



**Agenda for the Regular Meeting of Board of Commissioners  
Monday, March 9, 2020 - 7:00 pm  
Brentwood City Hall**

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

**Approval or Correction of Minutes**

February 24, 2020

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

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

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

**Consent Agenda**

1. Resolution 2020-19 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH HIGH-TECH SPECIAL EFFECTS, INC. FOR THE 2020 INDEPENDENCE DAY FIREWORKS SHOW, for adoption

2. Resolution 2020-20 - A RESOLUTION ESTABLISHING A SPEED LIMIT OF 40 MILES PER HOUR ON MURRAY LANE BETWEEN THE INTERSECTION AT HOLLY TREE GAP ROAD AND THE CITY LIMITS NORTH/NORTHWEST OF SUCH INTERSECTION AND AUTHORIZING CONSTRUCTION OF A MID-BLOCK PEDESTRIAN CROSSING ON MURRAY LANE AT HIGHLAND ROAD, for adoption
3. Resolution 2020-21 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CIVIL & ENVIRONMENTAL CONSULTANTS, INC. FOR IN-STREAM VISUAL ASSESSMENTS AND MONITORING, for adoption
4. Approval to surplus and transfer ownership of retired Police K-9 Lexie and kennel to handler, Officer Steve Holder
5. Approval to purchase replacement pump for high-velocity pressure cleaning equipment for Water Services Department

### **Old Business**

1. Ordinance 2020-01 - AN ORDINANCE REZONING PROPERTY LOCATED AT 9520 SPLIT LOG ROAD FROM R-2 (SUBURBAN RESIDENTIAL) TO OSRD (Open Space Residential Development), for consideration on first reading
2. Ordinance 2020-02 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE ACQUISITION OF 52 (+/-) ACRES LOCATED ON OLD SMYRNA ROAD THROUGH APPROVAL OF A CONTRACT FOR SALE OF REAL ESTATE AMONG SENSING ENTERPRISES ("SELLER"), THE CONSERVATION FUND ("PURCHASER"), AND THE CITY, AND BY ACCEPTANCE OF ASSIGNMENT OF THE CONSERVATION FUND'S OBLIGATIONS AS PURCHASER UNDER SAID AGREEMENT, for consideration on second and final reading
3. Other old business

### **New Business**

1. Resolution 2020-22 - A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF A \$2,600,000 CAPITAL OUTLAY NOTE AND TO LEVY AD VALOREM TAXES FOR THE PAYMENT OF THE NOTE, for adoption
2. Resolution 2020-23 - A RESOLUTION AUTHORIZING ACQUISITION AND ACCEPTANCE OF OFF-SITE SEWER EASEMENTS FOR 1537 FRANKLIN ROAD OFFICE BUILDING PROJECT, for adoption
3. Appointment of one (1) member to the Board of Zoning Appeals
4. Other new business



Kirk Bednar  
City Manager



## **Brentwood City Commission Agenda**

**Meeting Date:** 03/09/2020

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 February 24, 2020 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, February 24, 2020 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; City Recorder Holly Earls

Commissioner Andrews led the Invocation. The Pledge of Allegiance was led by Scout Troops 747 and 8.

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

February 10, 2020

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

### **Citizens Comment**

Jim Paar, 5141 Walnut Park Drive  
Gil Hutchinson, 1038 Highland Road

City Manager Kirk Bednar moved Item 1 from the Consent Agenda to the Regular Agenda for amendment to the disposition of one item from the surplus list.

### **Consent Agenda**

Resolution 2020-16 - A RESOLUTION ACCEPTING CERTAIN NEWLY COMPLETED STREETS WITHIN THE CITY LIMITS AS PUBLIC STREETS, for adoption

Resolution 2020-17 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH DYNETICS SERVICES FOR A CYBER SECURITY ASSESSMENT, for adoption

Resolution 2020-18 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CONVERGINT TECHNOLOGIES FOR AN ACCESS CONTROL SYSTEM, for adoption

Approval to donate surplus video equipment to the Brentwood High School

Moved by Commissioner Regina Smithson for approval of the items on the Consent Agenda, seconded by Commissioner Nelson Andrews

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

### **New Business**

Ordinance 2020-02 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE ACQUISITION OF 52 (+/-) ACRES LOCATED ON OLD SMYRNA ROAD THROUGH APPROVAL OF A CONTRACT FOR SALE OF REAL ESTATE AMONG SENSING ENTERPRISES ("SELLER"), THE CONSERVATION FUND ("PURCHASER"), AND THE CITY, AND BY ACCEPTANCE OF ASSIGNMENT OF THE CONSERVATION FUND'S OBLIGATIONS AS PURCHASER UNDER SAID AGREEMENT, for consideration on first reading

Moved by Commissioner Mark Gorman for passage of Ordinance 2020-02, seconded by Commissioner Susannah Macmillan

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

Resolution 2020-15 - A RESOLUTION AUTHORIZING THE DONATION OR SALE AND DISPOSAL OF SURPLUS PROPERTY HELD BY THE CITY, for adoption

Moved by Vice Mayor Ken Travis for adoption, seconded by Commissioner Susannah Macmillan

Moved by Mayor Rhea Little to amend Attachment A to remove Unit #164 from auction to be surplussed for scrap metal after utilization by the Fire Department for training, seconded by Commissioner Regina Smithson

The motion to amend passed unanimously.

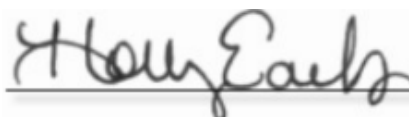
**Vote:** 7 - 0 Approved - Unanimously

The main motion passed unanimously.

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

With no further business, the meeting adjourned at 8:09 pm.

APPROVED \_\_\_\_\_



Holly Earls, City Recorder

## **Brentwood City Commission Agenda**

**Meeting Date:** 03/09/2020

Resolution 2020-19 - Authorizing Agreement with High Tech Special Effects for the 2020 Independence Day fireworks display at Crockett Park

**Submitted by:** Deanna Lambert, Community Relations

**Department:** Community Relations

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### **Information**

#### **Subject**

Resolution 2020-19 - Authorizing an Agreement with High Tech Special Effects for the 2020 Independence Day Fireworks Display at Crockett Park

#### **Background**

The proposed FY 2021 Annual Budget will again include \$15,000 for the Independence Day fireworks display at Crockett Park. A request for proposals (RFP) was emailed to five national fireworks vendors and a notice of the RFP was also published in the Tennessean. All vendors were informed of the total budget at \$15,000 and asked to propose their best show for that cost. The RFP specified a preference for larger shells and required at least 50% of the total shells to be 4" or larger.

Two firms, High Tech Special Effects, Inc. and Pyro Shows, Inc., submitted proposals. High Tech Special Effects, Inc. proposed 888 total shells, which was the higher number of shells between the two companies. They also offered the higher number of large (4" or larger) shells at 744, with Pyro Shows only offering 264 of the larger shells. Additionally, High Tech met the RFP requirement that at least 50% of the shells be 4" or larger, by including 80% of 4" or larger; Pyro Shows offered only 42%.

High Tech Special Effects, Inc. has been awarded the fireworks contract each year since 2011, and staff recommends that the contract again be awarded to High Tech Special Effects, Inc. based on their superior proposal. Please contact the Community Relations Director if you have questions.

#### **Staff Recommendation**

Staff recommends City Commission's approval of the resolution to contract with High Tech Special Effects, Inc. for the 2020 Independence Day fireworks display.

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### **Fiscal Impact**

**Amount :** \$15,000

**Source of Funds:** General Fund

**Account Number:** 110-41680-82590

**Fiscal Impact:**

A total of \$15,000 will be proposed in the FY 2021 budget for this purpose. Payment for these services will occur after Independence Day, which is at the very beginning of FY 2021.

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### **Attachments**

Resolution 2020-19

Contract No. 2020-021

Exhibit A - Request for Propo

Exhibit B - High Tech Submittal

Bid Tab Fireworks 2020

Pyro Shows Shell Summary

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**RESOLUTION 2020-19**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND HIGH-TECH SPECIAL EFFECTS, INC. FOR THE 2020 INDEPENDENCE DAY FIREWORKS SHOW, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE**

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

**SECTION 1.** That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and High-Tech Special Effects, Inc. for the 2020 Independence Day fireworks show at Crockett Park, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

\_\_\_\_\_  
MAYOR

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

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

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

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

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

## CONTRACT FOR PROVIDING FIREWORKS DISPLAY

COB Contract No. 2020-021

THIS CONTRACT is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and HIGH-TECH SPECIAL EFFECTS, INC., hereinafter called "Contractor".

### 1. SCOPE AND COST OF THIS CONTRACT

The Contractor shall be responsible for providing a fireworks display for the City of Brentwood's July 4, 2020 event in accordance with and in full compliance with the Scope of Work described in Exhibit A. The work to be done consists of furnishing all labor, materials, supplies, tools and equipment necessary to perform all work and services described in the Contract Documents. Such work shall be performed at a cost of \$15,000.00.

This Contract shall commence upon execution and end after performance by both parties, but no later than December 31, 2020, unless terminated earlier in accordance with the provisions hereof. The parties may renew the Contract for fireworks displays for the July 4, 2021 and July 4, 2022 events under the same terms should the Contractor wish to continue and the City is satisfied with the performance of the Contractor. Such renewals may be authorized by City staff and shall be agreed to in writing by the City Manager and the Contractor's representative.

### 2. CONTRACT DOCUMENTS

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

### 3. CITY'S REPRESENTATIVE

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

### 4. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by its examination, satisfied itself as to the nature and location of the work; the equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which might in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify

any of the terms or obligations herein contained.

#### 5. PERMITS

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

#### 6. PROTECTION

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

#### 7. CONSENT TO TRANSFER

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

#### 8. SITE SUPERVISION

Contractor shall constantly supervise all the work contemplated by this Contract in person or by a duly authorized representative acceptable to the City.

#### 9. CORRECTIONS TO CONTRACT DOCUMENTS

Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

#### 10. INSPECTIONS

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



#### 11. INDEMNITY

Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers, agents and employees from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by negligence or not, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of any acts of omission of Contractor, its servants or agents; and Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

#### 12. RISK

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

#### 13. ORDER AND DISCIPLINE

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

#### 14. COMPLETION OF WORK

On completion of the work, or any part thereof, all packaging, surplus material and/or debris resulting from construction, demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. Contractor shall provide the City's Representative with proof of proper disposal of any hazardous wastes in compliance with applicable environmental laws and regulations. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized.

#### 15. AUTHORITY OF CITY'S REPRESENTATIVE

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

between the parties relative to the execution of the work.

#### 16. PAYMENT TO CONTRACTOR

Payments by the City will be made as provided in the Solicitation.

#### 17. INSURANCE

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

- \$5,000,000.00 general commercial liability insurance policy and no deductible with the City listed as an additional insured.
- \$5,000,000.00 vehicular insurance.

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

Contractor shall:

- (1) Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City.
- (2) Provide certified copies of the endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
- (3) Replace certificates, policies and/or endorsements for any such insurance expiring prior to completion of services.
- (4) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

(5) Place such insurance with insurers licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

(6) Require all subcontractors to maintain during the term of the contract Commercial General Liability insurance, Business Automobile Liability Insurance, and Worker's Compensation/Employers Liability Insurance, (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the City without expense immediately upon request.

If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

#### 18. TIME ALLOWED FOR COMPLETION

Contractor shall be responsible to the City for the proper fulfillment of all terms of this Contract. Contractor shall complete all work contemplated by July 4, 2020, provided that in the event of inclement weather, Act of God, or other unforeseen circumstance, the parties may agree to modify such date. The parties shall determine whether or not the display may be fired safely on the scheduled date and scheduled time. If for any reason beyond Contractor's control, including inclement weather, Contractor is unable to fire the display on the scheduled date or any event for which the City has contracted, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date. If the parties are unable to determine a new display date, the City shall not be liable for any remaining payments.

#### 19. COMPLIANCE WITH THE LAW

Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified work shall apply to the successful bidder, and they will be deemed to be included in these specifications the same as though they are written out in full herein.

#### 20. ANTIDISCRIMINATION

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

#### 21. TERMINATION OF CONTRACT FOR CAUSE

If, though any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under the Contract Documents, or if Contractor shall violate any of the covenants, agreements, or stipulations of the Contract Documents, the City shall thereupon have the right to terminate

this Contract by giving written notice to Contractor of such termination and specify the effective date thereof.

22. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties have executed this Contract, the effective date of which shall be the date signed by the City's Mayor below.

**CITY:**

CITY OF BRENTWOOD, TENNESSEE

By: \_\_\_\_\_  
Rhea E. Little, III, Mayor

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

Pursuant to Resolution 2020-\_\_\_\_\_

**CONTRACTOR:**

HIGH-TECH SPECIAL EFFECTS, INC.

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

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

Title: \_\_\_\_\_

# CITY OF BRENTWOOD



5211 MARYLAND WAY  
BRENTWOOD, TN 37024-0788  
(615) 371-0060  
[www.brentwoodtn.gov](http://www.brentwoodtn.gov)

## REQUEST FOR PROPOSALS

Sealed proposals will be received for the 2020 Fourth of July fireworks presentation at Crockett Park by the City of Brentwood, 5211 Maryland Way, P.O. Box 788, Brentwood, Tennessee 37024-0788 (ATTN: Deanna Lambert) until 10:00 a.m., local time, on Tuesday, February 18, 2020, at which time said proposals will be publicly opened. Copies of the Request for Proposals document may be obtained from Deanna Lambert, Community Relations Director, City of Brentwood, 5211 Maryland Way, Brentwood, TN 37024-0788, [Deanna.lambert@brentwoodtn.gov](mailto:Deanna.lambert@brentwoodtn.gov) (615) 371-2259 or [online](#). The City of Brentwood reserves the right to reject any and/or all proposals, to waive any irregularities or informalities in a proposal, and to accept any proposal, which, in its opinion, may be for the best interest of the City.

*The Tennessean*  
Williamson section  
Publication date: \_\_\_\_\_

# CITY OF BRENTWOOD



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## **REQUEST FOR PROPOSALS (RFP) OF PROFESSIONAL SERVICES FOR FIREWORK DISPLAY**

**RFP ISSUANCE DATE -  
January 31, 2020**

### **I. NAME OF SOLICITING PUBLIC BODY:**

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

### **II. SCOPE and PURPOSE**

The City of Brentwood, Tennessee is requesting proposals for a firework display from qualified firms to provide the City's firework presentation on July 4, 2020 in the evening at Crockett Park, located at 1500 Volunteer Parkway in Brentwood, Tennessee. If agreed to by all parties, the contract may be renewed for two additional years under the same terms; i.e., contractor would provide firework displays with the same materials at the same cost for 2021 and 2022.

The purpose of this RFP is to solicit proposals for the specified firework services and to set forth the terms and conditions whereby the City of Brentwood may contract with the successful Proposer(s) to provide the services described herein. The City has provided a sample contract as part of this RFP; however, the City reserves the right to negotiate and contract with any firm suited to provide the services described herein.

The City understands that the services requested are more similar to a professional service. The City of Brentwood reserves the right to reject all or any part of any and all proposals, to waive any and all formalities or irregularities as deemed to be in the best interest of the City of Brentwood.

# CITY OF BRENTWOOD



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### III. SPECIFICATIONS AND PROPOSAL REQUIREMENTS

- Display must be a minimum of 10 minutes in length and not exceed 17 minutes.
- Each proposal must describe the fireworks display to be presented at a total cost of \$15,000 including all costs associated with: all fireworks, labor, shipping, setup, cleanup, insurance, equipment and any other associated costs to provide a safe display.
- The City will provide all necessary safety zones.
- All necessary permits must be secured 30 days prior to show.
- Shell size and quantity should be listed for each category, main body and finale. At least 50% of total shells must be 4" or larger/higher. Display shall include a spectrum of styles, patterns and sound effects. Shells shall not exceed 6" in diameter (approx. 600 feet to spectators and structures).
- Proposal should list average retail value of each shell in a shell size category.
- All shells must be fired with an electronic computer firing system. There should be no large gaps of time between shells, good display pacing, multiple firing, tailed effect and a choreographed control of the display execution. Proposer shall provide information on average pace of shells per minute.
- The Brentwood Fire Marshal will have sole discretion as to the decision to fire shells based on inclement weather, wind, crowd issues, security, etc.
- The display date is July 4, 2020, and contractor must be available for display on the back-up date (generally the next day).
- Display presentation must be staffed and executed by personnel trained and licensed in pyrotechnics.
- Proposal must include customer references of at least five shows within the last year and with value equal to or greater than the requested price quote.
- Contractor must be federally licensed for pyrotechnic displays.
- Insurance requirements. The following insurance limits will be required for any contract resulting from this RFP.
  - Contractor must provide at a minimum \$5,000,000.00 general commercial liability insurance policy and no deductible with the City listed as an additional insured.
  - Proof of adequate Workers' Compensation coverage in the State of Tennessee.
  - Proof of required \$5 million vehicular insurance.
- Proposal must include an executed copy of Attachment A, Iran Divestment Act Certification.
- Proposal must include an executed copy of Attachment B, Non-Collusion Affidavit.
- Proposal must include an executed copy of Attachment D, Proposal Form.

### IV. PAYMENT

Fifty percent of the cost will be paid upon execution of contract and the remaining 50% will be paid after the successful completion of the firework display.

# CITY OF BRENTWOOD



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## V. TIMETABLE

|                          |                                                   |
|--------------------------|---------------------------------------------------|
| January 31, 2020         | Request for Proposal Issued                       |
| February 12, 2020        | Deadline for questions                            |
| <b>February 18, 2020</b> | <b>Proposals Due Prior to 10:00 a.m. Deadline</b> |
| February 18-21, 2020     | Evaluation of Proposals Completed by City         |
| March 9, 2020            | City Commission Contract Approval                 |
| March 10, 2020           | Notification of Contract(s) Award                 |

## VI. INSTRUCTIONS TO PROPOSERS:

- A. Proposals and questions should be submitted to:  
Deanna Lambert  
Community Relations Department  
P.O. Box 788  
Brentwood, TN 37024-0788  
[Deanna.Lambert@brentwoodtn.gov](mailto:Deanna.Lambert@brentwoodtn.gov)  
Phone (615) 371-2259

Questions should be emailed to the contact information above. All responses to inquiries will be in writing and provided to all prospective Proposers who have received an RFP from the City. Questions from Proposers must be received by noon on Thursday prior to the date proposals are due.

- B. All Proposals must be in a sealed envelope and clearly marked in the lower left corner: "Sealed Proposal, 2020 City of Brentwood Fireworks." Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, and individual). Proposals should be signed above the typed or printed name and title of the individual signing on behalf of the Proposer. All expenses for making Proposals to the City of Brentwood shall be borne by the Proposer. **All Proposals shall be received by 10:00 A.M. Tuesday, February 18, 2020.** Any Proposal received after this time and date will not be considered. The Proposer has the sole responsibility to ensure their proposal is received by the City at the above address and by the above stated time and date.
- C. The Proposer must submit a proposal, which demonstrates and provides evidence that the Proposer has the capabilities, professional expertise, and experience to perform the services described in this RFP.
- D. Upon acceptance of a proposal by the City, the Proposer must provide a certificate of insurance naming the City of Brentwood as an additional insured for the liability insurance coverage identified above.



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## **ATTACHMENT A**

### **IRAN DIVESTMENT ACT REQUIREMENTS**

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

#### **CERTIFICATION**

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

Signature

Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm/Company

# CITY OF BRENTWOOD



5211 MARYLAND WAY  
BRENTWOOD, TN 37024-0788  
(615) 371-0060  
[www.brentwoodtn.gov](http://www.brentwoodtn.gov)

## ATTACHMENT B

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

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

Affiant, \_\_\_\_\_, deposes and makes oath  
that:

(printed name of person signing Affidavit)

1. He or she is the \_\_\_\_\_ of \_\_\_\_\_ (Owner or Authorized Partner, Officer, Representative or Agent of Owner) \_\_\_\_\_, (legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

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\_\_\_\_\_  
(signature of Affiant)

\_\_\_\_\_  
(title of Affiant)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

# CITY OF BRENTWOOD



## **ATTACHMENT C – SAMPLE AGREEMENT**

### **CONTRACT FOR PROVIDING FIREWORKS DISPLAY**

COB Contract No. 2020-0XX

THIS CONTRACT is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation, hereinafter called the "City" and \_\_\_\_\_, hereinafter called "Contractor".

#### **1. SCOPE AND COST OF THIS CONTRACT**

The Contractor shall be responsible for providing a fireworks display for the City of Brentwood's July 4, 2020 event in accordance with and in full compliance with the Scope of Work described in Exhibit A. The work to be done consists of furnishing all labor, materials, supplies, tools and equipment necessary to perform all work and services described in the Contract Documents. Such work shall be performed at a cost of \$15,000.00.

This Contract shall commence upon execution and end after performance by both parties, but no later than December 31, 2020, unless terminated earlier in accordance with the provisions hereof. The parties may renew the Contract for fireworks displays for the July 4, 2021 and July 4, 2022 events under the same terms should the Contractor wish to continue and the City is satisfied with the performance of the Contractor. Such renewals may be authorized by City staff and shall be agreed to in writing by the City Manager and the Contractor's representative.

#### **2. CONTRACT DOCUMENTS**

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

#### **3. CITY'S REPRESENTATIVE**

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

#### **4. CONTRACTOR'S UNDERSTANDING**

It is understood and agreed that the Contractor has, by its examination, satisfied itself as to the nature and location of the work; the equipment and facilities needed to complete the work; and the general and special conditions, and all other matters which might in any way affect the work under this Contract. No verbal agreement or conversation with any officer, representative, agent or employee of the City, either before or after the execution of this Contract, may affect or modify any of the terms or obligations herein contained.

#### **5. PERMITS**

# CITY OF BRENTWOOD



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

## 6. PROTECTION

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

## 7. CONSENT TO TRANSFER

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

## 8. SITE SUPERVISION

Contractor shall constantly supervise all the work contemplated by this Contract in person or by a duly authorized representative acceptable to the City.

## 9. CORRECTIONS TO CONTRACT DOCUMENTS

Contractor shall review the contract documents and in the event that errors, omissions or inaccuracies are detected herein, shall immediately advise City's Representative. The City's Representative may provide corrected or supplemental information as may be needed to allow for completion of the work in accordance with the City's intentions.

## 10. INSPECTIONS

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

## 11. INDEMNITY

Contractor shall indemnify, protect and save harmless the City, its Representative, and their officers, agents and employees from all suits or claims of every type or description brought due to real or alleged loss, injuries or damages to persons or property received or sustained by any person or persons, in or on account of work done under this Contract or extensions of or additions thereto, whether caused by negligence or not, or by or on account of any improper materials used in completing the work, or by or on account of any accident or of

# CITY OF BRENTWOOD



any acts of omission of Contractor, its servants or agents; and Contractor further agrees that so much of the money due to it under this Contract as shall be considered necessary by the City, may be retained until all such suits or claims for damages aforesaid have been settled, and evidence to that effect has been furnished to the satisfaction of the City.

## 12. RISK

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

## 13. ORDER AND DISCIPLINE

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

## 14. COMPLETION OF WORK

On completion of the work, or any part thereof, all packaging, surplus material and/or debris resulting from construction, demolition or removal, etc., are to be removed and the site of the work left in a neat and orderly condition subject to the approval of City's Representative. Contractor shall provide the City's Representative with proof of proper disposal of any hazardous wastes in compliance with applicable environmental laws and regulations. The work will not be accepted or the Contract considered complete until all work described in the Contract Documents has been finalized.

## 15. AUTHORITY OF CITY'S REPRESENTATIVE

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

## 16. PAYMENT TO CONTRACTOR

Payments by the City will be made as provided in the Solicitation.

## 17. INSURANCE

Contractor shall comply with the laws of the State of Tennessee regarding employment and payment of employees, and shall maintain insurance satisfactory to the City to protect both itself and the City from claims under workers compensation acts and from any other demands for personal injury, deaths or property damage

# CITY OF BRENTWOOD



which may arise from operations under this Contract, whether such operations be by Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance, naming the City as an additional insured, shall be filed with the City Attorney and shall be subject to approval for adequacy of protection. The minimum amounts of such insurance shall be as follows:

- \$5,000,000.00 general commercial liability insurance policy and no deductible with the City listed as an additional insured.
- \$5,000,000.00 vehicular insurance.

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

Contractor shall:

- (1) Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City.
- (2) Provide certified copies of the endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
- (3) Replace certificates, policies and/or endorsements for any such insurance expiring prior to completion of services.
- (4) Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- (5) Place such insurance with insurers licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.
- (6) Require all subcontractors to maintain during the term of the contract Commercial General Liability insurance, Business Automobile Liability Insurance, and Worker's Compensation/Employers Liability Insurance, (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the City without expense immediately upon request.

If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

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# CITY OF BRENTWOOD



## 18. TIME ALLOWED FOR COMPLETION

Contractor shall be responsible to the City for the proper fulfillment of all terms of this Contract. Contractor shall complete all work contemplated by July 4, 2020, provided that in the event of inclement weather, Act of God, or other unforeseen circumstance, the parties may agree to modify such date. The parties shall determine whether or not the display may be fired safely on the scheduled date and scheduled time. If for any reason beyond Contractor's control, including inclement weather, Contractor is unable to fire the display on the scheduled date or any event for which the City has contracted, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date. If the parties are unable to determine a new display date, the City shall not be liable for any remaining payments.

## 19. COMPLIANCE WITH THE LAW

Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified work shall apply to the successful bidder, and they will be deemed to be included in these specifications the same as though they are written out in full herein.

## 20. ANTIDISCRIMINATION

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

## 21. TERMINATION OF CONTRACT FOR CAUSE

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

## 22. GOVERNING LAW

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

IN WITNESS WHEREOF, the parties have executed this Contract, the effective date of which shall be the date signed by the City's Mayor below.

**CITY:**

**CONTRACTOR:**

CITY OF BRENTWOOD, TENNESSEE

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

By:           \*\*SAMPLE – DO NOT EXECUTE\*\*



# CITY OF BRENTWOOD



Rhea E. Little, III, Mayor

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

Pursuant to Resolution 2020-\_\_\_\_\_

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

Title: \_\_\_\_\_

# CITY OF BRENTWOOD



## ATTACHMENT D - PROPOSAL FORM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vendor's name, street address, and mailing address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <hr/> <hr/> <hr/> <hr/>                                                                                                                                         |
| <b>Vendor's contact person's name (printed), title, telephone number and e-mail address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                     | <hr/> <hr/> <hr/> <hr/>                                                                                                                                         |
| <b>Does the proposer take any exceptions to the City's request for proposal, including the requested proposed contract as provided in Attachment C?</b>                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Yes, see enclosed.<br><input type="checkbox"/> No, proposer takes no exceptions.                                                       |
| <b>Are exceptions, if any, to the City's solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?</b>                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Yes, see enclosed.<br><input type="checkbox"/> No, proposer takes no exceptions.                                                       |
| <b>Are the City's preferred payment terms (50 percent upon contract execution and 50 percent after completion of fireworks show) acceptable to bidder?</b>                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Yes.<br><input type="checkbox"/> No, proposer requests the following payment terms: _____.                                             |
| <b>Are the following included with this Bid Submittal Form in the bid submittal?</b> <ul style="list-style-type: none"> <li>Detailed vendor-supplied description of proposed product(s) or material(s) to be used for fireworks show;</li> <li>Specifications for this procurement, marked by the proposer as to compliance therewith as per the instructions therein;</li> <li>Iran Divestment Act Certification (Exhibit A); and</li> <li>Affidavit of Non-Collusion (Exhibit B), executed in full.</li> </ul> | <input type="checkbox"/> Yes, see enclosed.<br><br><input type="checkbox"/> No, proposer chooses not to include all of these documents.                         |
| <b>Receipt acknowledged of any and all issued addenda to this solicitation:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Addendum No. _____ received.<br><input type="checkbox"/> Addenda Nos. _____ received.<br><input type="checkbox"/> No addenda received. |

# CITY OF BRENTWOOD



|                                                                                                                                                                                                                                                                                                                                                                 |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>Signature of proposer's authorized representative:</b> I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith. | <hr/><br>(signature) |
| <b>Title of bidder's authorized representative:</b>                                                                                                                                                                                                                                                                                                             | <hr/>                |
| <b>Date of signature:</b>                                                                                                                                                                                                                                                                                                                                       | <hr/>                |

Feb 13, 2020

To: Deanna Lambert  
City of Brentwood  
5211 Maryland Way  
PO Box 788  
Brentwood, TN  
37024-0788

We would like to thank you for the opportunity to submit a proposal for your July 4, 2019 firework displays. You will find our displays / productions to be of the highest quality, as well as providing the greatest value for the dollar. Our staff and shooters are professional, accommodating, and willing to go the extra mile to satisfy our client's requests. We encourage you to visit our new web site at [www.hightechspecialeffects.com](http://www.hightechspecialeffects.com), to see first hand the capability that High Tech Special Effects has to offer. We try to incorporate new effects and technology into every display. We take pride in the fact that every show we produce gets our personal attention.

**Safety:**

Safety is at the forefront for all High Tech Special Effects events. President Randy Bast has more than 25 years experience in the pyrotechnics, fireworks and special effects industry. He is a member of the Pyrotechnics Guild International, former treasurer of the Tennessee Fireworks Association and serves on the State of Tennessee Fireworks Advisory Council.

Each and every display is designed, setup and fired to meet or exceed all NFPA 1123, 1126 and 160 guidelines. Any theatrical close proximity effects (suitable for indoor use) are designed to produce little or no fallout.

A minimum required safety distance of 420' from the audience / spectators and occupied buildings will be required for this display and the use of up to 6" shells. This can be modified to suite any of your specific requests.

**Insurance:**

High Tech Special Effects provides full insurance coverage for every pyrotechnic / firework display in the amount of \$5 million per display. Lexington Insurance, a recognized leader in providing insurance coverage to the pyrotechnic and firework industries, underwrites all displays. High Tech Special Effects also maintains an additional \$5 million vehicle coverage that is required for the transportation of all materials as required by DOT, as well as full workman compensation on all employees.

**Compliance**

High Tech Special Effects strictly follows the following regulatory guidelines from the following agencies.

- BATFE - Bureau of Alcohol, Tobacco, Firearms & Explosives
- NFPA 1123, 1124, 1126, 160
- U.S Coast Guard
- FAA - Federal Aviation Administration
- Local and State Fire Departments

**Product:**

High Tech Special Effects materials and products are of the highest quality. The products are designed and selected to provide the maximum quality and visual effects, as well maximize and maintain a high level of safety.



### Equipment:

All our equipment and computer firing systems are state of the art. All shells / effects are electrically fired (NO HAND FIRING) utilizing our state of the art electronic firing systems and/or our computer firing system. These state of the art firing system can fire effects within 1/100 of a second.

### 2020 Fireworks Production:

Your show will be a high quality production. The show will be shot using our state of the art computer firing system. The display will consist of many types of effects including various sized shells including pattern shells, premium shells, special effect shells, salutes shells and multi shot shell boxes. High Tech Special effects will work with you to design every aspect of your show to fit your requirements and budget. Your show can be synchronized to a custom edited musical sound track. The show will last approximately 12min. to 15min but can be lengthen or shortened to meet your specific needs.

### Personnel / Logistics:

*Randy Bast* will be the show designer and main contact person for your display. He will provide all communications and required information to all pyro technicians working on the event, all local authorities with regards to logistics, planning, setup and tear down. He will design a display that is specific for your location, selecting products and effects that are unique and exceptional and which will compliment any music that is selected and preformed. He will perform a comprehensive site survey to make sure the location meets all NFPA 1123, 1126 and 160 requirements. He will communicate with local officials (AHJ), production staff and event coordinators prior to, and throughout the day of the event to insure a safe and entertaining display.

### High-Tech Special Effects will provide the following:

- 1 - Technicians will be responsible for the set up, firing, Fire Marshall demonstrations, and tear down of all fireworks.
- 2 - All related control equipment, mortars, racks and road cases
- 3 - All related insurance that pertains to fireworks only, as well as all transportation insurance required by DOT. The purchaser and any other additional insured required for the event will be placed on our insurance policy.
- 4 - All pyrotechnical and firework materials
- 5 - Coordination for pyro shipping, insurance, stage plots, effects lists, licenses, permits, and any other requirements for local and state regulatory agencies.
- 6 - High Tech Special Effects will guarantee the computerized firing system.
- 7 - General site cleanup of all large debris.

### Purchaser will provide the following:

- 1 - Names of additional insured for overall insurance policy.
- 2 - Access to restrooms or Port - a - potty
- 3 - All over night and/or day of show security requirements - If Required
- 4 - All radio communications (If Required)
- 5 - Payment for all local shooters and Fire Detail - If Required

## 2020 Fireworks Display

### Shells

- 144 - 3" Various Color / Type Shells
- 144 - 4" Various Color / Type Shells
- 90 - 4" Various Color / Type Finale Shells
- 120 - 5" Various Color / Type Shells
- 90 - 6" Various Color / Type Shells

### Retail

- \$4.76
- \$8.18
- \$9.24
- \$14.36
- \$22.98

**Multi Shot Finale Shell Box**

|                                                    |          |
|----------------------------------------------------|----------|
| 04 - 25 Shot 3" Finale Shell Box - Red White Blue  | \$182.40 |
| 04 - 25 Shot 3" Finale Shell Box - Crackling Peony | \$182.40 |
| 04 - 25 Shot 3" Finale Shell Box - Mixed Peony     | \$182.40 |

**Total # of Shells - 888**

All required electric match, mortars, firing system and cabling

**Cost of Display - \$15,000.00**

Please note - That most traditional fireworks companies will put a lot of small caliber shells (3" and under) in their proposals especially in the opening and finale. This makes it look like you are getting lot of shells for your money. The problem with a lot of small caliber shells being fired rapidly is that it tends to create a cloud of smoke at the height of the shell break which blocks the audience's view of the shells depending on the wind direction.

High Tech Special effects however tries to keep a proportionate amount of shells throughout all shell sizes in their proposals. This will allow for the smoke produced by the shell breaking to be better distributed in the sky allowing for a clear view of the display. It also produces overall a larger looking display.

**Other Services Available**

**Video Wall Rentals**, Automated lighting, laser displays, staging / trussing, propane flame effects, liquid flame effects, confetti / streamers, snow bubbles, low lying fog, smoke effects, rain effects, wind effects, indoor pyrotechnics, movie special effects, body burns.

Upon signing of the contract a 50% deposit in the form of a certified and/or company check will be issued to High-Tech Special Effects Inc. The balance of the show will be paid in full the day of the show.

I trust that this proposal will meet or exceed your expectations! If you have any questions, concerns or you would like to proceed further with this proposal, please feel free to contact me by phone at (901) 235-7211 office. Our fax number is (901) 235-7214.

Thank you again for your time and consideration. This opportunity to be of service to you and your organization is greatly welcomed and appreciate.

Sincerely,



Randy Bast  
High-Tech Special Effects Inc.  
[www.hightechspectialeffects.com](http://www.hightechspectialeffects.com)



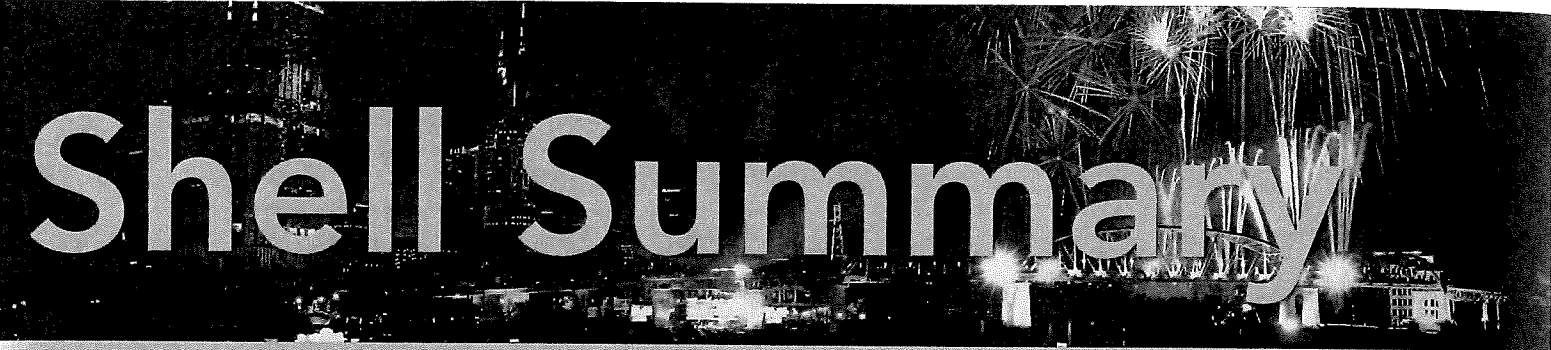
# *City of Brentwood*

PROPOSAL TABULATION  
FOR  
FIREWORKS  
BID OPENING: February 18, 2020 – 10:00 a.m.

| BIDDER                                                                                                  | BASE BID | NOTES                                                                          |
|---------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------------------------------|
| High-Tech Special Effects*<br>Attn: Randy Bast<br>PO Box 193<br>11721 Old Meadow Road<br>Eads, TN 38028 | \$15,000 | 3" 144<br>4" 234<br>5" 120<br>6" 90<br>3" Finale <u>300</u><br>888             |
| Pyro Shows<br>Attn: Lansden Hill<br>P.O. Box 1776<br>LaFollette, TN 37766                               | \$15,000 | 3" 180<br>4" 90<br>5" 72<br>6" 54<br>Finale (3", 4", 5", 6") <u>228</u><br>624 |
|                                                                                                         |          |                                                                                |
|                                                                                                         |          |                                                                                |
|                                                                                                         |          |                                                                                |

\*Apparent best bid

Cc: Kirk Bednar  
Jay Evans  
Deanna Lambert  
Holly Earls



# Shell Summary

The sizes and quantities of fireworks we recommend for your show.

