegedly dealt. Except for commissions incurred as a result of Tenant's breach of the immediately preceding sentence, in no event shall Tenant be responsible for paying any brokerage commission or similar fee in connection with this Lease transaction.

19.8 No Waiver. No waiver by Landlord or Tenant of any provision of or default under this Lease shall be deemed to have been made, unless the same is in writing and signed by the party charged with making the waiver, and no waiver of any provision of or default under this Lease shall be deemed a waiver of any other provisions or default. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act.

19.9 Submission. The submission of this Lease does not constitute an offer, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Copies of this Lease that have not been executed and delivered by both Landlord and Tenant shall not serve as a memorandum or other writing evidencing an agreement between the parties.

19.10 Successors and Assigns. This Lease shall be binding on the Landlord, Tenant and their respective heirs, successors, executors, administrators and assigns; provided the foregoing shall not be construed to permit any assignment of this Lease.

19.11 Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be added as a part of this Lease that is as similar to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

19.12 Entire Lease. This Lease, together with any and all exhibits and addenda thereto, constitutes the entire agreement between the parties with respect to the Premises, and all prior negotiations and understandings shall be deemed incorporated herein. This Lease may only be amended or modified by a written instrument signed by both Landlord and Tenant.

19.13 Accord and Satisfaction. Neither the acceptance by a party of a lesser sum than it is due under this Lease, nor any statement on a check or instrument accompanying payment, shall be deemed an accord and satisfaction, and either party may accept any check or payment without prejudicing such party's right to recover all outstanding amounts due under this Lease and pursue all remedies available hereunder or at law or in equity.

19.14 Relationship. The relationship of Landlord and Tenant is solely that of independent third parties engaged in an arms length transaction. Nothing contained in this Lease shall be deemed or constructed as creating a partnership, joint venture, agency relationship or other similar relationship between Landlord and Tenant.

19.15 Waiver of Jury Trial. LANDLORD AND TENANT HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY AND ALL CLAIMS ARISING OUT OF, IN CONNECTION WITH OR RELATED TO THIS LEASE, THE PREMISES OR THE SHOPPING CENTER, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. LANDLORD AND TENANT AGREE THAT SUCH CLAIMS SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH THE COURT AS WRITTEN EVIDENCE OF LANDLORD'S AND TENANT'S WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

19.16 Governing Law. This Lease shall be governed by the law of the State of Tennessee. The parties hereby agree that any suit, action or proceeding related to this Lease, the Premises or the Shopping Center may only be commenced in a federal or state court in Davidson County, Tennessee. The parties hereby consent to such courts having in personam jurisdiction and irrevocably waive any objections they may have to the jurisdiction of such courts.

## ARTICLE 20 PUBLIX PROVISIONS

20.1 Exclusive Uses. So long as the Publix Lease is in effect, Tenant agrees as follows:

(a) During the Term, Publix shall have the exclusive right within the Shopping Center to: (i) operate a grocery supermarket, bakery, delicatessen, and fish market; (ii) sell drugs or other products which are required by law to be dispensed by a registered pharmacist; and (iii) engage in retail sales of items of food for "off-premises" consumption.

(b) The terms and provisions of Section 20.1(a) hereof to the contrary notwithstanding, Tenant shall not be prohibited from engaging in the operation of a retail wine and liquor store at the Premises.

20.2 Prohibited Uses.

(a) Tenant hereby covenants and agrees that it will not use the Premises for any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants in the Shopping Center.

(b) Tenant hereby covenants and agrees that the Premises shall not be used for the following "prohibited uses": a dry cleaning plant, cinema or theater, skating rink, bowling alley, discotheque, dance hall, nightclub, amusement gallery, pool room (provided that pool tables will be permitted as an incidental use in restaurants), health spa (provided that spa services shall be permitted in connection with any beauty/health services business), adult entertainment facility, gymnasium, massage parlor, adult book store, pin ball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, cafeteria (provided that a southern-style "meat and 3" type restaurant shall be allowed provided that such restaurant shall not exceed 3,000 square feet), sale, rental or lease of automobiles, trucks, other motorized vehicles, or trailers, or car wash. In addition, Tenant hereby covenants and agrees that the Premises shall not be used for a day care center, or a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges, being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's.

20.3 Limitation on Tenant's Exclusive Uses. Tenant agrees that, so long as the Publix Lease is in effect, the restrictions on Landlord and the tenants of the Shopping Center set forth in Section 6.2 shall not apply to Publix or the Publix Store.



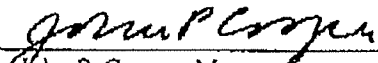
ARTICLE 21  
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

Landlord has provided Tenant with a copy of the REA. Tenant acknowledges and agrees that the Premises and the Shopping Center, as well as Tenant's use of and operations at the Premises and the Shopping Center, are subject to the REA. Tenant further acknowledges and agrees that this Lease is subject and subordinate to the REA. To the extent the terms of this Lease are inconsistent with the terms of the REA, Tenant agrees that the REA shall govern.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the date first written above.

LANDLORD:

MARYLAND COMMONS, L.L.C.

By:   
John P. Cooper, Manager

TENANT:

MARYLAND FARMS WINE & SPIRITS, LLC

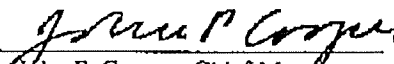
By:   
John P. Cooper, Chief Manager

EXHIBIT A - Site Plan

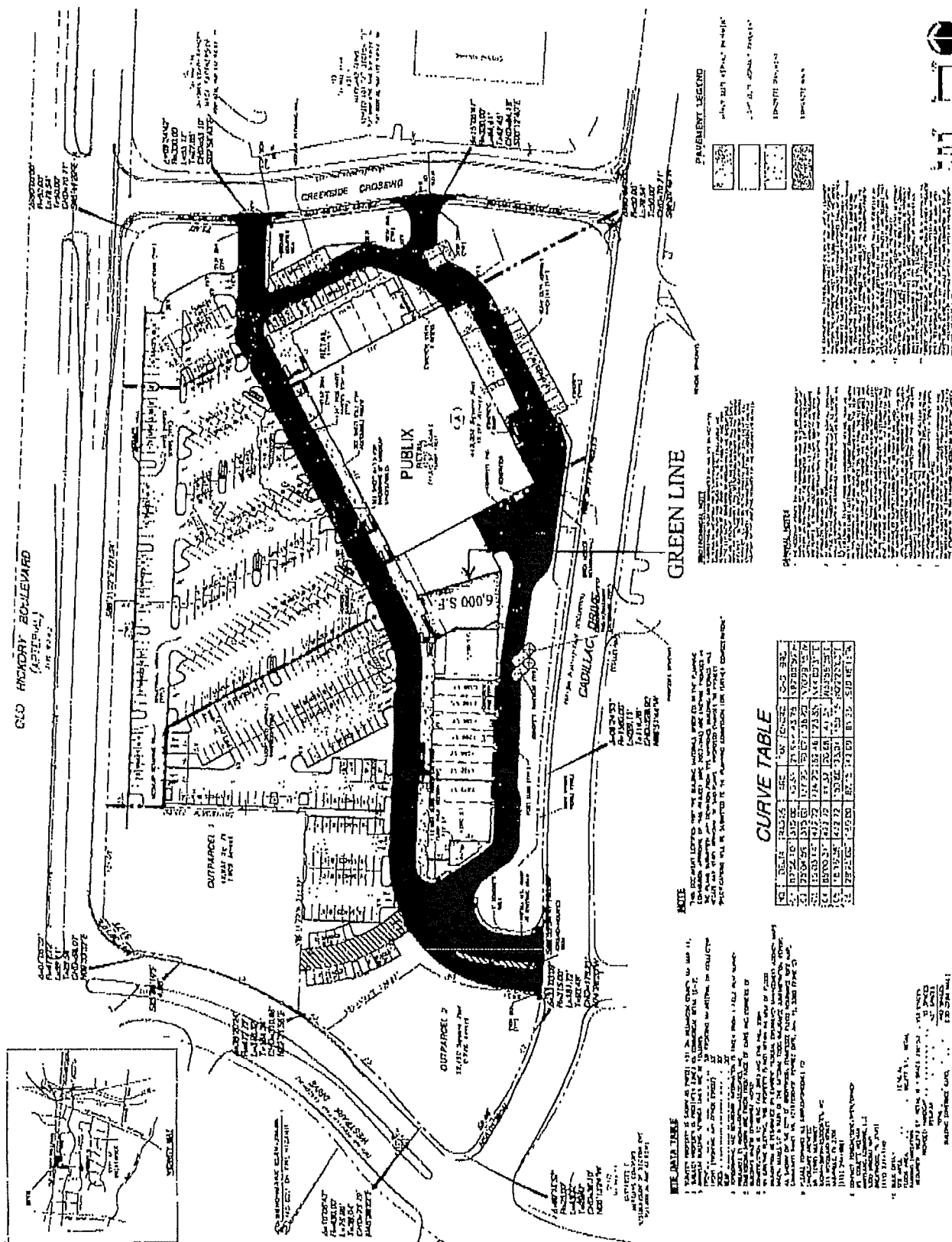


EXHIBIT B

## DESCRIPTION OF SHOPPING CENTER PROPERTY

A parcel of land in the 15<sup>th</sup> Civil District of Williamson County, City of Brentwood, Tennessee and the 33rd Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee, said parcel being all a portion of Lot "A" on the final plat of Resubdivision of Lot "A", Maryland Commons, and Second Resubdivision of Lot 2, Maryland Farms, Lot 1, Section 1, of record in both Plat Book 3726, Page 93133, Register's Office for Williamson County, Tennessee, and as instrument number 20040303-0024163, Register's Office for Davidson County, Tennessee.

EXHIBIT C

## LANDLORD'S WORK

LANDLORD'S WORK:**I. Basic Building**

- A. The structural frame shall be of fire resistant construction. Steel, reinforced concrete, CMU and brick masonry shall be the primary materials. The floor slab shall be concrete.
- B. A pedestrian walkway shall be provided for the full length of the building adjacent to the parking area. Lighting of such walkways will be installed at Landlord's expense.
- C. Landlord will furnish the following utilities:
  - 1. Primary electrical service (120V/208V) to the back of the building. Individual tenant panel (not to exceed 200 amps) will be by Tenant.
  - 2. Cold water and sanitary piping to Tenant's space
  - 3. Telephone conduit to the back of the building.
  - 4. Gas service to the rear of the building.
  - 5. Sprinkler system for shell.
- D. Landlord shall provide lighted and striped off-street parking. Paving for the parking areas shall be of bituminous material and adequate drainage shall be provided.
- E. Standard glass and aluminum store-fronts will be provided by the Landlord. One standard entrance door of aluminum and glass at the front and one exit door of hollow metal at the rear shall be provided in a size required to conform to local building codes.

**II. Interior Work**

- A. The floor surface throughout shall be smooth trowelled finish, exposed concrete except for slab leave-outs at the rear 10' of space, which will have a gravel subgrade 4" below finish floor elevation.
- B. The exterior walls shall be exposed, unpainted masonry block at the rear of the space and sides where applicable.
- C. The ceiling shall be exposed roof joists and metal decking, unpainted.

EXHIBIT D

## TENANT'S WORK

TENANT'S WORK**Building Standards for Tenant Improvement Work****A. General**

1. All work shall be done under the supervision of Landlord. Tenant improvement plans and specifications ("Tenant's Plans and Specifications") and Tenant's contract with the contractor for the Tenant Improvements must be approved by Landlord prior to commencing work.
2. All work shall be installed properly and professionally.
3. Tenant shall complete all work necessary to provide a completely fixtured, decorated, lighted, heated, ventilated and air conditioned store, ready for business in conformance with the generally accepted standards of a modern shopping center.
4. Tenant shall submit plans affecting Landlord's work within 30 days of the date hereof and plans for Tenant's work within 60 days. Should Tenant fail to submit plans as required and Landlord's work process is adversely affected Landlord shall have the right to proceed with the work and Tenant shall bear the expense of subsequent changes required, if any.
5. Tenant will not be allowed to perform any roof penetrations without the express written consent of Landlord. All work to be performed by Tenant on roof shall be accomplished using a Landlord approved contractor.
6. Tenant shall use a fire protection contractor approved by Landlord if any additional sprinkler work is required due to Tenant's work, if applicable.
7. Tenant shall provide a finished floor material and wall base throughout sales area of space.

**B. Drywall Partitions and Doors**

1. Tenant separation walls shall be one hour fire rated, UL design, #U465, with 3-5/8", 20 gage metal studs and 5/8" gypsum board on each side, taped and joint compound on both sides, sanded and ready for paint, or modified as required to meet city requirements.
2. Tenant separation walls shall receive sound attenuation batt insulation, full height and width of wall.
3. Interior partitions shall be 3-5/8", 25 gage metal studs at 24" on center with 5/8" gypsum board on each side. The height of the partitions shall be to ceiling grid.

4. If desired by Tenant, block walls must be furred out a minimum 7/8" with metal hat channel prior to fastening gypsum board. No laminating of gypsum board is allowed.
5. Interior doors shall be 3' x 7', paint grade, pre hung doors with lever hardware.

C. Ceilings

1. Lay in ceilings to be 2' x 4' lay in acoustic fissured face tile with white exposed grid in sales area.
2. Ceiling height to be 10' about finished floor.
3. Batt insulation shall be laid on top of ceiling tiles.

D. Plumbing

1. Toilet facilities shall be provided within 10 feet of the rear masonry wall. These facilities shall consist of one water closet, one lavatory with an instantaneous hot water heater, and one drinking fountain, to meet ADA requirements.
2. The lavatory shall be ELJER #051-2644, wall hung, 20" x 18" with single level type faucet handle, chrome. Install to comply with ADA accessibility guidelines.
3. The water closet shall be ELJER #091-3674, floor mounted, tank type, with BEMIS #1955-C, elongated white seat. Toilet must be handicap accessible type with seat height between 17" and 19".
4. The water heater shall be EMAX #SP-3512, 120v, 3.5 kw, 29A, under sink, instantaneous.
5. Toilet accessories: 1) Handicap grab bars shall be one piece "L" shaped bar, to comply with ADA guidelines, 2) one 18" x 30" stainless steel framed mirror and 3) residential grade toilet paper dispenser.
6. Insulate hot water supply and drain pipes under lavatory as required by Tennessee Handicap Code and ADA guidelines. Use one-piece pre-manufactured kit.
7. All fixtures and accessories to meet Tennessee Handicap Code and ADA guidelines standards.
8. Tenant shall install a water submeter as determined by the City of Brentwood that will serve to monitor the water usage in the space for reimbursement to Landlord.

E. Mechanical

1. Entire tenant space to be heated and cooled with roof-mounted HVAC unit, TRANE model YCD060 C3LOB (or comp) installed per manufacturers specifications sizes as required for space. The unit location must be approved by Landlord prior to installation.

2. Air conditioning design shall be based on one ton per 350 square feet of area. Heat shall be provided to maintain 65 degrees when outside temperature is 0 degrees. All work to be done in accordance with applicable codes.
3. Supply diffusers shall be TITUS TMS. Return grills shall be TITUS-50-R lay-in egg crate. All supply lines shall be hard ductwork. No flexible ductwork is acceptable except for last 6' of supply line.
4. Exhaust fan in toilet room to be BROAN #688, 50 CFM.
5. The routing of gas and electric lines to RTU's must be approved by Landlord prior to installation.
6. If applicable, drop and add sprinkler heads, as necessary, to comply with all applicable codes. Sprinkler heads shall be centered in one direction and heads shall be chrome, semi-recessed, with chrome escutcheons.

F. Electrical

1. Provide all necessary electric service and connection for heating and air conditioning equipment.
2. All electric and telephone conduit shall be installed on the inside face of the exterior wall from Landlord-provided house panel and pedestal to Tenant panelboard and telephone panelboard.
3. Provide 2' x 4' drop-in florescent light fixtures, LITHONIA model #2SPG440-A12-12065B. Emergency ballasts to be BONDINE B90. Exit Lights to be LITHONIA Quantum QMSW3R-120/277 EL. Provide one light fixture per 100 square feet in lay-in ceiling area. Provide 2-tube, slim line, lensless, surface mounted florescent fixtures, quantity as required in open ceiling areas.
4. Provide a minimum of six duplex receptacles (115 volt-20Amp) along demising partition in sales areas, one in storage area and one above ceiling along storefront for lighting displays.
5. Provide power to under-sink water heater.
6. Extend power to front of building for Tenant sign. Run conduit and provide powered junction box on inside of fascia. Install timer at electrical service panel.
7. All thru-wall penetrations in the concrete masonry walls shall be caulked and sealed as required. Paint all conduit to match building standard colors.
8. All telephone boxes, jacks and wiring as desired.
9. All work to be done in accordance with applicable codes.

EXHIBIT E

## RULES AND REGULATIONS

1. Tenant shall operate its business in the entire Premises in a first class and reputable manner, maintaining at all times a full staff of employees and a complete stock of merchandise. Tenant shall display and sell only the current seasons merchandise and Tenant's sales practices shall be in accord with standards and practices generally acceptable in first-class shopping centers. No auction, liquidation, going out of business, fire or bankruptcy sales may be conducted or advertised at the Premises.

2. Except for suite numbers and signs setting forth hours of operation (in compliance with applicable codes, no signs or other items shall be affixed directly to any of the windows or the exterior of the Premises by Tenant. No rotating, flashing, or moving signs may be utilized by Tenant. Any sign that is visible from outside the Premises by vehicular traffic must be approved by Landlord in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

3. No advertising medium or device shall be used in the Premises that can be heard or experienced outside its boundaries, including, but not limited to, flashing lights, searchlights, loud speakers, phonographs, radios or television.

4. No radio, television, or other communication antenna, equipment or device may be mounted, attached, or secured to any part of the exterior of the Premises, unless Landlord has approved the same, in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

5. Except for the permitted use of the Premises for retail sale of wine and other alcoholic beverages for off-premises consumption, Tenant shall not sell or display any paraphernalia used in the preparation or consumption of controlled substances. Additionally, Tenant shall not sell any goods or services containing portrayals that Landlord determines, in its reasonable discretion, to be lewd, graphically violent, pornographic or predominately sexual in nature.

6. Tenant shall not permit or suffer any portion of the Premises to be used for storage (other than storage that is incidental to Tenant's Permitted Use), product assembly or manufacturing.

7. Tenant shall maintain the Premises (including, without limitation, vestibules, entrances, doors, fixtures, windows and plate glass) in a safe, neat and clean condition. Tenant shall be responsible, at its sole cost and expense, for fixing any damage caused by the improper use of the plumbing system in the Premises, including, without limitation, clogs.

8. In the event that Tenant is permitted to sell food in the Premises under the terms of this Lease, Tenant shall: (i) promptly dispose of all trash, garbage and debris, at its sole cost and expense, using containers approved by Landlord, and (ii) inspect and maintain in a good condition all grease traps, pans and hood ventilators.

9. Tenant shall not have the right to maintain any vending machines, pay telephones, ATMs or similar devices in the Premises, unless Tenant has obtained Landlord's prior written approval, which approval may be granted or withheld by Landlord in its sole and absolute discretion.

10. Tenant shall not permit or suffer any portion of the Premises to be used for sleeping or lodging purposes.



11. Tenant shall not solicit orders, distribute any materials, display or sell merchandise, seek contributions, or advertise its business in the Common Areas (including, without limitation, exterior sidewalks and exterior walkways).

12. Tenant shall cause its employees to park in spaces designated for employee use by Landlord, from time to time.

13. Tenant shall take reasonable steps to prevent any pest infestations in the Premises.

EXHIBIT F

## COMMENCEMENT DATE CERTIFICATE

THIS COMMENCEMENT DATE CERTIFICATE ("Certificate") is made and entered into as of \_\_\_\_\_, 200\_\_, by and between the undersigned Landlord and Tenant pursuant to that certain Lease Agreement dated July 15, 2004 (the "Lease"), among Landlord and Tenant. Terms used in this Certificate shall have the same meaning as such terms in the Lease unless otherwise defined herein or unless the context otherwise requires.

Pursuant to the terms of the Lease, the parties hereby confirm the following items:

1. The Commencement Date is \_\_\_\_\_, 2005, and the initial Term shall expire on \_\_\_\_\_, 2015.
2. The Premises have been measured in accordance with Section 2.1(a) of the Lease and the gross square footage of the Premises is \_\_\_\_\_.
3. The Base Rent is \$\_\_\_\_\_ per year, payable in equal monthly installments of \$\_\_\_\_\_.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Commencement Agreement as of the date and year first written above.

LANDLORD:

MARYLAND COMMONS, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

MARYLAND FARMS WINE & SPIRITS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT, dated this 1st day of August, 2010, entered into by and between **MARYLAND COMMONS, L.L.C.** a Delaware limited liability company ("Landlord"), and **MARYLAND FARMS WINE & SPIRITS, LLC**, a Tennessee limited liability company ("Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated 15<sup>th</sup> day of **July, 2004**, (the "Existing Lease"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain premises known as Suite 800, containing approximately 6,000 square feet (the "Premises") located at the retail center known as Marketplace at Maryland Farms, with a street address of 101 Creekside Crossing, Brentwood, Tennessee.

NOW, in consideration of the Premises and the rental hereunder, the parties hereby agree to amend said Existing Lease Agreement as follows:

### WITNESSETH:

Base Rent. ARTICLE 4, Section 4.1 (b) of the Existing Lease is deleted in its entirety and the following subsection is substituted in lieu thereof:

Throughout the Term, Tenant agrees to pay Landlord monthly base rent for the Premises (the "Base Rent") in the amounts specified on the following schedule:

Period	Monthly Base Rent	Annual Base Rent/SF
Commencement Date through month 60	\$ 11,500.00	\$ 23.00/SF
Months 61 through 120	\$ 11,500.00	\$ 23.00/SF
First Renewal Period	\$ 15,210.00	\$ 30.42/SF
Second Renewal Period	\$ 17,490.00	\$ 34.98/SF

The Base Rent shall be paid by Tenant, in advance, on the first (1<sup>st</sup>) day of each month during the Term, except the initial installment of Base Rent shall be paid by Tenant on the Commencement Date. If Commencement Date falls on any day other than the first day of the month, the Base Rent for the first month of the Term shall be prorated.

EXCEPT AS AMENDED HEREIN, the said Existing Lease and Guaranty shall be on the same terms and conditions as set forth therein and all unaffected portions of said Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Agreement on the day and date set forth below.

LANDLORD:  
**MARYLAND COMMONS, LLC**

By: *John P. Cooper*  
**John P. Cooper, Manager**

Date: 8/1/10

TENANT:  
**MARYLAND FARMS WINE & SPIRITS, LLC**

By: *John P. Cooper*  
**John P. Cooper, Chief Manager**

Date: 8/1/10

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT (the "Amendment") dated this 9<sup>th</sup> day of December, 2014, entered into by and between **MARYLAND COMMONS, L.L.C.**, a Delaware limited liability company ("Landlord"), and **MARYLAND FARMS WINE & SPIRITS, LLC**, a Tennessee limited liability company ("Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated the 15<sup>th</sup> day of July 2004, First Amendment dated the 1<sup>st</sup> day of August, 2010 which are collectively incorporated herein by reference (hereinafter referred to as the "Lease") covering certain retail space containing approximately 6,000 square feet (the "Premises") in Suite 800 in the retail center known as Marketplace at Maryland Farms with a street address of 101 Creekside Crossing, Brentwood, Tennessee.

NOW, in consideration of the Premises and the rental hereunder, the parties hereby agree to amend said Existing Lease Agreement as follows:

### WITNESSETH:

1. Term. Landlord and Tenant acknowledge that pursuant to ARTICLE 3, Section 3.2 of the Lease, Tenant hereby exercises its first option to extend the Term of the Lease for one (1) additional five (5) year term (herein the "First Renewal Option"). The First Renewal Option shall commence on the 1<sup>st</sup> day of August 2015 and expire on the 31<sup>st</sup> day of July 2020.

2. Base Rent. Base Rent during the First Renewal Option shall be as follows:

Period		Annual Minimum Rent	Monthly Minimum Rent	Annual Rate/SF
8/1/2015	7/31/2020	\$182,520.00	\$15,210.00	\$30.42

EXCEPT AS AMENDED HEREIN, the said Lease shall be on the same terms and conditions as set forth therein and all unaffected portions of said Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and date set forth above.