**City of Brentwood  
Independence Day 2020  
Saturday, July 4, 2020**

**\$15,000.00**

| <u>SHELL SIZE</u>          | <u>MAIN BODY</u> | <u>FINALE</u> | <u>TOTAL</u> |
|----------------------------|------------------|---------------|--------------|
| 3"                         | 180              | 180           | 360          |
| 4"                         | 90               | 20            | 110          |
| 5"                         | 72               | 16            | 88           |
| 6"                         | 54               | 12            | 66           |
| <b>TOTAL AERIAL SHELLS</b> |                  |               | <b>624</b>   |

Fireworks 1.3 G Display

Largest Shell: 6"

Safety Radius: 420'



# Retail Shell Cost

The retail cost of shells in the show.

**City of Brentwood  
Independence Day  
Saturday, July 4, 2020  
\$15,000.00**

| <b>SHELL<br/>SIZE</b> | <b>DESCRIPTION</b>           | <b>AVG.<br/>SHELL<br/>COST</b> | <b>QTY.</b> | <b>TOTAL COST</b>   |
|-----------------------|------------------------------|--------------------------------|-------------|---------------------|
| 3"                    | Ornamental                   | \$ 8.22                        | 144         | \$ 1,183.68         |
| 3"                    | Elaborate                    | \$ 14.18                       | 144         | \$ 2,041.92         |
| 3"                    | Extravagant                  | \$ 20.98                       | 36          | \$ 755.28           |
| 3"                    | Extraordinary/Special Effect | \$ 29.10                       | 36          | \$ 1,047.60         |
| 4"                    | Ornamental                   | \$ 17.47                       | 44          | \$ 768.68           |
| 4"                    | Elaborate                    | \$ 20.77                       | 44          | \$ 913.88           |
| 4"                    | Extravagant                  | \$ 28.82                       | 11          | \$ 317.02           |
| 4"                    | Extraordinary/Special Effect | \$ 43.95                       | 11          | \$ 483.45           |
| 5"                    | Ornamental                   | \$ 22.45                       | 36          | \$ 808.20           |
| 5"                    | Elaborate                    | \$ 29.92                       | 36          | \$ 1,077.12         |
| 5"                    | Extravagant                  | \$ 40.31                       | 8           | \$ 322.48           |
| 5"                    | Extraordinary/Special Effect | \$ 50.14                       | 8           | \$ 401.12           |
| 6"                    | Ornamental                   | \$ 32.87                       | 27          | \$ 887.49           |
| 6"                    | Elaborate                    | \$ 46.12                       | 27          | \$ 1,245.24         |
| 6"                    | Extravagant                  | \$ 68.98                       | 6           | \$ 413.88           |
| 6"                    | Extraordinary/Special Effect | \$ 86.18                       | 6           | \$ 517.08           |
|                       |                              |                                | <u>624</u>  | \$ 13,184.12        |
|                       | <i>Fixed Costs**</i>         |                                |             | \$ 1,815.88         |
|                       |                              |                                |             | <u>\$ 15,000.00</u> |

*\*\*Fixed Costs include delivery, overnight storage, crew labor, crew meals and lodging, local and State permitting process, insurance (general liability, workers comp, auto).*

## **Brentwood City Commission Agenda**

**Meeting Date:** 03/09/2020

Resolution 2020-20 - Reduction of Speed Limit on Murray Ln & Installation of a Mid-Block Pedestrian Crossing at Murray Ln & Highland Rd

**Submitted by:** Todd Hoppenstedt, Public Works

**Department:** Public Works

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### **Information**

#### **Subject**

Resolution 2020-20 - Authorizing a Reduction of the Speed Limit on Murray Lane Between Intersection at Holly Tree Gap Road and the City Limits North/Northwest of Such Intersection and installation of a Mid-Block Pedestrian Crossing at Murray Lane and Highland Road

#### **Background**

As part of a comprehensive evaluation of traffic along Murray Lane, north/northwest of the 3-way stop at Murray Lane & Holly Tree Gap extending to the City limits just beyond Johnson Chapel Road W. and Dahlia Drive, staff engaged our consulting traffic engineer, Greg Judy with Neel-Schaffer. Mr. Judy was asked to specifically study three issues as follows:

1. The 3-way stop intersection at Murray Lane and Holly Tree Gap;
2. The potential for a Mid-Block Pedestrian Crossing of Murray Lane near Highland Road;
3. The speed limit along Murray Lane in this corridor.

The request for consideration of a mid-block crossing came from the Highland View Subdivision HOA. Such a crossing is in keeping with the City's 2030 Plan, which desires to provide safe and efficient pedestrian features within one mile of a school. A sidewalk leading to Scales Elementary School exists on the east side of Murray Lane across from the Highland View neighborhood entrance at Highland Road. However, to access this sidewalk, parents and students must traverse the Highland View entrance which has no pedestrian facilities and then must attempt to cross Murray Lane to access the sidewalk. While staff has had concerns regarding the safety of such a crossing primarily due to the layout of the Highland View entrance road and decorative features, we agreed to ask Mr. Judy for his assessment and recommendation.

In reviewing this potential mid-block crossing addition, Mr. Judy studied the most effective options given the existing geometry and facilities. The attached report identified

three separate scenarios which were considered;

1. Scenario 1A. North side of intersection at Highland Road;
2. Scenario 1B. South side of intersection at Highland Road; and,
3. Scenario 2. North side of intersection at Waterford Drive.

Each of these scenarios included a warrant review analysis which fully considered the minimum pedestrian volume threshold, induced pedestrian demand, minimum vehicular volume for installation of crossings, maximum vehicular volume for installation of crossings, posted speed warrant, nearest controlled crossing, visibility warrant, illumination warrant, and an accessibility warrant. Ultimately the report does not identify any notable preference in one location over another. However, it did provide some advantages and disadvantages for each scenario. For any scenario, there is some small impact to the HOA's landscaping and irrigation at the entrance and they have accepted responsibility for any modification to those features at their expense.

City staff in consultation with Mr. Judy and members of the Highland View HOA Board have agreed that Scenario 1B will provide the most benefit for pedestrian access at a relatively reasonable expense. According to the the City's Mid-Block Crossing Policy, the City Commission shall approve the construction of any Mid-Block Pedestrian Crossing where the expense to construct exceeds \$10,000. In this case, we estimate the overall aggregate expense for construction of an ADA corner ramp, a striped cross walk, and the installation of solar powered pedestrian level rapid flashing warning lights to be approximately \$13,000. A general location map is attached to further illustrate the preferred location.

Before a mid-block crossing can be installed, the speed limit along this segment of Murray Lane must also be studied. The City's Mid-Block Crossing Policy states that crossings will only be considered on roads where the speed limit is 40 mph or less. The current speed limit on this segment of Murray Lane is 45 mph. Therefore, as part of his study, Mr. Judy assessed current vehicle speeds and the roadway conditions along this segment to provide a recommendation regarding the appropriate speed limit.

Mr. Judy's report summarizes that, "Speed data indicate that motorists often exceed the speed limit within the study area, specifically in the westbound direction. We feel that these speeds are undesirable for this section of Murray Lane because of the access it provides to Scales Elementary, the related 15 mph school speed zone, multiple surrounding residential subdivisions and private residences. Although existing roadway geometric characteristics support higher travel speeds, frequent driveway access points, the residential nature of the area and the presence of Scales Elementary suggest that a lower posted speed limit may be considered appropriate. Based on these findings and the interest in implementing a marked pedestrian crossing on Murray Lane, we suggest that city officials consider implementing a posted speed limit of 40 mph along Murray Lane effective from Holly Tree Gap Road to north of Scales Elementary School (Johnson Chapel Rd W)."

Therefore, based on Mr. Judy's report and findings and the City's Mid-Block Crossing

Policy, staff recommends a reduction in the posted speed limit from 45 to 40 miles per hour for the section of Murray Lane from the 3-way stop at Holly Tree Gap heading north/northwest to the City limits and the installation of a mid-block pedestrian crossing on Murray Lane at Highland Road.

Note that Mr. Judy's report on the third item studied, the three-way stop intersection at Murray Lane and Holly Tree Gap, will be presented and discussed separately with the City Commission.

Please direct any questions to the Public Works Director.

### **Staff Recommendation**

City staff recommends that the current speed limit of 45 mph be adjusted down to 40 mph for the section of Murray Lane from the 3-way stop at Holly Tree Gap heading north/northwest to the City limits and that a mid-block pedestrian crossing be installed on Murray Lane at Highland Road.

### **Previous Commission Action**

N/A

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### **Fiscal Impact**

**Amount :** \$13,000

**Source of Funds:** Capital Projects Fund

**Account Number:** 3100-43100-1001

#### **Fiscal Impact:**

The costs associated with the installation of a mid-block crossing at Highland Road (striping, signage, and handicap ramp installation) will be funded from the annual appropriation for bike and pedestrian improvement in the Capital Projects Fund. In addition, a minimal Public Works operating budget expense will be required to replace existing speed limit signage and temporarily highlight the change with the use of orange warning fags attached to the speed limit signs for approximately 1 month.

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### **Attachments**

Resolution 2020-20

Murray Lane Ped Xing Analysis Memo

Highland View Crossing Options

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## **RESOLUTION 2020-20**

### **A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH A SPEED LIMIT OF 40 MILES PER HOUR ON MURRAY LANE BETWEEN THE INTERSECTION AT HOLLY TREE GAP ROAD AND THE CITY LIMITS NORTH/NORTHWEST OF SUCH INTERSECTION AND TO AUTHORIZE THE CONSTRUCTION OF A MID-BLOCK PEDESTRIAN CROSSING ON MURRAY LANE AT HIGHLAND ROAD**

**WHEREAS**, the Board of Commissioners is authorized by Section 66-260 of the Code of Ordinances of the City of Brentwood to declare by resolution reasonable and safe speed limits whenever it determines that any previously established maximum speed is greater or less than is reasonable and safe under the conditions found to exist upon a street or highway; and

**WHEREAS**, the Board of Commissioners has determined that the speed limit for the section of Murray Lane from the intersection at Holly Tree Gap heading north/northwest to the City limits should be decreased to 40 miles per hour; and

**WHEREAS**, the Highland View Subdivision Homeowners Association has submitted a request for consideration of a pedestrian crossing feature within one mile of Scales Elementary school for pedestrian safety; and

**WHEREAS**, recommendations received from Neel-Schaffer, transportation engineers, support the proposed change in the speed limit; and

**WHEREAS**, the City's Policy for Installation of Mid-Block Pedestrian Crossings within the City of Brentwood supports the construction a mid-block pedestrian crossing on Murray Lane at Highland Road after such reduction in speed limit.

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

**SECTION 1.** That the speed limit for Murray Lane between the intersection at Holly Tree Gap to the city limits north/northwest of such intersection shall be established at 40 miles per hour.

**SECTION 2.** That the construction of a mid-block pedestrian crossing on Murray Lane at Highland Road is hereby approved.

**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

January 24, 2020

Mr. Mike Harris, P.E.  
Director of Engineering  
City of Brentwood  
1750 General George Patton Drive  
Brentwood, TN 37027

**RE: Murray Lane Midblock Pedestrian Crossing Analysis**

Dear Mike:

Per your request and our past discussions, Neel-Schaffer has investigated the feasibility of installing a mid-block pedestrian crossing on Murray Lane between Scales Elementary School and Holly Tree Gap Rd. City officials have interest in providing a mid-block crossing on Murray Lane to accommodate potential pedestrian traffic in this area, particularly for destinations related to Scales Elementary. The following information presents an overview of the assessment and recommendations resulting from the effort.

**Purpose**

As part of the city's ongoing interest in expanding the city's pedestrian network and to improve pedestrian safety, city officials, in consultation with Neel-Schaffer, considered possible locations for a mid-block pedestrian crossing on Murray Lane. Currently, no defined pedestrian crossing of Murray Lane exists in the area. Officials believe potential pedestrian demand exists given the existing residential land uses that surround the Scales Elementary school property. The objective of this review is to determine the feasibility of constructing a new marked pedestrian crossing and to develop recommended action items if pursued. Ultimately, there is interest in improving pedestrian accessibility and increasing motorists' awareness of pedestrian traffic. A mid-block crossing would enhance safety and visibility of pedestrians that desire to cross Murray Lane to access an existing sidewalk on the eastside of Murray Lane, which also connects to Scales Elementary School and other nearby residential subdivisions. The requested assessment reviewed existing conditions, conducted warrant analysis, and suggested potential locations for the proposed pedestrian crossing with required roadway facility adjustments and improvements.

**Methodology**

The assessment referenced existing city guidelines, *Policy for Installation of Mid-Block Pedestrian Crossings within The City of Brentwood, Tennessee*, for guidance and warrant analysis. The city provided traffic count and speed data collected on Murray Lane. Traffic volume data was obtained for 49 continuous hours from Wednesday, November 5<sup>th</sup> to Thursday, November 7<sup>th</sup>, 2019. The count station was located south of Waterford Drive. The analysis considered three possible location scenarios at two intersections along Murray Lane: Scenario 1A - northside of the intersection with Highland Road; Scenario 1B southside of intersection with Highland Road; Scenario 2: northside of intersection with Waterford Drive. These locations were selected based on their accessibility to existing pedestrian facilities and nearby residential subdivisions, roadway lighting, and sight distance. These elements of accessibility and safety provide the best opportunity for motorists to detect and recognize pedestrians crossing the road.

### **Analysis results**

The following presents a summary of traffic data and investigation of applicable traffic conditions. Within the study area, between Forest Park Dr and Scales Elementary school, existing roadway geometrics tend to promote higher travel speeds because the road segment is in a tangent section with level terrain, paved shoulders and a posted speed limit of 45mph. Field data collected on typical weekdays provided insight into current traffic flow characteristics. The below summary tables provide an overview of the average daily traffic (ADT) and the 50<sup>th</sup> and 85<sup>th</sup> percentile of speeds in each travel direction along Murray Lane. The 50<sup>th</sup> percentile is the median of the observed data set while the 85<sup>th</sup> percentile is the speed at which 85% of the observed vehicles are traveling at or below. The weekday AM, Midday, and PM peak hours along Murray Lane, as indicated by bi-directional volume counts, are 7:00am-8:00am for AM, 10:30am-11:30am for Midday, and 4:45pm-5:45pm for PM.

**Table 1 - Summary of Collected Traffic Data**

|                                | EB    | WB    | Daily Total |
|--------------------------------|-------|-------|-------------|
| Day 1 (11/05/19) Volumes (vpd) | 3,479 | 3,897 | 7,314       |
| Day 2 (11/06/19) Volumes (vpd) | 3,584 | 3,943 | 7,527       |
| Average Daily Traffic (vpd)    | 7,420 |       |             |

**Table 2 - 50<sup>th</sup> & 85<sup>th</sup> Percentile of Speeds for Each Direction**

| Direction of travel | Percentile of Speed |        |
|---------------------|---------------------|--------|
|                     | 50th                | 85th   |
| Eastbound           | 40 MPH              | 43 MPH |
| Westbound           | 48 MPH              | 51 MPH |

Review of the travel speed data shows that vehicle speeds vary by travel direction. We believe that the higher travel speeds in the northbound travel direction could be explained by drivers' perceptions and anticipation of leaving the city of Brentwood urbanized area as they enter the more rural portions of Williamson County just northwest of the study area. Also, assessment of roadway characteristics and speed data suggests that prevailing travel speeds along Murray Lane, particularly in the westbound direction, are above desired levels when considering the frequency of side road connections and the surrounding residential land uses along this section of Murray Lane.





### **Basic Warrant Analysis Results**

As previously mentioned, the analysis utilized the city's guidelines, *Policy for Installation of Mid-Block Pedestrian Crossings*, for assessing the feasibility of creating a new pedestrian crossing. The evaluation provides a warrant analysis methodology to determine if the proposed location is a viable option. The criteria included in the city's evaluation process is based on relevant industry standard engineering concepts. The following warrants were investigated in the analysis:

- Warrant A: Minimum Pedestrian Volume Threshold
- Warrant B: Induced Pedestrian Demand
- Warrant C: Minimum Vehicular Volume for Installation of Crossings
- Warrant D: Maximum Vehicular Volume for Installations of Crossings
- Warrant E: Posted Speed Warrant
- Warrant F: Nearest Controlled Crossing
- Warrant G: Visibility Warrant
- Warrant H: Illumination Warrant
- Warrant I: Accessibility Warrant

The tables below present the result of each warrant investigation.

**Table 3 - Summary of Warrant Investigations**

|           | Scenario 1A    | Scenario 1B | Scenario 2 |
|-----------|----------------|-------------|------------|
| Warrant A | Not Applicable |             |            |
| Warrant B | Met            | Met         | Met        |
| Warrant C | Met            | Met         | Met        |
| Warrant D | Met            | Met         | Met        |
| Warrant E | Not Met        |             |            |
| Warrant F | Met            | Met         | Met        |
| Warrant G | Met            | Met         | Met        |
| Warrant H | Not Met        | Not Met     | Met        |
| Warrant I | Met            | Met         | Met        |

**Table 4 - Detailed Warrant Investigation Results**

|                                                              |                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Warrant A: Minimum Pedestrian Volume Threshold</u></b> | <ul style="list-style-type: none"> <li>• Under existing conditions, the criteria for Warrant A is <u>not met</u>. Therefore, Warrant B was investigated in lieu of Warrant A due to the lack of existing crosswalks and pedestrian traffic.</li> </ul> |
| <b><u>Warrant B: Induced Pedestrian Demand</u></b>           | <ul style="list-style-type: none"> <li>• Warrant B was investigated in lieu of Warrant A.</li> <li>• The criteria for Warrant B is <u>met</u> for all scenarios due to the proximity of residential subdivisions (Highland Road</li> </ul>             |

|                                                                           |                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                           | & Waterford Drive) and Scales Elementary School.                                                                                                                                                                                                                                                                          |
| <u>Warrant C: Minimum Vehicular Volume for Installation of Crossings</u>  | <ul style="list-style-type: none"> <li>The criteria for Warrant C is <u>met</u> for all scenarios. According to traffic data provided by the city, the ADT for this segment is 7,452 vpd (3,500 vpd required).</li> </ul>                                                                                                 |
| <u>Warrant D: Maximum Vehicular Volume for Installations of Crossings</u> | <ul style="list-style-type: none"> <li>The criteria for Warrant D is <u>met</u> for all scenarios. Since the AADT for this section along Murray Lane is less than 15,000 vpd.</li> </ul>                                                                                                                                  |
| <u>Warrant E: Posted Speed Warrant</u>                                    | <ul style="list-style-type: none"> <li>Criteria for Warrant E is <u>not met</u> for any scenario. The current speed limit in the study area is 45 mph.</li> </ul>                                                                                                                                                         |
| <u>Warrant F: Nearest Controlled Crossing</u>                             | <ul style="list-style-type: none"> <li>Criteria for Warrant F is <u>met</u> for all scenarios. The distance between any proposed midblock crossing and the nearest controlled crossing is greater than 350 feet.</li> </ul>                                                                                               |
| <u>Warrant G: Visibility Warrant</u>                                      | <ul style="list-style-type: none"> <li>Criteria for Warrant G is <u>met</u> for all scenarios. The potential locations for a midblock crossing are along a tangent section with flat terrain with no significant obstruction created by vegetation or structures.</li> </ul>                                              |
| <u>Warrant H: Illumination Warrant</u>                                    | <ul style="list-style-type: none"> <li>Criteria for Warrant H is <u>met</u> for Scenario 2. Overhead streetlight is present at the location.</li> <li>Criteria for Warrant H is <u>not met</u> for Scenarios 1A &amp; 1B due to the lack of street lights directly adjacent to proposed position of crosswalk.</li> </ul> |
| <u>Warrant I: Accessibility Warrant</u>                                   | <ul style="list-style-type: none"> <li>Criteria for Warrant I is <u>met</u> for all scenarios as accessibility requirements would be met with any proposed construction.</li> </ul>                                                                                                                                       |

### **Guidance on Deployment**

The following summarizes required and suggested action items for satisfying documented warrants and deploying a midblock crossing at the proposed locations. The minimum required adjustments and improvements include a speed limit reduction, appropriate new advanced warning signs, ADA compliant access to existing and proposed pedestrian facilities, installation of streetlights, and installation of crosswalk pavement markings.

The primary identified constraint for deploying a midblock crossing on Murray Lane is the current speed limit of 45 MPH. In order to satisfy Warrant E, the posted speed limit must be equal to or lower than 40 MPH. Speed data indicate that motorists often exceed the speed limit within the study area, specifically in the westbound direction. We feel that these speeds are undesirable for this section of Murray Lane because of the access it provides to Scales Elementary, the related 15mph school speed zone, multiple surrounding residential subdivisions and private residences. Although existing roadway geometric characteristics support higher travel speeds, frequent driveway access points, the residential nature of the area and the presence of Scales Elementary suggest that a lower posted speed limit may be considered appropriate. Based on these findings and the interest in implementing a marked pedestrian crossing on Murray Lane, we suggest that city officials consider implementing a posted speed limit of 40mph along Murray Lane effective from Holly Tree Gap Road to north of Scales Elementary School (Johnson Chapel Rd W). To facilitate a reduction in posted speed limit, new speed limit signs and speed reduction warning signs, where appropriate, should be installed as determined by the engineering department.

**Table 5-Minimum Requirements for Satisfying Warrants H & I**

|                                                       |                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Scenario 1A. Northside of Highland Road</u></b> | <ul style="list-style-type: none"><li>• ADA compliant access facilities need to be installed, such as a landing pad, at the entrance of Highland View subdivision.</li><li>• Direct access from east edge of pavement to existing sidewalk should be provided.</li><li>• The addition of pedestrian level street lighting should be provided.</li></ul> |
| <b><u>Scenario 1B. Southside of Highland Road</u></b> | <ul style="list-style-type: none"><li>• ADA compliant access facilities need to be installed, such as a landing pad, at the entrance of Highland View subdivision.</li><li>• The addition of pedestrian level street lighting should be provided.</li></ul>                                                                                             |

In addition to the requirements mentioned above, a marked crosswalk and pedestrian warning signs (positioned at crossing and in advanced) should be provided on Murray Lane. Also, installation of an advanced pedestrian warning sign for the eastbound travel direction of Highland Road should be considered for either Scenario 1A or 1B. Deployed warning signs may include rectangular rapid-flashing beacons (RRFBs) or flashing yellow beacon features, with preference given to the warning beacons being pedestrian-activated.

### **Summary of Recommendations**

Based on the results of the prepared analysis, all scenarios considered provide viable options for the deployment of a mid-block pedestrian crossing along Murry Lane. To implement any of the scenarios,



the discussed roadway improvements should be addressed. From a technical perspective, no location is notably preferred over the other. However, we do provide possible advantages and disadvantages for each scenario.

### **Scenario 1A**

#### Advantages

- Partial lighting already exists on the northside of Highland Rd.

#### Trade-Offs

- Pedestrians will be required to either walk along the shoulder of Murray Lane for roughly 50 feet to access the existing sidewalk or a short segment of new sidewalk would need to be constructed east of Murray Lane to connect the crosswalk with the existing multi-use path. Therefore, direct access from edge of pavement to existing sidewalk would need to be installed. Modifications to the existing landscaped area would be required to provide pedestrian accessibility and landing treatments. New pedestrian level lighting is recommended.

### **Scenario 1B**

#### Advantages

- Pedestrians will have direct access to the existing sidewalk on the eastside of Murray Lane.

#### Trade-Offs

- Modifications to existing landscaped area would be required to provide pedestrian accessibility and landing treatments. Pedestrian level lighting should be installed at this location in order to enhance visibility.

### **Scenario 2**

#### Advantages

- Some lighting and ADA accessibility exist at this location. New sidewalk would be required on the westside of Murray lane, running parallel to the roadway.

#### Trade-Offs

- The primary consideration with this scenario involves the length of new sidewalk that would be required to be constructed between Highland Road and Waterford Drive. We estimate this scenario would require approximately a 0.25-mile of new sidewalk. We do not find substantial benefit in locating the proposed pedestrian crossing at Waterford Drive to justify the additional sidewalk construction that would be required. Unless dictated by city preference or preliminary engineering findings, a proposed pedestrian crossing at Highland Drive appears comparable and equally satisfactory.

We hope the information included in the analysis is useful and furthers the topic's discussion. If we can be of further assistance or provide additional information, please don't hesitate to contact us.

Sincerely,  
NEEL-SCHAFER, INC.



Gregory Judy, P.E., PTOE  
Engineer Manager – Vice President



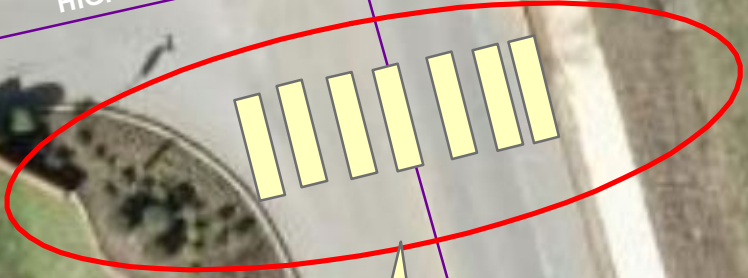


Option 1A



HIGHLAND RD

HIGHLAND RD



Option 1B

MURRAY LN



## **Brentwood City Commission Agenda**

**Meeting Date:** 03/09/2020

Resolution 2020-21 - Authorizing an Agreement w/Civil & Environmental Consultants, Inc. for In-Stream Visual Assessments and Monitoring

**Submitted by:** Mike Harris, Engineering

**Department:** Engineering

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### **Information**

#### **Subject**

Resolution 2020-21 - Authorizing an Agreement with Civil & Environmental Consultants, Inc. for In-Stream Visual Assessments and Monitoring

#### **Background**

The Tennessee Department of Environment and Conservation (TDEC) publishes a list of streams in Tennessee that are considered impaired (now referred to as streams with unavailable parameters). The list is referred to as the 303d list. Streams can be considered impaired for many reasons, but in urbanized areas like Brentwood the impairment is primarily for siltation (sediment) and loss of aquatic habitat caused by development activities. Virtually all streams in urbanized areas are considered impaired.

Cities are required by TDEC to perform visual assessments of impaired streams in their communities to identify sources of impairment as well as to collect and test water samples from streams potentially impaired by activities within their jurisdictions. The primary purpose of these stream activities is to develop corrective actions to reduce or eliminate the impairment and to assess the effectiveness of the storm water program over time. Under Brentwood's storm water permit issued by TDEC, the City is required to assess all impaired streams over a five-year permit cycle. A map with highlighted stream segments that will be assessed over the current permit cycle is included in the attached proposal. Also attached is an example stream observation that serves to illustrate the types of conditions noted during the assessment.

The attached storm water monitoring proposal was developed by Civil & Environmental Consultants, Inc. (CEC) to ensure we complete all visual assessments and sampling within the required timeframe. Our first round of assessments began in 2011, with additional stream segments assessed each year. As noted in Section 3.0 of the proposal, this fiscal year (Permit Year 4) will include visual assessment of the Little Harpeth River. The cost to perform the required assessments and sampling is \$19,170 and adequate funding is included in the Engineering Department's operating budget.

CEC has assisted Brentwood since the inception of the City's stream assessment program

and is best suited to provide the required continuing professional services. The attached proposal includes additional details of the tasks to be performed.

Please direct any questions to Service Center Director Mike Harris.

### **Staff Recommendation**

Staff recommends approval of the proposed agreement with Civil & Environmental Consultants, Inc.

### **Previous Commission Action**

At the October 22, 2018 meeting the City Commission approved Resolution 2018-82 for monitoring performed in FY 19. The agreement before you here is for FY 20 or Year 4. Stream assessments are performed over a five-year cycle and the work is scheduled to equalize annual expenditures to the maximum extent practical.

---

### **Fiscal Impact**

**Amount :** \$19,170

**Source of Funds:** General Fund

**Account Number:** 110-43800-82645

#### **Fiscal Impact:**

Adequate funds are included in the Engineering Department's storm water budget for this work.

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### **Attachments**

Resolution 2020-21

Contract No. 2020-026

Map of Streams to be Assessed

Example Stream Observation

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**RESOLUTION 2020-21**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE  
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF  
BRENTWOOD AND CIVIL & ENVIRONMENTAL CONSULTANTS, INC. FOR IN-  
STREAM VISUAL ASSESSMENTS AND MONITORING, A COPY OF SAID  
AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS  
RESOLUTION BY REFERENCE**

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

**SECTION 1.** That the Mayor is hereby authorized to execute an agreement by and between the City of Brentwood and Civil & Environmental Consultants, Inc. for in-stream visual assessments and monitoring, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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

\_\_\_\_\_  
MAYOR

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

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

*Approved as to form:*

\_\_\_\_\_  
RECORDER

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

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

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





February 13, 2020

Mr. Darek Baskin, P.E.  
City Engineer  
City of Brentwood  
1750 General George Patton Dr.  
Brentwood, TN 37027

Dear Mr. Baskin:

Subject: Proposal for Professional Engineering Services  
Non-analytical Stream Monitoring  
City of Brentwood, Williamson County, Tennessee  
CEC Project 174-840

## **1.0 INTRODUCTION & BACKGROUND**

The Tennessee Department of Environment and Conservation (TDEC) requires coverage for stormwater discharges from certain small municipal separate storm sewer systems (MS4s) under the Phase II NPDES permit - TNS000000 (Permit). The City of Brentwood (City) obtained coverage under the current Permit on April 3, 2017. Civil & Environmental Consultants, Inc. (CEC) performed analytical monitoring for the City under the current MS4 Permit and has performed non-analytical monitoring for the City during Permit Year 2 and 3 under the current MS4 Permit. CEC understands that the City desires to spread the required monitoring out over the five year period. CEC is pleased to provide this proposal to continue performing stream monitoring as required by the MS4 Permit.

## **2.0 SCOPE OF SERVICES**

Below is a list of Waters with Unavailable Parameters and their respective monitoring requirements within the City of Brentwood (based on TDEC online viewer accessed September 2017).

**Table 1: Waters with Unavailable Parameters within the City of Brentwood**

| Waterbody Name                           | Waterbody I.D. #   | Cause(s)                                                | Source Name(s)                                               | Benthic | E. Coli | VSA |
|------------------------------------------|--------------------|---------------------------------------------------------|--------------------------------------------------------------|---------|---------|-----|
| Holt Creek                               | TN05130202007_1100 | <i>Escherichia coli</i>                                 | Discharges from Municipal Separate Storm Sewer Systems (MS4) | X       | X       | X   |
|                                          |                    | Nitrate/Nitrite (Nitrite + Nitrate as N)                | Discharges from Municipal Separate Storm Sewer Systems (MS4) |         |         |     |
|                                          |                    | Phosphorus (Total)                                      | Discharges from Municipal Separate Storm Sewer Systems (MS4) |         |         |     |
| Beech Creek                              | TN05130204021_0400 | Alteration in stream-side or littoral vegetative covers | Site Clearance (Land Development or Redevelopment)           | X       |         | X   |
|                                          |                    | Sedimentation/Siltation                                 | Site Clearance (Land Development or Redevelopment)           |         |         |     |
| Little Harpeth River                     | TN05130204021_2000 | Alteration in stream-side or littoral vegetative covers | Grazing in Riparian or Shoreline Zones                       | X       |         | X   |
|                                          |                    | Alteration in stream-side or littoral vegetative covers | Discharges from Municipal Separate Storm Sewer Systems (MS4) |         |         |     |
|                                          |                    | Sedimentation/Siltation                                 | Grazing in Riparian or Shoreline Zones                       |         |         |     |
|                                          |                    | Sedimentation/Siltation                                 | Discharges from Municipal Separate Storm Sewer Systems (MS4) |         |         |     |
| Owl Creek                                | TN05130202007_0900 | Alteration in stream-side or littoral vegetative covers | Discharges from Municipal Separate Storm Sewer Systems (MS4) | X       |         | X   |
|                                          |                    | Phosphorus (Total)                                      | Discharges from Municipal Separate Storm Sewer Systems (MS4) |         |         |     |
|                                          |                    | Sedimentation/Siltation                                 | Discharges from Municipal Separate Storm Sewer Systems (MS4) |         |         |     |
| Spencer Creek                            | TN05130204016_0200 | Alteration in stream-side or littoral vegetative covers | Discharges from Municipal Separate Storm Sewer Systems (MS4) | X       | X       | X   |
|                                          |                    | <i>Escherichia coli</i>                                 | Discharges from Municipal Separate Storm Sewer Systems (MS4) |         |         |     |
|                                          |                    | Sedimentation/Siltation                                 | Discharges from Municipal Separate Storm Sewer Systems (MS4) |         |         |     |
| Unnamed Trib to the Little Harpeth River | TN05130204021_0200 | Alteration in stream-side or littoral vegetative covers | Discharges from Municipal Separate Storm Sewer Systems (MS4) | X       |         | X   |
|                                          |                    | Sedimentation/Siltation                                 | Discharges from Municipal Separate Storm Sewer Systems (MS4) |         |         |     |
| Unnamed Trib to the Little Harpeth River | TN05130204021_0300 | Alteration in stream-side or littoral vegetative covers | Discharges from Municipal Separate Storm Sewer Systems (MS4) | X       |         | X   |
|                                          |                    | Sedimentation/Siltation                                 | Discharges from Municipal Separate Storm Sewer Systems (MS4) |         |         |     |

CEC proposes to perform the required monitoring over the five-year permit cycle as described below. Note that Permit Year 1 ended in June of 2017, Permit Year 2 ended in June of 2018 and Permit Year 3 ended in June 2019. Therefore, this proposal is for Permit Year 4 tasks.

## 2.1 Tasks 4 and 5 - Visual Stream Assessment Survey

The field data collection for Tasks 4 and 5 will require CEC personnel to access the listed streams at multiple locations to perform the monitoring. CEC will coordinate with the City on the dates for performing the monitoring. If CEC encounters conditions that do not permit field crews to assess a portion of a stream (i.e., “no trespassing” signs, property owner asking field crews to leave the property, livestock fencing across a creek, etc.), CEC will document the location and the nature of the conditions and leave the property. CEC will also report the occurrence to the City, preferably the same day as the occurrence, but no later than two (2) business days following the occurrence. CEC and the City will then determine what action(s) are needed and appropriate to complete the assessment.

CEC proposes to perform visual stream assessment surveys for the listed streams using the Maryland Department of Natural Resources’ *Stream Corridor Assessment Survey* (2001). The approximate length for each stream is noted in Table 2 below. For safety purposes, a team of two CEC field personnel will collect data, photos, and coordinates for each visual survey location. The field data will then be compiled and summarized to develop a summary map showing the visual survey locations. CEC proposes to break down the visual stream assessments over the remaining three years of the monitoring period as shown in Table 2. Please see the attached *Figure 1 – Visual Stream Assessment Map by Permit Year* for more information.

**Deliverable:** Geodatabase containing the visual stream assessment information and photos.

## 3.0 SCHEDULE

CEC proposes to complete the tasks outlined in the scope of services in the as outlined below:

**Table 2: Work Plan Overview**

| <b>VISUAL STREAM ASSESSMENT</b> |                                               |                                               |
|---------------------------------|-----------------------------------------------|-----------------------------------------------|
| Stream Segment                  | <b>Task 4</b>                                 | <b>Task 5</b>                                 |
|                                 | Permit Year 4<br><i>July 2019 – June 2020</i> | Permit Year 5<br><i>July 2020 – June 2021</i> |
| Little Harpeth River (2000)     | 11.7                                          |                                               |
| Owl Creek                       |                                               | 11.5                                          |
| Permit Year Total               | 11.7                                          | 11.5                                          |
| Grand Total                     | 23.2                                          |                                               |

The proposed schedule in Table 2 is contingent upon receiving the City's notice to proceed.

#### **4.0 ESTIMATED COST**

**Table 3. Proposed Permit Year Monitoring Costs by Permit Year**

| <b>Permit Year</b>                | <b>Work Detail</b>                | <b>Estimated Cost (Total)</b> |
|-----------------------------------|-----------------------------------|-------------------------------|
| Year 4<br>(July 2019 – June 2020) | Visual stream assessment (Task 4) | \$19,170                      |
| Year 5<br>(July 2020 – June 2021) | Visual stream assessment (Task 5) | To be determined              |

The costs for Year 5 will be determined in future fiscal years. A revised cost table will be submitted each year for the City's consideration.

CEC will invoice the project on a Time and Materials basis in accordance with the rates indicated on the attached fee schedule. Should additional project work beyond the scope of this proposal be required, CEC will obtain approval from the City prior to performing any work. Any additional work, once approved by the City, will be billed according to the most recent fee schedule.

Our attached Standard Terms and Conditions that were previously adjusted apply to the proposed work. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.



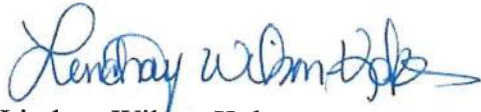
Mr. Baskin – City of Brentwood  
CEC Project 174-840  
Page 5  
February 13, 2020

## 5.0 CLOSING

CEC appreciates the opportunity to provide the City with this proposal for the stream monitoring. Please call us at 615-333-7797 should you have any questions regarding this proposal.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Lindsay Wilson-Kokes  
Assistant Project Manager

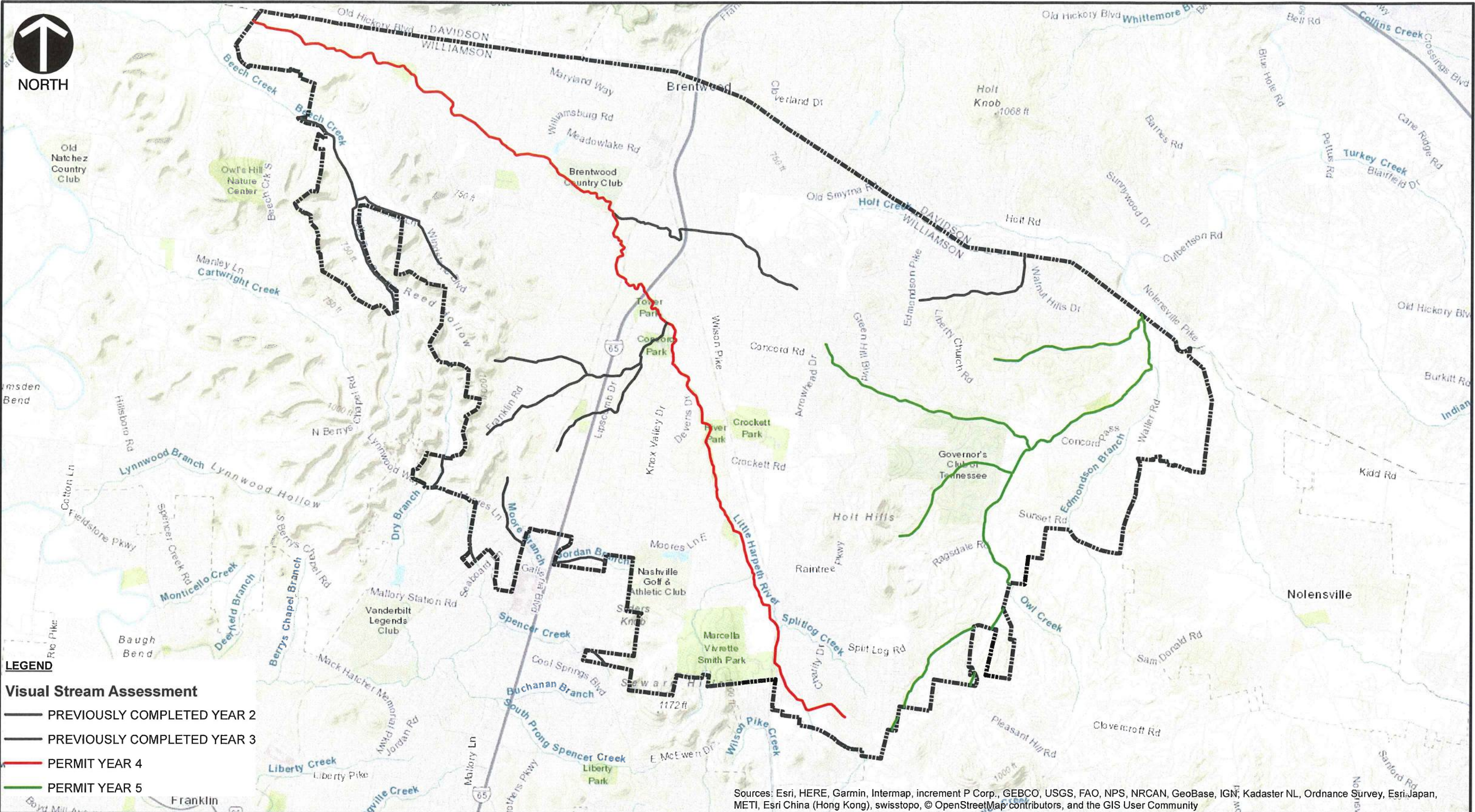


Steven E. Casey, P.E., CPESC  
Vice President

Enclosures: Figure 1 – Visual Stream Assessment Map by Permit Year  
2020 Municipal Services Fee Schedule  
Terms and Conditions

Proposal approved by \_\_\_\_\_ Date \_\_\_\_\_





- LEGEND**
- Visual Stream Assessment**
- PREVIOUSLY COMPLETED YEAR 2
  - PREVIOUSLY COMPLETED YEAR 3
  - PERMIT YEAR 4
  - PERMIT YEAR 5

**REFERENCE**

□ BING IMAGERY

MICROSOFT VIRTUAL EARTH / BING IMAGERY  
PROVIDED BY ESRI, ACCESSED 2/13/2020

□ SOILS

U.S.D.A., N.R.C.S  
SOIL SURVEY GEOGRAPHIC (SSURGO) DATABASE

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri, Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



**Civil & Environmental Consultants, Inc.**  
117 Seaboard Lane, Suite E100 Franklin, Tennessee 37067  
615-333-7797 · 800-763-2326  
[www.cecinc.com](http://www.cecinc.com)

**CITY OF BRENTWOOD  
MS4 PERMIT COMPLIANCE  
PROPOSAL FOR PERMIT YEAR 4  
WILLIAMSON COUNTY, TN**

|           |           |             |             |              |         |            |   |
|-----------|-----------|-------------|-------------|--------------|---------|------------|---|
| DRAWN BY: | LWK       | CHECKED BY: | SEC         | APPROVED BY: | SEC     | FIGURE NO: | 1 |
| DATE:     | 2/13/2020 | SCALE:      | 1" = 5,000' | PROJECT NO:  | 174-840 |            |   |

\\SVR-NASH1\ISVR-nash\projects\2017\174-840-GIS\Maps\174-840 Brentwood VSA PY4 Proposal.mxd (2/13/2020 10:37:48 AM)



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
117 SEABOARD LANE • SUITE E-100  
FRANKLIN, TENNESSEE 37067  
PHONE: 615-333-7797 • FAX: 615-333-7751  
E-MAIL: nashville@cecinc.com

# Municipal Services Fee Schedule

January 1, 2020 through December 31, 2020

## **PROFESSIONAL SERVICES**

| <b>Classification</b>                                                     | <b>Rate/Hour</b> |
|---------------------------------------------------------------------------|------------------|
| Senior Principal.....                                                     | \$225            |
| Principal.....                                                            | \$205            |
| Senior Project Manager .....                                              | \$180            |
| Project Manager III .....                                                 | \$170            |
| Project Manager II .....                                                  | \$155            |
| Project Manager I .....                                                   | \$136            |
| Assistant Project Manager.....                                            | \$112            |
| Project Consultant / Geologist / Ecologist / Environmental Scientist..... | \$106            |
| Staff Consultant / Geologist / Ecologist / Environmental Scientist .....  | \$99             |
| CAD Designer .....                                                        | \$108            |
| Draftsperson / CADD Operator.....                                         | \$68             |
| Senior Field Technician.....                                              | \$85             |
| Environmental Technician./ Intern.....                                    | \$50             |
| Senior Land Surveyor .....                                                | \$140            |
| Assistant Project Surveyor.....                                           | \$100            |
| Survey Technician IV .....                                                | \$94             |
| Survey Technician III.....                                                | \$80             |
| Survey Technician II.....                                                 | \$70             |
| Survey Technician I.....                                                  | \$60             |
| Administrative Assistant.....                                             | \$66             |
| Administrative Manager .....                                              | \$76             |

## **DIRECT EXPENSES**

|                                     |                  |
|-------------------------------------|------------------|
| Automobile Mileage .....            | Current IRS Rate |
| Computer / CADD Usage .....         | \$15/hour        |
| Survey Equipment Usage.....         | \$12/hour        |
| In-House Equipment Usage.....       | per daily rates  |
| Other Travel Related Expenses ..... | Cost plus 10%    |
| Printing and Reproduction .....     | Cost plus 10%    |
| Telephone and Shipping.....         | Cost plus 10%    |
| Miscellaneous Reimbursables .....   | Cost plus 10%    |

## **SUBCONTRACT SERVICES**

Services @ Cost Plus 12%

## **SCHEDULE OF TERMS AND CONDITIONS ENVIRONMENTAL SERVICES**

### **1.0 PROPOSAL ACCEPTANCE**

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal between Civil & Environmental Consultants, Inc. (CEC) and the CLIENT named in the attached proposal ("CLIENT"). CLIENT's acceptance of the proposal includes acceptance of the TERMS and any terms and conditions proposed by the CLIENT will be deemed to materially alter the TERMS and are hereby objected to and rejected by CEC. Acceptance of this proposal, including acceptance of the TERMS, shall occur upon the notification of CEC by CLIENT, in writing or orally, to commence performance in accordance with the proposal and the TERMS.

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances. There are no warranties provided whether express or implied.

### **2.0 SUBSURFACE**

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

### **3.0 SUBCONTRACTED SERVICES**

CEC will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from more than one source.

### **4.0 SERVICES OF OTHERS**

On occasion, CEC engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

### **5.0 SITE ACCESS AND SITE CONDITIONS**

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the work set forth in this AGREEMENT. The CLIENT will notify any and all possessors of the project site that CLIENT has granted CEC free access to the site. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subterranean structures and utilities. CEC will take reasonable precautions to avoid known subterranean structures, and the CLIENT waives any claim against CEC arising from damage done to subterranean structures and utilities not identified or accurately



located. CEC shall have no liability whatsoever with regard to subterranean structures or utilities that are not marked or that are mismarked.

## **6.0 SAMPLES**

All soil, rock and/or water samples shall be discarded 30 days after submission of our report, unless CLIENT advises us otherwise. Upon request, we will ship or deliver the samples or store them for CLIENT for an agreed upon storage charge. If such samples contain hazardous materials, oil, or asbestos, CLIENT will pay all costs associated with their storage, transport, and/or disposal.

## **7.0 BILLING AND PAYMENT**

7.1 General: Invoicing for labor will be performed in accordance with the provisions outlined in the proposal to which these Terms and Conditions are a part. Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. Payment shall be made as follows:

1. Lockbox (regular mail):  
Civil & Environmental Consultants, Inc.  
P.O. Box 644246  
Pittsburgh, PA 15264-4246

2. Electronic Payments:  
Bank Wire Information:  
Bank: PNC Bank  
Pittsburgh, PA 15222

Account Name: Civil & Environmental Consultants, Inc.  
333 Baldwin Road  
Pittsburgh, PA 15205

PNC Bank Routing #043000096

Bank Telephone Number: 412-762-1836

Civil & Environmental Consultants, Inc. – Account #2272405

If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CEC in writing within fourteen (14) calendar days of the invoice, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. In the event CLIENT fails to pay CEC within thirty (30) days after invoices are rendered, CLIENT agrees that CEC will have the right to suspend this AGREEMENT, without incurring liability to CLIENT, after giving seven (7) days written notice to CLIENT.

7.2 Litigation Services: If litigation services are not part of the proposal to which these Terms and Conditions are attached and are requested by CLIENT, the scope and invoicing terms for the

requested litigation services will be identified in a separate proposal. The labor rate paid for senior CEC personnel (project manager, senior project manager, principal, or officer) for direct litigation support services shall generally be invoiced at a minimum rate of 1.5 times typical CEC rates, as specified in a separate proposal for those services.

#### **8.0 REIMBURSABLE EXPENSES**

The following items of direct non-salary expenses shall be billed according to the terms of our proposal:

- 8.1 Transportation and living expenses incurred for assignments outside the area.
- 8.2 Automobile expenses for personal or company vehicles at the allowable IRS mileage rate, plus parking and toll charges. For company vehicles, a minimum of \$85/day will be charged for use, unless the daily mileage charge for the vehicle in question exceeds \$85/day, in which case the actual daily mileage charge applies. Rental vehicles will be charged according to our proposal.
- 8.3 Long distance telephone calls, telegrams, and cables.
- 8.4 Field survey equipment usage at \$10.00/hr.
- 8.5 Computer usage and word processing at \$5.00/hour, and CADD at \$15.00/hr. connect time.
- 8.6 Shipping charges for soil and rock samples, field equipment, etc.
- 8.7 Project photographs and reproduction of drawings and reports.
- 8.8 Laboratory services, test borings, and other subcontracted services.
- 8.9 Other items directly identifiable to the project.

Our proposal does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost. This tax cost reimbursement will not be subject to mark-up.

#### **9.0 DOCUMENTS**

Any letters, reports, or documents prepared by us for CLIENT, are the instruments of our engineering services. These services provided by us are solely for CLIENT's use for the project and site described in our proposal.

#### **10.0 INSURANCE**

CEC maintains Workmen's Compensation Insurance as required by state law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. CEC will furnish certificates of such insurance upon request. In the event the CLIENT desires additional coverage of this type, CEC will, upon the CLIENT's written request, obtain additional insurance (if possible) at the CLIENT's expense. Our liability to the CLIENT for bodily injury or property damage arising out of work performed for the CLIENT for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

#### **11.0 EVOLVING TECHNOLOGIES**

The investigation, characterization, and remediation of hazardous wastes involve technologies which are rapidly evolving. Existing state-of-the-art technologies are often new and untried; future technologies may

supersede current techniques. In addition, standards for remediation, including statutes and regulations, change with time. CLIENT understands that CEC's recommendations must be based upon current technologies and standards and may differ from the recommendations that might be made at a later time.

## **12.0 ALLOCATION OF RISK**

- 12.1 Limitation of Remedies: Subject to all otherwise applicable statutes of limitations and repose, CLIENT agrees to limit CEC's liability to CLIENT, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this AGREEMENT, to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater.
- 12.2 Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential damages.
- 12.3 Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability arising from the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.
- 12.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this AGREEMENT. In the event that CLIENT requests that CEC provide additional services, CLIENT's obligations under this section shall apply to such additional services as if such additional service had to be performed as part of this AGREEMENT.

### **13.0 CHANGES**

- 13.1 Unforeseen Site Conditions: CLIENT reserves the right to make reasonable changes in the work to be performed after acceptance of this AGREEMENT. CLIENT understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 13.2 Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, and these changes affect our work, any and all liability against CEC arising out of such changes is waived and you assume full responsibility for such changes unless you have given us prior notice and have received from us written consent for such changes.
- 13.3 CLIENT Requested Changes: Upon receipt of a change requested by CLIENT, CEC will obtain price quotations from our subcontractors and shall provide CLIENT with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. CLIENT shall authorize the requested change by amending the contract price and contract time.

### **14.0 CONSTRUCTION OBSERVATION AND CONSTRUCTION MANAGEMENT SERVICES**

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of the construction work as set forth in the PROPOSAL, then this section applies.

For the specified assignment, CEC will report observations and professional opinions to the CLIENT. No action of CEC or CEC's site representative can be construed as altering any agreement between the CLIENT and others. CEC will report any observed work to the CLIENT which, in CEC's professional opinion, does not conform with plans and specifications. CEC has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for the CLIENT. Furthermore, CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work of any party retained by the CLIENT to provide construction related services.

CEC will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or agreement of the CLIENT, or safety precautions and programs incident thereto.

When CEC provides construction observation or management services on the job site during project construction, it is understood that, in accordance with generally accepted practices, the contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel will not include review of the adequacy of the contractor's safety measures in, on or near the construction site.

CEC disclaims any and all responsibility and liability for damages that result from implementation of CEC's plans, specifications, or recommendations when CEC is not retained to observe such implementation.

#### **15.0 NOTIFICATION OF HAZARDS**

It is CLIENT's duty to notify us of any information CLIENT has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. CLIENT will advise CEC immediately of any information which CLIENT received regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact CEC's work products. CEC shall rely on CLIENT's notification of known or suspected hazards in defining Anticipated Hazardous Materials present while performing the work.

CEC and CLIENT agree that the discovery of Unanticipated Hazardous Materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CEC and CLIENT also agree that the discovery of Unanticipated Hazardous Materials may make it necessary for CEC to take immediate measures to protect health and safety. CLIENT agrees to compensate CEC for any equipment decontamination or other costs incident to the discovery or presence of Unanticipated Hazardous Materials.

CEC agrees to notify CLIENT when suspected Unanticipated Hazardous Materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies and third parties. CLIENT also agrees to hold CEC harmless for any and all consequences of disclosures made by CEC which are required by governing law. CEC agrees to inform CLIENT in advance of any disclosures that are required by governing law. In the event the project site is not owned by CLIENT, CLIENT agrees that, if disclosure to the property owner is required, CLIENT and not CEC shall have the responsibility for making such disclosure.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC for injury or loss resulting from CEC's discovery of Unanticipated Hazardous Materials. CLIENT is responsible for the disposal of all water, earth, sediment or other media, including samples taken by or on behalf of CEC, which contain Unanticipated Hazardous Materials. CLIENT shall be responsible for the cost of any required testing of Unanticipated Hazardous Materials.

#### **16.0 DELAYS, SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE**

CEC does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site which may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site which may present a threat to human health, safety or the environment. CEC will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to CLIENT or those whom CLIENT designates. Notwithstanding the foregoing, you understand that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

#### **17.0 RCRA COMPLIANCE**

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

#### **18.0 DELAYS**

Delays not the fault of CEC or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the total project cost shall be equitably adjusted by the amount of such additional costs.

#### **19.0 DISPUTE RESOLUTION**

- 19.1 Any suit to enforce or interpret the AGREEMENT shall be brought in the courts of Williamson County, Tennessee

#### **20.0 MISCELLANEOUS**

- 20.1 Controlling Law: The law of the State of Tennessee will govern the validity of these TERMS, their interpretation and performance, as well as the contract entered into between the parties to which these TERMS relate. If any part of this AGREEMENT shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.

- 20.2 Reserved

- 20.3 Severability/Integration/Modification: This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this AGREEMENT.

This AGREEMENT may not be modified or altered, except by an agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this AGREEMENT.

- 20.4 Definition of Hazardous Materials: The term Hazardous Materials shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including, but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever and shall include, but not be limited to, those substances defined, designated, or listed in Section 4004 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and



Liability Act (42 USC Subsection 9601(14); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)) or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous wastes, toxic substances, or pollution.

- 20.5 Definition of Biological Pollutants: The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-products of any such biological organisms.
- 20.6 Waste Manifests: If during remedial construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or agrees to provide CEC with a written limited power of attorney to sign manifests.

#### **21.0 DESIGN/BUILD SERVICES**

If CLIENT requests CEC-led design-build services, those design-build services will be performed in accordance with separate terms and conditions that specifically address design-build services.

#### **22.0 BIOLOGICAL POLLUTANTS**

CEC's scope of services, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. CLIENT agrees that CEC will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure.

#### **23.0 CONSENT TO ASSIGNMENT**

CLIENT and CEC, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of these TERMS. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in these TERMS without the prior written consent of the other party, including, but not limited to (a) any interest in the proceeds of these TERMS, or any proceeds of claims arising from or under these TERMS; (b) any claims, causes of action or rights against the other party arising from or under these TERMS; (c) the control of claims or causes of action against the other party arising from or under these TERMS; and (d) any proceeds from claims or causes of action as security, collateral, or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of these TERMS for any reason and shall remain enforceable between parties.

#### **24.0 TERMINATION**

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if the CLIENT suspends the work for more than three (3) months. In the event of termination, CEC will be paid for services performed prior to the date of termination plus reasonable

termination expenses, including the cost of completing analyses, records and report necessary to document job status at the time of termination.

**25.0 FILE RETENTION**

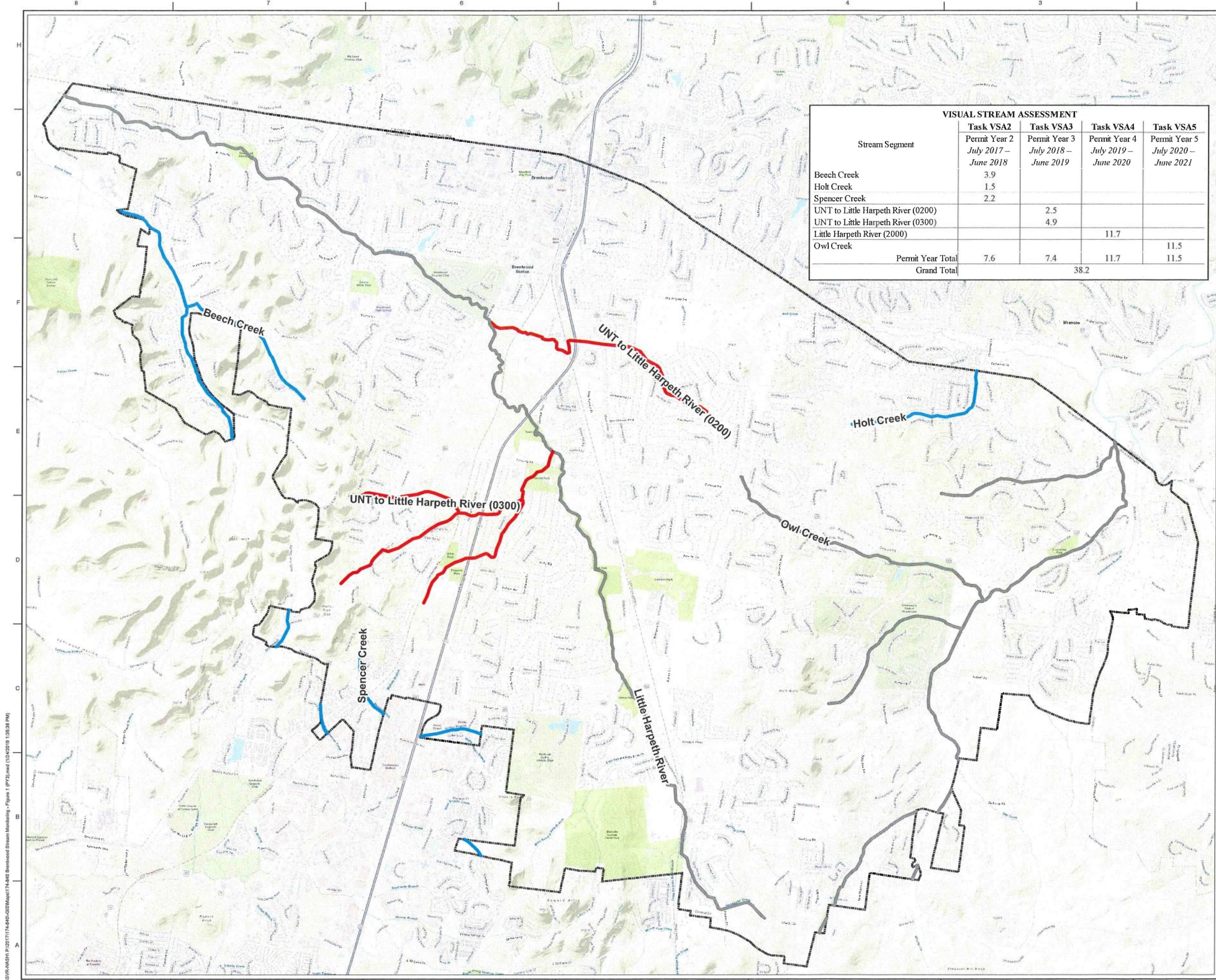
After this project is concluded, our file on the project will be closed. All documents and information within the project file will be retained by CEC, and may be sent offsite for storage. Unless you make other arrangements with us, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

**END OF TERMS AND CONDITIONS**

REVISED JANUARY 2018

Env.T&C





| VISUAL STREAM ASSESSMENT           |                                           |                                           |                                           |                                           |
|------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|
| Stream Segment                     | Task VSA2                                 | Task VSA3                                 | Task VSA4                                 | Task VSA5                                 |
|                                    | Permit Year 2<br>July 2017 –<br>June 2018 | Permit Year 3<br>July 2018 –<br>June 2019 | Permit Year 4<br>July 2019 –<br>June 2020 | Permit Year 5<br>July 2020 –<br>June 2021 |
| Beech Creek                        | 3.9                                       |                                           |                                           |                                           |
| Holt Creek                         | 1.5                                       |                                           |                                           |                                           |
| Spencer Creek                      | 2.2                                       |                                           |                                           |                                           |
| UNT to Little Harpeth River (0200) |                                           | 2.5                                       |                                           |                                           |
| UNT to Little Harpeth River (0300) |                                           | 4.9                                       |                                           |                                           |
| Little Harpeth River (2000)        |                                           |                                           | 11.7                                      |                                           |
| Owl Creek                          |                                           |                                           |                                           | 11.5                                      |
| Permit Year Total                  | 7.6                                       | 7.4                                       | 11.7                                      | 11.5                                      |
| Grand Total                        | 38.2                                      |                                           |                                           |                                           |

| REVISION RECORD  |      |             |
|------------------|------|-------------|
| NO               | DATE | DESCRIPTION |
|                  |      |             |
|                  |      |             |
|                  |      |             |
| SUBMITTAL RECORD |      |             |
| NO               | DATE | DESCRIPTION |
|                  |      |             |
|                  |      |             |
|                  |      |             |

LEGEND

- City Limits
- FUTURE WORK
- COMPLETED IN PERMIT YEAR 2
- COMPLETED IN PERMIT YEAR 3

REFERENCE

ESRI WORLD TOPOGRAPHY / ARCGIS MAP SERVICE:  
HTTP://GOTO.ARCGISONLINE.COM/MAFS/WORLD\_TOPOGRAPHY,  
ACCESSED 1/24/2019.





**Civil & Environmental Consultants, Inc.**  
325 Seaboard Lane, Suite 170 Franklin, Tennessee 37067  
615-333-7797 800-763-2326  
www.cecinc.com

CITY OF BRENTWOOD  
MS4 PERMIT COMPLIANCE  
WILLIAMSON COUNTY, TN

|                                                |           |             |             |              |                        |
|------------------------------------------------|-----------|-------------|-------------|--------------|------------------------|
| DRAWN BY:                                      | DR        | CHECKED BY: | JMS         | APPROVED BY: | SEC                    |
| DATE:                                          | 1/24/2019 | SCALE:      | 1" = 2,000' | PROJECT NO:  | 174-840                |
| VISUAL STREAM ASSESSMENT MAP<br>BY PERMIT YEAR |           |             |             |              | FIGURE NO:<br><b>1</b> |
| SHEET 1 OF 1                                   |           |             |             |              |                        |



## Erosion Site

Point No. OC-ES-019Date: 1/28/14 Photo: 3878**Key Identifiers:** unstable stream channel, banks higher than 3, 4 ft**Type:** Downcutting, Headcutting, Widening, Unknown*Downcutting: heightening of natural stream banks, exposed root zone**Headcutting: abrupt drop in stream bed***Cause:** Bend at steep slope, Pipe Outfall, Below Channelization, Below Road Crossing, Livestock, Land Use Change Upstream, Other: \_\_\_\_\_**Length:** 100 ft **Average exposed bank height:** 6 ft  
(from water line to top of bank)**Present Land Use Left Side (looking downstream):** Crop Field, Pasture, Lawn, Paved, Shrubs & Small Trees, Forest, Multiflora Rose, Other \_\_\_\_\_**Present Land Use Right Side (looking downstream):** Crop Field, Pasture, Lawn, Paved, Shrubs & Small Trees, Forest, Multiflora Rose, Other \_\_\_\_\_  
(indicate dominant (>50%) land use within 50 ft of stream)**Threat to Infrastructure?:** Yes No Describe: \_\_\_\_\_  
(any man made structure: roads, pipes, fence, etc. that could be effected within 10 years)

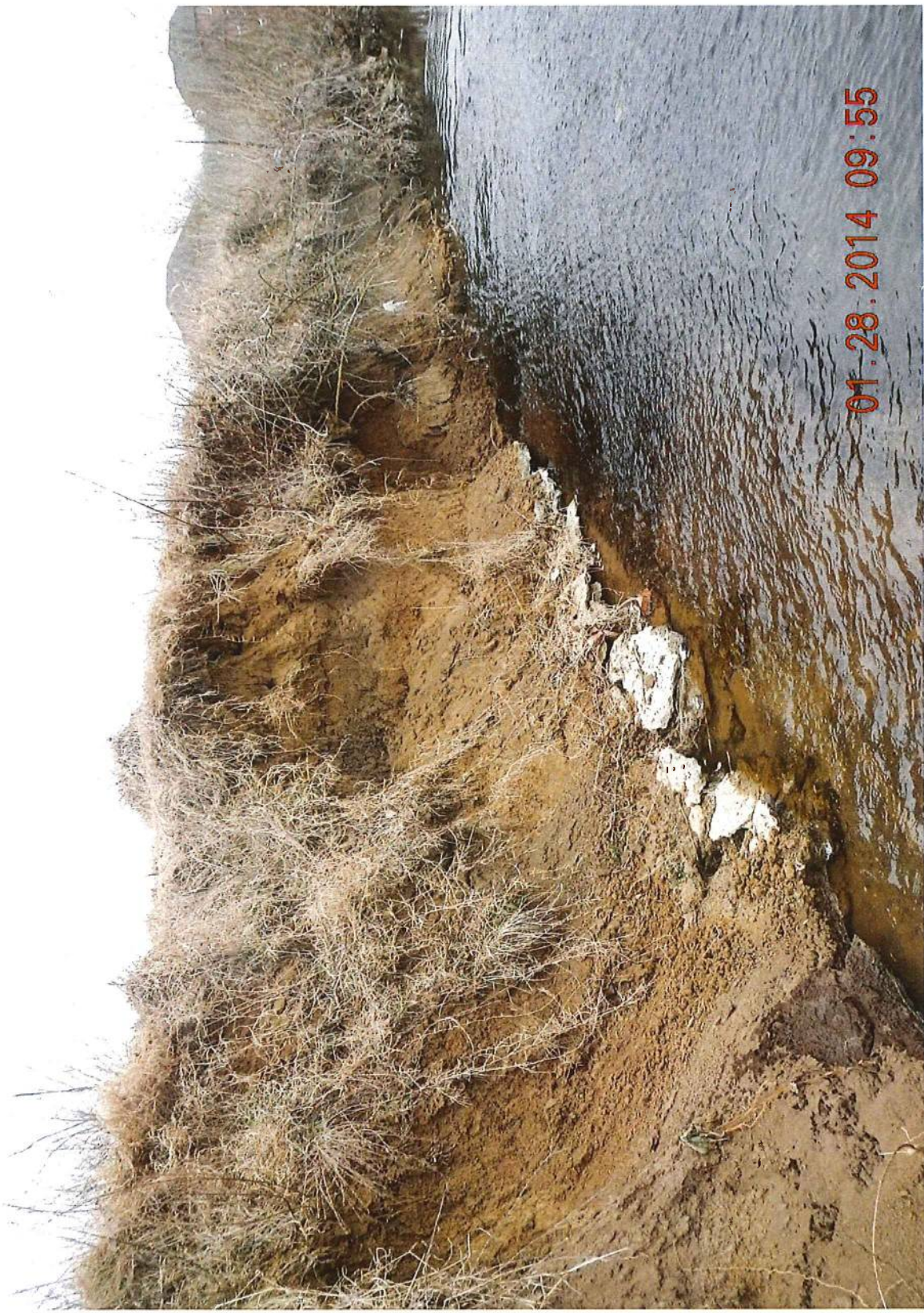
|                  |               |          |             |          |              |
|------------------|---------------|----------|-------------|----------|--------------|
|                  | >1000 ft      |          | 1000-300 ft |          | < 300 ft     |
|                  |               |          | > 4ft banks |          |              |
| <b>Severity:</b> | <b>Severe</b> | <b>1</b> | <b>2</b>    | <b>3</b> | <b>4</b>     |
|                  |               |          |             |          | <b>5</b>     |
|                  |               |          |             |          | <b>Minor</b> |

Considerations: Length  
Height of stream banks  
erosion at bends and runs  
exposed root zone

|                        |             |          |          |          |              |
|------------------------|-------------|----------|----------|----------|--------------|
|                        | Days        |          | Weeks    |          |              |
|                        | <200 ft     |          |          |          | >1000 ft     |
| <b>Correctability:</b> | <b>Best</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b>     |
|                        |             |          |          |          | <b>5</b>     |
|                        |             |          |          |          | <b>Worst</b> |

Considerations: Length  
Adjacent land use  
Equipment/funding

|                |             |          |          |          |              |
|----------------|-------------|----------|----------|----------|--------------|
|                | vehicle     |          | foot     |          |              |
|                |             |          |          |          | None         |
| <b>Access:</b> | <b>Best</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b>     |
|                |             |          |          |          | <b>5</b>     |
|                |             |          |          |          | <b>Worst</b> |



**Brentwood City Commission Agenda**

**Meeting Date:** 03/09/2020

Authorization to Surplus Police K9 (Lexie) and K9 Kennel

**Submitted by:** Jeff Hughes, Police

**Department:** Police

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**Information**

**Subject**

Authorization to Surplus Police K9 (Lexie) and K9 Kennel

**Background**

Staff recommends approval to surplus and donate/transfer ownership of Police K-9 (Lexie) to her handler, Officer Steve Holder. Likewise, staff requests to surplus and donate the K-9 kennel that was constructed with city funds and is located on the property of Officer Holder. Lexie has been in service since August of 2010 and is now 12 years old. The average age for retiring a Police K-9 is somewhere between 10 to 12 years. The Police Department officially retired Lexie on Friday, February 28, 2020. A new K-9 has already been purchased and trained to replace Lexie.

**Staff Recommendation**

Staff recommends the approval of this surplus request.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Brentwood City Commission Agenda**

**Meeting Date:** 03/09/2020

Approval to Purchase Replacement Pump for High-velocity Pressure Cleaning Equipment

**Submitted by:** Chris Milton, Water & Sewer

**Department:** Water & Sewer

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**Information**

**Subject**

Approval to Purchase Replacement Pump for High-Velocity Pressure Cleaning Equipment.

**Background**

The Water Services Department routinely performs a variety of proactive inspections and high-velocity pressure cleaning of pipes within the City when responding to customer complaints and for routine maintenance. These functions are part of necessary proactive and reactive maintenance activities for compliance with EPA's capacity management, operation, and maintenance (CMOM) activities. Activities performed by the department's sewer technicians are aimed at eliminating stoppages in gravity sewers usually caused by an accumulation of material in the pipe. Accumulated material can include fats, oil, grease (FOG), sediment, gravel or other materials. Certain structural defects, such as protruding taps and uneven pipe joints may catch debris, which then causes a further buildup of solids that will eventually block the sewer and contribute to system overflows. High-velocity pressure cleaning of sewers is a very cost-effective method of removing material that interferes with the proper operation of the sewer. The objective is to remove all material clinging to the interior surface of the pipe so that the sewer pipe can carry full pipe flow without any restrictions that might result in blockages.

The Water Services Department's maintenance fleet includes a high-velocity "jetting" system installed on a truck and includes a variety of cleaning nozzles and hoses required for its operations. This "jetting" system is often used in combination with the department's closed-circuit television (CCTV) system. The high-pressure pump unit was originally purchased in 2011 and recently had a failure requiring total replacement.

Department staff sought quotes to purchase and replace the pump assembly unit and associated valves and piping. The repair quote from the original manufacturer, U.S. Jetting, LLC, was \$16,268.51. To confirm the manufacturer's quote was reasonable, staff obtained a second quote from Southern-Vac located in Columbia, SC. This firm submitted a quote for \$16,523.59. The cost includes all material and labor required to replace the pump unit and associated valves and piping. Based on the two quotes received, staff is



recommending waiver of competitive bidding for this repair, and approval of a purchase from the original manufacturer, US Jetting, LLC, in an amount not to exceed the submitted quote of \$16,268.51.

Should you have any questions, please contact the Water Services Director.

**Staff Recommendation**

Staff recommends purchase.

**Previous Commission Action**

No previous Commission action on this item.

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**Fiscal Impact**

**Amount :** \$16,268.51

**Source of Funds:** Water & Sewer Fund

**Account Number:** 412-16430

**Fiscal Impact:**

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**Attachments**

US Jetting Quote

Southern Vac Quote

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## Quote

**Quote ID:** 6386

Revision: 3

**U.S.JETTING, LLC.  
850 McFARLAND ROAD  
ALPHARETTA, GA 30004**

|                                                                                          |                  |
|------------------------------------------------------------------------------------------|------------------|
| <b>Bill To :</b> 20096<br>City Of Brentwood<br>P O Box 788<br>Brentwood, TN 37024<br>USA | <b>Sold To :</b> |
|------------------------------------------------------------------------------------------|------------------|

|                              |                                |
|------------------------------|--------------------------------|
| <b>Quote Date:</b> 2/24/2020 | <b>Currency Type :</b> USD     |
| <b>Expir. Date :</b>         | <b>A/R Terms :</b> Credit Card |
| <b>Contact :</b>             |                                |

|                                    |                                                           |                                  |
|------------------------------------|-----------------------------------------------------------|----------------------------------|
| <b>Ship To :</b> City Of Brentwood | 1750 General George Patton Dr.,Brentwood, TN<br>37027 USA | <b>Ship Method :</b> UPS Regular |
|------------------------------------|-----------------------------------------------------------|----------------------------------|

| Line Nbr               | Item ID / Item Name<br>Cust Item ID<br>Revision Item ID                     | Taxable | Req Date  | Req Qty | Unit Price  | Estimated Freight | Extra Charge | VAT % | VAT Amt | Sales Tax Percent<br>Sales Tax Amt | Extended Price |
|------------------------|-----------------------------------------------------------------------------|---------|-----------|---------|-------------|-------------------|--------------|-------|---------|------------------------------------|----------------|
| 1                      | SA-5-4025-PUMP-2007<br>U.S.J. 4025 Pump Assy (Single Block, Stainless Head) | True    | 2/24/2020 | 1.00    | \$12,800.00 | \$0.00            | \$0.00       | 0.00% | \$0.00  | 0.00%<br>\$0.00                    | \$12,800.00    |
| Sales Conversion U/M : |                                                                             |         |           |         | Each        |                   |              |       |         |                                    |                |
| 2                      | J-027-36<br>HATZ Engine Stub Shaft ASSY with Bearing Housing & Hardware     | True    | 2/24/2020 | 1.00    | \$928.20    | \$0.00            | \$0.00       | 0.00% | \$0.00  | 0.00%<br>\$0.00                    | \$928.20       |
| Sales Conversion U/M : |                                                                             |         |           |         | Each        |                   |              |       |         |                                    |                |
| 3                      | J-129-B&D<br>P32-8M-85 - Engine Pulley - (48mm Bore)                        | True    | 2/24/2020 | 1.00    | \$355.70    | \$0.00            | \$0.00       | 0.00% | \$0.00  | 0.00%<br>\$0.00                    | \$355.70       |
| Sales Conversion U/M : |                                                                             |         |           |         | Each        |                   |              |       |         |                                    |                |
| 4                      | J-145<br>Turned/Machined HATZ Engine Plate; 4014/4018/S-25 Pump Mtg,        | True    | 2/24/2020 | 1.00    | \$45.00     | \$0.00            | \$0.00       | 0.00% | \$0.00  | 0.00%<br>\$0.00                    | \$45.00        |
| Sales Conversion U/M : |                                                                             |         |           |         | Each        |                   |              |       |         |                                    |                |
| 5                      | All Hardware                                                                | False   | 2/24/2020 | 1.00    | \$0.00      | \$0.00            | \$0.00       | 0.00% | \$0.00  | 0.00%<br>\$0.00                    | \$0.00         |

# Quote

Quote ID: 6386

Revision: 3

**U.S.JETTING, LLC.**  
**850 McFARLAND ROAD**  
**ALPHARETTA, GA 30004**

Ship To : City Of Brentwood

1750 General George Patton Dr., Brentwood, TN  
 37027 USA

Ship Method : UPS Regular

| Line Nbr | Item ID / Item Name<br>Cust Item ID<br>Revision Item ID | Taxable | Req<br>Date | Req<br>Qty | Unit<br>Price | Estimated<br>Freight | Extra<br>Charge | VAT % | VAT<br>Amt | Sales Tax<br>Percent<br>Sales Tax<br>Amt | Extended<br>Price |
|----------|---------------------------------------------------------|---------|-------------|------------|---------------|----------------------|-----------------|-------|------------|------------------------------------------|-------------------|
|----------|---------------------------------------------------------|---------|-------------|------------|---------------|----------------------|-----------------|-------|------------|------------------------------------------|-------------------|

Required for  
Mounting

Sales Conversion U/M :

|   |                           |       |           |      |          |        |        |       |        |                 |          |
|---|---------------------------|-------|-----------|------|----------|--------|--------|-------|--------|-----------------|----------|
| 6 | Emergency service<br>trip | False | 2/24/2020 | 1.00 | \$864.00 | \$0.00 | \$0.00 | 0.00% | \$0.00 | 0.00%<br>\$0.00 | \$864.00 |
|---|---------------------------|-------|-----------|------|----------|--------|--------|-------|--------|-----------------|----------|

Sales Conversion U/M :

|   |                             |       |           |      |          |        |        |       |        |                 |            |
|---|-----------------------------|-------|-----------|------|----------|--------|--------|-------|--------|-----------------|------------|
| 7 | LABOR-SERV<br>Labor Charges | False | 2/24/2020 | 9.00 | \$120.00 | \$0.00 | \$0.00 | 0.00% | \$0.00 | 0.00%<br>\$0.00 | \$1,080.00 |
|---|-----------------------------|-------|-----------|------|----------|--------|--------|-------|--------|-----------------|------------|

Sales Conversion U/M : Each

**Total :** \$16,072.90

**Sales Tax:** \$0.00

**VAT :** \$0.00

**Estimated Ship Charge** \$195.61

**Estimated VAT Freight** \$0.00

| Vat Rate | Base Amount | VAT Amount | Total Amount |
|----------|-------------|------------|--------------|
|----------|-------------|------------|--------------|

**Total Extended Price :** \$16,268.51

**Special Instructions** Send quote to [travis.lankford@brentwoodtn.gov](mailto:travis.lankford@brentwoodtn.gov)  
 615-371-0060

This quote is for all the part required to convert to the 4025 pump from a Hughes on a USJ 4025 pump with a 4 cylinder silent pack.