LANDLORD:

TENANT:

**MARYLAND COMMONS, LLC**

**MARYLAND FARMS WINE & SPIRITS, LLC**

By: 

John P. Cooper, Manager

By: 

John P. Cooper, Chief Manager

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS LEASE AMENDMENT (the "Amendment"), dated this 31<sup>ST</sup> day of July 2015, entered into by and between **MARYLAND COMMONS, LLC**, a Delaware limited liability company ("Landlord"), and **MARYLAND FARMS WINE & SPIRITS, LLC**, a Tennessee limited liability company ("Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated the 15<sup>th</sup> day of July 2004, First Amendment dated the 1<sup>st</sup> day of August, 2010 and Second Amendment to Lease Agreement which are collectively incorporated herein by reference (hereinafter referred to as the "Lease") covering certain retail space containing approximately 6,000 square feet (the "Premises") in Suite 800 in the retail center known as Marketplace at Maryland Farms with a street address of 101 Creekside Crossing, Brentwood, Tennessee.

WHEREAS, Tenant desires to expand the Premises by incorporating Suite 700 containing 3,167 square feet.

NOW, in consideration of the Premises and the rental hereunder, the parties hereby agree to amend said Existing Lease Agreement as follows:

#### WITNESSETH:

1. Premises. Effective 9/1/15 (the "Expansion Premises Rent Commencement Date") Landlord and Tenant acknowledge that the Premises shall be deemed to contain 9,167 square feet. Tenant accepts the Premises in the condition in which they exist as of the execution hereof.
2. Base Rent. Effective upon the Expansion Premises Rent Commencement Date, Landlord and Tenant acknowledge that the Base Rent shall be as follows:

E	Period	Annual Minimum Rent	Monthly Minimum Rent	Annual Rate/SF
9/1/2015	7/31/2020	\$278,860.00	\$ 23,238.35	\$30.42

EXCEPT AS AMENDED HEREIN, the said Lease shall be on the same terms and conditions as set forth therein and all unaffected portions of said Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and date set forth above.

LANDLORD:

**MARYLAND COMMONS, LLC**

By: Cvette Meekhan  
for John P. Cooper, Manager

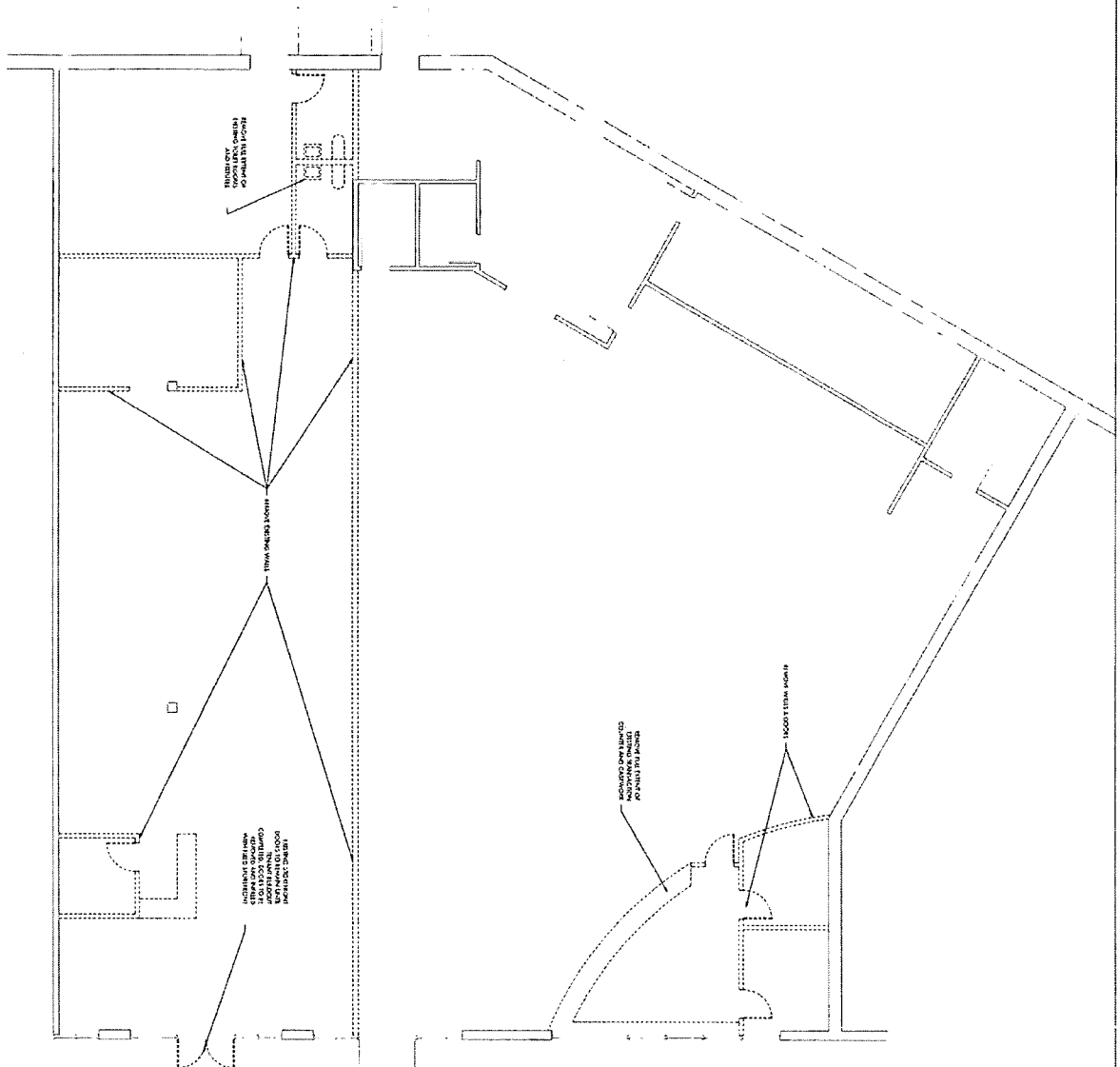
Date: 8/11/15

TENANT:

**MARYLAND FARMS WINE & SPIRITS, LLC**

By: Cvette Meekhan, Secretary  
for John P. Cooper, Chief Manager

Date: 8/11/15



MADELINE JOHNSON

SUBMITTED BY  
MAURENE JOHNSON  
NCTDA #30823  
MAURENE JOHNSON  
INTERIOR DESIGN, P.C.

MARYLAND  
FARMS WINE &  
SPIRITS

PERMIT SET

## MARKETPLACE

101 CREEKSIDE  
CHOCOMA

101 CREEKSIDE  
CROSSING  
BRENTWOOD, TN  
37027

37027

EXISTING  
DEMOLITION RETAIL  
FLOOR PLAN

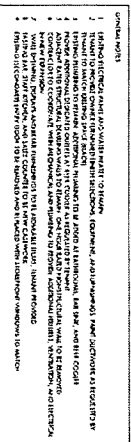
29 JULY 2015

SHEP INC

FD1.01

EXISTING DEMOLITION SLOOT PLAN

NOT FOR CONSTRUCTION



MADDELINE JOHNSON

NOT FOR CONSTRUCTION!



# **CERTIFICATE OF COMPLIANCE FOR RETAIL PACKAGE STORE**

Pursuant to Tennessee Code Annotated, Title 57, Sections 57-3-208 and 57-3-213, this is to certify that Maryland Farms Wine & Spirits, LLC (name of applicant) has made application for a Certificate of Compliance to sell retail alcoholic beverages in the City of Brentwood, Williamson County, State of Tennessee, at 101 Creekside Crossing, Suite 800 (street address of liquor store) and that an investigation has been undertaken of the applicant's criminal record and of the compliance of said business with local law, ordinances or resolutions, and from said investigation the undersigned certifies:

1. That the applicant or applicants who are to be in actual charge of said business have not been convicted of a felony within a ten-year period immediately preceding the date of the application and, if a corporation or other business entity, that the executive officers or those in control have not been convicted of a felony within a ten year period immediately preceding the date of the application;
2. That the applicant has secured a location which complies with all restrictions of the laws, ordinances and resolutions duly adopted by the City of Brentwood;
3. That the issuance of this license will not exceed the numerical limit established by the City of Brentwood.

This \_\_\_\_\_ day of October, 20 19.

Applicant's Home Address: 3817 Richland Ave. City: Nashville

Date of Birth: 2/5/1954

(Note: If the applicant is other than an individual, the above information should be shown on the attachment hereto.)