# Estimate

## CITY OF BRENTWOOD WATER SERVICES

No:147237 - 1

PO BOX 788

BRENTWOOD TN

| CUSTOMER NO.                                                                                                                                                                                                                                                                                                                                                                                                                   | ESTIMATE NO. | DATE                          | CONTACT       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------|---------------|
| 931662                                                                                                                                                                                                                                                                                                                                                                                                                         | 147237       | 2/25/2020                     | DREW MUIRHEAD |
| PHONE NO.                                                                                                                                                                                                                                                                                                                                                                                                                      | FAX NO.      | EMAIL                         |               |
| 615.371.0080                                                                                                                                                                                                                                                                                                                                                                                                                   | 615.371.2225 | DREW.MUIRHEAD@BRENTWOODTN.GOV |               |
| MODEL                                                                                                                                                                                                                                                                                                                                                                                                                          | MAKE         |                               | SERIAL NO.    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                | US           |                               | 662092005892  |
| UNIT NO.                                                                                                                                                                                                                                                                                                                                                                                                                       |              | WO NO.                        | P.O. NO.      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                               |               |
| NOTE                                                                                                                                                                                                                                                                                                                                                                                                                           |              |                               |               |
| THIS ESTIMATES IS TO REPLACE THE HUGHS WATER PUMP ON THE CITY OF BRENTWOOD, TN JETTER TRUCK #662092005892. SOUTHERN-VAC WILL REMOVE AND INSTALL A U.S.J 4025 PUMP. THIS ESTIMATE WILL INCLUDE ALL PARTS, LABOR, TRAVEL EXPENSES AND SHIPPING COST. THIS ESTIMATE DOES NOT INCLUDE APPLICABLE TAXES. PLEASE REVIEW AND IF YOU HAVE ANY QUESTIONS OR WOULD LIKE TO SCHEDULE THIS SERVICE, CONTACT SHAYNE SPAHN @ (803) 760-4328. |              |                               |               |
| THANK YOU FOR THIS OPPORTUNITY                                                                                                                                                                                                                                                                                                                                                                                                 |              |                               |               |

### SEGMENT: 01 REPLACE WITH NEW WATER PUMP (511 1361)

#### Parts

| Part Number                    | Description                 | Qty | Unit Price | Discount% | Ext Price |
|--------------------------------|-----------------------------|-----|------------|-----------|-----------|
| *J-027-36                      | HATZ ENGINE STUB SHAFT ASSY | 1   | 928.20     |           | 928.20    |
| *J-129-BD                      | ENGINE PULLEY               | 1   | 355.70     |           | 355.70    |
| *J-145                         | ENGINE PLATE                | 1   | 45.00      |           | 45.00     |
| *J-273-ASSY                    | WATER SELECTOR VALVE        | 1   | 554.69     |           | 554.69    |
| *SA-5-4025-PUMP-2007           | USJ 4025 PUMP ASSY          | 1   | 12,800.00  |           | 12,800.00 |
| Total Time and Material Parts: |                             |     |            |           | 14,683.59 |

#### Labor

| Item Number                    | Description             | Qty | Unit Price | Discount% | Ext Price |
|--------------------------------|-------------------------|-----|------------|-----------|-----------|
| FLD                            | FLAT RATE - FIELD LABOR | 1   | 1,210.00   |           | 1,210.00  |
| Total Time and Material Labor: |                         |     |            |           | 1,210.00  |

#### Misc

| Item Number | Description | Qty | Unit Price | Discount% | Ext Price |
|-------------|-------------|-----|------------|-----------|-----------|
|-------------|-------------|-----|------------|-----------|-----------|

|                                                    |                                                                                            |                  |                                     |                  |                                     |
|----------------------------------------------------|--------------------------------------------------------------------------------------------|------------------|-------------------------------------|------------------|-------------------------------------|
| FIELD SERVICE TRAVEL LODGING SHOP SUPPLIES FREIGHT | FIELD SERVICE CHARGE<br>HOTEL / MEAL<br>OILS, GREASE & LUBRICANTS<br>SHIPPING AND HANDLING | 1<br>1<br>1<br>1 | 165.00<br>200.00<br>75.00<br>200.00 | 0<br>0<br>0<br>0 | 165.00<br>200.00<br>75.00<br>200.00 |
| <b>Total Time and Material Misc:</b>               |                                                                                            |                  |                                     |                  | 640.00                              |

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**Segment 01 Total:** 16,533.59

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**Total Segments:** 16,533.59

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**TOTAL ESTIMATE** 16,533.59

-Estimate will expire 30 days from the estimate date.

-Pricing excludes applicable sales tax, freight/delivery charges, transportation, overtime, field truck charges and supplies/environmental fees unless otherwise noted above.

-Estimate is provided based on our reasonable observation or diagnosis. If we find additional repairs or parts are required that might alter our original estimate, we will provide the customer with an updated estimate for those repairs or parts. No additional work will be performed or parts installed beyond the original estimate, without prior authorization from the customer.

**ESTIMATED REPAIR TIME:** \_\_\_\_\_ **from start date.**

"The signature is an authorization to proceed with the required repair work as described within the quote".

**Issued PO#:** \_\_\_\_\_ **Authorized Name:** \_\_\_\_\_ **Please Print**

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_.

\_\_\_\_\_  
Signature

Any questions? Please call Shayne Spahn

at Office: (803)490-7738 Mobile: (803) 760-4328 Fax: (803) 358-0431 Branch: 803.358.0221 Email: SSpahn@Southern-Vac.com

## **Brentwood City Commission Agenda**

**Meeting Date:** 03/09/2020

Ordinance 2020-01 - An Ordinance Rezoning Approximately 28 Acres of Land Located on the North Side of Split Log Road from R-2 to OSRD on First Reading

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

**Department:** Planning & Codes

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### **Information**

#### **Subject**

Ordinance 2020-01 requests the rezoning of approximately 28 acres of land located on the north side of Split Log Road, approximately 0.35 miles west of its intersection with Ragsdale Road. Specifically, the property is located at 9520 Split Log Road. The requested change is from the R-2 (Suburban Residential) zoning district to the OSRD (Open Space Residential Development) zoning district.

#### **Background**

The attached ordinance proposes the rezoning of approximately 28 acres of property owned by Ken and Mary Jo Allen, which is located at 9520 Split Log Road.

### **SUMMARY OF THE PROPOSED DEVELOPMENT PLAN**

The subject property proposed for rezoning presently includes rolling pastureland used for raising cattle. Tree cover is minimal. There is a 180-foot-wide Columbia Gulf Gas Transmission Line easement that encumbers the northwestern corner of the property. Three gas lines lie within the easement. The proposed design incorporates the existing Allen residence, which will remain and be incorporated into the project. The existing house will sit on a 6.23-acre tract (Lot 18). The Allens will continue to live on the property. According to the Williamson County Property Assessor, the house was built in 1991 and includes an area of approximately 3,428 square feet. There are also several accessory structures on the tract.

The proposed rezoning plan was originally scheduled for first reading on February 10, 2020. Before the City Commission meeting, the applicant requested a deferral of consideration by the Board of Commissioners. A motion was advanced, seconded and approved unanimously, seven for and zero against, to defer the request to the March 9, 2020 agenda. The reason for the deferral primarily related to the size of the large lot and its potential to be further subdivided in the future once OSRD zoning was in place. Since the deferral on February 10, the developers' attorney has prepared restrictive covenants that would apply to the large lot.



The Allens have agreed to sell the entire 28 +/- acre property to Turnberry Homes LLC. If the proposed OSRD Development Plan is approved, at the time the final plat for the property is recorded, Turnberry Homes LLC will reconvey the 6.23-acre property (the "Allen Residence Lot") back to the Allens, including the existing residential structure and the lot on which the structure is located in the anticipated shape and configuration shown on the proposed plan. The covenants require that the Allen Residence Lot shall not be further subdivided but shall remain as it currently is. The restrictive covenants will be recorded at the Williamson County Register of Deeds Office along with the final plat and will run with the land. A copy of the proposed Restrictive Covenant is attached below. The restriction would also be added as a note to the final plat.

Adjacent to the property to the north and west is the Glen Abbey subdivision, zoned OSRD. To the east are two larger single-family tracts having approximate areas of nine to 11 acres, zoned R-2. Across Split Log Road to the south lies the Taramore and Morgan Farms subdivisions which are almost completely developed and also zoned OSRD.

The developer has provided an R-2 concept plan that envisions how the property might be developed in accordance with the underlying zoning district. The plan estimates that a total of 20 lots could be obtained if a divided Lot 18 is used as part of the subdivision design. The area of Lot 18 was used in the calculation of the number of lots that might be obtained under the R-2 zoning district, even though it is shown as one lot on the proposed development plan.

Access to the development is provided by a single street from Split Log Road that winds through the subdivision and connects to the north to Glenfiddich Trace in Section Two of the Glen Abbey subdivision which was stubbed to the property line in anticipation of this future connection. At the intersection with Split Log Road, the plan proposes a divided street with a median section separating the flow of traffic that aligns with Ivy Crest Drive in the Taramore Subdivision. Engineering staff recommend this change to promote improved visibility and driver decision making accommodating both entrance and exit flow. This was also a recommendation from the City's traffic consultant based upon his review of the plan.

The plan also shows the proposed location of the Cluster Box Units (CBUs) as required for mail delivery by the United States Postal Service in an area east of Borrow Lane and south of proposed Lot 17.

The specifics of the proposed development plan are shown in the following tables:

| <i>FEATURE</i>      | <i>AREA (SF)</i> | <i>AREA (AC)</i> |
|---------------------|------------------|------------------|
| Average Lot Area    | 23,190           | 0.53             |
| Smallest Lot area   | 17,600           | 0.40             |
| Largest Lot area    | 271,276*         | 6.23             |
| Open Space Required | 138,573          | 3.18             |
| Open Space Provided | 495,137          | 11.37            |

\*Please note that the calculation of the average lot size does not include the area of Lot 18 (6.23 acres) because the average areas of the smaller lots would be skewed showing larger areas.

| <b><i>ALLEN PROPERTY REZONING</i></b>           |              |
|-------------------------------------------------|--------------|
| <b><i>OPEN SPACE CALCULATIONS 1-21-2020</i></b> |              |
| Total Site Area (AC)                            | <b>27.99</b> |
| Less R.O.W. dedication -- Internal streets      | 1.79         |
|                                                 |              |
| TOTAL                                           | 26.20        |
|                                                 |              |
| Less Areas in 25% Slopes                        | 0.15         |
| Plus 25% of slopes over 25%                     | 0.04         |
| Less Areas in Floodway                          | 3.51         |
| Plus 25% Areas in Floodways                     | 0.88         |
|                                                 |              |
| Total Usable Land Area (AC)                     | 23.46        |
| Less area in lots>1 acre                        | 5.32         |
|                                                 |              |
| TOTAL LAND AREA AVAILABLE                       | <b>18.14</b> |
|                                                 |              |
| Total Land Area Required @ 1 DUPA (AC)          | <b>18</b>    |
| Land Area in Lots                               | 14.82        |
|                                                 |              |
| Open Space Required                             | 3.18         |
| Open Space Provided                             | 11.37        |
| Dedicated Open Space                            | <b>8.19</b>  |

The plan provides the required arterial road buffer, which is 150 feet wide as measured from the right-of-way of Split Log Road. The buffer extends to the east across Lot 18. Plantings will be added within the buffer to be consistent with those existing in the Glen Abbey, arterial road buffer which will meet Code requirements. If the plan is approved, and upon submittal of the preliminary plan for Planning Commission review, the developer will request that 70 trees be permitted to be relocated from the buffer to a planting strip between the sidewalk and the back of the curb to serve as street trees. This request is consistent with Section 78-512(b)5c of the Municipal Code.

Finally, the plan shows a perpetual scenic easement, as permitted by Section 78-186(c)2 of the Municipal Code, around a jurisdictional wetland and a stream at the front of the subdivision. The perpetual scenic easement will be left undisturbed and in its natural state. The City becomes a party to the easement once it is recorded.

## **WATER AND SEWER**

The proposed project lies within the Owl Creek Drainage Basin. However, because all lots will be required to provide grinder pumps, the effluent will be pumped over to a gravity line in the Glen Abbey Subdivision and through the Northumberland Subdivision in the Little Harpeth River Drainage Basin. Staff has confirmed that this tract was originally included in the Little Harpeth River sewer basin for modeling and master planning purposes. The existing house will also be required to tie to sewer, also via grinder pump. All lots will be required to participate in the City's Grinder Pump Maintenance Program and will be properly labeled as grinder pump lots. If the rezoning proposal is approved and before a final plat for the property can be recorded the contractor will be required to pay a grinder pump installation fee of \$1,900.00 per lot.

## **SCHOOLS**

The proposed plan was provided to Williamson County Schools (WCS) for an assessment of the impact of the proposed development on the schools in the area. Schools serving the subdivision include Jordan Elementary, Sunset Middle and Ravenwood High School.

Based upon the WCS review, the approximate student enrollment at build-out for the Allen Property subdivision is as follows:

Jordan Elementary -- 7 students  
Sunset Middle -- 2 students  
Ravenwood High -- 2 students

As background, the current capacity and enrollment numbers for the 2019/2020 school year, according to WCS data for the three impacted schools as of April 2019 are as follows: Jordan Elementary (890 capacity/494 Students projected), Sunset Middle (869 capacity/578 students projected), and Ravenwood High (1,649 capacity/1,635 students

projected). Note that the projected figures are for the first month of the 2019/2020 school year.

If the proposed ordinance is approved on first reading, the applicant will be required to conduct a community meeting to explain the particulars of the request and to answer questions from citizens. Property owners within a 1,000-foot radius will be invited to attend. The community meeting is tentatively scheduled for Thursday March 26, 2020 at 6:00 p.m. The Planning Commission would then review the request and provide its recommendations at its April 6, 2020 meeting. The public hearing before the Board of Commissioners is scheduled for April 13, 2020. Second and final reading is scheduled for April 27, 2020.

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

### **Staff Recommendation**

Staff has reviewed the proposed rezoning application and the associated plans and has found that they comply with the applicable provisions of the Zoning Ordinance for consideration by the Board of Commissioners.

### **Previous Commission Action**

There has been no recent action related to the property by the Board of Commissioners.

---

### **Fiscal Impact**

### **Attachments**

Ordinance 2020-01  
Proposed OSRD Plan  
R-2 Concept Plan  
Cover Sheet -- OSRD Calcs  
Boundary Plan  
Grading & Drainage Plan  
Slope Analysis  
Entrance Feature Plan  
Landscaping Plans  
Road Profiles  
Utility Plan  
Proposed Restrictive Covenant -- Lot 18  
Application for Water/Sewer Availability  
Application Package

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## **ORDINANCE 2020-01**

**AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AMEND THE ZONING ORDINANCE, SAME BEING CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD, BY CHANGING THE PRESENT ZONING CLASSIFICATION ON CERTAIN PROPERTY LOCATED ON THE NORTH SIDE OF SPLIT LOG ROAD, APPROXIMATELY 0.35 MILES WEST OF ITS INTERSECTION WITH RAGSDALE ROAD AND SOUTH AND EAST OF THE GLEN ABBEY SUBDIVISION, FROM THE R-2 (SUBURBAN RESIDENTIAL) ZONING DISTRICT TO THE OSRD (OPEN SPACE RESIDENTIAL DEVELOPMENT) ZONING DISTRICT, SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED IN THE PROPERTY DESCRIPTION ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE, AND SHOWN ON THE MAP ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE BY REFERENCE; AND TO AMEND THE OFFICIAL ZONING MAP ACCORDINGLY**

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

**SECTION 1.** That the present zoning classification on certain property located on the north side of Split Log Road, approximately 0.35 miles west of its intersection with Ragsdale Road, and south and east of the Glen Abbey Subdivision, be and the same is hereby changed from the R-2 (Suburban Residential) zoning district to the OSRD (Open Space Residential Development) zoning district, said property being more particularly described in the property description attached hereto as Attachment "A," and being more particularly shown on Attachment "B," said attachments being made a part of this ordinance by reference.

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

**SECTION 3.** That the development plan attached hereto as Attachment "B" is hereby approved as the basis for design and layout of the subdivision plat, pursuant to Section 78-185 of the Code of Ordinances of the City of Brentwood.

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

|                |                      |                        |                      |       |
|----------------|----------------------|------------------------|----------------------|-------|
| PASSED:        | 1st reading          | _____                  | PLANNING COMMISSION  | _____ |
|                | 2nd reading          | _____                  | NOTICE OF PASSAGE    |       |
|                |                      |                        | Notice published in: | _____ |
|                |                      |                        | Date of publication: | _____ |
| PUBLIC HEARING |                      |                        |                      |       |
|                | Notice published in: | <u>Williamson A.M.</u> |                      |       |
|                | Date of publication: | _____                  |                      |       |
|                | Date of hearing:     | _____                  | EFFECTIVE DATE       | _____ |

|       |                    |          |             |
|-------|--------------------|----------|-------------|
| _____ | _____              | _____    | _____       |
| MAYOR | Rhea E. Little III | RECORDER | Holly Earls |

*Approved as to form:*

|               |                 |
|---------------|-----------------|
| _____         | _____           |
| CITY ATTORNEY | Kristen L. Corn |



**ATTACHMENT A**  
**ORDINANCE 2020-01**

A tract of land located in the City of Brentwood, Williamson County, Tennessee of record in Deed Book 5772, Page 450 R.O.W .C, TN., and more specifically described as follows;

Beginning at an iron pin (new) being the southwest corner of subject tract and in the northern Right-of-Way of Split Log Road, said iron pin being a common corner with the Glen Abbey Subdivision, Section One of record in Plat Book P59, Page 107 R.O.W.C., TN.,

Thence; Leaving said Right-of-Way and with the common line of the North 072 56' 25" East, a distance of 836.41 feet to an iron pin (new). Said iron pin being located in the rear property line of Lot 45 of the Glen Abbey Subdivision, Section One of record in Plat Book P59, Page 107 R.O.W.C., TN.,

Thence; With the rear property of Lot 45 North 432 43' 47" East, a distance of 138.70 feet to an iron pin (new) in the rear property line of Lot 44 of the Glen Abbey Subdivision, Section One of record in Plat Book P59, Page 107 R.O.W.C., TN.,

Thence; Continuing with said common line a long rear property line of Lots 44, 43 and 42 North 232 10' 30" East a distance of 445 .58 feet to an iron pin (new). Said iron pin being a common corner in the rear property line of Lot 42 of the Glen Abbey Subdivision, Section One and Lot 25 of Glen Abbey Section Two of record in Plat Book P60, Page 121 R.O.W.C., TN.,

Thence; Continuing with the common property line of the Glen Abbey Subdivision, Section Two and Section Three of record in Plat Book P62, Page 106 along the rear lot lines of Lots 25, 65, 66 and 67 South 792 34' 45" East a distance of 755 .76 feet to an iron pin (existing) . Said existing iron pin being a common corner of Kendall Kellar Allen and Mary Jo Allen of Record in Deed Book 5772, Page 450 R.O.W .C, TN., lot 67 of the Glen Abbey Subdivision, Section Three and the Trena Payne Property of record in Deed Book 7099, Page 472 R.O.W.C. TN.,

Thence; With the common line of the Trena Payne Property South 072 27' 02" West, a distance of 1,238 .29 feet to an iron pin (new) passing through an Existing iron pin at 1,236.89 feet . Said iron pin (new) being in the northern Right-of- Way of Split Log Road,

Thence; With said Right-of-Way with a curve to the right having an arc length of 582.98 feet, a radius of 1,879 .86 feet, a chord length of 580.64 feet and a chord bearing of South 872 58' 31" West, to an iron pin (new),

Thence; Continuing with said Right-of-Way North 832 08' 26" West, a distance of 392.02 feet and passing through an existing concrete monument at 2.49 feet, to the point of beginning and containing 1,219,445 sq. ft . or 27,995 acres more or less.

The above-described tract of land is subjected to all easements of record.

This property description was prepared by Tori D. Cassidy RLS #2467 in accordance with the Boundary Survey prepared by Delta Associates, Inc., dated October 01, 2019.

With the John Tom Griggs Jr. Tr. property South 84° 43' 17" East, 681.93 feet to an existing iron pin, said iron pin being the common corner of the John Tom Griggs Jr. Tr. property and with the George M. Cawthon, Jr. property (no record deed found), Thence;

With the common line of Cawthon property South 07° 42' 20" West, a distance of 643.35 feet to an existing iron pin. Said iron pin being the common corner with Cawthon property and the City of Brentwood water tank property (no record deed found), Thence;

With the common line of the City of Brentwood South 07° 57' 11" West, a distance of 210.41 feet to an existing iron pin, Thence;

Continuing with the common line of Cawthon property the next three calls. South 06° 13' 58" West, a distance of 459.51 feet to an existing fence post in stone wall, Thence;

South 06° 06' 35" West, a distance of 56.57 feet to an existing iron pin, Thence;

South 06° 07' 41" West, a distance of 48.43 feet to an iron pin (new), said iron pin being a common corner with the Cawthon, Jr. Tr. property and the James P. O'Rourke property of record in Deed Book 1869, Page 666 R.O.W.C., TN., Thence;

With the common line on the O'Rourke property South 06° 15' 19" West, a distance of 154.02 feet to an existing metal post. Said metal post being a common corner with Cawthon property, O'Rourke property and the Iris Ann Lee Rosenfield property of record in Deed Book 5794, Page 222 R.O.W.C., TN., Thence;

With the common line with the Rosenfield property North 83° 57' 54" West, a distance of 345.60 feet to an existing iron bolt, said iron bolt being the common corner with the Taylor property and the Kenneth E. Payne property of record in Deed Book 5993, Page 940 R.O.W.C., TN., Thence;

With the common line of the Payne property North 82° 04' 59" West, a distance of 345.00 feet to an existing iron pin, said iron pin being the common corner with the Kendall Keller Allen property of record in Deed Book 5772, Page 450 R.O.W.C., TN., Thence;

Continuing with the common line of the Payne property with the next two calls, South 08° 26' 23" West, a distance of 136.78 feet to an existing iron pin, Thence;

South 07° 27' 02" West, a distance of 125.92 feet to a point, said point being the beginning of the proposed subdivided line through the Allen property for the next three calls, Thence;

North 79° 34' 45" West, a distance of 755.77 feet to a point; Thence;

South 23° 10' 30" West, a distance of 445.58 feet to a point, Thence;

South 43° 43' 47" West, a distance of 138.70 feet to a point, said point being in the common line with the Taylor property, Thence;

With the common line of the Taylor property South 07° 56' 25" West, a distance of 836.41 feet to an iron pin (new), said point being a common corner with Taylor and Allen properties and being in the north Right-of-Way of Split Log Road, Thence;

With the said Right-of-Way North 83° 08' 26" West, a distance of 513.70 feet, to an iron pin (new), Thence;

Continuing with said Right-of-Way with a curve to the left with a radius of 1,457.89 feet, an arc length of 54.24 feet, a chord length of 54.24 feet and a chord bearing of North 84° 12' 23" West, Thence;

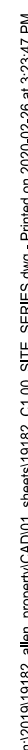
Continuing with said Right-of-Way line North 85° 16' 20" West, a distance of 107.16 feet to an iron pin (new), Thence;

Continuing with said Right-of-Way North 82° 38' 25" West, a distance of 42.05 feet to the point of beginning and containing 2,851,885 Sq. Ft. or 65.47 acres more or less.

The above-described property is subject to all easements of record.

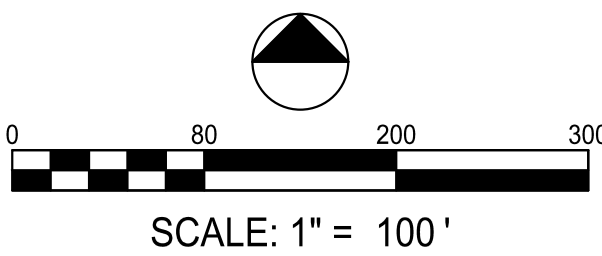
This description prepared by Ronnie Lowery RLS #1685 is based on Boundary Survey prepared by Delta Associates, Inc., Dated May 06, 2013





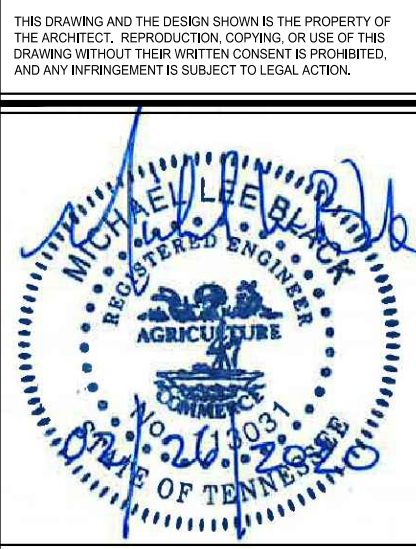
1. SEE SHEET C0.01 FOR GENERAL NOTES.
2. SEE ARCHITECTURAL SHEETS FOR BUILDING.
3. INSTALL JOINTS WHERE SHOWN TO ALIGN TO WALLS, BUILDINGS, RADII, ETC. EVENLY SPACE BETWEEN ELEMENTS AS SHOWN. PROVIDE EXPANSION JOINTS BETWEEN CONCRETE PAVEMENT AND VERTICAL ELEMENTS (WALL, CURBS, ETC.). ALL JOINTS TO BE STRAIGHT AND TRUE. LAYOUT ALL CURVES SMOOTHLY WITH NO ABRUPT CHANGES AT TANGENT POINTS.
4. ALL CURBS ARE DIMENSIONED TO THE FACE OF CURB.
5. CONTRACTOR TO TAKE ALL PRECAUTIONS TO FIND AND AVOID SITE UTILITIES. ALL UTILITIES ARE NOT SHOWN ON DRAWING. VERIFY LOCATIONS AND CONSIDER SUCH WHEN ESTIMATING.
6. ALL PAVEMENT MARKING AND TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
7. ALL PAVEMENT MARKINGS TO BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
8. ALL CONSTRUCTION AND MATERIALS SHALL COMPLY WITH TDOT'S STANDARDS FOR ROADWAY AND BRIDGE CONSTRUCTION, LATEST EDITION.
9. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

 DENOTES SCENIC EASEMENT AREA



| BORROW LANE    |         |                   |         |
|----------------|---------|-------------------|---------|
| LINE / CURVE # | LENGTH  | DIRECTION / DELTA | RADIUS  |
| L1             | 59.036  | S06° 51' 20.29"W  |         |
| C1             | 30.271  | 017.344W          | 100.000 |
| L2             | 67.845  | S10° 29' 17.97"E  |         |
| C2             | 30.277  | 017.347W          | 100.000 |
| L3             | 170.503 | S06° 51' 33.67"W  |         |
| C3             | 184.185 | 084.424           | 125.000 |
| L4             | 73.691  | N88° 42' 59.32"W  |         |
| C4             | 234.197 | 089.4565          | 150.000 |
| L5             | 206.739 | S01° 49' 37.33"W  |         |
| C5             | 49.125  | 018.7643          | 150.000 |
| L6             | 334.150 | S20° 35' 28.83"W  |         |
| C6             | 30.338  | 011.5882          | 150.000 |
| L7             | 287.367 | S09° 00' 11.43"W  |         |

**LOSE**  
**DESIGN**  
SPACES FOR LIFE.



NI

ALLEN PROPERTY  
OSRD ZONING  
TURNBERRY HOMES

BRENTWOOD

[illegible]

SHEET TITLE

SITE LAYOUT PLAN

|                      |                    |
|----------------------|--------------------|
| PROJECT NO.<br>19182 | DATE<br>02/26/2020 |
| DRAWN BY<br>BB       | SCALE<br>1" = 100' |
| CHECKED BY<br>MB     |                    |
| SHEET NO.            |                    |

# C1.00



N:\2019\19182\_Lose\_Design\19182\_0000\19182\_0000.dwg, Printed on 2/20/2020 at 9:11:42 AM



#### LOT AREA TABLE

| PARCEL AREA TABLE |             |         |
|-------------------|-------------|---------|
| LOT #             | SQ. FOOTAGE | ACREAGE |
| 1                 | 45,333 S.F. | 1.04    |
| 2                 | 48,632 S.F. | 1.12    |
| 3                 | 48,980 S.F. | 1.12    |
| 4                 | 48,556 S.F. | 1.11    |
| 5                 | 48,132 S.F. | 1.10    |
| 6                 | 47,708 S.F. | 1.10    |
| 7                 | 47,284 S.F. | 1.09    |
| 8                 | 46,860 S.F. | 1.08    |
| 9                 | 46,436 S.F. | 1.07    |
| 10                | 45,031 S.F. | 1.03    |
| 11                | 77,074 S.F. | 1.77    |
| 12                | 53,889 S.F. | 1.24    |
| 13                | 60,971 S.F. | 1.40    |
| 14                | 65,753 S.F. | 1.51    |
| 15                | 57,686 S.F. | 1.32    |
| 16                | 44,545 S.F. | 1.02    |
| 17                | 44,283 S.F. | 1.02    |
| 18                | 45,308 S.F. | 1.04    |
| 19                | 43,539 S.F. | 1.00    |
| 20                | 87,641 S.F. | 2.01    |

#### OPEN SPACE AREA TABLE

| PARCEL AREA TABLE |             |         |
|-------------------|-------------|---------|
| LOT #             | SQ. FOOTAGE | ACREAGE |
| 22                | 18,649 S.F. | 0.43    |
| 23                | 16,128 S.F. | 0.37    |
| 24                | 28,528 S.F. | 0.65    |
| 25                | 35,260 S.F. | 0.81    |

#### CERTIFICATE OF SURVEY

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1: 13,900+/- AS SHOWN HEREON.

SURVEYOR  
TENN. REG. NO. \_\_\_\_\_

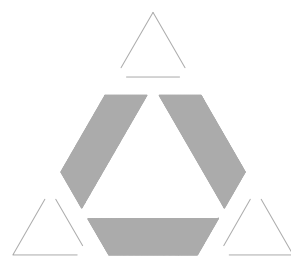
#### ROW AREA TABLE

| PARCEL AREA TABLE |             |         |
|-------------------|-------------|---------|
| LOT #             | SQ. FOOTAGE | ACREAGE |
| 21                | 67,242 S.F. | 1.54    |

## BOUNDARY & TOPOGRAPHIC SURVEY OF 9520 SPLIT LOG ROAD

TAX MAP 55, PARCEL 35.03 R.O.W.C. TN.

16th CIVIL DISTRICT  
BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE



Delta  
Associates  
INCORPORATED  
Design - Surveying

7121 Crossroads Blvd., Brentwood, TN 37027  
PHONE: (615) 850-3501

|                   |                 |                       |                    |
|-------------------|-----------------|-----------------------|--------------------|
| SCALE : 1" = 100' | DRAWN BY: TOC   | DATE: 10-1-19         | DRAWING NO. 1 OF 1 |
|                   | CHECKED BY: TOC | JOB NO: 19-0085L-9520 |                    |

#### PROPERTY TITLE REFERENCE

TY BEING PARCEL 35.03 ON TAX MAP 55 WILLIAMSON COUNTY, TENNESSEE, AND BEING TY CONVEYED TO KENDALL KELLER ALLEN & MARY JO ALLEN BY DEED RECORDED IN PG. 450, R.O.W.C. TENNESSEE.

**LOSE**  
DESIGN  
SPACES FOR LIFE.

**ALLEN PROPERTY**  
R-2 EXHIBIT  
TURNBERRY HOMES

0 100 200 300  
SCALE: 1" = 100'  
JANUARY 2020  
LA#: 19182



PRELIMINARY PLAN

# ALLEN PROPERTY

OSRD ZONING

PREPARED FOR:  
TURNBERRY HOMES



THIS DRAWING AND THE DESIGN SHOWN IS THE PROPERTY OF THE ARCHITECT. REPRODUCTION, COPYING, OR USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS PROHIBITED, AND ANY INFRINGEMENT IS SUBJECT TO LEGAL ACTION.



OSRD SITE DATA

OWNER/DEVELOPER

CONTACTS

| DEVELOPMENT SITE TABLE:                                                                                                                                                                                                                                                            |                          |                    |  |                         |     |  |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------|--|-------------------------|-----|--|--|--|--|
| Allen Property , BRENTWOOD, TENNESSEE                                                                                                                                                                                                                                              |                          |                    |  |                         |     |  |  |  |  |
| LOSE DESIGN NO: 19182                                                                                                                                                                                                                                                              |                          |                    |  |                         |     |  |  |  |  |
| GENERAL NOTES AND INFORMATION                                                                                                                                                                                                                                                      |                          |                    |  |                         |     |  |  |  |  |
| 1. The subject property consists of Parcel 35.03 of Map 55                                                                                                                                                                                                                         |                          |                    |  |                         |     |  |  |  |  |
| 2. Zoning: OSRD (Open Space Residential Development)                                                                                                                                                                                                                               |                          |                    |  |                         |     |  |  |  |  |
| 3. Total site area = 27.99 +/- Acres                                                                                                                                                                                                                                               |                          |                    |  |                         |     |  |  |  |  |
| 4. Boundary and topographic information for Parcel 35.03 was provided by Delta Associates, Inc. Lose Design accepts no responsibility for inaccuracies of base information provided.                                                                                               |                          |                    |  |                         |     |  |  |  |  |
| 5. Total lots proposed: 18                                                                                                                                                                                                                                                         |                          |                    |  |                         |     |  |  |  |  |
| 6. Proposed density: 0.75 DUA (Maximum allowed = 1 DUA)                                                                                                                                                                                                                            |                          |                    |  |                         |     |  |  |  |  |
| 7. Minimum lot width at building setback: 110' for standard lots                                                                                                                                                                                                                   |                          |                    |  |                         |     |  |  |  |  |
| 8. Minimum Building Setbacks:                                                                                                                                                                                                                                                      |                          |                    |  |                         |     |  |  |  |  |
|                                                                                                                                                                                                                                                                                    | Front:                   | 50'                |  | Rear abutting boundary: | 35' |  |  |  |  |
|                                                                                                                                                                                                                                                                                    | Rear:                    | 30'                |  | Side abutting street:   | 30' |  |  |  |  |
|                                                                                                                                                                                                                                                                                    | Side:                    | 15'/25' or 20'/20' |  |                         |     |  |  |  |  |
| 9. All electric service for the proposed development shall be underground. All public utilities shall be subject to the approval of the applicable utility provider.                                                                                                               |                          |                    |  |                         |     |  |  |  |  |
| 10. The existing vegetation in the open space is to remain preserved. It is the intent to also preserve the existing vegetation within the proposed lot areas as much as possible in order to promote a mature neighborhood environment.                                           |                          |                    |  |                         |     |  |  |  |  |
| 11. Optionee, Developer and Applicant:                                                                                                                                                                                                                                             |                          |                    |  |                         |     |  |  |  |  |
|                                                                                                                                                                                                                                                                                    | Turnberry Homes          |                    |  | Engineer:               |     |  |  |  |  |
|                                                                                                                                                                                                                                                                                    | Mr. Nicky Wells          |                    |  | Lose Design             |     |  |  |  |  |
|                                                                                                                                                                                                                                                                                    | 210 Jamestown Park Drive |                    |  | Mr. Michael Black       |     |  |  |  |  |
|                                                                                                                                                                                                                                                                                    | Suite 102                |                    |  | 2809 Foster Avenue      |     |  |  |  |  |
|                                                                                                                                                                                                                                                                                    | Brentwood, TN 37027      |                    |  | Nashville, TN 37208     |     |  |  |  |  |
| 12. A review of FIRM map number 47187C0230F, revised 09-29-2006, Brentwood, Williamson County, Tennessee and unincorporated areas, revealed that no portion of the subject property lies within 100 year flood plain.                                                              |                          |                    |  |                         |     |  |  |  |  |
| 13. All areas of the proposed development having a slope greater than 25% shall remain in permanent open space. No lots shall contain any contiguous portion of slopes greater than 24.9% slope.                                                                                   |                          |                    |  |                         |     |  |  |  |  |
| 14. In accordance with section 78-512(b)(5)b. of the Brentwood Municipal Code, the remaining evergreen plants required within the road frontage buffer have been dispersed throughout the other open spaces areas of the development due to the lack of usable land for plantings. |                          |                    |  |                         |     |  |  |  |  |
| 15. An asterisk (*) denotes transitional lots.                                                                                                                                                                                                                                     |                          |                    |  |                         |     |  |  |  |  |

| LOT DATA |                           |         |
|----------|---------------------------|---------|
| LOT NO.  | LOT SIZE (S.F.)           | (ACRES) |
| 1        | 19,077                    | 0.438   |
| 2        | 24,690                    | 0.567   |
| 3        | 23,780                    | 0.546   |
| 4        | 21,385                    | 0.491   |
| 5        | 30,136                    | 0.692   |
| 6        | 22,393                    | 0.514   |
| 7        | 19,013                    | 0.436   |
| 8        | 19,013                    | 0.436   |
| 9        | 21,458                    | 0.493   |
| 10       | 19,241                    | 0.442   |
| 11       | 17,600                    | 0.404   |
| 12       | 17,600                    | 0.404   |
| 13       | 17,768                    | 0.408   |
| 14       | 22,979                    | 0.528   |
| 15       | 27,172                    | 0.624   |
| 16       | 23,453                    | 0.538   |
| 17       | 27,473                    | 0.631   |
| 18       | 271,276                   | 6.228   |
| 645507   | TOTAL S.F. AREA IN LOTS   |         |
| 14.82    | TOTAL AC. OF AREA IN LOTS |         |

| TOTAL |         |
|-------|---------|
| LOTS  | 18      |
| SF    | 645,507 |
| AC    | 14.82   |

TURNBERRY HOMES  
210 JAMESTOWN PARK DRIVE, SUITE 102  
BRENTWOOD, TN 37027  
(615) 376-7001  
CONTACT: NICKY WELLS, P.E.

DESIGNER

LOSE DESIGN  
LANDSCAPE ARCHITECTURE/ARCHITECTURE/CIVIL  
ENGINEERING/PLANNING

2809 FOSTER AVENUE  
NASHVILLE, TENNESSEE 37210  
PHONE: 615-242-0040  
CONTACT: MICHAEL BLACK, P.E.

SURVEYOR:  
DELTA ASSOCIATES, INC.  
7121 CROSSROADS BLVD, SUITE 102  
BRENTWOOD, TN 37027  
(615) 850-3506  
RONL@DELTAASSOCIATESINC.COM

UTILITY:  
COLUMBIA GULF TRANSMISSION  
5422 GREEN GROVE ROAD  
HARTSVILLE, TN 37074  
(615) 374-2166  
MCOTHRON@NISOURCE.COM

WATER.....CITY OF BRENTWOOD.....(615) 371-0080  
SANITARY SEWER....CITY OF BRENTWOOD.....(615) 661-7061  
GAS.....ATMOS ENERGY.....(615) 794-2596  
TELEPHONE.....BELLSOUTH.....(615) 451-4336  
CABLE.....COMCAST.....(615) 244-5900

LOCATION MAP



SHEET INDEX

- C0.00 COVER SHEET
- C0.01 GENERAL NOTES
- C0.02 SITE SURVEY
- C0.03 REZONING REQUEST
- C1.00 SITE LAYOUT PLAN
- C2.00 GRADING & DRAINAGE PLAN
- C2.01 SLOPE ANALYSIS
- C3.00 ROAD PLAN & PROFILE SERIES
- C3.01 ROAD PLAN & PROFILE SERIES
- C4.00 SITE DETAILS
- C4.01 SITE DETAILS
- C5.00 UTILITY LAYOUT PLAN
- L1.00 TREE REMOVAL PLAN
- L1.01 OVERALL LANDSCAPE PLAN
- L1.02 ROADWAY BUFFER LANDSCAPE PLAN
- L1.10 LANDSCAPING NOTES & DETAILS

| OSRD CALCULATIONS                                 |  |  |  | SIZE (S.F.) | ACRES  |
|---------------------------------------------------|--|--|--|-------------|--------|
| TOTAL SITE AREA:                                  |  |  |  | 1219449.47  | 27.99  |
| LESS RIGHT OF WAY:                                |  |  |  | -78270.00   | -1.80  |
| TOTAL:                                            |  |  |  | 1141179.47  | 26.19  |
| LESS AREA IN 25% OR GREATER SLOPES:               |  |  |  | -6424.00    | -0.15  |
| PLUS 25% OF AREA IN 25% OR GREATER SLOPES:        |  |  |  | 1606.00     | 0.04   |
| LESS AREA IN ELECTRICAL, NATURAL & GAS EASEMENTS: |  |  |  | -153075.35  | -3.51  |
| PLUS 25% AREA IN ELECTRICAL, NATURAL & GAS ESMTS: |  |  |  | 36268.84    | 0.88   |
| TOTAL USEABLE LAND AREA:                          |  |  |  | 1021554.96  | 23.45  |
| LESS AREA IN LOTS > 1 ACRE:                       |  |  |  | -227716.00  | -5.23  |
| TOTAL LAND AREA AVAILABLE:                        |  |  |  | 793838.96   | 18.22  |
| TOTAL LAND AREA REQUIRED AT 1 DPU PER ACRE        |  |  |  | 784080.00   | 18.00  |
| TOTAL LAND AREA PROVIDED IN LOTS                  |  |  |  | -645507.00  | -14.82 |
| TOTAL OPEN SPACE REQUIRED:                        |  |  |  | 138573.00   | 3.18   |
| TOTAL OPEN SPACE PROVIDED:                        |  |  |  | 495666.00   | 11.37  |
| EXCESS OPEN SPACE PROVIDED:                       |  |  |  | 357093.00   | 8.19   |

| TOTAL OPEN SPACE |              |       |
|------------------|--------------|-------|
| Open Space #     | SF           | AC    |
| 20               | 166502.0000  | 3.82  |
| 21               | 47893.0000   | 1.10  |
| 22               | 43539.0000   | 1.00  |
| 23               | 138495.0000  | 3.18  |
| 24               | 10717.0000   | 0.25  |
| 25               | 27488.0000   | 0.63  |
| 26               | 12797.0000   | 0.29  |
| 27               | 48235.0000   | 1.11  |
| TOTAL            | 495,666.0000 | 11.37 |

ALLEN PROPERTY  
OSRD ZONING  
TURNBERRY HOMES  
BRENTWOOD

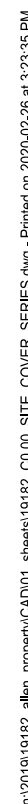
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| COVER SHEET |  |

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|----------------------|--------------------|
| PROJECT NO.<br>19182 | DATE<br>02/26/2020 |
| DRAWN BY<br>BB       | SCALE<br>NTS       |
| CHECKED BY<br>MB     |                    |
| SHEET NO.            |                    |

C0.00





**NOTE:**  
BOUNDARY AND FIELD RUN TOPO PROVIDED BY  
DETLA ASSOCIATES INC..  
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INFORMATION.  
CONTACT INFO: 615.850.3501



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# ALLEN PROPERTY OSRD ZONING

TURNBERRY HOMES

BRENTWOOD

[illegible]

# HEET TITLE

## REZONING REQUEST

|                      |                    |
|----------------------|--------------------|
| PROJECT NO.<br>19182 | DATE<br>02/26/2020 |
| DRAWN BY<br>JB       | SCALE<br>1" = 100' |
| CHECKED BY<br>MB     |                    |
| SHEET NO.            |                    |

## C0.03





| Lot # | Lowest Floor Elevation |
|-------|------------------------|
| 1     | 825.00                 |
| 5     | 858.50                 |
| 16    | 836.00                 |
| 17    | 836.00                 |

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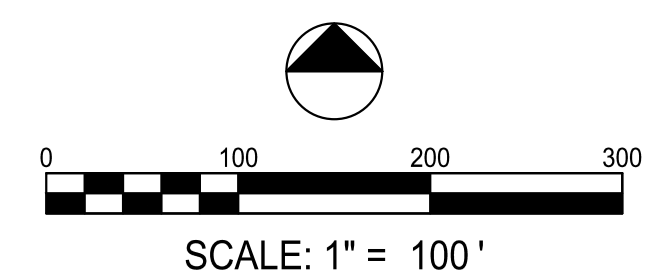
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BRENTWOOD

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|---------------------|--------------------|
| PROJECT NO.<br>9182 | DATE<br>02/26/2020 |
| DRAWN BY<br>BB      | SCALE<br>1" = 100' |
| CHECKED BY<br>MB    |                    |
| SHEET NO.           |                    |

C2.00





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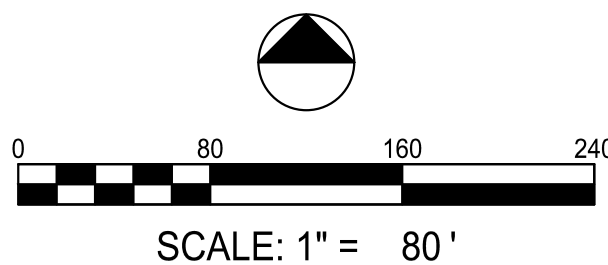


GRADING LEGEND:

- PROPOSED INDEX CONTOUR LINE
- PROPOSED INTERVAL CONTOUR LINE
- EXISTING INDEX CONTOUR LINE
- EXISTING INTERVAL CONTOUR LINE

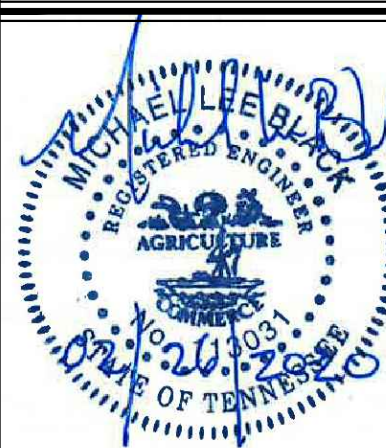
SLOPE LEGEND:

- DENOTES AREA OF 15% - 24.99% SLOPE
- DENOTES AREA OF 25% OR GREATER SLOPE



**LOSE**  
**DESIGN**  
SPACES FOR LIFE.

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ALLEN PROPERTY  
OSRD ZONING

TURNBERRY HOMES

BRENTWOOD

TN

| SUBMITTALS / REVISIONS |      |             |
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| SHEET TITLE          |                    |
|----------------------|--------------------|
| SLOPE ANALYSIS       |                    |
| PROJECT NO.<br>19182 | DATE<br>02/26/2020 |
| DRAWN BY<br>BB       | SCALE<br>1" = 100' |
| CHECKED BY<br>MB     |                    |
| SHEET NO.            |                    |

C2.01

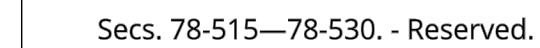






**NOTES:**

1. SEE SHEET C0.01 FOR GENERAL NOTES.
2. SEE SHEET L1.02 FOR ROADWAY BUFFER LANDSCAPE PLAN AND SCHEDULES.
3. SEE SHEET L1.10 FOR LANDSCAPE NOTES AND DETAILS.



Know what's **below**.  
**Call** before you dig.

NT

ALLEN PROPERTY  
OSRD ZONING  
TURNBERRY HOMES

BRENTWOOD

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|                   |
|-------------------|
| SHEET TITLE       |
| TREE REMOVAL PLAN |

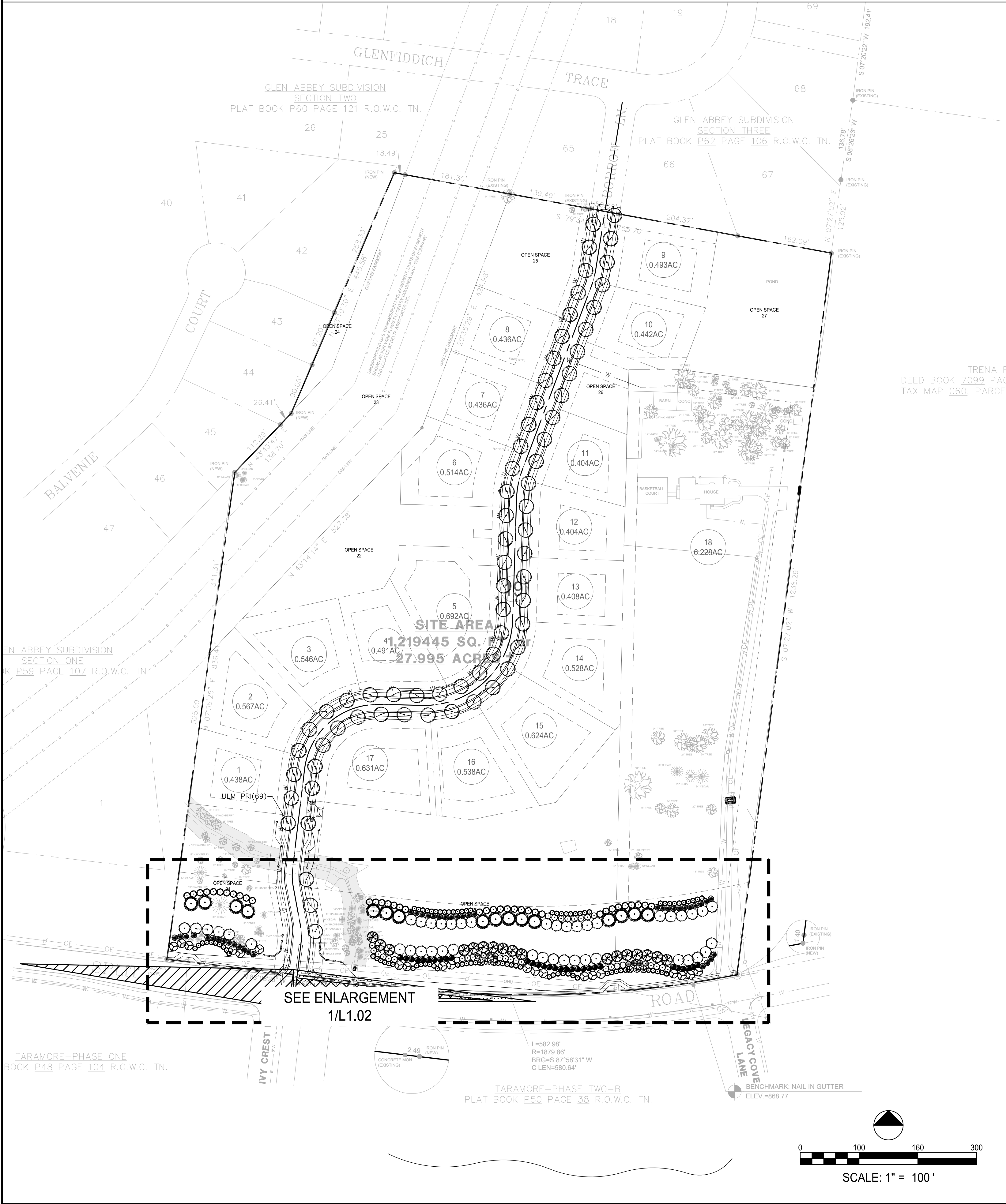
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| PROJECT NO.<br>19182 | DATE<br>02/26/2020 |
| DRAWN BY<br>ZK       | SCALE<br>1" = 80'  |
| CHECKED BY<br>AA     |                    |
| SHEET NO.            |                    |

L1.00



PLANT SCHEDULE STREET TREES

| DECIDUOUS TREES | QTY | BOTANICAL NAME              | COMMON NAME  | CONT | CAL    | HT         | REMARKS                          |
|-----------------|-----|-----------------------------|--------------|------|--------|------------|----------------------------------|
| ULM PRI         | 69  | ULMUS AMERICANA 'PRINCETON' | AMERICAN ELM | B&B  | 3" CAL | 12'-14' HT | STRONG CENTRAL LEADER, MATCHING. |



- LANDSCAPING NOTES:
- SEE SHEET C0.01 FOR GENERAL NOTES.
  - SEE SHEET L1.10 FOR LANDSCAPING NOTES AND DETAILS.
  - CONTRACTOR TO TAKE ALL PRECAUTIONS TO FIND AND AVOID SITE UTILITIES. ALL UTILITIES ARE NOT SHOWN ON DRAWING. VERIFY LOCATIONS AND CONSIDER SUCH WHEN ESTIMATING.

| SITE TREE REQUIREMENTS           |                |          |
|----------------------------------|----------------|----------|
| DESCRIPTION                      | CALIPER INCHES | COMMENTS |
| CALIPER INCHES ON SITE           | 2780           |          |
| CALIPER INCHES PROTECTED         | 2105           |          |
| CALIPER INCHES REMOVED           | 675            |          |
| CALIPER INCHES TO REPLACE        | 338            |          |
| CALIPER INCHES REQUIRED PER ACRE | 700            |          |
| TOTALS                           |                |          |
| PROPOSED                         | 333            |          |
| PROTECTED                        | 2105           |          |
| TOTAL                            | 2438           |          |

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TURNBERRY HOMES

BRENTWOOD

| SUBMITTALS / REVISIONS |             |
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SHEET TITLE

OVERALL LANDSCAPE PLAN

|                      |                    |
|----------------------|--------------------|
| PROJECT NO.<br>19182 | DATE<br>02/26/2020 |
| DRAWN BY<br>ZK       | SCALE<br>1" = 100' |
| CHECKED BY<br>AA     |                    |
| SHEET NO.            |                    |

L1.01



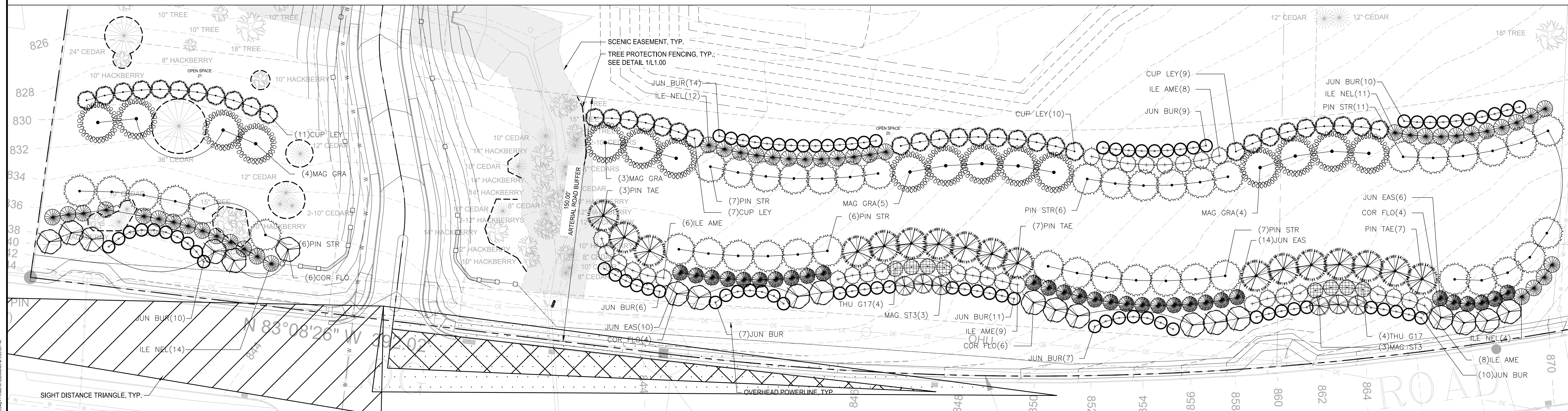


| <u>FLUORESCENT TREES</u> | <u>QTY</u> | <u>BOTANICAL NAME</u>            | <u>COMMON NAME</u>     | <u>CONT</u> | <u>CAL</u> | <u>HT</u>  | <u>REMARKS</u>                   |
|--------------------------|------------|----------------------------------|------------------------|-------------|------------|------------|----------------------------------|
| ILE AME                  | 31         | ILEX OPACA GREENLEAF             | GREENLEAF HOLLY        | B&B         | 2" CAL MIN | 10'-12" HT | FULL TO GROUND, MATCHING         |
| ILE NEL                  | 41         | ILEX X 'NELLIE R STEVENS'        | NELLIE STEVENS HOLLY   | B&B         | 2" CAL MIN | 10'-12" HT | FULL TO GROUND, MATCHING         |
| JUN EAS                  | 30         | JUNIPERUS VIRGINIANA             | EASTERN RED CEDAR      | B&B         | 2" CAL MIN | 10' MIN HT | FULL PLANT, MATCHING.            |
| JUN BUR                  | 84         | JUNIPERUS VIRGINIANA 'BURKII'    | BURK RED CEDAR         | B&B         | 2" CAL MIN | 8' MIN HT  | FULL PLANT, MATCHED TREES        |
| MAG GRA                  | 16         | MAGNOLIA GRANDIFLORA             | SOUTHERN MAGNOLIA      | B&B         | 2" CAL MIN | 12'-14" HT | FULL PLANT, MATCHING.            |
| PIN STR                  | 43         | PINUS STROBUS                    | WHITE PINE             | B&B         | 2" CAL MIN | 8' MIN HT  | FULL PLANT, MATCHING.            |
| PIN TAE                  | 17         | PINUS TAEDA                      | LOBLODY PINE           | B&B         | 2" CAL MIN | 8' MIN HT  | FULL PLANT, MATCHING.            |
| THU G17                  | 8          | THUJA OCCIDENTALIS 'GREEN GIANT' | GREEN GIANT ARBORVITAE | B&B         | 2" CAL MIN | 12'-14'    | FULL PLANT, MATCHING             |
| CUP LEY                  | 37         | X CUPRESSOCYPARIS LEYLANDII      | LEYLANDI CYPRESS       | B&B         | 2" CAL MIN | 10' MIN HT | FULL PLANT, MATCHING.            |
| <hr/>                    |            |                                  |                        |             |            |            |                                  |
| <u>FLOWERING TREES</u>   | <u>QTY</u> | <u>BOTANICAL NAME</u>            | <u>COMMON NAME</u>     | <u>CONT</u> | <u>CAL</u> | <u>HT</u>  | <u>REMARKS</u>                   |
| COR FLO                  | 20         | CORNUS FLORIDA                   | EASTERN DOGWOOD        | B&B         | 2" CAL MIN | 8' MIN HT  | STRONG CENTRAL LEADER, MATCHING. |
| MAG ST3                  | 6          | MAGNOLIA STELLATA                | STAR MAGNOLIA          | B&B         | 2" CAL     | 8' MIN HT  | MATCHING FORM, TREE FORM, MIN.   |

| ARTERIAL ROADWAY BUFFER CALCULATIONS |          |                                                                                                                  |
|--------------------------------------|----------|------------------------------------------------------------------------------------------------------------------|
| DESCRIPTION                          | QUANTITY | NOTES                                                                                                            |
| TREES REQUIRED                       | 438      | $972.66/100 = 9.73$<br>$9.73 \times 45 = 437.85 = 438$                                                           |
| PROVIDED                             |          |                                                                                                                  |
| BUFFER TREES                         | 333      | EVERGREEN TREES: 307<br>DECIDUOUS TREES: 26                                                                      |
| STREET TREES                         | 69       | DECIDUOUS TREES: 69                                                                                              |
| SAVED TREES IN<br>ARTERIAL BUFFER    | 36       | SEE EXCEL CHART SHEET L1.00                                                                                      |
| TOTAL TREES PROVIDED                 | 438      | EVERGREEN TREES: 78%<br>$(438-36=402 \quad 307/402=.763)$<br><br>DECIDUOUS TREES: 24%<br>$(26+69) / 402) = .236$ |

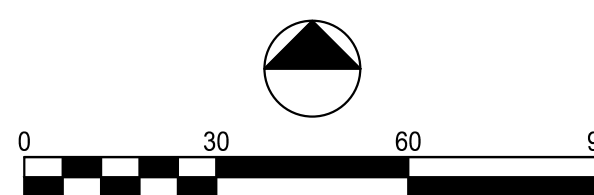
1. PER SECTION 78-512(b)5, A LANDSCAPING BUFFER SHALL BE PROVIDED ALONG THE FRONTAGE OF SPLIT LOG ROAD AT 45 TREES PER 100 LF, PRIMARILY EVERGREEN PLANT MATERIALS (MINIMUM 75%) WITH A MIXTURE OF A VARIETY OF PLANT SPECIES.
2. 972.66 +/- LINEAR FEET OF ROAD FRONTAGE =  
972.66/100 = 9.73  
9.73 X 45 = 437.85 = **438 TREES REQUIRED**

1. TO REMAIN CONSISTENT WITH THE ADJOINING GLEN ABBEY, THE DEVELOPER PROPOSES TO RELOCATE 70 OF THE REQUIRED BUFFER PLANTINGS IN THE PLANTING STRIP BETWEEN THE CURB AND SIDEWALK ALONG THE STREET.



1

## SCALE:



SCALE: 1" = 30

ALLEN PROPERTY  
OSRD ZONING

TURNBERRY HOMES

BRENTWOOD

[illegible]

SHEET TITLE

ROADWAY BUFFER  
LANDSCAPE PLAN

|                      |                    |
|----------------------|--------------------|
| PROJECT NO.<br>19182 | DATE<br>02/26/2020 |
| DRAWN BY<br>ZK       | SCALE<br>1" = 30'  |
| CHECKED BY<br>AA     |                    |
| SHEET NO             |                    |

## L1.02



GENERAL NOTES:

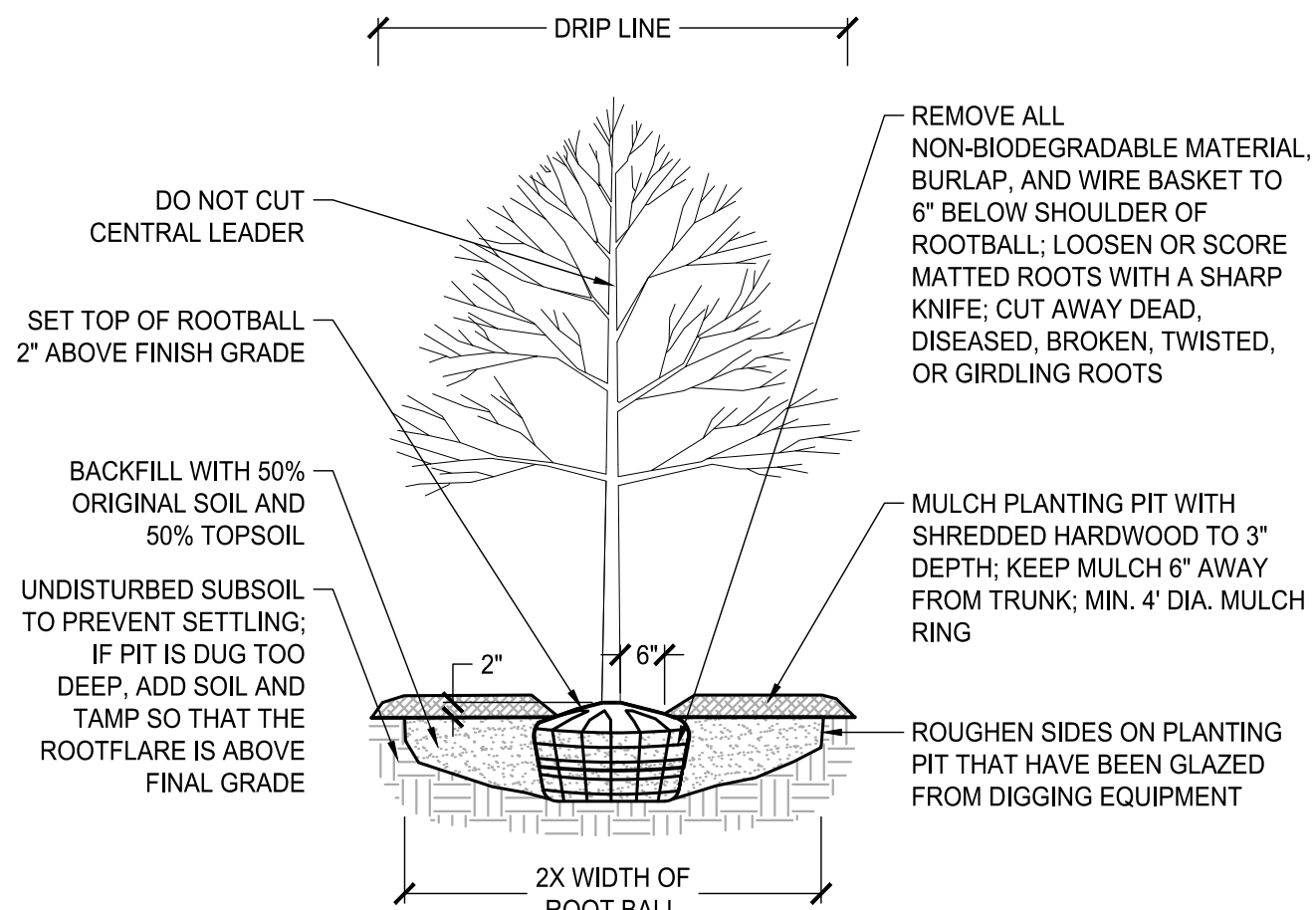
- UNDERGROUND UTILITIES:
  - UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED BY THE OWNER, LANDSCAPE ARCHITECT, OR THEIR REPRESENTATIVES. BEFORE YOU DIG, CALL TENNESSEONE CALL SYSTEM.
  - THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES TO REMAIN.
- THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO ENSURE THAT THE NEW WORK SHALL FIT INTO THE EXISTING SITE IN THE MANNER INTENDED AND AS SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATING TO THE AREA.

LANDSCAPE NOTES:

- PLANTING BEDS AND PLANT LOCATIONS SHALL BE STAKED BY THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER OR THE OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION OF THE PLANTS.
- PLANTING BEDS SHALL BE CLEARED OF ALL GRASS AND WEEDS PRIOR TO INSTALLATION OF PLANTS, INCLUDING SPRAYING "ROUND-UP" OR APPROVED SUBSTITUTE TO KILL ACTIVELY GROWING PLANTS. PLANT BEDS SHALL BE PREPARED AS CALLED FOR IN THE SPECIFICATIONS AND DETAILS.
- ALL OTHER DISTURBED AREAS ARE TO BE SEEDED OR SODDED AS PER THE PLANS. ADDITIONAL SEEDING OR SODDING, IF REQUIRED, WILL BE AS DIRECTED BY THE OWNER OR OWNERS REPRESENTATIVE. SEE GRADING SHEET FOR SEEDING.
- PLANTING BEDS SHALL HAVE A THREE (3) INCH SHREDDED HARDWOOD BARK MULCH OVER THE ENTIRE BED, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- PRIOR TO PLANTING, ALL PLANTED AREAS SHALL BE TREATED WITH A WATER-SOLUBLE HERBICIDE FOR THE NON-SELECTIVE CONTROL OF ANNUAL AND PERENNIAL WEEDS PRIOR TO PLANTING.
- ALL TREE AND SHRUB PLANTING PITS SHALL BE BACKFILLED WITH A PLANTING SOIL MIXTURE OF ONE (1) PART ORIGINAL SOIL AND ONE (1) PART TOPSOIL, THOROUGHLY MIXED. SAMPLE OF MIXTURE TO BE APPROVED IN WRITING BY OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- PLANT GROUNDCOVER AND ANNUAL BEDS IN SAME MIXTURE AS SHRUBS. AFTER PLANTING & MULCHING, WATER AREAS TO POINT OF SATURATION.
- ALL PLANTED AREAS ARE TO BE FERTILIZED WITH GRANULAR FERTILIZER. LANDSCAPE CONTRACTOR IS TO PROVIDE SOIL TEST RESULTS AND PROPOSED FERTILIZER APPLICATION RATES TO THE OWNER OR OWNER'S REPRESENTATIVE FOR APPROVAL.
- ALL PLANT MATERIAL IS TO BE NURSERY GROWN AND TO COMPLY WITH AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60, 1-2004) OR LATEST EDITION. PLANTS NOT IN COMPLIANCE WILL BE REJECTED AND REPLACED WITH PLANTS THAT MEET THE STANDARDS.
- SPRAY TREES AND SHRUBS WITH AN ANTI-DESICCANT IF FOLIAGE IS PRESENT.
- EVERGREEN TREES AND SHRUBS SHALL BE PLANTED IN THE SAME MANNER AS DECIDUOUS MATERIAL IS PLANTED.
- DO NOT PRUNE ANY PLANT MATERIAL UNTIL IT HAS BEEN INSPECTED AND ACCEPTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- ALL LANDSCAPE MATERIAL SHALL BE APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE BEFORE INSTALLATION. MATERIALS MAY BE VIEWED AT LANDSCAPE CONTRACTOR'S HOLDING SITE OR AT THIS SITE. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE OF THE AVAILABILITY OF THE MATERIALS TO BE INSPECTED.
- ALL MATERIALS INSPECTED ON THE SITE AND FOUND TO BE UNACCEPTABLE SHALL BE REMOVED FROM THE SITE ON THE DAY OF INSPECTION.
- FIELD CHANGES MUST BE APPROVED IN WRITING BY THE OWNER OR OWNER'S REPRESENTATIVE.
- EXISTING PLANT MATERIAL IS TO BE EVALUATED BY THE LANDSCAPE ARCHITECT FOR POSSIBLE RELOCATION ON SITE. THE LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT FORTY-EIGHT (48) HOURS BEFORE BEGINNING WORK.
- ALL PLANT MATERIAL SHALL BE SUPPLIED BY APPROPRIATE SOURCES TO PREVENT UNDUE STRESS OR PROLONGED ACCLIMATIZATION WHICH WOULD INHIBIT PLANT GROWTH.
- LANDSCAPE CONTRACTOR IS TO VERIFY PLANT QUANTITIES SHOWN ON PLAN AND IN PLANT LIST. IF DISCREPANCIES OCCUR, LANDSCAPE CONTRACTOR IS TO CONTACT LANDSCAPE ARCHITECT IMMEDIATELY. QUANTITIES SHOWN ON PLAN TAKE PRECEDENCE.
- EVERGREEN TREES TO BE A MINIMUM OF 8' IN HEIGHT AT TIME OF PLANTING - DECIDUOUS TREES TO BE 2" DBH MIN AT TIME OF PLANTING. SEE PLANT LIST FOR LARGER MATERIAL REQUIRED.
- MULTI-TRUNK PLANT MATERIAL SHALL BE ONE PLANT GROWN FROM SINGLE SEEDLING. NO CLUMP MULTI-PLANT STOCK WILL BE ACCEPTED.
- IF IN THE OPINION OF THE LANDSCAPE ARCHITECT, THE CENTRAL LEADER OF ANY TREE HAS BEEN CUT IN THE HISTORY OF THE PLANT'S GROWTH, THE MATERIAL SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER. THE DECISION OF THE LANDSCAPE ARCHITECT WILL BE FINAL.

PLANT STOCK NOTES:

- ALL PEDESTRIAN ACCESS WAYS MUST HAVE AT LEAST 7' OF CLEARANCE.
- ALL CANOPY AND UNDERSTORY TREES SHALL HAVE ONE STRONG CENTRAL LEADER TRUNK. NO MULTI-TRUNK UNLESS SPECIFIED.
- THE SOUTH SIDE OF ALL TREES SHALL BE MARKED BEFORE TRANSPLANT FOR DIRECTIONAL PLACEMENT AT THE TIME OF PLANTING. CONTRACTOR SHALL BE RESPONSIBLE FOR DIRECTIONAL PLACEMENT.
- ALL TREES SHALL BE MATCHED SPECIMENS WITH A FULL CANOPY AND A UNIFORM BRANCHING HABIT.
- EVERGREEN TREES SHALL BE FULL TO GROUND WITH A HEAVY CANOPY AND STRONG CENTRAL LEADER.
- MULCH "VOLCANOES" ARE UNACCEPTABLE. MULCH MUST BE INSTALLED PER DETAILS.
- INSTALL ALL PLANTS IN ACCORDANCE WITH ALL APPLICABLE DETAILS AND SPECIFICATIONS INCLUDED WITHIN THE CONSTRUCTION PACKAGE.
- ALL PLANTS MUST BE SELECTED, INSTALLED, AND MAINTAINED ACCORDING TO THE SPECIFICATIONS.
- ALL TREES MUST BE PLANTED A MINIMUM OF 5 FEET FROM MAJOR UTILITY LINES. CONTACT LANDSCAPE ARCHITECT WHERE DISCREPANCIES OCCUR FOR FIELD ADJUSTMENT.