Issued by: \_\_\_\_\_  
Mayor

Or a majority of City Commission Members:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

This certificate of compliance shall expire and become void \_\_\_\_\_, 20\_\_\_\_ (six months after issuance) if the applicant has not applied for a license from the Alcoholic Beverage Commission by such date. This certificate shall expire and become void \_\_\_\_\_, 20\_\_\_\_ (12 months after issuance) if the retail store for which it is granted is not in operation by such date, unless an extension has been granted by the City of Brentwood.

*Attachment to Certificate of Compliance for Retail Package Store*

Complete the following information for each individual applicant or, if the applicant is a corporation or other business entity, for each executive officer:

Name: John W. Stone, III

Position or Title in Applicant: Trustee to The MFWS Irrevocable Trust (sole member of Maryland Farms Wine & Spirits, LLC)

Home Address: 3817 Richland Ave. City/State/Zip: Nashville, TN 37205

Date of Birth: 2/5/1954

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

Position or Title in Applicant: \_\_\_\_\_

Home Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Position or Title in Applicant: \_\_\_\_\_

Home Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Position or Title in Applicant: \_\_\_\_\_

Home Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Position or Title in Applicant: \_\_\_\_\_

Home Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

Position or Title in Applicant: \_\_\_\_\_

Home Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

## **Brentwood City Commission Agenda**

**Meeting Date:** 10/28/2019

Approval to Purchase Petersen TL-3 Lightning Loader (Grapple) via the Sourcewell Purchasing Cooperative

**Submitted by:** Todd Hoppenstedt, Public Works

**Department:** Public Works

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### **Information**

#### **Subject**

Approval to Purchase Petersen TL-3 Lightning Loader through the Sourcewell Purchasing Cooperative.

#### **Background**

The FY 2020 Equipment Replacement Fund budget includes \$135,000 for the scheduled replacement of a chipper and chipper truck combination. As part of a continued initiative to improve our Public Works processes and provide the best service to our residents, staff is recommending that the chipper and chipper truck combination be replaced with an alternate piece of equipment.

Last year, the Public Works Department purchased its first Petersen TL-3 Lightning Loader grapple truck to aid the chippers in the brush collection program. After continually reviewing the improvements that the first grapple truck has yielded the department, staff is recommending the purchase of a second grapple truck in lieu of the chipper/chipper truck. If approved, this addition will allow us to serve the brush collection program through the use of four two-person chipper crews and two hydraulic grapple trucks that are typically operated by one equipment operator.

Staff has had nearly 11 months of experience with the first grapple truck, during which time there have been no additional workplace injuries related to brush collection. Furthermore, the grapple truck has expedited our collection methods, especially during high volume stops as a part of storm damage clean-up, and it also improves our overall job safety while working in extreme temperatures and inclement weather.

Additionally, the ability to continue to serve the demands of the brush collection program using one less staff member, allows us to divert additional resources to the backlog of drainage projects and other Public Works tasks.

The Petersen TL-3 Lightning Loader is available through the Sourcewell Purchasing Cooperative (formerly NJPA), for \$151,074.58 (see attached picture). As noted above, the Equipment Replacement Fund (ERF) allocated \$135,000 for the purchase of a new

chipper and chipper truck. The change in equipment type has caused this purchase amount to increase beyond the budgeted amount. Current costs for a chipper are \$42,593.01 and a chipper truck \$90,211.00 for a combined amount of \$132,804.01. Staff requests approval to purchase the Petersen TL-3 Lightning Loader for \$151,074.58. The overage of \$16,074.58 will likely be absorbed through other line-item savings in the ERF, but if not, a year-end budget amendment will be necessary.

Please direct any questions to the Public Works Director.

### **Staff Recommendation**

Staff recommends approval of the purchase of the Petersen TL-3 Lightning Loader through the Sourcewell Purchasing Cooperative (formerly NJPA), for \$151,074.58.

### **Previous Commission Action**

No previous Commission action on this item.

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### **Fiscal Impact**

**Amount :** \$151,074.58

**Source of Funds:** Equipment Replacement Fund

**Account Number:** 310-43120-89520

#### **Fiscal Impact:**

FY 2020 Budget includes \$45,000 for a chipper and \$90,000 for a chipper Truck. The Petersen TL-3 Lightning Loader is \$151,074.58, exceeding the budgeted amount \$16,074.58. This amount may be absorbed through other line-item savings in the Equipment Replacement Fund, but if not, a year-end budget amendment will be necessary.

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### **Attachments**

Petersen TL-3 Loader Quote

Comparison Quotes for Chipper & Chipper Truck

Picture

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**CMI Equipment Sales, Inc.**

**P.O. Box 1528**

**Goodlettsville, TN 37070**

**www.cmiequip.com 615-227-7800**

## QUOTE - DO NOT PAY

Quote: 01-1352

Date: 8/26/2019

PO:

CustId: C/ BRENTWOOD

Cust Email:

Phone:

(615) 371-0080

Salesperson:

NickC

User:

NickC

Bill To:

CITY OF BRENTWOOD

P.O. BOX 788

BRENTWOOD, TN 37024

Ship To:

CITY OF BRENTWOOD

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
Petersen	QU	Petersen	1.0000		\$151,074.58		
		PT - TL-3 Base Loader					
		Total Petersen					\$151,074.58
Remark	RE	Heavy Duty Swing Motor					
Remark	RE	Quadstick Mech Controls					
Remark	RE	HDHI Outrigger Strobe					
Remark	RE	Standard Bucket 60"					
Remark	RE	Boom Up Warning Light/Audible Alarm					
Remark	RE	Hose Guards -Head/Valve					
Remark	RE	Tool Box -Frame Mounted					
Remark	RE	Tandem Pump					
Remark	RE	Model HDX 1824 Hardox Body					
Remark	RE	Standard Barn Doors					
Remark	RE	PI Self Winding Load Covering Device					
Remark	RE	Wire Loom for Body Wiring					
Remark	RE	LED Type Body Lights					
Remark	RE	Amber LED Flashers In Rear					
Remark	RE	Mounted on 2019 Freightliner M2 Chassis					
Total:							\$151,074.58

Totals

Sub Total:	\$151,074.58
Total Tax:	\$0.00
Invoice Total:	\$151,074.58



# Bobcat®

## of St. Louis

**Bobcat of Nashville**  
 149 Industrial Blvd  
 La Vergne, TN 37086  
 USA  
 615-967-7745 (Phone)

### QUOTATION

Quotation #:	Quote Created:	Last Updated:	Salesperson:
<b>99723</b>	<b>10/01/19 10:53 am</b> by Bobcat of Nashville	<b>10/01/19 11:08 am</b> by Dawn Cook	TJ Gaia

#### CUSTOMER:

City of Brentwood  
 5211 Maryland Way  
 PO Box 788  
 Brentwood, TN 37024-0788  
 United States  
 6153710080 (Phone)  
 Rich Richardson (Contact)  
[woejoy77@mac.com](mailto:woejoy77@mac.com)

### MODEL 200XP (12" DISC STYLE) BRUSH BANDIT

Qty	Part #:	Description:
1	MODEL-200	Model 200XP - (12" Disc Style) Brush Bandit

### STANDARD EQUIPMENT

1	STANDARD	40" diameter x 2" thick (2 knife pocket) chipper disc, each pocket equipped with (2) 1/2" x 4 1/2" x 7 1/4" dual edge knives
1	STANDARD	29 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and sight gauge
1	STANDARD	13 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and sight gauge
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 7 1/2" diameter x 16 3/8" wide, driven by (2) 15.9 CID hydraulic motors.
X	STANDARD	Top feed wheel jack mount with locking pin to raise & lock top feed wheel using tongue jack (not provided when hydraulic lift cylinder option is selected)
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge
1	STANDARD	29" high x 45" wide tapered infeed hopper with 30" fold down infeed hopper tray
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Control bar - located around top and sides of infeed hopper with 3 control positions (forward / neutral / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	3/16" x 2" x 6" rectangular tubing with a 1/4" x 3" x 6" tubular tongue
1	STANDARD	Frame / Fender supports
1	STANDARD	(2) radiator guard posts
1	STANDARD	Lockable aluminum toolbox
1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)



<b>1 STANDARD</b>	Pressure check kit - Gauge is NOT included
<b>1 STANDARD</b>	Weather resistant manual container
<b>1 STANDARD</b>	Engine disable plug for hood locking pin-preventing engine from operating without pin in place
<b>1 STANDARD</b>	Safety DVD, (2) 6" wide x 9" tall Bandit operator's manuals (one paper copy and one waterproof copy) and (1) engine operator's manual
<b>1 STANDARD</b>	Spanish & English combination safety decals