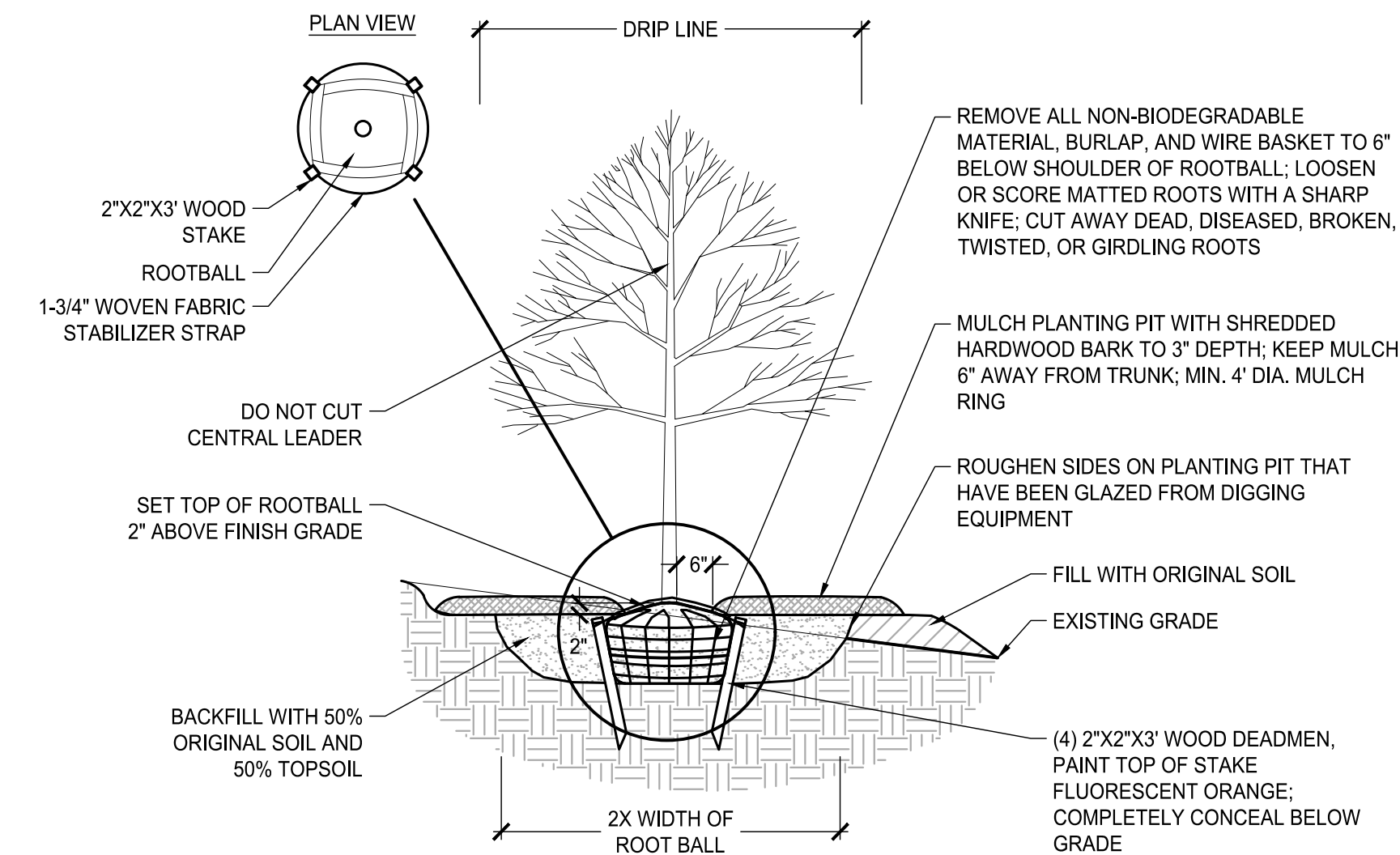


NOTES:

- WATER TREES IMMEDIATELY AFTER PLANTING.
- TREES OF SAME SPECIES TO BE MATCHED IN UNIFORMITY AND GROWTH.
- TREE MUST MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1)

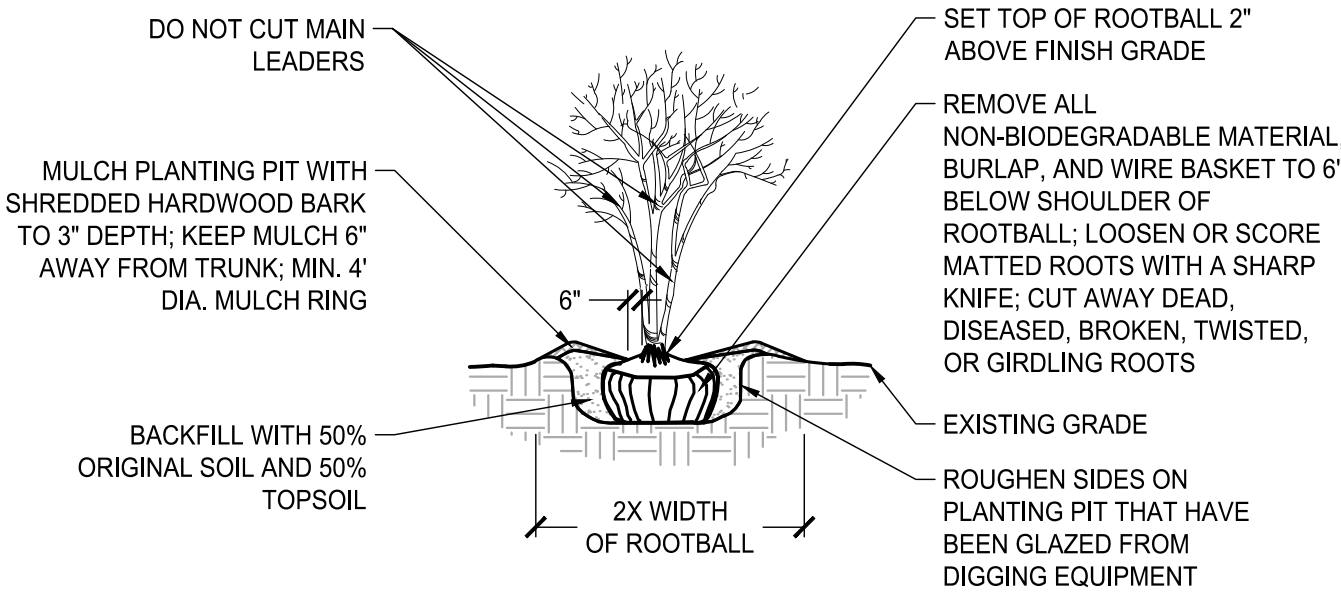
1 DECIDUOUS TREE

SCALE: NTS



4 TREE PLANTING ON SLOPES (10:1 TO 2:1 SLOPE)

SCALE: NTS

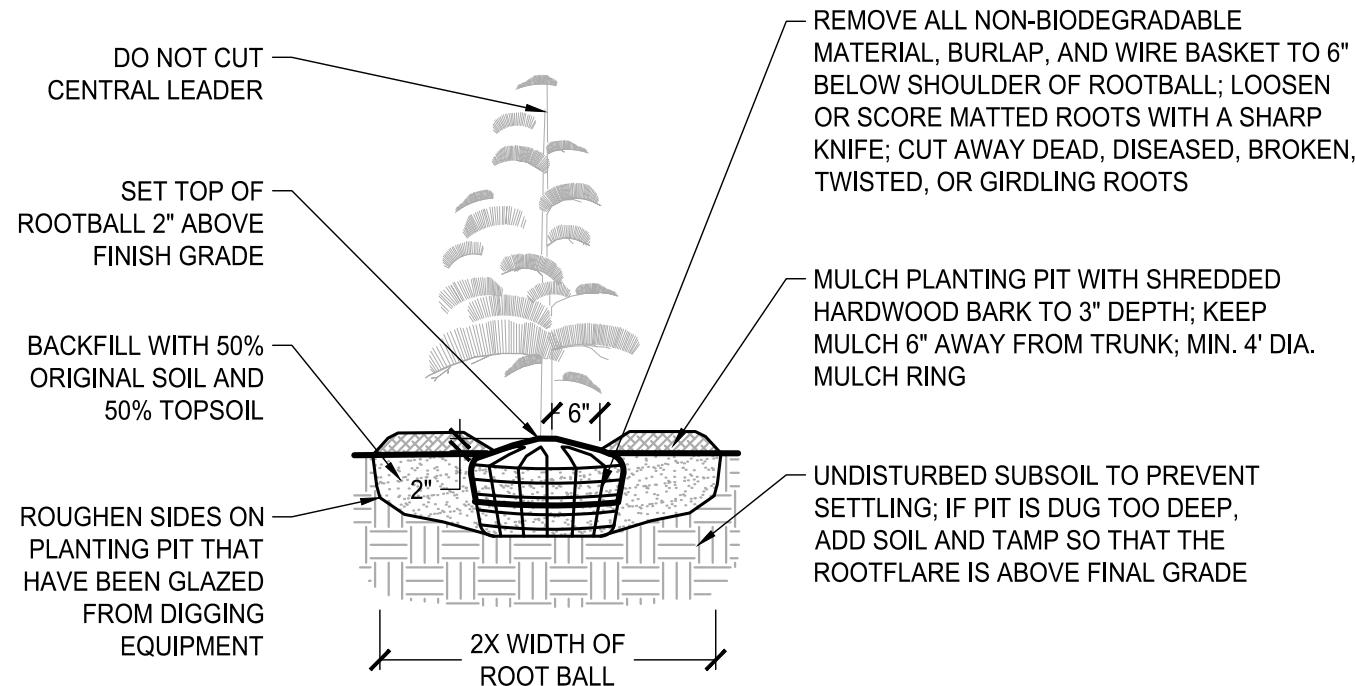


NOTES:

- WATER MULTI-TRUNK TREES IMMEDIATELY AFTER PLANTING.
- MULTI-TRUNK TREES OF SAME SPECIES TO BE MATCHED IN UNIFORMITY AND GROWTH

2 MULTI-TRUNK TREE

SCALE: NTS



NOTES:

- WATER TREES IMMEDIATELY AFTER PLANTING.
- TREES OF SAME SPECIES TO BE MATCHED IN UNIFORMITY AND GROWTH

3 CONIFER TREE

SCALE: NTS

LOSE  
DESIGN

SPACES FOR LIFE.

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apilandin  
2-16-2020

APILANDIN & ASSOCIATES  
LANDSCAPE ARCHITECTS

ALLEN PROPERTY  
OSRD ZONING

TURNBERRY HOMES

BRENTWOOD

SUBMITTALS / REVISIONS

| NO. | DATE | DESCRIPTION |
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SHEET TITLE

LANDSCAPING NOTES & DETAILS

PROJECT NO.  
19182

DATE  
02/26/2020

DRAWN BY  
ZK

SCALE  
AS SHOWN

CHECKED BY  
AA

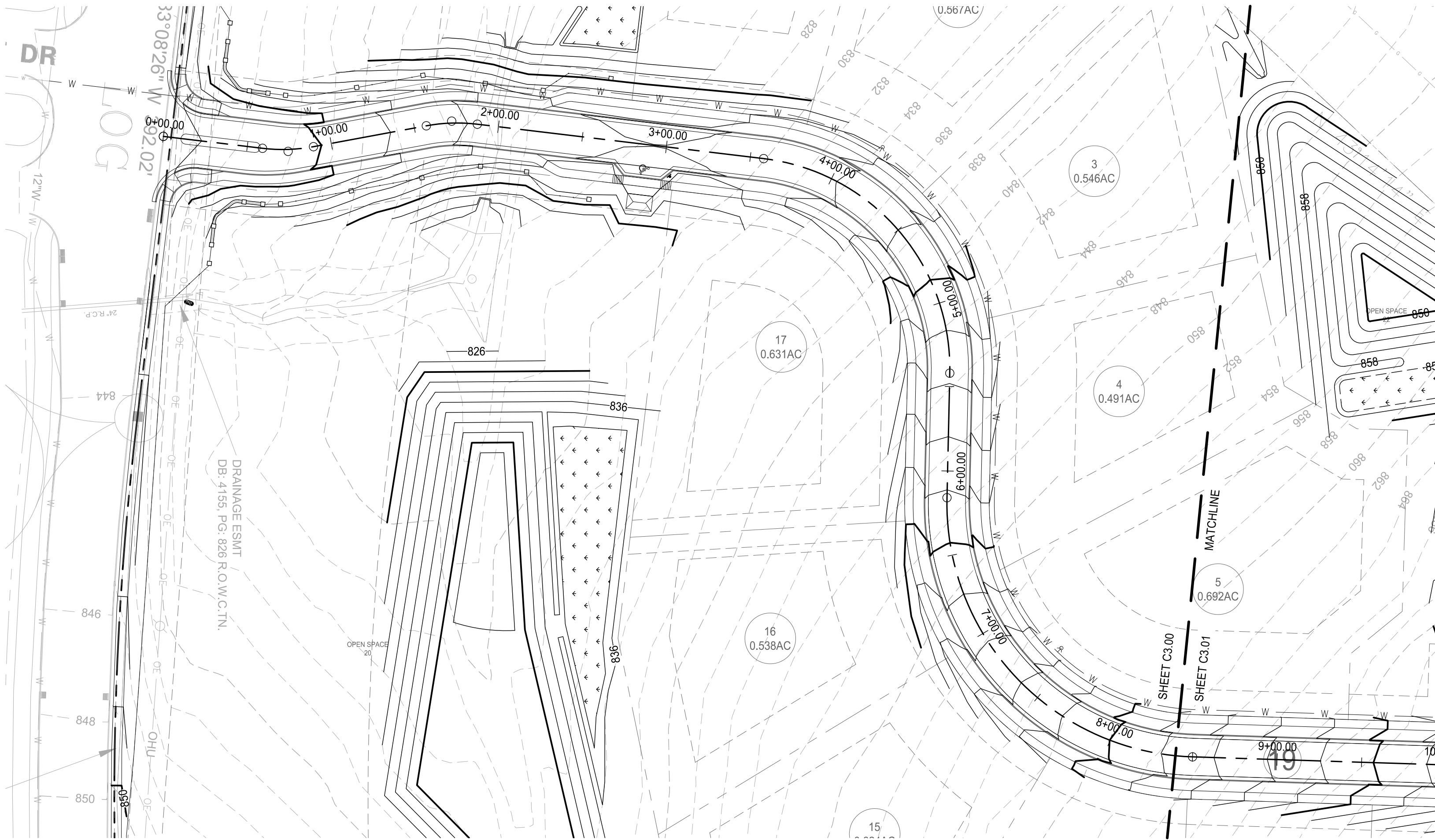
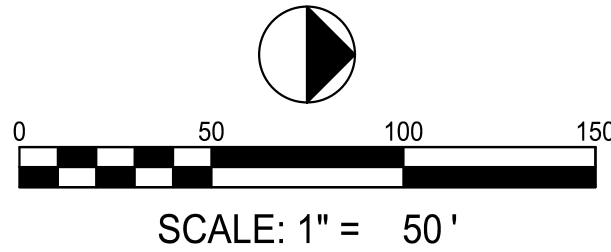
SHEET NO.

L1.10

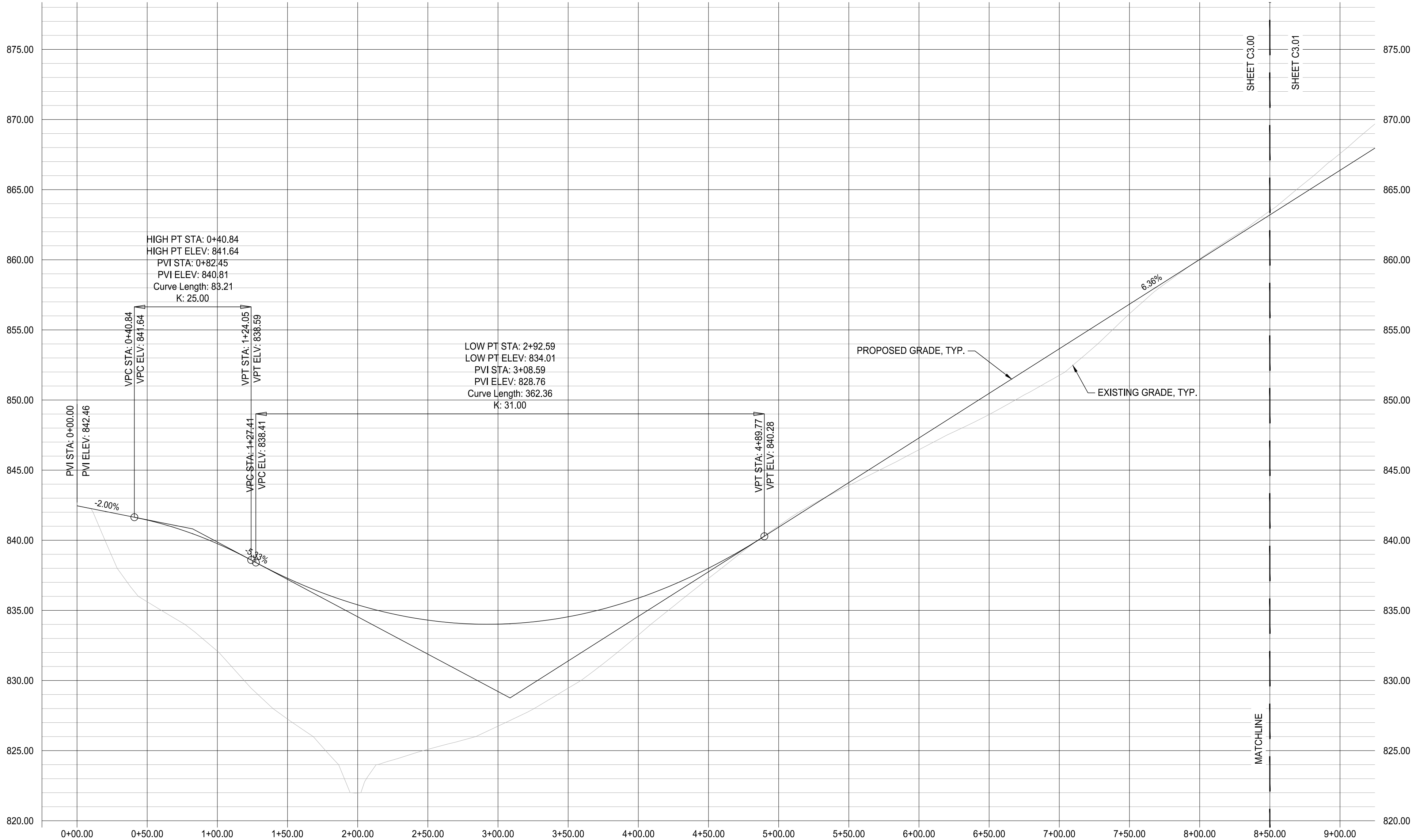
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PROFILE VIEW OF BORROW LANE



SCALE  
VERTICAL: 1" = 5'  
HORIZONTAL: 1" = 50'

**LOSE**  
**DESIGN**  
SPACES FOR LIFE.

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ALLEN PROPERTY  
OSRD ZONING  
TURNBERRY HOMES

BRENTWOOD

TN

| SUBMITTALS / REVISIONS |      |             |
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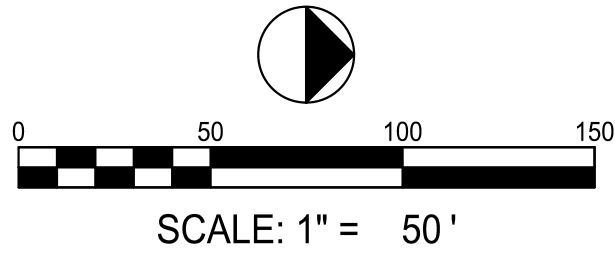
SHEET TITLE  
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SERIES**

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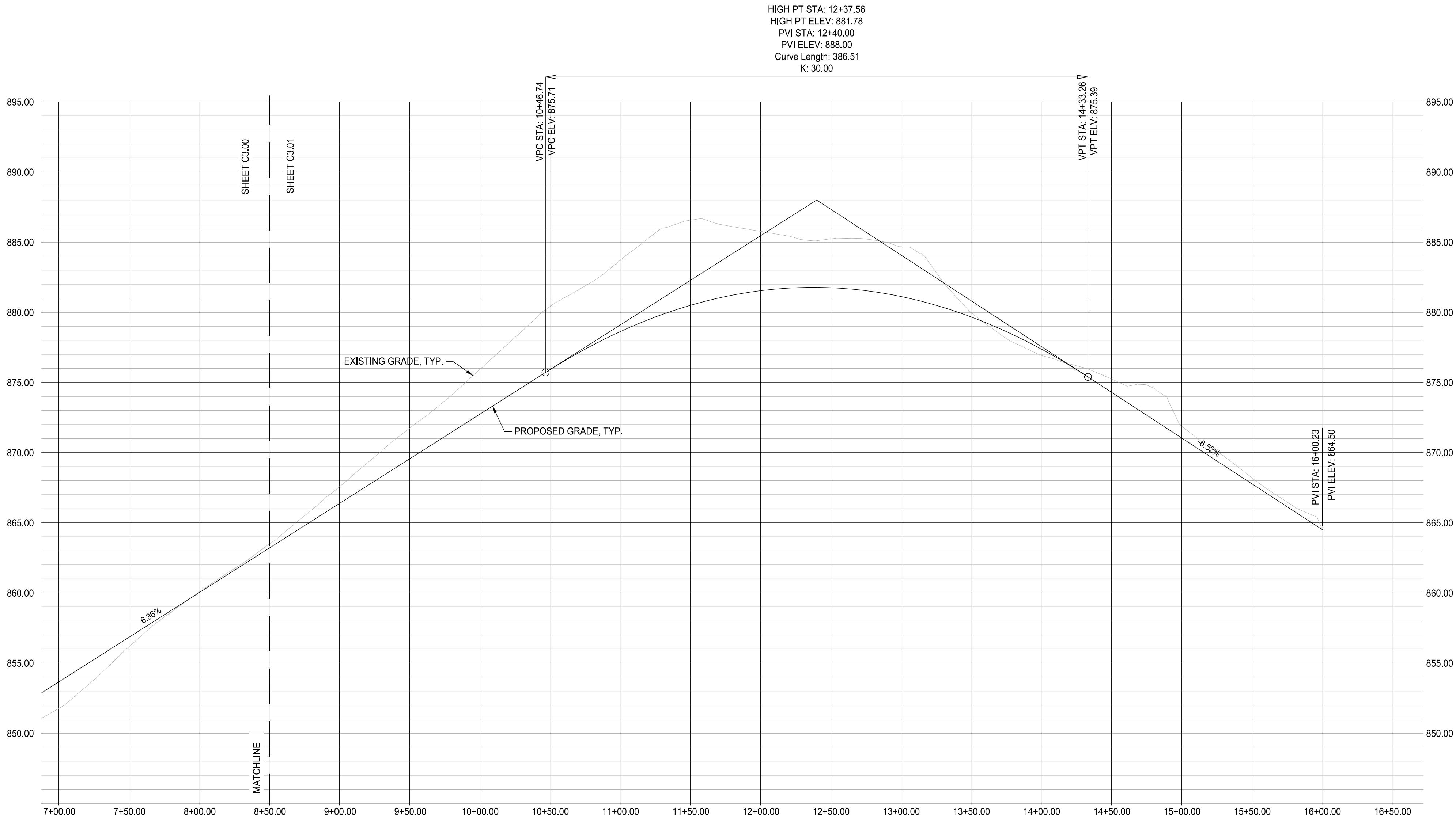
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PROFILE VIEW OF BORROW LANE



LOSE DESIGN  
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ALLEN PROPERTY  
OSRD ZONING

TURNBERRY HOMES

BRENTWOOD

SUBMITTALS / REVISIONS

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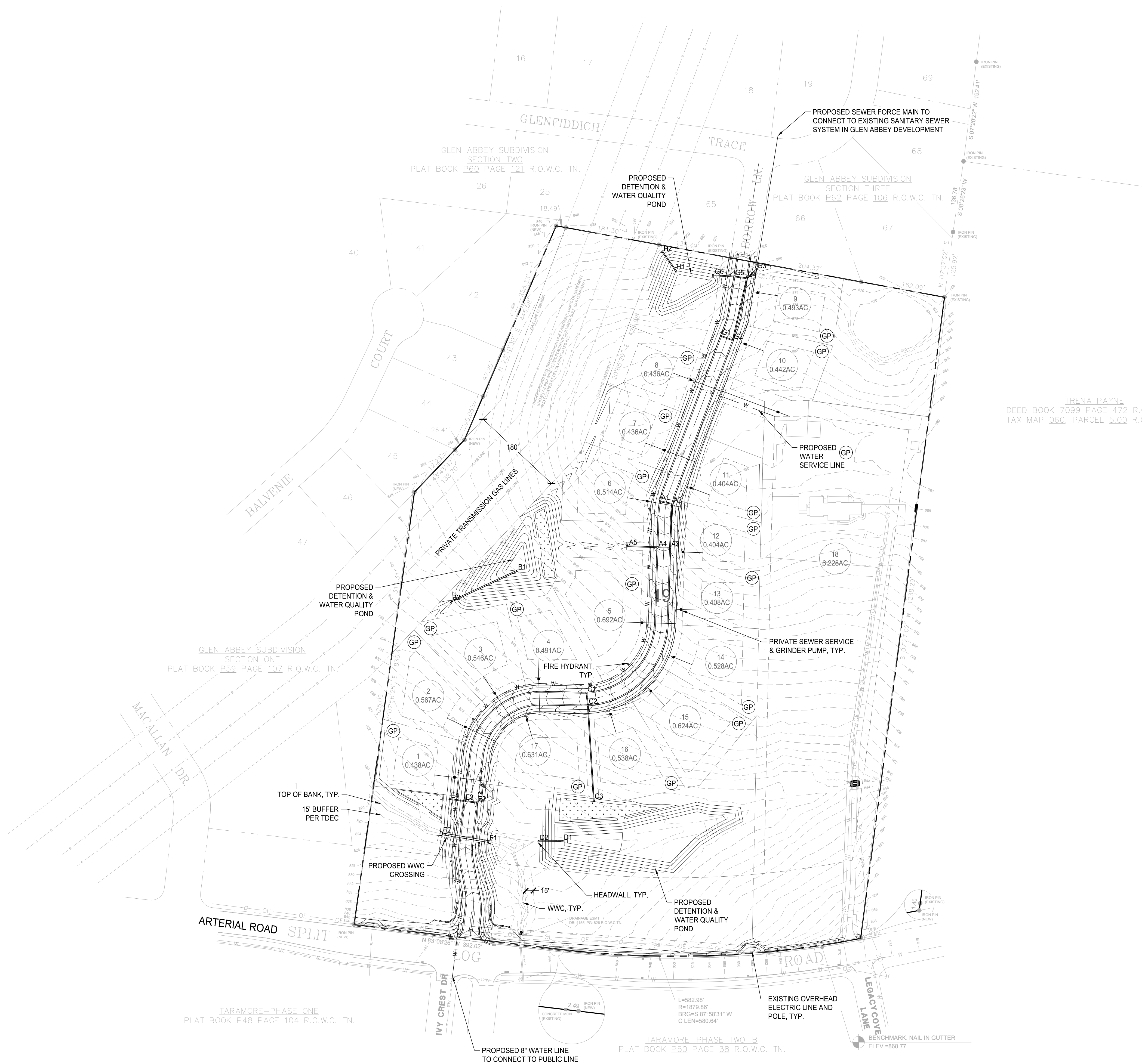
ROAD PLAN & PROFILE SERIES

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SANITARY SEWER NOTES:

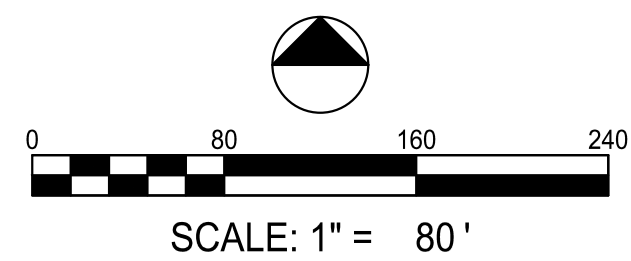
- ALL WASTEWATER PIPE CONSTRUCTION MUST CONFORM TO ALL REGULATED CITY UTILITIES DEPT. SEWER STANDARDS AND SPECIFICATIONS.
- CONSTRUCTION PERMIT AND A MANDATORY PRE-CONSTRUCTION CONFERENCE, WITH INSPECTOR BY APPOINTMENT ONLY, ARE REQUIRED PRIOR TO ANY SEWER WORK.
- COMPACTION OF THE BACKFILL OF ALL TRENCHES SHALL BE COMPACTED TO THE DENSITY OF 96% OF THE THEORETICAL MAXIMUM DENSITY. BACKFILL MATERIAL SHALL BE FREE FROM ROOTS, STUMPS OR OTHER FOREIGN DEBRIS AND SHALL BE PLACED AT OR NEAR OPTIMUM MOISTURE. CORRECTION OF ANY TRENCH SETTLEMENT WITHIN A YEAR FROM DATE OF APPROVAL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR TO FIELD VERIFY LOCATION AND INVERT ELEVATIONS OF WASTEWATER PIPE FOR CONNECTION TO EXISTING WASTEWATER SYSTEMS.
- FOR ALL CONSTRUCTION ALONG AND/OR ACROSS WATERWAYS, BANK STABILIZATION AND PROTECTION SHALL BE REQUIRED AS PER EROSION CONTROL REQUIREMENTS AND THE LAWS OF CITY OF BRENTWOOD AND THE STATE OF TENNESSEE.
- ALL PROPOSED SANITARY SEWER PIPING IS TO BE INSTALLED AT A MINIMUM SLOPE OF 1.0%, UNLESS OTHERWISE STATED (SEE SANITARY SEWER PROFILES FOR ADDITIONAL INFORMATION).
- SEWERS SHOULD BE LAID AT LEAST 10' HORIZONTALLY AND 18" VERTICALLY FROM ANY EXISTING OR PROPOSED WATER MAIN WITH THE WATER MAIN ABOVE THE SEWER PIPE. SEWERS CROSSING WATER MAINS SHALL BE ARRANGED SO THAT THE SEWER THE SEWER JOINTS WILL BE EQUAL DISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS. WHERE A WATER MAIN CROSSES UNDER A SEWER, EITHER THE WATER MAIN OR THE SEWER SHOULD BE DUCTILE IRON OR SHALL BE ENCASED IN DUCTILE IRON OR CONCRETE FOR A MINIMUM OF ONE FULL JOINT LENGTH ON EACH SIDE OF THE CROSSING.
- ALL SANITARY SEWER FORCE MAIN LESS THAN 4" SHALL BE PVC SDR 21.
- ALL SANITARY SEWER FORCE MAIN FROM 4" TO 12" SHALL BE DR 25, C900 PVC, GREEN IN COLOR.

WATER NOTES:

- ALL CONSTRUCTION METHODS AND MATERIALS USED IN THE WATER SYSTEM MUST COMPLY IN ALL REGULATED CITY OF BRENTWOOD PUBLIC UTILITIES DEPT. STANDARDS, SPECIFICATIONS AND INSPECTION REQUIREMENTS.
- THRUST BLOCKS TO BE USED AT ALL BENDS, PLUGS, AND TEES ON LINES 4" AND LARGER.
- FIRE HYDRANTS SHOWN IN THE RADIUS OF A CURVE SHALL BE FIELD ADJUSTED SO THAT THE ACTUAL INSTALLATION OF FIRE HYDRANTS WILL BE A MIN. OF 3' OUTSIDE IF CURVE RADIUS.
- ANY CHANGES TO THE WATER DRAWINGS MUST BE APPROVED BY THE REGULATED CITY OF BRENTWOOD UTILITIES DEPARTMENT.
- ALL FIRE HYDRANTS SHALL BE "MUELLER SUPER CENTURION 250 A-423" AND MUST MEET THE SPECIFICATIONS OF THE REGULATED CITY OF BRENTWOOD UTILITIES DEPARTMENT.
- ALL WATER SERVICE LINES SHALL BE EQUIPPED WITH BACKFLOW PREVENTION DEVICES.

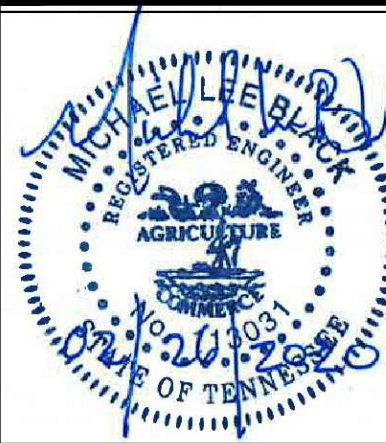
LEGEND:

GP - DENOTES GRINDER PUMP LOT



**LOSE**  
**DESIGN**  
SPACES FOR LIFE.

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TN

ALLEN PROPERTY  
OSRD ZONING

TURNBERRY HOMES

BRENTWOOD

SUBMITTALS / REVISIONS

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SHEET TITLE

UTILITY LAYOUT PLAN

|                      |                    |
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| PROJECT NO.<br>19182 | DATE<br>02/26/2020 |
| DRAWN BY<br>BB       | SCALE<br>1" = 100' |
| CHECKED BY<br>MB     |                    |
| SHEET NO.            |                    |

C5.00



THIS INSTRUMENT PREPARED BY:  
JOHN T. COOK, ESQ.  
2927 Berry Hill Drive  
Nashville, TN 37204

**RESTRICTIVE COVENANT**  
(Kendall Keller Allen and Mary Jo Allen Property)

WHEREAS, the undersigned, KENDALL KELLER ALLEN and wife, MARY JO ALLEN (collectively "Allen" or the "Allens") are the owners of a tract of land consisting of 27.995 acres, more or less, as more particularly described on the attached Exhibit "A" (the "Development Parcel"); and,

WHEREAS, TURNBERRY HOMES, LLC, a Tennessee limited liability company (hereinafter "Turnberry"), with the consent and participation of the Allens, has applied to the City of Brentwood, Tennessee (the "City") for approval of OSRD zoning and approval of the subdivision of the Development Parcel so that the Development Parcel may be subdivided into 18 residential lots or building sites (each a "Lot" and collectively the "Lots"); and

WHEREAS, Turnberry and the Allens (collectively the "Declarants") contemplate that the Allens will sell and convey the entire Development Parcel to Turnberry at a point in time which follows after the approval of the OSRD zoning, but prior to the approval and recording of the future subdivision plat (the "Plat"); and

WHEREAS, the Declarants have agreed that, at such time as the Plat is approved and recorded, Turnberry shall then reconvey back to the Allens the presently existing residential structure (the "House") in which the Allens live, together with the Lot on which the House is located (the "Allen Residence Lot"), the anticipated shape, size and configuration of the Allen Residence Lot being stated and/or described on the attached Exhibit "B", provided that the final and permanent shape, size and configuration of the Allen Residence Lot will be as established on the final recorded Plat; and

WHEREAS, the City and the Declarants have agreed that it is and shall be a precondition to the final approval of the OSRD rezoning and the recording of the final Plat that the Allen Residence Lot be restricted to provide that the Allen Residence Lot shall not be further subdivided after such time as the Plat is actually recorded; and

WHEREAS, the Declarants desire to execute and publish this Restrictive Covenant, which shall be effective when and if, and only when and if, the final Plat is approved and recorded (hereinafter the "Activating Event") in a manner which is acceptable to the Declarants; and

WHEREAS, the Declarants hereby declare and publish this Restrictive Covenant to run with the land as contemplated above.

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits to be derived by the present and future owners of the Development Parcel or any part thereof, in consideration of the Declarants' desire to preserve and protect the residential property or properties being developed on the Development Parcel, and in recognition that the Development Parcel would not be of sufficient size to qualify for OSRD rezoning without inclusion of the acreage of the Allen Residence Lot as part of the Development Parcel, Declarants hereby subject the Allen Residence Lot, as the same is to be shown on

the final Plat, to the following restrictive covenants, it being intended that they shall be construed as covenants running with the land binding upon all parties now having or hereafter acquiring any right, title or interest in the Allen Residence Lot, the Development Parcel, or any part, subdivision or resubdivision thereof.

1. The Allen Residence Lot is hereby, but effective as of the Activating Event, restricted to provide that the Allen Residence Lot shall never be subdivided.

2. The restrictions and covenants contained herein, from and after the occurrence of the Activating Event, shall run with the Allen Residence Lot described above and shall be binding on and inure to the benefit of the Declarants and their representatives, heirs, successors, and assigns. The restrictions and covenants contained herein shall be enforceable by any one or all of the Declarants, either acting alone, or by the City, and/or by any owner of any property or Lot established or created within the Development Parcel (including all future phases or sections), and their respective heirs, representatives, successors, and assigns.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kendall Keller Allen

\_\_\_\_\_  
Mary Jo Allen

TURNBERRY HOMES, L.L.C.  
a Tennessee limited liability company

By: \_\_\_\_\_  
Nicky Wells, President of Land Development



STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Kendall Keller Allen and Mary Jo Allen, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Nicky Wells, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged himself to be the President of Land Development of Turnberry Homes, L.L.C., the within named bargainor, a Tennessee limited liability company, and that he, as such President of Land Development, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President of Land Development.

Witness my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

RESTRICT2.250

Exhibit A

Property Description – Development Parcel

Kendall Keller Allen and Mary Jo Allen Property  
Parcel 35.03, Tax Map 55 Register's Office for Williamson County, TN

A tract of land located in the City of Brentwood, Williamson County, Tennessee of record in Deed Book 5772, Page 450 R.O.W.C, TN., and more specifically described as follows:

Beginning at an iron pin (new) being the southwest corner of subject tract and in the northern Right-of-Way of Split Log Road, said iron pin being a common corner with the Glen Abbey Subdivision, Section One of record in Plat Book P59, Page 107, Register's Office for Williamson County, Tennessee; thence,

Leaving said Right-of-Way and, with the common line of the Glen Abbey Subdivision, North 07° 56' 25" East a distance of 836.41 feet to an iron pin (new), said iron pin being located in the rear property line of Lot 45 of the Glen Abbey Subdivision, Section One of record in Plat Book P59, Page 107 said Register's Office; thence,

With the rear property line of the said Lot 45, North 43° 43' 47" East, a distance of 138.70 feet to an iron pin (new) in the rear property line of Lot 44 of the Glen Abbey Subdivision, Section One of record in Plat Book P59, Page 107, said Register's Office; thence,

Continuing with said common line with Glen Abbey Subdivision along rear property line of Lots 44, 43 and 42 North 23° 10' 30" East a distance of 445.58 feet to an iron pin (new), said iron pin being a common corner in the rear property line of Lot 42 of the Glen Abbey Subdivision, Section One and Lot 25 of Glen Abbey, Section Two of record in Plat Book P60, Page 121, said Register's Office; thence,

Continuing with the common property line of the Glen Abbey Subdivision, Section Two and Section Three of record in Plat Book P62, Page 106, said Register's Office along the rear lot lines of Lots 25, 65, 66 and 67 South 79° 34' 45" East a distance of 755.76 feet to an iron pin (existing), said existing iron pin being a common corner of Kendall Keller Allen and Mary Jo Allen of record in Deed Book 5772, Page 450, said Register's Office, Lot 67 of the Glen Abbey Subdivision, Section Three and the Trena Payne Property of record in Deed Book 7099, Page 472, said Register's Office; thence,

With the common line of the Trena Payne Property, South 07° 27' 02" West, a distance of 1,238.29 feet to an iron pin (new), passing through an existing iron pin at 1,236.89 feet, said iron pin (new) being in the northern Right-of- Way of Split Log Road; thence,

With said Right-of-Way with a curve to the right having an arc length of 582.98 feet, a radius of 1,879.86 feet, a chord length of 580.64 feet and a chord bearing of South 87° 58' 31" West, to an iron pin (new); thence,

Continuing with said Right-of-Way North  $83^{\circ} 08' 26''$  West, a distance of 392.02 feet, and passing through an existing concrete monument at 2.49 feet, to the point of beginning and containing 1,219,445 square feet or 27.995 acres more or less.

The above-described tract of land is subjected to all easements of record.

This property description was prepared by Tori D. Cassidy Tennessee Registered Land Surveyor No. 2467 in accordance with the Boundary Survey prepared by Delta Associates, Inc., dated October 01, 2019.



Exhibit B

Property Description – Allen Residence Lot

Kendall Keller Allen and Mary Jo Allen Property  
Part of Parcel 35:03, Tax Map 55 Register's Office for Williamson County, TN

***[Insert Preliminary Description]***

**REQUEST FOR WATER AND/OR SEWER AVAILABILITY  
APPLICATION FORM**

Parties desiring to connect to the City of Brentwood's water and/or sewer system are required to apply for availability. Requesting water and/or sewer availability is the first step in the development/building process and should be requested as early as possible to assure capacity is available for the planned project.

|                                                                      |                                            |                  |                     |
|----------------------------------------------------------------------|--------------------------------------------|------------------|---------------------|
| Date of Request: 01-23-2020                                          |                                            |                  |                     |
| <b><u>Owner Information</u></b>                                      |                                            |                  |                     |
| Owners Name:                                                         | KENDALL ALLEN                              | Company Name:    | N / A               |
| Address:                                                             | 9520 SPLIT LOG ROAD                        |                  |                     |
| Phone:                                                               | 615 - 887 - 0574                           | Email:           | KEN.ALLEN@LIVE.COM  |
| <b><u>Owner's Representative If Applicable (i.e. consultant)</u></b> |                                            |                  |                     |
| Name:                                                                | BRETT BEELER                               | Company Name:    | LOSE DESIGN         |
| Address:                                                             | 2809 FOSTER AVENUE NASHVILLE, TN 37210     |                  |                     |
| Phone:                                                               | 615 - 242 - 0040                           | Email:           | bbeeler@lose.design |
| <b><u>Project Information</u></b>                                    |                                            |                  |                     |
| Project Name or Description:                                         | Allen Property                             | Project Acreage: | 27.99±              |
| Project Address, Map & Parcel No.:                                   | 9520 SPLIT LOG ROAD<br>BRENTWOOD, TN 37027 |                  |                     |
| Current/Proposed Zoning                                              | CURRENT: R-2   PROPOSED: OSRD              |                  |                     |
| Typical Heated Living Space (sq. ft):<br>(If Residential)            | ~4,000 s.f.                                |                  |                     |

|                                                                                                             |                       |                  |
|-------------------------------------------------------------------------------------------------------------|-----------------------|------------------|
| <b><u>WATER INFORMATION:</u></b><br>(Meter/service line design shall follow AWWA Manual 22, latest edition) |                       |                  |
| <b>--- Residential ---</b>                                                                                  |                       |                  |
| Typical Residence:<br>(Avg. day / Inst. Peak)                                                               | Domestic - 310 / 1240 | Irrigation - N/A |
| Project Common space:<br>(Avg. day / Inst. Peak)                                                            | Irrigation: N/A       |                  |

17 lots used for water sales due to 1 existing connection for the 6 acre tract.

| WATER INFORMATION (cont.)                                                    |                               |                                          |          |
|------------------------------------------------------------------------------|-------------------------------|------------------------------------------|----------|
| Typical Residence, Total Flow Range<br>(Min.- Max., gpm):                    | 20 - 30 gpm                   | Requested Meter size for Typ. Residence: | 3/4" min |
| Total Projected Flow for Project<br>(Avg. Day / Inst. Peak)                  | 5,270 / 21,080                | peak factor of 4 used                    |          |
| --- Nonresidential ---                                                       |                               |                                          |          |
| Service Classification:<br>(i.e. Office, Restaurant, Church, Car wash, etc.) | N/A                           |                                          |          |
| Domestic Flow:<br>(Avg. Day / Inst. Peak)                                    | N/A                           | Site Irrigation<br>(Avg. Day / Peak)     | N/A      |
| Fire Line Required:<br>Y / N                                                 | Fire Flow:<br>(Peak/Duration) | N/A                                      |          |

| SEWER INFORMATION:                                                           |                                        |                                                |         |
|------------------------------------------------------------------------------|----------------------------------------|------------------------------------------------|---------|
| --- Residential ---                                                          |                                        |                                                |         |
| Typical Residence:<br>(Avg. day)                                             | 310 gpd<br>(WSD design std.)           | No. Of Planned Units:                          | 18 lots |
| Total Projected Flow for Project<br>(Avg. Day / Inst. Peak)                  | 5580 / 22,320<br>peak factor of 4 used |                                                |         |
| --- Nonresidential ---                                                       |                                        |                                                |         |
| Service Classification:<br>(i.e. Office, Restaurant, Church, Car wash, etc.) | N/A                                    | No. of Units<br>(See Design Criteria Attached) | N/A     |
| Food Service Proposed:<br>(i.e. cafeteria, deli counter, etc.)               | Yes or No                              | If yes, briefly describe:                      |         |
| Domestic Flow:<br>(Avg. Day / Inst. Peak)                                    | N/A                                    |                                                |         |
| Total Requested Flow:                                                        | N/A                                    |                                                |         |

Please attach design flow calculations for water and sewer projections and project site plan (if applicable), including utility plan with your application. Applications should be submitted to the Water Services Department, PO Box 788, Brentwood, TN 37024-0788, miltonc@brentwood-tn.org.

City of Brentwood  
Planning and Codes Department  
5211 Maryland Way (37027)  
P.O. Box 788  
Brentwood, TN 37024-0788

Office (615) 371-2204

Fax (615) 371-2233

www.brentwoodtn.gov/planning



**APPLICATION FOR**  
**◆ REQUEST FOR ZONING CHANGE ◆**

**1.) GENERAL INFORMATION:**

Project Name: Allen Property  
Project Location (address): 9520 Split Log Road  
Map / Group / Parcel #: 055 03503

(obtain this information from the Williamson County Property Assessor's data. If more than one parcel, attach a separate sheet listing tax map information for each parcel)

Current Zoning: R-2  
Requested Change: OSRD  
Area of Property (acres): 27.99±

Property Description: Attach a current description of the affected property's location, boundaries and size, in sufficient detail and accuracy, as determined by the Planning Director, so as to clearly delineate the area to be rezoned.

**2.) APPLICANT INFORMATION:**

Name: Turnberry Homes  
Company: Nicky Wells  
Mailing Address: 210 Jamesham Park Dr.  
City/State/Zip Code: 37027  
Phone Number: (615) 376.7001 Fax Number: (615) 376.6036  
Email Address: nicky.wells@turnberryhomes.com

Signature of Owner:  
Authorized Representative: [Signature]  
Print Name: Nicky Wells

**3.) OWNER INFORMATION:**

Name: KENDALL K. ALLEN  
Company: \_\_\_\_\_  
Mailing Address: 9520 SPLIT LOG RD  
City/State/Zip Code: BRENTWOOD, TN 37027  
Phone Number: (615) 887-0574 Fax Number: ( ) \_\_\_\_\_  
Email Address: KEN.ALLEN@LIVE.COM

Owner's Signature: [Signature]  
Print Name: KENDALL K ALLEN



This application shall be signed by all owners of the property, provided that if any interest in the affected property is owned by a corporate entity, limited partnership, governmental entity or nonprofit organization, such form shall be signed by a duly authorized official of such owner.

**4.) REVIEW FEES:**

The Brentwood Board of Commissioners has adopted the following sliding schedule of application fees for a zoning district change, effective March 7, 2005:

- Less than twenty-five (25) acres - \$1,000.00
- Twenty-five (25) acres but less than fifty (50) acres - \$2,000.00
- Fifty (50) acres but less than one hundred (100) acres - \$3,000.00
- One hundred (100) acres but less than two hundred (200) acres - \$4,000.00
- Two hundred (200) acres or greater - \$5,000.00

**FOR STAFF USE ONLY:**

FEE SUBMITTED: \$ 2,000.00 RECEIPT #: ARS3122 PROJECT NUMBER: Zon1912-001

**5.) INFORMATION REQUIRED AS PART OF THE INITIAL SUBMITTAL:**

- Three (3) complete paper sets and one (1) complete set on CD disc of the proposed development plan(s);
- Completed, signed request for zone change application;
- The applicable review fee;
- Written authorization from the current property owner;
- A current property description;
- A vicinity map showing the parcel configuration in an area 250 feet surrounding the subject property.
- Digital files in .jpg format on CD-ROM for use as part of the presentation to the Board of Commissioners.

**6.) IMPORTANT ADDITIONAL INFORMATION:**

All information as required by applicable sections of the Brentwood Municipal Code and this application shall be included as part of the initial original submittal package. Failure to include a complete review package may result in the delay of the rezoning application.

The Board of Commissioners has established a policy that all requests for rezoning will be heard on first reading at the first regularly scheduled meeting of the month. The Board of Commissioners meets on the second and fourth Monday of the month. There are several exceptions, please see the adopted schedule, located on-line at [www.brentwood-tn.org](http://www.brentwood-tn.org).

Written notification shall be sent to all adjacent property owners within 1000 feet of the subject property. These notifications shall be sent via certified mail, return receipt requested. A listing, sorted alphabetically, of all property owners notified and green Return Receipt cards shall be forwarded to staff for inclusion in the city rezoning file.

**City of Brentwood Municipal Code Section 78-87**  
**Procedure for Zoning District Change.**

- (a) *Contents of rezoning request.* Any request for a zoning district change shall be submitted to the planning director and shall include the following:
- (1) A completed request for rezoning form, which must be signed by all owners of the property, provided that if any interest in the affected property is owned by a corporate entity, limited partnership, governmental entity or nonprofit organization, such form shall be signed by a duly authorized official of such owner. The planning director shall prescribe the format of such form.
  - (2) A current description of the affected property's location, boundaries and size, in sufficient detail and accuracy as determined by the planning director so as to clearly delineate the area to be rezoned.
  - (3) Map and information regarding the physical characteristics of the surrounding area within at least 250 feet of the development.
  - (4) A statement of the nature of the landowner's interest in any proposed development of the land and a written statement of concurrence from all parties having a beneficial interest in the affected property.
  - (5) An application fee, based on the total acreage proposed for rezoning, as set forth below:
    - a. less than 25 acres - \$1,000.00.
    - b.** at least 25 acres but less than 50 acres - \$2,000.00.
    - c. at least 50 acres but less than 100 acres - \$3,000.00.
    - d. at least 100 acres but less than 200 acres - \$4,000.00.
    - e. 200 acres or greater - \$5,000.00.

(b) *Community meeting.* The parties requesting the zoning district change shall hold a community meeting to present the particulars of the proposed rezoning, including the details of any associated development plans. The community meeting shall be held at the city's public library or municipal center, or, with the planning director's approval, at a service/institution facility with indoor meeting rooms that is located near the affected property proposed for rezoning. This meeting shall take place prior to the planning commission meeting at which the rezoning is to be considered.

(c) *Written notification to affected property owners.* The parties requesting the zoning district change shall make a reasonable effort to notify all property owners within 1,000 feet of the boundaries of the property proposed for rezoning at least ten days prior to the community meeting. The notification boundary area shall be determined by the planning director or his designee. Notification shall be satisfied by the parties through evidence of delivery confirmation or proof of delivery attempt to the property owner by the U.S. Postal Service. The property owners data base used for notification shall be the latest certified tax year information available through the Williamson County Property Assessor's Office. Said notification shall include notice of the community meeting, as well as notice of the scheduled meetings of the planning commission and the board of commissioners at which the rezoning is to be considered.

(d) *Signs.* The parties requesting the zoning district change shall post official city rezoning signs on each street frontage of the property stating the current zoning, the requested zoning change, and dates of the community meeting and public hearing. Such signs shall be located five feet from the street right-of-way or 15 feet from the edge of the pavement, and shall be a minimum of four square feet in size, with no element higher than six feet from grade. To ensure proper visibility, the planning and codes department shall inspect and approve the location of the sign. Such signs shall be secured with a deposit of \$150.00 per sign, shall be erected a minimum of 15 days prior to the required community meeting, and shall be returned within five days following the public hearing before the board of commissioners.

(e) *Agenda scheduling.* No request for a zoning district change shall be considered by the board of commissioners until the request is deemed complete by the planning director. When an application for a zoning district change is complete, consideration of the change shall be scheduled on the agenda of the board of commissioners for first reading, provided that first reading shall be scheduled for the first meeting of any given month to allow for timely scheduling of the required community meeting. If a request for a zoning district change is deemed incomplete by the planning director, he shall notify the parties making the request of the need for additional information. Such notification shall be sent by the planning director within ten days of the submittal of an original request or amended request. Until deemed complete by the planning director, a request shall be held in abeyance and not submitted to the board of commissioners for consideration.

(f) *Timetable for consideration and approval.*

- (1) After a rezoning ordinance has been officially placed on the board of commissioners agenda for consideration on first reading, the applicant shall be allowed a maximum of 120 days from that meeting date to complete the rezoning process.
- (2) After the zoning district change is officially placed on the agenda, the applicant may obtain, at any time, a deferral of consideration by the board of commissioners and/or planning commission. However, if the deferral(s) initiated by the applicant result in the rezoning process exceeding 120 days, the rezoning ordinance shall be deemed void.
- (3) If the rezoning ordinance is deemed void, any further request for a rezoning district change shall require the applicant to submit a new application for consideration on first reading, based on the latest procedural requirements and technical standards in the zoning ordinance.
- (4) The 120-day time limitation established herein shall not apply to any deferrals of consideration resulting from formal action by the board of commissioners or planning commission. If any such actions occur, the 120 day period shall be extended by the number of days during which consideration is deferred by the action of either board.
- (g) *Re-submittals.* A submittal of a request for a zoning district change for any property for which a rezoning was previously disapproved by the board of commissioners or voided due to deferrals shall not be accepted by the planning director for a period of six months following the last action of the board of commissioners or the date the request became void. However, the board of commissioners may, by majority vote, direct the planning director to reinitiate a rezoning ordinance at any time under the procedures set forth herein.

(h) *Correction of errors.* In the event a minor error, as defined in this subsection, is discovered in the description of the location, boundaries or size of property which has been rezoned pursuant to this section, a corrected description may be substituted with the approval of the planning director. The corrected description shall thereafter serve as the basis for delineating the area which has been rezoned. An error shall be considered a “minor error” if the erroneous description and the corrected description differ by no more than one acre in total area, and any minimum amount of land required under the applicable zoning district is maintained. An error other than a minor error, as defined herein, shall require such corrective action by the board of commissioners and planning commission as deemed necessary by the city attorney.

**Sec. 78-88. Planning commission review.**

No amendment to this chapter, nor any zoning district change shall become effective unless the amendment is first submitted to the planning commission for its recommendations regarding approval or disapproval. If the planning commission recommends disapproval of an amendment, it shall require a favorable vote of the majority of the entire membership of the board of commissioners to become effective. If the planning commission does not provide a recommendation on the proposed amendment within 35 days after passage on first reading by the board of commissioners, the absence of action shall be considered as a recommendation for approval of the proposed amendment; provided, however, that a party requesting a zoning district change may waive this provision and consent to an extension of time for the planning commission's recommendation.





December 20<sup>th</sup>, 2019

Mr. Jeff Dobson  
CITY OF BRENTWOOD PLANNING DEPARTMENT  
5211 Maryland Way  
Brentwood, TN 37024

RE: The Allen Property Open Space Residential Development  
Request for Zoning Change

Dear Mr. Dobson:

On behalf of Turnberry Homes, please find attached **eight (8) copies and one (1) digital CD** of the Open Space Residential Development Preliminary Plans for the Request for Zoning Change of the Allen Property. This project consists of one parcel totaling **27.99± acres** located on Split Log Road.

1. Parcel 35.03, owned by Kendall Allen and Mary Jo Allen, is approximately 27.99± acres, and is currently zoned R-2. The entirety of Parcel 35.03 is requested to be rezoned as part of the overall development for the Allen Property.

Lose Design would like to request that this parcel be re-zoned to OSRD and tentatively scheduled for the City of Brentwood City Commission meeting for **January 14th, 2020**. A formal application for rezoning is attached.

Included in this submittal is the required rezoning fee of **\$2,000** for this submittal.

If you have any questions, please contact me at your convenience.

Sincerely,

LOSE Design

Michael Black  
P.E. – Vice President of Engineering

Cc: Nicky Wells, Turnberry Homes

LOSE DESIGN | 2809 FOSTER AVENUE NASHVILLE, TN 37210 | 615.242.0040

[www.lose.design](http://www.lose.design)

**CITY OF BRENTWOOD  
TENNESSEE****RECEIPT**

Number: PRJ3122

**Project Number**     **ZON1912-001**  
**Address**             **9520 SPLIT LOG RD**  
**Applicant**           **Turnberry Homes**  
**Owner**               **ALLEN, KENDALL**  
**Project Description** **REZONING -- REMAINDER OF ALLEN P**

**FEES PAID**

---

|                               |           |            |
|-------------------------------|-----------|------------|
| 2005 REZONING FEES >25 <50 AC | 110-32820 | \$2,000.00 |
|-------------------------------|-----------|------------|

---

|                        |                   |
|------------------------|-------------------|
| <b>TOTAL FEES PAID</b> | <b>\$2,000.00</b> |
|------------------------|-------------------|

DATE PAID: 12/20/2019

PAID BY: Lose Design

PAYMENT METHOD: CHECK 17387

# LETTER OF TRANSMITTAL

**Ship To:** Brentwood Planning Department  
5211 Maryland Way, Brentwood, TN  
37027

**Re:** Allen Property Rezoning Request &  
Preliminary Plans

**Phone:** (615) 371 - 2204

**Date:** 12/20/2019

**Job #:** 19182

| COPIES | DATE       | DESCRIPTION                                   | FOR YOUR USE | AS REQUESTED | FOR REVIEW & COMMENT |
|--------|------------|-----------------------------------------------|--------------|--------------|----------------------|
| 1      | 12/20/2019 | Letter to Jeff Dobson                         | X            |              |                      |
| 1      | 12/20/2019 | Request for Zoning Change Application         |              |              | X                    |
| 8      | 12/20/2019 | (8x) Proposed Development Plans – 24x36 Plans |              |              | X                    |
| 1      | 12/20/2019 | (1x) CD – Proposed Development Plans          |              |              | X                    |
| 1      | 12/20/2019 | Check - \$2,000 – Review Fee                  |              | X            |                      |
|        |            |                                               |              |              |                      |
|        |            |                                               |              |              |                      |
|        |            |                                               |              |              |                      |
|        |            |                                               |              |              |                      |

Remarks:

*Please contact the office at (615) 242-0040 with any questions or concerns.*

From: Brett Beeler, E.I.T.



# LETTER OF TRANSMITTAL

**Ship To:** Brentwood Planning Department  
5211 Maryland Way, Brentwood, TN  
37027

**Re:** Allen Property Rezoning Request &  
Preliminary Plans

**Phone:** (615) 371 - 2204

**Date:** 01/03/2020

**Job #:** 19182

| COPIES   | DATE       | DESCRIPTION                            | FOR YOUR USE | AS REQUESTED | FOR REVIEW &<br>COMMENT |
|----------|------------|----------------------------------------|--------------|--------------|-------------------------|
| 3        | 01/03/2020 | R-2 Zoning Exhibit – 24x36 Plans       |              |              | X                       |
| 3        | 01/03/2020 | (3x) Preliminary Plans – 24x36 Plans   |              |              | X                       |
| 1        | 01/03/2020 | (1x) Preliminary Plans – Electronic CD |              |              | X                       |
|          |            |                                        |              |              |                         |
|          |            |                                        |              |              |                         |
|          |            |                                        |              |              |                         |
|          |            |                                        |              |              |                         |
|          |            |                                        |              |              |                         |
|          |            |                                        |              |              |                         |
| Remarks: |            |                                        |              |              |                         |

*Please contact the office at (615) 242-0040 with any questions or concerns.*

From: Brett Beeler, E.I.T.



Property Description

Kendall Keller Allen and Mary Jo Allen Property

Property Parcel 35:03, Tax Map 55 R.O.W.C., TN.

A tract of land located in the City of Brentwood, Williamson County, Tennessee of record in Deed Book 5772, Page 450 R.O.W.C, TN., and more specifically described as follows;

Beginning at an iron pin (new) being the southwest corner of subject tract and in the northern Right-of-Way of Split Log Road, said iron pin being a common corner with the Glen Abbey Subdivision, Section One of record in Plat Book P59, Page 107 R.O.W.C., TN., Thence;

Leaving said Right-of-Way and with the common line of the North 07° 56' 25" East, a distance of 836.41 feet to an iron pin (new). Said iron pin being located in the rear property line of Lot 45 of the Glen Abbey Subdivision, Section One of record in Plat Book P59, Page 107 R.O.W.C., TN., Thence;

With the rear property of Lot 45 North 43° 43' 47" East, a distance of 138.70 feet to an iron pin (new) in the rear property line of Lot 44 of the Glen Abbey Subdivision, Section One of record in Plat Book P59, Page 107 R.O.W.C., TN., Thence;

Continuing with said common line a long rear property line of Lots 44, 43 and 42 North 23° 10' 30" East a distance of 445.58 feet to an iron pin (new). Said iron pin being a common corner in the rear property line of Lot 42 of the Glen Abbey Subdivision, Section One and Lot 25 of Glen Abbey Section Two of record in Plat Book P60, Page 121 R.O.W.C., TN., Thence;

Continuing with the common property line of the Glen Abbey Subdivision, Section Two and Section Three of record in Plat Book P62, Page 106 a long the rear lot lines of Lots 25, 65, 66 and 67 South 79° 34' 45" East a distance of 755.76 feet to an iron pin (existing). Said existing iron pin being a common corner of Kendall Keller Allen and Mary Jo Allen of Record in Deed Book 5772, Page 450 R.O.W.C, TN., lot 67 of the Glen Abbey Subdivision, Section Three and the Trena Payne Property of record in Deed Book 7099, Page 472 R.O.W.C. TN., Thence;

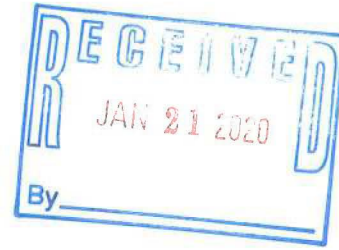
With the common line of the Trena Payne Property South 07° 27' 02" West, a distance of 1,238.29 feet to an iron pin (new) passing through an Existing iron pin at 1,236.89 feet. Said iron pin (new) being in the northern Right-of-Way of Split Log Road, Thence;

With said Right-of-Way with a curve to the right having an arc length of 582.98 feet, a radius of 1,879.86 feet, a chord length of 580.64 feet and a chord bearing of South 87° 58' 31" West, to an iron pin (new), Thence;

Continuing with said Right-of-Way North 83° 08' 26" West, a distance of 392.02 feet and passing through an existing concrete monument at 2.49 feet, to the point of beginning and containing 1,219,445 sq. ft. or 27,995 acres more or less.

The above-described tract of land is subjected to all easements of record.

This property description was prepared by Tori D. Cassidy RLS #2467 in accordance with the Boundary Survey prepared by Delta Associates, Inc., dated October 01, 2019.



# LETTER OF TRANSMITTAL

**Ship To:** Brentwood Planning Department  
5211 Maryland Way, Brentwood, TN  
37027

**Re:** Allen Property Rezoning Request &  
Preliminary Plans (Resubmittal)

**Phone:** (615) 371 - 2204

**Date:** 01/21/2020

**Job #:** 19182

| COPIES   | DATE       | DESCRIPTION                            | FOR YOUR USE | AS REQUESTED | FOR REVIEW & COMMENT |
|----------|------------|----------------------------------------|--------------|--------------|----------------------|
| 3        | 01/21/2020 | R-2 Zoning Exhibit – 24x36 Plans       |              |              | X                    |
| 3        | 01/21/2020 | (3x) Preliminary Plans – 24x36 Plans   |              |              | X                    |
| 1        | 01/21/2020 | (1x) Preliminary Plans – Electronic CD |              |              | X                    |
| 1        | 01/21/2020 | (1x) Comment Response Letter           | X            |              |                      |
| 1        | 01/21/2020 | (1x) Preliminary Drainage Calculations |              | X            |                      |
| 1        | 01/21/2020 | (1x) USPS Approval Letter              |              | X            |                      |
|          |            |                                        |              |              |                      |
|          |            |                                        |              |              |                      |
|          |            |                                        |              |              |                      |
| Remarks: |            |                                        |              |              |                      |

*Please contact the office at (615) 242-0040 with any questions or concerns.*

From: Brett Beeler, E.I.T.



January 21, 2020

Jeff Dobson  
Planning and Codes Director  
City of Brentwood  
5211 Maryland Way  
Brentwood, TN 37027

RE: Allen Property Preliminary Plan Resubmittal Comment Response

Jeff,

Please see the following pages for the comment responses for the Allen Property Preliminary Plan Resubmittal. The previous submittal was on January 3, 2020. All comments given were addressed. Please let us know if you have any further questions or comments.

Sincerely,

Brett Beeler, EIT



1. The open space calculations show a total of 18 lots can be achieved on this proposal. The plan shows 19. The proposal does not meet the requirements of the Code.

**Now showing 18 total lots.**

2. On the R-2 Plan -- Lots 7, 9, 10, 11, 12, 13 & 14 are encumbered by the slopes in excess of 15% and must be designated as Hillside Protection Lots. Increase their area to three acres, minimum, or remove all slopes in excess of 15% from their area.

**Lots 7, 9, and 10's slopes in excess of 15% are a byproduct of private development and not natural. I.e. basketball court, driveway, farm pond. They would not be considered Hillside Protected Lots.**

**Lots 11, 12, 13, and 14's slopes have been removed from their area and are now located in open space.**

3. On the R-2 Plan – Lot 19 does not meet the minimum area requirement for the R-2 District – 43,539.

**Lot 19 adjusted to meet the minimum area requirement**

4. Add a legend to the R-2 plan defining the various shading patterns. Also add a location map to the plan.

**Slope Legend Provided**

5. Verify that the detention areas as shown on the R-2 plan are sufficient to provide proper drainage for the lots.

**Verified. Detention areas were compared between the R-2 and the OSRD.**

6. How might the 6+ acre tract develop without a stub street connecting the property to the rest of the development? Add a stub to the property line from Borrow Lane.

**Still under consideration.**

7. Verify that the proposed street name of Borrow Lane has been approved by the Williamson County Office of Emergency Management.

**Borrow Lane was verified by the Glen Abbey Plat.**

8. Move the entrance road on Split Log Road to the east slightly to align with Ivy Crest Drive. Provide a three-lane section on Borrow Lane at the intersection. This will provide better visibility for vehicles exiting Taramore.

**Entranced adjusted to be more aligned with Ivy Crest Drive. Sidewalks tightened to back of curb as a part of this effort to minimize impacts to environmental features.**

9. Provide a location for the Cluster Box Units (CBU's), inside the subdivision as required by the USPS. Provide their approval of the location of the CBU's. This approval must be received before the plan can be presented to the Board of Commissioners for their review on First Reading.

**See revised sheet C1.00 for approved location of the CBUs. Approved Mode of Delivery Agreement with signatures is included with this resubmittal.**

10. Consider a median location at the entrance for the required CBU's with pull-off.  
**12' median now shown at the proposed entrance. CBU will be placed within the development.**

11. Show the sight distance triangles at the intersection of Split Log Road and Borrow Lane.  
**Intersection sight distance exhibit and calculations are now provided as part of the preliminary calculation report.**

12. Designate the area south of Lot 1 and 18, outside of the proposed drainage improvements in the area as a "Scenic Easement," per Section 78-186. The area should extend along the creek through the arterial road buffer. This requirement is intended to protect the stream and wetlands in the area.

**Environmental area now shaded and labelled on plans as "Scenic Easement"**

13. Designate Lot 19 as a Hillside Protection lot on the OSRD Development Plan.  
**Slopes greater than 15% above 850' in elevation are a byproduct of private development and not natural. The ~6 acre lot would not be considered a Hillside Protection Lot.**

14. Since the 6+ acre lot is included as part of the subdivision, the arterial road buffer must extend across the frontage of this lot.

**Arterial Road Buffer now extended along the frontage of Lot 19.**

15. A total of 437 plantings (existing & proposed) are required in the arterial road buffer, based on its approximate length of 970 feet along the frontage. This number includes the frontage across Lot 19. The tree calculations are based on caliper inches on the plan. The Code is based on the number of trees provided. Revise the plan to provide a table showing the number of trees existing and provided in the buffer area. Refer to Section 78-512 of the zoning ordinance. Provide additional notes on the plan indicating if the developer proposes to relocate some of the required buffer plantings to other sections of the subdivision (78-512(5)c). This data must be provided before the plan may be presented to the Boards of Commissioners on First Reading. Areas B-1 thru B-8 provide a total of 140 new plantings.

**See revised sheet L1.02. An Arterial Roadway Buffer Calculations chart has been provided detailing the total trees required and provided. A note has been added stating, "To remain consistent with the adjoining Glen Abbey, the developer proposes to relocate 70 of the required buffer plantings in the planting strip between the curb and sidewalk along the street."**

16. A total of 74 street trees are proposed.

**See revised sheet L1.01. 70 Street trees are proposed to supplement to remainder of the required Arterial Road Buffer plantings. A note has been added to sheet L1.02 stating this request.**

17. Provide additional information regarding the 6+ acre tract. Verify if Turnberry have the right of first refusal if the Allen's decide to sell.

**No right of first refusal.**

18. Verify that the area along the frontage of Split Log Road is sufficiently flat enough to install a six foot wide sidewalk and two foot wide green space in back of the curb across the frontage of the property along Split Lot Road. Show the sidewalk on the plan.

**Six foot wide sidewalk and two foot wide green space now shown along Split Log Road.**

19. Provide public utility and drainage easements (PUDE) along all lot lines.

**P.U.D.E's now provided on typical lot depiction. See Sheet C1.00.**

20. Label Split Log Road as an arterial street.

**Split Log Road now labelled an arterial street.**

21. Reprint the plan at a more usable scale – 1" = 100'. Use a larger sheet size if necessary.

**Sheets resized to be 1" = 100'.**

22. Add a street cross section to the plan

**See Detail Series C4.00 for Street cross section.**

23. Provide preliminary drainage calculations.

**Preliminary drainage calculations are now provided.**

24. Indicate if entrance features will be included as part of the development of the project. Provide details.

**See sheet C4.01 for Entrance Wall Details.**

25. As part of the review and approval of the preliminary plan, horizontal curve data and a vertical profile for Borrow Lane will need to be provided for construction plan submittal meeting City of Brentwood Subdivision Regulation requirements.

**Horizontal and Vertical information for Borrow Lane now provided. See C1.00 for horizontal and C3.00 for vertical.**



MODE OF DELIVERY AGREEMENT  
TENNESSEE DISTRICT

NAME OF PROJECT The Allen Property  
ADDRESS OF PROJECT 9520 Split Log Rd DATE \_\_\_\_\_  
POST OFFICE/ZIP CODE Brentwood 37027 PROPOSED ROUTE # \_\_\_\_\_  
This Project is: NEW CONSTRUCTION ☒ RENOVATION ☐ (If renovation, please complete conversion request)  
Estimated 1<sup>st</sup> Occupancy Date: \_\_\_\_\_ 10% Occupancy: \_\_\_\_\_ Completion: \_\_\_\_\_  
Delivery options will be explained by USPS representative (options shown in gray below).

| Type of Project           | Deliveries | Equipment-Type / #    | EQUIPMENT OPTIONS     |
|---------------------------|------------|-----------------------|-----------------------|
| Office Bldg. (___ Floors) | _____      | _____                 | CBU Type I (8 Del)    |
| Shopping Mall             | _____      | _____                 | CBU Type II (12 Del)  |
| Strip Mall                | _____      | _____                 | CBU Type III (16 Del) |
| Apts./Condos (___ Floors) | _____      | _____                 | CBU Type IV (13 Del)  |
| Townhouses                | _____      | _____                 | CBU Type V (18 Del)   |
| Single Family Homes       | <u>18</u>  | <u>(1) CBU TYPE V</u> | CBU Type VI (20 Del)  |
| Trailer Park              | _____      | _____                 | Curb line 2 or 4 post |
| Other (Specify)           | _____      | _____                 | Wall mount STD 4C     |

DEVELOPER / CONTRACTOR / OWNER RESPONSIBILITY IS AS FOLLOWS:

Location and installation of all receptacles must be approved by USPS representative

Concrete pads for CBU's are required to meet USPS specifications.

Concrete pads for CBU's are installed by: Developer ☒ other ☐

Equipment purchased by: Developer ☒ other ☐

Equipment installed by: Developer ☒ other ☐

Equipment owned/maintained by: Developer ☐ other ☐

Keys issued to residents by: Developer ☒ USPS ☐ other ☐

Locks changed by: Developer ☐ USPS ☒ other ☐

Residents of single-family homes must be informed of their ongoing responsibility for keys; box maintenance/repair, snow removal, etc.

Note: On multi-tenant delivery and/or rental situations, the building owner/manager is responsible for lock changes. Owner/manager will handle parcels and accountable? Yes ☐ No ☐

This notice will serve as an Agreement / Letter of Consent to the Postal Service for the placement of Centralized Delivery Equipment at the agreed upon location(s) indicated on the plat map. By signing below, I acknowledge that the contractor options and responsibilities outlined above for receiving mail delivery service have been discussed with me.

USPS REPRESENTATIVE

NAME: Sandy Alaman

TITLE: Growth Management Coordinator

SIGNATURE: [Signature]

TELEPHONE # (423) 562-3243

DATE: \_\_\_\_\_

PROPERTY DEVELOPER/MGR/OWNER

NAME: Nicky Wells, Turnberry Homes

TITLE: President

SIGNATURE: [Signature]

TELEPHONE # 615.376.7001

DATE: 01.17.20

This agreement is subject to final approval by District Operations Programs Support. Submit completed agreement and other required attachments to the local Post Office to forward to the Growth Management, Operations Programs at the TN District Office



## **Brentwood City Commission Agenda**

**Meeting Date:** 03/09/2020

Ordinance 2020-02 Authorizing the Acquisition of 52 (+/-) Acres Located on Old Smyrna Road

**Submitted by:** Kirk Bednar, Administration

**Department:** Administration

---

### **Information**

#### **Subject**

Ordinance 2020-02 - Authorize The Acquisition Of 52 (+/-) Acres Located On Old Smyrna Road Through Approval of a Contract for Sale of Real Estate Among Sensing Enterprises (“Seller”), The Conservation Fund (“Purchaser”), and the City, and by Acceptance of Assignment of The Conservation Fund’s Obligations as Purchaser Under Said Agreement

#### **Background**

The accompanying Ordinance 2020-02, if approved by the Board of Commissioners, will authorize the purchase by the City of 52 (+/-) acres which is a portion of the property along Old Smyrna Road commonly referred to as Windy Hill Farm (see attached area map). The ordinance will authorize the City to enter into a Contract for Sale with Sensing Enterprises and The Conservation Fund, and it will also authorize the City's acceptance of the assignment of The Conservation Fund's obligations as Purchaser pursuant to the Contract.

As background, the City Manager was originally approached in early 2019 by representatives of the Sensing family about their future plans for the entire approximately 90 acre Windy Hill Farm property and whether the City had any interest in purchasing all or a portion of the property for use as a City park. The land is located south of Old Smyrna Road at its intersection with Jones Parkway. The overall property is currently used for agricultural purposes and includes the Windy Hill home which was built in 1825 and is listed on the national historic register.

The Sensing family has a genuine desire to see the land preserved permanently while, at the same time, receiving a fair economic return without requiring the property to be developed into another subdivision. At the outset of discussion, City staff was clear that the City did not have an interest in acquiring the historic home or the primary farm-related structures and outbuildings. Instead, our interest was primarily in the open pasture areas that would be suitable for passive park development. As a result, the Sensing family is planning to place the remaining

property not under consideration for purchase by the City in a conservation easement and market that property for sale to a third party for continued use as a residential home and associated farming activities. For the past several months, the staff and family have been working with representatives of The Conservation Fund (TCF), a national nonprofit organization committed to land preservation and facilitating acceptable agreements between interested parties.

At this time, the staff believes that a fair and acceptable agreement for all parties is in place to allow this land purchase to move forward. We believe the proposed land acquisition is in keeping with the policy goals in the Brentwood 2030 Plan for development of a park in a currently underserved area of the City and, if approved, would increase the amount of City owned park land from 966 acres to 1,018 acres.

The advantages of the proposed land purchase are summarized below followed by the major components of the land purchase agreement. In addition, a map is attached that identifies the general location of the land, which will be subject to minor adjustment with the completion of the land survey.