## OPTIONS

Qty	Part #:	Description:
<b>1</b>	<b>333-23662</b>	Standard Imron Industrial Urethane Alert Orange
<b>1</b>	<b>990-RC1579-163</b>	Caterpillar C3.4, 74 horsepower engine without clutch - Tier 4 FINAL (Includes 2 year / 2,000 hour engine warranty)
<b>1</b>	<b>905-6000-45</b>	Murphy PV380 panel with reversing auto feed for Cat 74 horsepower diesel engines (Includes 1,000 CCA battery with box)
<b>1</b>	<b>990-100962</b>	Standard manual clutch is included with engine
<b>1</b>	<b>OPTION-980-5001-38</b>	Long Frame for Model 150 / 200 (Only needed on Cat and Perkins 74 - 122.5 horsepower engines)
<b>1</b>	<b>OPTION-905-5000-84</b>	Hydraulic lift cylinder for top feed wheel (controlled manually unless wireless radio remote option is selected)
<b>1</b>	<b>500-0001-86</b>	200 Knife Sales Kit (2 sets of knives)
<b>1</b>	<b>990-1018-32</b>	Single 7,000 pound Torflex EZ Lube axle with electric brakes
<b>1</b>	<b>990-1017-29</b>	(2) ST235/80R 16" tires mounted on 8-bolt white spoke rims (Tire is approximately 9.43" wide, tire capacity is 3,520 pounds each) (7,000 pound axles only)
<b>1</b>	<b>OPTION-980-1002-66</b>	12" HD bolt on steel fenders - single axle units only
<b>1</b>	<b>990-100274</b>	2-1/2" Wallace Forge Pintle Hitch
<b>1</b>	<b>OPTION-980-5001-40</b>	Telescoping tongue with single 20" adjustment - long frame

## CUSTOMER TOTALS

<b>Total Unit Price:</b>		<b>\$ 48401.15</b>
<b>Customer Discount:</b>	12.0000 %	<b>- \$ 5808.14</b>
<b>Customer Net Unit Price:</b>		<b>\$ 42593.01</b>
<b>Customer Total:</b>		<b>\$ 42593.01</b>

## SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date

Close

Print

## Hoppenstedt, Todd

---

**From:** Brent Boyd <brentb@neelycoble.com>  
**Sent:** Friday, October 4, 2019 11:24 AM  
**To:** Richardson, Rich; Dudley Smith  
**Cc:** Hoppenstedt, Todd  
**Subject:** RE: updated cost estimate  
**Attachments:** 20191004111322476.pdf; 20191004111331721.pdf

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Rich,

Good morning sir.

Please see attached specifications on our 2021 Freightliner M2 106 and the specifications on Roger's 14 foot Chipper Body.

Per attached specifications your budget review number for the cab, chassis, and chipper body is \$90,211.00.

Please if you have any questions, do not hesitate to get back with me. My cell number is (615)473-3522.

Neely Coble Co., Inc

Brent Boyd  
Sales Representative

**From:** Dudley Smith <dudleys@neelycoble.com>  
**Sent:** Friday, October 04, 2019 10:51 AM  
**To:** Brent Boyd <brentb@neelycoble.com>  
**Subject:** FW: updated cost estimate

**From:** Richardson, Rich <rich.richardson@brentwoodtn.gov>  
**Sent:** Friday, October 04, 2019 8:49 AM  
**To:** [dudleys@neelycoble.com](mailto:dudleys@neelycoble.com)  
**Cc:** Hoppenstedt, Todd <[Todd.hoppenstedt@brentwoodtn.gov](mailto:Todd.hoppenstedt@brentwoodtn.gov)>; [bboyd@neelycoble.com](mailto:bboyd@neelycoble.com)  
**Subject:** updated cost estimate

Dudley, will you please provide an updated cost estimate for a Chipper truck.

Thank You

Rich Richardson  
City of Brentwood  
615-371-0080







## **Brentwood City Commission Agenda**

**Meeting Date:** 10/28/2019

Approval to Purchase Dual Purpose K-9 for the Police Department

**Submitted by:** Tommy Walsh, Police

**Department:** Police

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### **Information**

#### **Subject**

Approval to purchase dual purpose K-9 from Canine Command for the Police Department.

#### **Background**

The FY 2020 non-routine work plan for the Police Department includes the replacement of the BPD K-9. The current K-9, Lexie, has been in service since August 2010 and is now more than 11 years old. Lexie is inside the average retirement age of 10 to 12 years for a narcotics K-9. PD staff wanted to be proactive to begin the process to replace the K-9 early in order to avoid a potential delay which could result in a significant period of time without the availability of a K-9. In addition to the replacement of the K-9, a new PD handler is needed for the new animal. Officer Trey Frasch was selected as the handler on August 8, 2019.

Once the handler was selected, staff began the process of evaluating the type of animal that would best suit the needs of the City. Both narcotic and dual-purpose (narcotic and tracking) K-9s are used by other local departments. There are primarily two breeds of dogs that are used. The first is a German Shepherd (which is preferred by many of the larger agencies) and the second is the Belgian Malinois, which is the breed currently being used by the BPD. Multiple agencies were contacted for feedback during the evaluation process. BPD has had a narcotic K-9 for a number of years, but has never had a dual-purpose animal. As the City grows staff felt that there would be more need for tracking capabilities in the future. Additionally, with the recent controversy involving hemp, there is less of a need for animals trained to detect the odor of marijuana. Staff has been very pleased with the performance and temperament of Lexie. After careful consideration staff determined that a dual-purpose Malinois was the best solution for the future needs of the Department.

After selecting the handler and determining the breed and type of animal, PD staff began the process of selecting a vendor. Given the nature of this purchase, staff is recommending waiver of the normal competitive bidding requirements and instead solicited turnkey pricing proposals from several qualified vendors. K-9 vendors select a suitable animal and provide the training for the animal and handler as part of the total cost of acquisition. Staff again consulted with multiple local agencies regarding the best and most cost-effective

options and settled on four vendors from which to obtain prices. The vendors all have experience providing K-9s for local agencies. One of the vendors is local and three are out of state. The four options are listed below with the total cost for acquisition, training, and travel included.

Southern Coast K-9 New Smyrna Beach, Florida \$21,584.00  
Shallow Creek K-9 Sharpsville, PA \$19,645.00  
Houston K-9 Academy Houston, TX \$21,000.00  
Canine Command LLC Gallatin, TN \$13,500.00

After conducting a review of each vendor staff determined that Canine Command offered the best combination of training at the lowest cost. Being local, the costs associated with travel, lodging, and per diem would be eliminated resulting in significant savings over the other vendors. Additionally, Canine Command offered the longest initial training period and regular access to the trainer due to close proximity to Brentwood. There are a number of local agencies that currently use K-9s trained by Canine Command including Sumner County, Hendersonville, Lebanon, Springfield, Gallatin and Bowling Green, KY. The total cost of a dual-purpose animal from Canine Command is \$13,500, which includes a one-year warranty. If the dog is not performing to standards or has health-related issues, we would be able to obtain a new animal at no additional cost.

If approved, this purchase will be funded using drug fund proceeds. Staff recommends approval of the purchase of a dual purpose K-9 from Canine Command LLC. Please contact the Police Chief if you have questions.

### **Staff Recommendation**

Staff recommends approval of purchase of dual purpose K-9 from Canine Command.

---

### **Fiscal Impact**

**Amount :** \$13,500.00

**Source of Funds:** Drug Fund

**Account Number:** 126-42100-83299

### **Fiscal Impact:**

Funds for this purchase are available in the police department drug fund.

---

### **Attachments**

Bid Letter

Recommendation Letter

Cost Comparison

---

# CANINE<sup>TM</sup> COMMAND LLC

---

*High Quality  
Patrol and Detector Dogs*

\*

**108 Chatsworth Court  
Hendersonville, TN 37075**

**Wilfred “Dean” Hunter  
National Certified Trainer  
National Certified Judge  
Member U.S.P.C.A.**

**Caninecommandllc.com  
(615) 498-4268  
k9command@comcast.net**

To: Michael Brady  
Brentwood Police Department  
5211 Maryland Way  
Brentwood, TN 37027  
(615) 577-6090

**RE: Dual Purpose Canine and Handler Course**

Detective Brady,

I appreciate you and your Departments interest in purchasing your next police canine from Canine Command<sup>TM</sup> LLC. The following is a list of information you requested. If you have further question, please, don't hesitate in calling.

**Dual Purpose, Patrol / Narcotics Detection Canine and Handlers Course:**  
(Includes the following)

The selected canine will undergo and successfully complete a ten-week basis patrol dog course. The canine will be trained in off lead obedience, agility, article search, suspect search, criminal apprehension, and criminal apprehension with gunfire, handler protection, open area search, suspect tracking, and building searches. All patrol dog training will meet the standards set by the United States Police Canine Association. Assigned handler and canine will undergo and successfully complete an eight week handler's course in criminal patrol.

The selected canine will also undergo and successfully completes an eight week basic narcotics detection course. All narcotics detection training will meet the standards set by the United States Police Canine Association. Assigned handler and canine will undergo and successfully complete a two week handler's course in narcotics detection. The team will be trained to conduct interior/exterior building searches, interior/exterior vehicle searches, postal/luggage/locker searches, and storage unit searches. The canine will be trained to respond and alert to the odors of marijuana, cocaine, crack cocaine, meth, and heroin.

**Price includes the following:**

- I. Purchase of suitable canine.
- II. Veterinarian examination, inoculations, and x-rays of both hips and elbows.
- III. One-year warranty that includes both, health and workability.
- IV. Documentation, veterinarian records, training records, etc.
- V. Eighteen week training course, meeting United States Police Canine Association standards.
- VI. Ten weeks (eight weeks patrol / two weeks narcotics) of hands on instruction, with the handler you have selected from your department.

⇒ **Total cost: \$ 13,500.00**

**Maintenance Agreement:   \*\*\*\* *Optional*\*\*\*\***

**\*\*\* Dual purpose :**

- I. Monthly retraining and documentation for handler and canine, minimum of sixteen hours per month.
- II. If team experiences problems during the month, additional training will be done to correct the problem.

⇒ **Total cost per-year: \$ 1,950.00 (per team)**

- \* Monthly retraining is a necessity to insure the dog is searching effectively and responding properly to all areas trained in. The canine should also be observed monthly by qualified persons other than the handler to verify the handler's effectiveness and to provide a second evaluation of the canine for both street and court purposes. Continual retraining is necessary to insure the canine is not becoming unfamiliar with one or all areas of training.

If you have any questions please do not hesitate to call.

Sincerely,

Wilfred "Dean" Hunter  
Owner / Operator  
Nationally Certified  
Canine, Training Instructor

August 26, 2019

Jeff Hughes  
Brentwood Police Chief  
5211 Maryland Way  
Brentwood, Tennessee 37027

Chief Hughes,

As you are aware, I initially narrowed the canine search down to two vendors and scheduled an appointment with a third, local vendor, Canine Command LLC (“Canine Command”), Gallatin, Tennessee on August 23, 2019. In attendance was myself, Patrol Division Captain Jimmy Campbell, Captain David O’Neil, Detective Michael Brady, and the owner/operator of Canine Command, Dean Hunter. Mr. Hunter was able to provide numerous references during our visit and additionally had two handlers on-site. Below is a list of a few of the local agencies currently utilizing Dual Purpose Canines from Canine Command.

- Sumner County Sheriff’s Department
- Hendersonville Police Department
- Lebanon Police Department
- Springfield Police Department
- Gallatin Police Department
- Bowling Green (KY) Police Department

At Canine Command, the selected canine will undergo and successfully complete a ten-week basic patrol dog course. The canine will be trained in off lead obedience, agility, article search, suspect search, criminal apprehension, and criminal apprehension with gunfire, handler protection, open area search, suspect tracking, and building searches. All patrol dog training will meet the standards set by the United States Police Canine Association (“USPCA”). Assigned handler and canine will undergo and successfully complete an eight-week handler’s course in criminal patrol.

The selected canine will also undergo and successfully complete an eight-week basic narcotics detection course. All narcotics detection training will meet the standards set by the USPCA. Assigned handler and canine will undergo and successfully complete a two-week handler’s course in narcotics detection. The team will be trained to conduct interior/exterior building searches, interior/exterior vehicle searches, postal/luggage/locker searches, and storage unit searches. The canine will be trained to respond and alert to the odors of cocaine, crack cocaine, methamphetamines, and heroin. As determined by the Brentwood Police Department (“BPD”) command staff, the canine will not be trained in the detection of marijuana.

It is my recommendation that the next BPD canine be obtained from and trained by Canine Command of Gallatin, Tennessee. Dean Hunter began his law enforcement career in 1979 and has focused on canines for nearly 30 years. Mr. Hunter’s elite program consists of ten weeks hands-on training with the canine, which is the longest training than any other vendor in this selection process. Mr. Hunter is the sole owner and operator of Canine Command with a low student to instructor ratio. His last patrol handler course consisted of just four students/handlers. Dean Hunter’s facilities are well maintained and comprised of all necessary training aids per USPCA specifications. Furthermore, Mr. Hunter is a nationally certified trainer and current national judge for the USPCA. He is a Tennessee Post-Certified Police Officer and

Trainer, and can provide first-hand knowledge of Tennessee laws and procedures regarding the use of patrol canine functions.

For an additional annual cost, Canine Command offers a maintenance agreement which provides the required monthly retraining and documentation for the canine and handler. If the team experiences problems during the month, additional training will be done to correct the problem. This maintenance package allows Mr. Hunter to evaluate and train the canine for its entire service career. Because Canine Command is local, there are no lodging or per diem expenses to Brentwood Police Department. This drastically reduces the overall acquisition costs of BPD's new canine.

After careful consideration, officer testimonials, and lots of discussion with others involved in this selection process, it is my recommendation to proceed with selecting the next BPD canine from Canine Command, out of Gallatin, Tennessee.

Respectfully,

A handwritten signature in black ink, appearing to read "William N. Frasc, III", written in a cursive style.

Officer William N. Frasc, III

cc: Assistant Chief, Thomas Walsh  
Captain Richard Hickey  
Captain Jimmy Campbell

VENDOR	SOUTHERN COAST K-9	SHALLOW CREEK K-9	HOUSTON K-9 ACADEMY	CANINE COMMAND LLC
LOCATION	New Smyrna Beach, FL	Sharpsville, PA	Houston, TX	Gallatin, TN
NARCOTIC	\$8,500	\$8,500	\$9,000	\$8,500
INITIAL TRAINING NARCOTIC	4 weeks	4 weeks	4 weeks	4 weeks
TRAINING COST NARCOTIC	\$2,400	\$2,000	\$3,000	Included
DUAL PURPOSE	\$14,000	\$14,500	\$10,000	\$13,500
INITIAL TRAINING DUAL PURPOSE	6 Weeks	6 Weeks	9 Weeks	10 Weeks
TRAINING COST DUAL PURPOSE	\$3,600	\$3,000	\$4,500	Included
WARRANTY	1 year	3 mo./1 yr	2 yrs	1 year
LODGING INCLUDED	No	Yes	No	No
ONGOING TRAINING PROVIDED	No	Yes (For Additional Cost)	Yes (For Additional Cost)	Yes (For Additional Cost)
PERDIEM COST	\$42/\$56	\$41.25/\$55	\$45.75/\$61	N/A
LODGING COST	\$59/Night	Provided	\$65	N/A
EQUIPMENT PROVIDED	Unknown	Yes	Yes/Travel Kennel	No
TOTAL NARCOTIC	\$13,556.00	\$11,900.00	\$14,886.00	\$8,500.00
TOTAL DUAL PURPOSE	\$21,584.00	\$19,645.00	\$21,000.00	\$13,500



## **Brentwood City Commission Agenda**

**Meeting Date:** 10/28/2019

Approval to Accept Sealed Bid From Caliber Collision for the Painting of Twelve (12) New Police Vehicles.

**Submitted by:** David Gossett, Police

**Department:** Police

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### **Information**

#### **Subject**

Approval to accept sealed bid from Caliber Collision for the painting of 12 new police vehicles.

#### **Background**

The Police Department requests approval of a recent sealed bid for the painting of new police vehicles. An ad was placed in the Tennessean and the Williamson AM on 10-9-2019 requesting sealed bids for the painting of 12 police vehicles. Sealed bids were opened on October 14, 2019 with only one bid received. That bid was from Caliber Collision of Brentwood. The total cost per vehicle was \$2,150.60 for a total of \$25,807.20 for all 12 vehicles.

Caliber Collision has performed repairs and painted vehicles in the past and staff has been satisfied with the work. Caliber is also familiar with the BPD paint scheme.

Funds for this purchase were included in the FY 2020 PD annual operating budget. A total of \$22,750.00 was budgeted for vehicle painting. Although the costs will be slightly over budget, the additional cost will be absorbed by other line item savings.

Please contact the Police Chief with any questions.

#### **Staff Recommendation**

Staff recommends approval of sealed bid from Caliber Collision for the painting of 12 police vehicles.

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### **Fiscal Impact**

**Amount :** 25,807.20

**Source of Funds:** PD Annual Operating Budget

**Account Number:** 110-42100-82599

**Fiscal Impact:**

Funds for this purchase were included in the FY 2020 PD annual operating budget. A total of \$22,750.00 was budgeted for vehicle painting. Although the costs will be slightly over budget, the additional cost will be absorbed by other line item savings.

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**Attachments**

Vehicle photo

Paint Ad

Bid Tabulation

Quote

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**Order Confirmation for Ad #: 0003809086**

**Customer:** CITY OF BRENTWOOD  
**Address:** PO BOX 788  
 BRENTWOOD TN 37024 USA  
**Acct. #:** NAS-529765  
**Phone:** 6153712200

CITY OF BRENTWOOD

**Ordered By:** DAVID

**OrderStart Date:** 10/09/2019

**Order End Date:** 10/09/2019

<b><u>Tear Sheets</u></b>	<b><u>Affidavits</u></b>	<b><u>Blind Box</u></b>	<b><u>Promo Type</u></b>	<b><u>Materials</u></b>	<b><u>Special Pricing</u></b>	<b><u>Size</u></b>
0	1					1 X 30.00

<b><u>Net Amount</u></b>	<b><u>Tax Amount</u></b>	<b><u>Total Amount</u></b>	<b><u>Payment Amount</u></b>	<b><u>Amount Due</u></b>
\$56.50	\$0.00	\$56.50	\$0.00	\$56.50

**Ad Order Notes:**

**Sales Rep:** breid1

**Order Taker:** breid1

**Order Created** 09/24/2019

**INVOICE TEXT:** 0003809086NOTICETOBIDDERSTHECITYOFBRENTWOODPOLICEDEPARTMENTISACCEPTINGSEALEDBIDSFOF

Product	# Ins	Start Date	End Date
NAS-Tennessean.com	1	10/09/2019	10/09/2019
NAS-Williamson	1	10/09/2019	10/09/2019

\* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

**Text of Ad:** 09/24/2019

0003809086

NOTICE TO BIDDERS  
 The City of Brentwood, Police Department, is accepting sealed bids for the painting of (11) eleven 2019 Dodge Chargers and (1) one 2020 Ford Utility Interceptor. The City of Brentwood will accept the lowest bid that meets our specifications. The city reserves the right to accept or reject any or all bids. For detailed and required specifications, contact David Gossett at 615-371-0060 ext. 6080. Bids must be sealed in an envelope and marked SEALED POLICE DEPARTMENT PAINT QUOTE, and delivered to, or mailed to, Finance Department, City of Brentwood, PO Box 788, Brentwood, Tn 37024-0788. Sealed bids will be opened Monday, October 14 at 10:00am.

# BID TABULATION – CITY OF BRENTWOOD

## Vehicle Painting

Monday, October 14, 2019 10:00 a.m.

BIDDER	BASE BID	NOTES
Caliber Collison*	\$2,150.60 per vehicle	Total cost for 12 vehicles \$25,807.20

\*Only Bid

cc: Kirk Bednar  
Jay Evans  
Richard Parker  
Jeff Hughes  
Holly Earls (files)

# CALIBER COLLISION

## CALIBER - BRENTWOOD

RESTORING THE RHYTHM OF YOUR LIFE  
1682 Mallory Lane, Brentwood, TN 37027  
Phone: (615) 377-3877  
FAX: (615) 377-8677

Workfile ID: 98cdee1c  
Federal ID: 33-0730794

### Preliminary Estimate

#### Customer: Brentwood Police Department

Written By: Shawn Ferrell

Insured: Brentwood Police  
Department

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

#### Owner:

Brentwood Police Department  
(615) 714-5680 Cell

#### Inspection Location:

CALIBER - BRENTWOOD  
1682 Mallory Lane  
Brentwood, TN 37027  
Repair Facility  
(615) 377-3877 Business

#### Insurance Company:

CUSTOMER PAY

### VEHICLE

2018 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

VIN: 2C3CDXKT0JH193494

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

#### TRANSMISSION

Automatic Transmission  
4 Wheel Drive

#### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Power Driver Seat

#### DECOR

Dual Mirrors  
Tinted Glass  
Overhead Console

#### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Message Center  
Steering Wheel Touch Controls  
Telescopic Wheel

Climate Control  
Backup Camera

#### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

#### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

#### SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

#### WHEELS

Styled Steel Wheels

#### PAINT

Clear Coat Paint

#### OTHER

Traction Control  
Stability Control  
California Emissions  
Power Trunk/Gate Release

## Preliminary Estimate

### Customer: Brentwood Police Department

2018 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

44	R&I	RT Belt w'strip					0.3
45	R&I	LT Belt w'strip					0.3
46	R&I	LT Surround w'strip					0.4
47	R&I	RT Surround w'strip					0.4
48	<b>QUARTER PANEL</b>						
49	*	Refn	LT Quarter panel				<u>1.4</u>
50			Overlap Major Adj. Panel				-0.4
51	*		Add for Clear Coat				0.2
52	*	Refn	RT Quarter panel				<u>1.4</u>
53			Overlap Major Adj. Panel				-0.4
54	*		Add for Clear Coat				0.2
55	#		Cover Car for Overspray	1	5.00	T	1.0
56	<b>TRUNK LID</b>						
57	*	Refn	Trunk lid w/police w/o camera				<u>2.0</u>
58			Overlap Major Adj. Panel				-0.4
59	*		Add for Clear Coat				0.3
60			OTHER CHARGES				
61	#		E.P.C.	1	5.00		
<b>SUBTOTALS</b>					<b>10.00</b>	<b>5.0</b>	<b>23.3</b>

### ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				0.00
Body Labor	5.0 hrs	@	\$ 46.00 /hr	230.00
Paint Labor	23.3 hrs	@	\$ 46.00 /hr	1,071.80
Paint Supplies	23.3 hrs	@	\$ 36.00 /hr	838.80
Miscellaneous				5.00
Other Charges				5.00
Subtotal				2,150.60
<b>Grand Total</b>				<b>2,150.60</b>
Deductible				0.00
<b>CUSTOMER PAY</b>				<b>0.00</b>
<b>INSURANCE PAY</b>				<b>2,150.60</b>



## Preliminary Estimate

### Customer: Brentwood Police Department

2018 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

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Caliber Collision is the industry leader in quality collision repair. Since day one, our highest purpose has been to get people just like you back on the road as quickly as possible and fully restored to the rhythm of your life. You can be sure we do everything possible to ensure your complete satisfaction including:

- Personalized, high quality service from the largest collision repair company in the U.S.
- Consistently ranked among the highest customer satisfaction scores in the industry.
- Approved by every major insurance company in the U.S.
- Expedited car rental and towing services to get you back on the road again in no time.
- Repair work backed by a written, lifetime warranty honored at every location.
- 24/7/365 customer service to answer questions and put your mind at ease.

This is a preliminary estimate based on visible damage. There may be additional repairs needed once the vehicle is taken apart by our I-CAR Gold Class technicians to identify any additional damage.

If an insurance company has written an estimate for you, please provide us with a copy. Properly endorsed insurance company checks are welcome as payment for the repair of your vehicle. Caliber Collision gladly accepts all major credit cards, debit cards, cashier's and traveler's checks. See your Caliber Collision center for details on acceptance of personal checks.

Before leaving your vehicle with us, please remove all important personal and valuable items from your vehicle. Caliber Collision is not responsible for belongings left in your vehicle.

Please let us know how we can be of further assistance, and when we can schedule an appointment for your vehicle to be repaired.

Caliber Collision - Restoring The Rhythm Of Your Life®

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IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

## Preliminary Estimate

### Customer: Brentwood Police Department

2018 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 09/16/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.  
X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.  
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.  
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.  
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non  
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.  
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.  
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway  
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.