### **Advantages of Land Purchase**

1. Acquisition of the land allows the City to increase the amount of quality, permanent open space in the community in an underserved area of town that is directly accessible to multiple established residential neighborhoods consisting of over 1,900 homes.
2. With the eventual build-out of the City and ever-increasing land values, purchase of the land now while it is still available for preservation makes long-term financial sense.
3. While the City is only acquiring a portion of the full property, the family's intent to place a conservation easement on the remainder of the property ensures permanent preservation of the entire property and the historically significant home.
4. The Old Smyrna Road corridor is a designated historic corridor that the City wishes to see remain rural in character. This property is the only remaining undeveloped property along this historic corridor that is currently zoned R-2, which would allow for development at a one unit per acre density level. All other properties along the historic corridor are zoned AR, which requires a minimum one unit per three acres density.

### **Major Components of the Land Purchase**

1. Of the approximately 90 acres known as Windy Hill Farm, the City will purchase 52 (+/-) acres consisting primarily of the open pasture land to the

west and south of the historic home and associated farm buildings and pond. The location of the proposed acreage is shown on the attached map.

2. Based upon the results of an independent appraisal, the purchase price will be \$100,000/acre, with the final acreage amount to be determined by a survey that establishes an agreed upon boundary between the area to be purchased by the City and the remainder of the property.
3. The Sensing family will maintain ownership of the remaining portion of Windy Hill Farm with the intent of placing a conservation easement on the property and selling it to a third party in a private transaction.
4. An initial payment of one-half of the final purchase price (estimated at \$2.6 million assuming a total purchase price of \$5.2 million for 52 acres) will be made by the City before June 30, 2020 in FY 2020 and the final payment for the remainder of the purchase price will be made in January 2021.
5. Due to the strong financial position of the City, the initial payment in FY 2020 will be funded from surplus reserves in the fund balance of the General Fund. This will reduce the fund balance from \$40.7 million to \$38.1 million which, at 95% of the \$40.3 million FY 2020 General Fund operating budget, is well above the minimum 40% in the City's budget management policies. The final payment will come from an additional \$1 million in General Fund reserves in FY 2021, \$1.45 million in County Adequate Facilities Tax funds, and \$150,000 in funds raised by the non-profit Brentwood Green Space organization.
6. The City will be responsible for any applicable roll back property taxes (estimated at \$50,000), and will seek reimbursement from TDEC for the rollback taxes as provided for in state law. Note that this same arrangement was applied in the Smith Park property purchase.
7. The Conservation Fund (TCF) will facilitate the land transaction by entering into an agreement with the Sensing family to purchase the property. TCF will, in turn, assign its rights and obligations to the City, and title to the 52 (+/-) acres to the City on or before closing date.
8. Prior to closing, the City will undertake at its expense the survey of property, a Phase I environmental assessment, and title search. Any significant title or environmental discrepancies found that cannot be rectified immediately by the Sensings will allow the City the right to cancel the land agreement. The City will also purchase title insurance to protect the City in case there is a third party claim or dispute of ownership to a portion of the property after purchase.
9. TCF has assisted the City in the preparation of the legal documents (acceptable to the City Attorney) for the land sale/purchase agreement.
10. To recognize the history of the property and the Sensing family's stewardship of it for 45 years, the City has committed in the agreement to name the new park "Windy Hill Park."
11. The City agrees to a restriction that limits the new property to public use and prevents the City from selling the property to a private party. The restriction does not preclude a future sale or transfer of the property to another public entity.

12. The agreement also provides that the use of the property shall be for a passive public park to include such uses as bike and pedestrian trails, playground, open natural areas, and associated uses such as bathroom facilities. Development of athletic fields for organized sports activities would be prohibited and lighting would be limited to parking areas and consistent with dark sky requirements.
13. The City agrees to limit motorized use of trails to maintenance and emergency vehicles.
14. The City agrees to construct a fence along the boundary between the park and the remaining Windy Hill Farm property where a fence does not exist today. Also, the City agrees to plant a landscape screen/buffer along the boundary line in areas where existing landscaping does not exist today.
15. The City agrees not to construct any new structures within 50 feet of the new common property line west of the creek running through the property or within 100 feet of the new common property line east of the creek. When the Master Plan is developed, the City will also try to keep trails at least these same distances away from the common property line if at all possible.
16. The City agrees to allow for two pedestrian access points from the remaining portion of the property to the park property that can be secured by the owner of the remaining property.
17. The City agrees that at the time the property is developed and opened for public use, there shall be installed a marker to acknowledge the Sensing family history on the property and its part in preserving the property for permanent public use.

The City is fortunate that its conservative financial management over the years will allow us to undertake this important project with no property tax increase while maintaining a strong financial position for the General Fund. Just as in the past when the City took the bold steps to purchase 160 acres for what is now Crockett Park and 400 acres for what is now Smith Park, now is the right time to buy land of this quality and quantity while it is still available. It will be too late 10-20 years from now to find land of this quality, size, and location for permanent preservation as public open space.

If the purchase is approved, the City will assume some initial costs associated with basic property upkeep estimated at \$15,000 annually, plus some one-time costs in FY 2021 for fencing and boundary landscaping. It is expected that full development of the property as a park will not occur for several years given other capital improvement priorities of the City in the next few years.

The proposed park land acquisition was presented to the Park Board and Planning Commission on March 2, 2020 for formal review and recommendations to the City Commission. Both boards unanimously endorsed the proposed land acquisition. Closing on the land transaction is scheduled on or before June 24, 2020. After closing of the property, the City will need to go through a rezoning process to place the land in the correct zoning classification (SI-3) for a park.



Please note that a minor text modification has been made to the contract for sale since the first reading of this Ordinance. The reference to a deed of trust as the security instrument for the second payment of the purchase cost has been replaced by reference to a general obligation note issued and backed by the full faith and credit of the City. This does not change the agreement substantively, but instead, is simply a clarification relative to the capital outlay note used to secure the purchase.

Please contact the City Manager if you have any questions.

### **Staff Recommendation**

Staff recommends approval of Ordinance 2020-02.

### **Previous Commission Action**

Ordinance 2020-02 was unanimously approved at first reading on February 24, 2020.

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### **Fiscal Impact**

**Amount :** \$5.2 Million

**Source of Funds:** Various

**Account Number:** Various

#### **Fiscal Impact:**

The purchase price is estimated at \$5.2 million based upon a price of \$100,000 per acre and assuming the area to be purchased equals 52 acres. The actual area may be slightly more or less than 52 acres based on a final survey of the agreed upon boundary line, so the final purchase price will be adjusted accordingly. The source of funds is proposed to be a combination of General Fund reserves, County Adequate Facilities Tax revenues, and private funding raised by Brentwood Green Space. The purchase amount will be split into two equal payments - one in FY 2020 at the time of closing and one in FY 2021 to be paid in January 2021.

In addition to the purchase price, the City will incur additional miscellaneous costs associated with survey work, environmental assessments, title insurance, and other related closing costs. These costs are estimated to be less than \$100,000 collectively, and will be accounted for in the FY 2020 Capital Projects Fund budget through available unallocated funds.

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### **Attachments**

Ordinance 2020-02

COB Contract No. 2020-022

Proposed Property Purchase Area

Area Map

Property Boundary Setback Exhibit  
Property Appraisal  
PC Review Memo -- Ordinance 2020-02

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## **ORDINANCE 2020-02**

### **AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE ACQUISITION OF 52 (+/-) ACRES LOCATED ON OLD SMYRNA ROAD THROUGH APPROVAL OF A CONTRACT FOR SALE OF REAL ESTATE AMONG SENSING ENTERPRISES (“SELLER”), THE CONSERVATION FUND (“PURCHASER”), AND THE CITY, AND BY ACCEPTANCE OF ASSIGNMENT OF THE CONSERVATION FUND’S OBLIGATIONS AS PURCHASER UNDER SAID AGREEMENT**

**WHEREAS**, Sensing Enterprises have entered into a contract (hereinafter, the “Contract”) with The Conservation Fund and the City pursuant to which Sensing Enterprises will sell a portion of the historic “Windy Hill” property, containing approximately 52 acres, (hereinafter, the “Property”) to The Conservation Fund; and

**WHEREAS**, the Contract provides that The Conservation Fund intends to assign its duties as Purchaser under the agreement to the City of Brentwood, and that the Property will be used primarily for park purposes;

**WHEREAS**, the Board of Commissioners desires to accept such rights and obligations of the Contract and to assume ownership of the Property.

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

**SECTION 1.** That the Mayor is hereby authorized to execute the Contract among the City, Sensing Enterprises, and The Conservation Fund, a copy of said agreement being attached hereto and made a part of this Ordinance by reference.

**SECTION 2.** That the Mayor is hereby authorized to execute any and all instruments as may be necessary to complete the assignment of the Contract and the transfer of the Property to the City of Brentwood, subject to the review and approval of such instruments by the City Attorney.

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

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

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

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

*Approved as to form:*

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



# **CONTRACT FOR SALE OF REAL ESTATE**

Seller understands that Seller should not rely on any information (written or verbal) received from Purchaser as to tax, legal, and property valuation matters associated with this transaction. Purchaser recommends that Seller consult with competent, independent professional tax and legal advisors of Seller's own choosing regarding this transaction.

**T****HIS CONTRACT FOR SALE OF REAL ESTATE** (the "Agreement") is entered in to this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between SENSING ENTERPRISES whose address is 3817 Bedford Ave., Suite 220, Nashville, Tennessee 37215 (the "Seller") and THE CONSERVATION FUND, a Maryland non-profit corporation with an office at 1655 N. Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 (the "Purchaser") and the CITY OF BRENTWOOD, TENNESSEE, a municipal corporation with an office at 5211 Maryland Way, Brentwood, Tennessee 37027 (the "City"). The "Effective Date" of this Agreement shall be the last date signed by either party.

## ***The Agreement***

1. **PROPERTY.** Seller agrees to sell and Purchaser agrees to buy, on the terms and conditions set forth in this Agreement, that parcel of land containing 52+/- acres, located in the County of Williamson, State of Tennessee as shown on Exhibit "A" (the "Land") attached hereto, including, without limitation, (i) any and all buildings, improvements, and fixtures situated thereon, (ii) any and all crops and timber growing thereon, (iii) any and all surface or subsurface sand, gravel, oil, gas, mineral geothermal, or mineral rights, and any stockpiled sand, gravel, or minerals, (iv) any and all appurtenant or associated water rights, including any and all well, spring, reservoir, storage, domestic, irrigation, irrigation equipment and facilities, subirrigation, livestock water, or ditch rights of any type, including all shares or certificates of any type in ditch or water delivery companies or associations, (v) all other surface and subsurface rights, any and all other permits, hereditaments, easements, recorded rights of access, historic rights of access, incidents, and appurtenances belong thereto (collectively, with the "Land", referred to as the "Property"). The parties understand and acknowledge that the Seller is placing a conservation easement on an approximately forty (40) acre tract of land adjacent to the Property ("Retained Parcel")
2. **EARNEST MONEY DEPOSIT.** Within seven (7) business days of the execution of this Agreement, Purchaser shall deliver the sum of FIFTY THOUSAND DOLLARS (\$50,000) (the "Deposit") in escrow

with Cool Springs Law Firm, 5115 Maryland Way, Suite 100, Brentwood, Tennessee 37027, Attn: J. Todd Moore, Phone: (615) 290-5355 (the "Escrow Agent") as escrow agent to be held in an interest bearing account. The earnest money deposit and the interest earned on the deposit are referred to as the "Deposit". The Deposit shall become non-refundable in the event the conditions described herein for the benefit of Purchaser are satisfied or are waived by Purchaser. If and when Closing occurs, the Deposit shall be applied to the Purchase Price of the Property.

3. **PURCHASE PRICE.** The purchase price for the Property, including the Deposit, shall be FIVE MILLION TWO HUNDRED THOUSAND DOLLARS (\$5,200,000) (the "Purchase Price"), provided that the Purchase Price shall be subject to adjustment according to the actual acreage conveyed to Purchaser, pursuant to section 3.1 herein. At Closing, fifty percent (50%) of the Purchase Price, less the Deposit, shall be paid to Seller by Purchaser in cash, certified funds, or by wire transfer of federal or other immediately available funds. For the remaining balance Purchaser shall execute a promissory note in the amount of the remaining fifty percent (50%) of the Purchase Price bearing no interest which shall be due and payable no earlier than January 1, 2021, but before 5:00 PM, Prevailing Central Time, January 31, 2021. The obligation will be secured by a general obligation bond or note of the City, pledging its full faith and credit and taxing power.

3.1 Survey; Adjustment of Purchase Price. The exact acreage of the Property shall be determined by a survey to be ordered by Purchaser, at its expense. The survey shall be performed by a licensed Tennessee surveyor. Purchaser shall pay to Seller the sum of \$100,000 multiplied by the exact number of acres as determined by the survey which sum shall then become the Purchase Price. The survey shall provide an exact legal description of the Property and shall be utilized in the deed of conveyance to Purchaser and enable the Title Company to issue an owners title insurance policy without exception as to matters of survey.

4. **CLOSING DATE.** The closing of the transaction contemplated hereunder (the "Closing") shall be held at the office of the Escrow Agent on or before June 24, 2020 (the "Closing Date"). Possession shall be delivered to Purchaser as of the date of Closing.
5. **SATISFACTORY INSPECTION AND REVIEW.** The Seller and Purchaser expressly covenant and agree that Purchaser's and City's satisfaction upon the review and inspection provided for herein is a specific condition precedent to the obligation of Purchaser to purchase the Property. Purchaser and City shall have a period in which to review the documents, including the conservation easement

for the Retained Parcel, and to make the inspections described below. The period of inspection (the "Inspection Period") shall terminate on the earlier of: (i) Receipt by Seller of notice from Purchaser or City that the Property is suitable for purchase; or (ii) Midnight, prevailing Central Time, on May 1, 2020.

5.1 Documents; Evidence of Title. Not later than five (5) days after the Effective Date, Purchaser or City shall request from Chicago Title Insurance Company (the "Title Company"): (a) a title commitment issued by the Title Company, together with legible copies of the deed or deeds by which Seller holds title to the Property, legible copies of any instruments listed in the legal description for the Property, and legible copies of all exceptions to title, pursuant to which the Title Company shall issue to Purchaser or City a standard coverage owner's policy of title insurance, including "gap" and mechanic's lien coverage, insuring title to the Property, including legal access, as of the Closing Date in the amount of the Purchase Price, (b) a Certificate of Taxes Due evidencing that the current installment of all taxes owing on the Property have been paid in full; and (c) a copy of the current and previous year's Notice of Assessment, or other satisfactory evidence of the current and previous year's assessed value and assessment category for the Property. To the extent in Seller's possession, Seller shall, at Seller's expense, provide to Purchaser copies of any surveys or maps of the Land, plans relating to the building improvements, and studies and reports regarding the soils, water, or environmental condition on or under the Land.

5.2 Due Diligence, Inspection; Right of Entry. Purchaser or City, at reasonable times after reasonable prior notice, at its sole cost and expense (except as otherwise provided herein), and for its sole use, shall have the right to enter upon the Property for mapping, surveying, physical and environmental inspections, conducting appraisals, and other reasonable purposes related to the transaction contemplated hereunder. To the extent permitted by law, Purchaser and City hereby indemnifies and holds harmless Seller from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Purchaser, City or Purchaser's and City's employees, agents, or any third party who enters upon the Property or conducts tests related to the Property at the request of or on behalf of Purchaser or its agents, provided that such indemnification and hold harmless shall not apply to claims arising out of the willful or wanton conduct of Seller.

6. **ELECTION AT THE END OF THE INSPECTION PERIOD.** During the Inspection Period and prior to Closing, Purchaser and City may review all documents or information described herein or pertaining to the Property, and make the above-described physical and environmental inspections, applications, reviews, studies, appraisals, evaluations or surveys required to satisfy itself as to the acceptability and suitability of the Property for purchase. Should, for any reason or no reason and in its sole discretion, Purchaser or City not be satisfied that the Property is acceptable or suitable, they shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time the Deposit shall be promptly returned to Purchaser, save and except the sum of \$100, which will be released to Seller as independent consideration for the Inspection Period and Purchaser's right to terminate this Agreement, and then this Agreement shall be considered null and void and of no further force and effect and; provided, however, if the objections of Purchaser or City are to title or other defects that Seller can reasonably cure within a sixty (60) day period following the receipt of notice, Seller shall have such period to cure such defects to the reasonable satisfaction of Purchaser and City. Purchaser and City shall, at any time, have the right to waive the conditions precedent to its performance under this Agreement before the end of the Inspection Period and if Purchaser and City elect to waive the conditions precedent to its performance and to terminate the Inspection Period, this Agreement will remain in full force and effect and the Deposit shall become non-refundable except as otherwise provided herein. Failure of Purchaser or City to notify Seller of its dissatisfaction prior to the expiration of the Inspection Period shall be deemed a waiver of this condition precedent and acceptance of the Property as suitable for purchase. Upon termination of the Agreement, Purchaser and City agree to return to Seller all data previously delivered to Purchaser under the terms of this Agreement.
7. **CLOSING DOCUMENTS.** At Closing, Seller shall execute and deliver to Purchaser or its assigns a good and sufficient general warranty deed in a form acceptable to Purchaser, conveying good marketable and insurable title to the Property, including access for any and all purposes to the Property, free and clear of all liens, encumbrances and other exceptions, except such easements, restrictions and other exceptions as are of record and are approved by Purchaser and City during the Inspection Period.
8. **CONDITION OF THE PROPERTY, REPRESENTATIONS.**



- 8.1 Seller is the record owner of the Property to be conveyed hereunder. Upon the Closing Date, Purchaser will have good, marketable and insurable title, including insurable access to all portions of the Property.
- 8.2 There are no actions, suits, proceedings or investigations pending or, to Seller's knowledge threatened, against or affecting the Property, or arising out of Seller's conduct on the Property or which would affect the ability of Seller to fulfill its obligations under this Agreement.
- 8.3 To Seller's knowledge, without investigation or inquiry, Seller is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.
- 8.4 Seller is not party to nor subject to or bound by any agreement, contract, or lease of any kind relating to the Property.
- 8.5 The Property, to Seller's knowledge, is not in violation of any federal, state, or local law, ordinance, or regulation relating to environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions, and the environmental condition of the Property is consistent that of property subject to general agricultural use. Neither Seller nor, to the best of Seller's knowledge, any third party, has used, generated, manufactured, refined, produced, processed, stored or disposed of on, or under the Property or transported to or from the Property any Hazardous Materials nor does Seller intend to use the Property prior to closing date for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing, or transporting Hazardous Materials, all except for instances consistent with general agricultural use. For the purposes hereof, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the

Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws. To Seller's knowledge, there are no underground storage tanks situated in the Property nor have such tanks been previously situated thereon.

- 8.6 No representation, warranty, or statement made herein by Seller contains any untrue statement of any material fact or omits to state any material fact necessary in order to make such representation, warranty, or statement not misleading.
- 8.7 Seller is duly authorized and has taken all necessary actions to execute and perform this Agreement and this Agreement is enforceable against Seller in accordance with its terms.
- 8.8 Purchaser represents and warrants to Seller, as of the date hereof and at Closing, that:
- (a) Purchaser is a Maryland non-profit corporation and has all necessary corporate authority to enter into this Agreement. Subject to Section 19, this Agreement has been duly authorized and executed by Purchaser and Purchaser has full power and authority to consummate the transaction described herein, and the persons executing this Agreement and all instruments to be delivered to Seller at Closing on behalf of Purchaser are fully authorized to do so, have the power to bind Purchaser and to so act on Purchaser's behalf. This Agreement constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms.
  - (b) Execution and performance of this Agreement, and the consummation of the transactions contemplated hereby, will not result in any breach or violation of any of the terms or the provisions of or constitute a default under, any indenture, deed of trust, mortgage, note, declaration of covenants, or other agreement or instrument by which Purchaser is or will be bound.
  - (c) Neither the entering into of this Agreement nor the consummation of the transaction herein described will constitute or result in a violation or breach by Purchaser of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

9. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless Purchaser and City, their successors by operation of law, and assigns against and in respect of, any and all damages, claims, losses, liabilities and expenses, including without limitation, reasonable legal, accounting, consulting, engineering and other expenses, which may be imposed upon or incurred by the Purchaser, Purchaser's successors by operation of law or assigns, by any other party or parties (including, without limitation, a governmental entity), arising out of or in connection with the Seller's use, ownership, and operation of the Property through the Closing Date and/or any "Hazardous Materials" situated therein as of or prior to the Closing Date hereof, including the exposure of any person to any such "Hazardous Materials", or exposure resulting from activities of Seller. This indemnity shall survive the closing of this transaction, and shall be in addition to Seller's obligation for breach of any representation or warranty.
10. **TAXES.** Seller shall pay all general taxes and assessments for the Property for the years prior to Closing, not including any so-called "Rollback" or "Recapture" taxes which may become due upon transfer of the Property, which, if due, shall be paid for by Purchaser. Seller shall pay all general and special taxes, assessments, fees and charges of any type (including without limitation, any for water, sewer, irrigation and special districts), for the Property for the current year and all years prior to Closing. At Closing, Real Property taxes and assessments and other taxes and assessments shall be prorated as of the date of Closing based on the most recent ascertainable tax or other bill or the current assessment of the Property.
11. **PRESERVATION OF PROPERTY; RISK OF LOSS.** Except as otherwise set forth herein, Seller agrees that the Property shall remain as it now is until Closing, that no timber, crops (except in the normal course of agricultural or ranching operations), sand, gravel, minerals, improvements or any other part of the Property shall be sold or removed from the Property, and that Seller shall neither use nor consent to any use of the Property for any purpose or in any manner which would adversely affect Purchaser's intended use of the Property as a conservation area or similar use. This covenant expressly precludes any timber cutting on the Property. In the event Seller shall use or consent to such use of the Property, Purchaser may, without liability, refuse to accept the conveyance of title, in which event the Deposit shall be refunded; or it alternatively may elect to accept the conveyance of title to the Property or any portion thereof, in which case there shall be an equitable adjustment of the Purchase Price based on the change in circumstances and/or maintain an action against Seller for damages.

12. COSTS AND FEES. Property transfer tax(es) shall be paid according to Tennessee law. The premium for title insurance policy described herein and recording costs shall be paid by Purchaser. All other Closing costs shall be paid by Purchaser. Each party shall be responsible for its own attorneys' fees.
13. LIQUIDATED DAMAGES; DEFAULT.
- 13.1 Seller's Remedies. If the Purchaser or the City shall fail to consummate the transaction contemplated hereunder for any reason, or if such transaction shall fail to close for any reason other than default by Seller, Seller may (i) elect to retain the Deposit and then this Agreement shall be terminated; or (ii) to proceed against City for specific performance of this Agreement. The parties agree that Seller may only seek specific performance against the City (and not the Purchaser) requiring City to purchase the Property if Seller has executed and recorded the conservation easement for the Retained Parcel before Closing. In any event, Seller shall have the right to seek and recover from City all damages suffered by Seller as a result of City's default in the performance of its obligations hereunder.
- 13.2 Purchaser's Remedies. If Seller shall fail to consummate the transaction contemplated hereunder for any reason, or if such transaction shall fail to close for any reason other than default by Purchaser, Purchaser may elect (i) to request a return of its Deposit and then this Agreement shall be terminated; or (ii) to proceed against Seller for specific performance of this Agreement. In any event, Purchaser and City shall have the right to seek and recover from Seller all damages suffered by them as a result of Seller's default in the performance of its obligations hereunder.
14. NOTICES. All notices required or permitted hereunder will be deemed to have been delivered upon sending of such notice. All notices required or permitted hereunder shall be given by hand delivery, sent by email followed by US Mail, or sent by Federal Express or other courier, directed as follows, or to such other address as either party may designate by giving notice to the other party as provided herein:

If to Seller: Sensing Enterprises  
3817 Bedford Ave., Suite 220  
Nashville, Tennessee 37215  
Phone: (615) 456-4562  
Email: ben@sensingventures.com

If to Purchaser: The Conservation Fund  
77 Vilcom Center Drive, Suite 340



Chapel Hill, North Carolina 27514  
Attn: Paul F. Hurt, Esquire  
Phone: (703) 525-6300/Fax: 4610  
Email: [phurt@conservationfund.org](mailto:phurt@conservationfund.org)

If to City: CITY OF BRENTWOOD  
Attn: Kristen Corn, City Attorney  
5211 Maryland Way  
P.O. Box 788  
Brentwood, Tennessee 37024-0788  
Fax: (615) 577-6107

15. MISCELLANEOUS.

- 15.1 Broker's Commission. Seller and Purchaser each hereby represents and warrants to the other that it has not dealt with any broker, finder or salesman in the negotiation of this Agreement or otherwise with regard to this transaction. To the extent permitted by law, each party shall indemnify, defend, and hold harmless the other party against any commissions or fees due or claimed to be due by virtue of the execution or Closing of this Agreement, the obligation or asserted claim for which arises from actions taken or claimed to be taken by or through the indemnifying party.
- 15.2 Affidavit. At or prior to Closing, Seller shall furnish to Purchaser a duly executed Affidavit of Non-Foreign Status (the "Affidavit") in the form attached to this Agreement as Exhibit "B". Seller hereby declares and represents to Purchaser that Seller is not a "foreign person" for purposes of withholding of federal tax as described in such Affidavit.
- 15.3 Assigns. Purchaser may assign its rights and obligations as Purchaser under this Agreement to the City by entering into a duly executed Assignment of Contract, wherein the assignee assumes all of the obligations of Purchaser hereunder. Upon entry into such Assignment of Contract, Purchaser shall be relieved of all liability and obligations of Purchaser under this Agreement, arising from and after the date of the Assignment of the Contract. Seller acknowledges that approval by the City requires passage of an ordinance on two readings. Upon the assignment of this Agreement as contemplated by this section, the term "Purchaser", as used here, shall mean the City, Tennessee. Thereafter, all notices to Purchaser shall be directed to :

CITY OF BRENTWOOD  
Attn: Kristen Corn, City Attorney  
5211 Maryland Way  
P.O. Box 788  
Brentwood, Tennessee 37024-0788  
Fax: (615) 577-6107

Purchaser may also require that the Seller directly deed the Property to an alternative identified entity or organization including, but not limited to, the City and Seller hereby consents to such assignment.

Without limiting the generality of the foregoing, the Purchaser's right to assign its rights and obligations under this Agreement shall specifically include the Purchaser's right to assign this Agreement to Sustainable Conservation, Inc., a supporting organization of The Conservation Fund under Internal Revenue Code Section 509(a)(3) ("SCI") or other subsidiary organization related to the Purchaser and organized for conservation purposes or to otherwise direct the Seller to convey title to SCI or other related subsidiary organization.

- 15.4 Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Seller's heirs, executors, administrators, successors, and assigns.
- 15.5 Exhibits. The exhibit(s) hereto constitute an integral part of this Agreement and are incorporated herein by reference.
- 15.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. All facsimile or electronic transmissions of this Agreement shall be deemed original signatures for all purposes.
- 15.7 Severability. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
- 15.8 Entire Agreement. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party thereto.
- 15.9 Authority. Each party to this Agreement warrants to the other that, subject to Section 19, the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

- 15.10 Merger. The obligations, covenants, representations, warranties, and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect during the period of the ownership of the Property by Purchaser.
- 15.11 Further Actions. Each party shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to Purchaser and to vest in each party all rights, interests, and benefits intended to be conferred by this Agreement.
- 15.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth in which the Property is situated.
- 15.13 Offer. When signed and delivered to the Seller by Purchaser, this Agreement will constitute an offer to the Seller that can be accepted only by the Seller signing and delivering to Purchaser an executed original of this Agreement on or before (but not after) \_\_\_\_\_, 20\_\_\_. Purchaser may withdraw such offer in writing at any time prior to its acceptance.
- 15.14 Labor and Material; Existing Leases. Seller will execute and deliver to the Title Company at Closing a Mechanic's Lien Affidavit and Indemnity and such other documents and information as may be required by the Title Company to obtain deletion of the standard preprinted exception pertaining to mechanic's liens from Purchaser's policy of title insurance.
- 15.15 1099 Reporting. The Title Company is designated as the party responsible for filing a Form 1099 with the Internal Revenue Service promptly after Closing, to the extent required by the Internal Revenue Code and Treasury Regulations.
- 15.16 Improvements; Delivery of Property. All improvements, including, but not limited to, dwellings, outbuildings, barns, sheds, etc., shall be vacant and broom clean. Seller shall be responsible for the removal of all items left on the Property, which Purchaser does not want or which the Purchaser wishes to have removed. The improvements shall be subject to an inspection by Purchaser and/or its contractors or representatives prior to Closing. The parties acknowledge that Seller is conveying the Property and improvements thereon "AS-IS."
16. **SATURDAYS, SUNDAYS, HOLIDAYS**. If the final date of any time period of limitation set out in any provision of this Agreement falls on a Saturday, Sunday or a legal holiday under the laws of the state in which the Property is situated, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

17. **WAIVERS OF APPLICATION OF TITLE 42 U.S.C.A. SECTION 4601 AND/OR JUST COMPENSATION UNDER APPLICABLE STATE STATUTES.** Purchaser may assign this Agreement and its rights as Purchaser hereunder including the Deposit by written assignment to a governmental agency or entity, which assumes the obligations of Purchaser hereunder. Seller hereby waives any right to demand fair market value for the Property. In addition, recognizing that this Agreement is made in order to procure lands for public ownership and that condemnation will not be used in any way as part of this transaction or in securing the Property, Seller hereby knowingly waives any potential right to receive compensation for the Property consistent with the requirements of either (i) Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601, et seq. (Public Law 91-646, as amended) including those provisions relating to incidental expenses incurred by Seller and/or (ii) applicable state statutes and regulations. Seller makes this waiver knowing that a governmental agency or entity will ultimately own the Property and/or that a governmental agency or entity may be an assignee of this Agreement.
18. **COMPLIANCE WITH FEDERAL LAW.** Each party hereby represents and warrants to the other that (A) neither the party making the representation, nor any persons or entities holding any legal or beneficial interest whatsoever in the party making the representation, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism" (September 23, 2001) or any executive order of the President issued pursuant to such statutes; or (iii) persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224) or other governmental action; and (B) the activities of the party making the representation do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder. Each party further covenants and agrees to promptly deliver to the other any documentation that the other party may reasonably request in order to confirm the accuracy of the representations and warranties made in this paragraph.



19. **CONDITIONS PRECEDENT.** Specific conditions precedent to Purchaser's obligation to perform under the terms of this Agreement are (i) approval of the transaction contemplated herein by Purchaser's Board of Directors at its meeting scheduled on April 14 and 15, 2020; and (ii) approval of the Board of Commissioners of the City of Brentwood, Tennessee, to whom Purchaser intends to assign the Agreement. If Purchaser assigns this Agreement to the City of Brentwood prior to the date of the Purchaser's Board of Directors meeting scheduled for April 14 and 15, the condition precedent of the Board's approval of the transaction shall be deemed deleted and of no force or effect.
20. **SECTION 1031 TAX DEFERRED EXCHANGE.** Seller may elect to complete this transaction as part of a Section 1031 tax deferred exchange. Purchaser agrees to cooperate with Seller in documenting and completing such exchange under the terms and conditions of this Agreement. Purchaser shall incur no additional expense or liability by such cooperation. Notwithstanding the foregoing, Seller agrees and understands that time is of the essence with regard to the Closing hereunder and that the Closing may not be extended because of Seller's desire to accomplish a Section 1031 deferred tax free exchange.
21. **ADDITIONAL TERMS AND CONDITIONS.**
- 21.1 The Property shall be named "Windy Hill Park" (the "Park").
  - 21.2 The Property shall be limited to passive public park uses. Such passive uses may include but not limited to paved and unpaved trails, playgrounds, open natural areas, and associated uses such as bathroom facilities, but shall exclude fields developed for practice or game use by organized sports teams.
  - 21.3 At the time the Property is developed for use as a Park and opened for public use, the City shall install a marker to acknowledge the Seller's family history on the Property and its part in preserving the Property for permanent public use.
  - 21.4 Purchaser may only transfer the Property to other public, governmental entities.
  - 21.5 Trails in the Park will be limited to use by pedestrians and bicyclists, and those using other types of non-motorized vehicles, provided however that use by parties operating an electric powered motorized vehicle of a type approved by the Purchaser or governmental entity operating the park, which is reasonably necessary to afford access to the park for persons with disabilities will not be

deemed to violate this restriction. The use of motorized vehicles on the Trails for maintenance and emergency situations shall also be allowed.

- 21.6 Any improvements to be appropriately screened from the Retained Parcel, lighting limited to parking areas for safety and consistent with dark sky requirements.
- 21.7 Purchaser to construct fences necessary to separate the Property from the Retained Parcel where such fencing does not already exist. Purchaser intends to plant appropriate vegetation to create a screen along constructed fences between the Property and the Retained Parcel where such existing landscape screening does not already exist.
- 21.8 Upon mutual agreement between the City and the owner of the Retained Parcel, two secure non-motorized access points will be established to the Property for the benefit of the Retained Parcel.
- 21.9 The City agrees to not build any structures or erect any directional signs within 100 feet of the portion of the Retained Parcel boundary that is east of the creek and within 50 feet of the portion of the Retained Parcel that is west of the creek. Trail locations will be determined after development of the Master Plan for the Park. If feasible, no trails will be built within 100 feet of the southern boundary of the Retained Parcel or within 50 feet of the western boundary of the Retained Parcel. These boundaries and setbacks are depicted on the attached Exhibit C.

[SIGNATURE PAGES FOLLOW]

***IN WITNESS WHEREOF***, the parties hereto have executed this Agreement as of the date first above written.

SELLER

SENSING ENTERPRISES

By:   
Its: Managing Partner

Date: 2/20/2020

PURCHASER

THE CONSERVATION FUND,  
a Maryland non-profit corporation

By: P. J. H. T.  
Its: Assistant Secretary

Date: 2/20/2020

CITY

THE CITY OF BRENTWOOD, TENNESSEE,  
a Tennessee municipal corporation

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

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



Exhibit "A"

Description of Property

A portion of Tax Map 029, Parcel 04300, as shown as the Brentwood tract on Exhibit "A-1" attached hereto.

# Sensing Family Property

THE  
CONSERVATION FUND  
Exhibit A-1

-  Sensing, Lucy; 9 ac
-  Sensing Enterprises; 81.1 ac
-  Proposed Conservation Area; 38 ac
-  Brentwood Tract; 52.1 ac

Date: 11/12/2019

0 750  
Feet

Map created by Roberta Moore

Data Sources: PA-DUS, The Conservation Fund, and ESRI  
Data & Maps.



Exhibit "B"

AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 and Section 6045 of the Internal Revenue Code provide that the Transferee of a real property interest must withhold tax if the Transferor is a foreign person and must provide certain sales related information to the Internal Revenue Service. To inform THE CONSERVATION FUND (the "Transferee") that withholding of tax is not required upon its disposition of a U.S. real property interest, more particularly described in the Agreement annexed hereto \_\_\_\_\_ (collectively the "Transferor"), hereby certifies that:

1. Transferor is not a non-resident alien for purposes of U.S. income taxation as defined in the Internal Revenue Code and Income Tax Regulations.
2. Transferor's tax identification/ social security number is/are:  
\_\_\_\_\_.
3. Transferor's principal address is:  
\_\_\_\_\_  
\_\_\_\_\_.
4. The gross sales price of this transfer is:  
\_\_\_\_\_.

Transferor understands that this affidavit and information contained herein will be disclosed to the Internal Revenue Service by the Transferee and, that any false statement made herein by Transferor could be punished by fine, imprisonment, or both.

Under penalties of perjury, Transferor declares that Transferor has examined this affidavit and, to the best of Transferor's knowledge and belief, it is true, correct, and complete and further declares that he/she is duly authorized to execute this affidavit or has the authority to execute on behalf of Transferor.

TRANSFEROR:

\_\_\_\_\_

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

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

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



# Exhibit C - Boundary/Setback Lines





# Sensing Family Property

THE  
CONSERVATION FUND

-  Sensing, Lucy; 9 ac
-  Sensing Enterprises; 81.1 ac
-  Proposed Conservation Area; 38 ac
-  Brentwood Tract; 52.1 ac

Date: 11/12/2019

0 750  
Feet

Map created by Roberta Moore

Data Sources: PA-DUS, The Conservation Fund, and ESRI  
Data & Maps.







OLD SMYRNA RD

FORD DR

OLD SMYRNA RD

CARONDELET PL

HOOD PL

SHENANDOAH DR

STELLA VISTA CT

HUNTERBORO DR

JONES CT

JONES PKWY

HUNTERBORO DR

HUNTERBORO DR

COEN CT





Green boundary line - 50' setback  
would apply

Red boundary line - 100' setback  
would apply



**PREPARED FOR:**

CITY OF BRENTWOOD  
5211 MARYLAND WAY  
BRENTWOOD, TENNESSEE 37027  
ATTN: KIRK BEDNAR, CITY MANAGER

**APPRAISAL REPORT OF:**

52.1± ACRES OF AGRICULTURAL LAND  
PART OF WILLIAMSON COUNTY MAP 29, PARCEL 43.00  
9132 FORD DRIVE  
BRENTWOOD, TENNESSEE 37027

**APPRAISED BY:**

ERIC L. BOOZER, MAI, CCIM  
STATE CERTIFIED REAL ESTATE APPRAISER, CG-389

DERRICK A. SMITH, MAI  
STATE CERTIFIED REAL ESTATE APPRAISER, CG-4460

*BOOZER & COMPANY, P.C.*  
106 MISSION COURT, SUITE 1001  
FRANKLIN, TENNESSEE 37067

**EFFECTIVE DATE OF APPRAISAL:**

OCTOBER 8, 2019

**DATE OF REPORT:**

OCTOBER 21, 2019



**BOOZER &  
COMPANY, P.C.**

*Professional Real Estate Appraisers & Consultants*

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October 21, 2019

City of Brentwood  
5211 Maryland Way  
Brentwood, Tennessee 37027  
Attn: Kirk Bednar, City Manager

**RE: Appraisal Report of:  
52.1± Acres of Agricultural Land  
Part of Williamson County Map 29, Parcel 43.00  
9132 Ford Drive  
Brentwood, Tennessee 37027**

Dear Mr. Bednar:

In accordance with your request, we have personally inspected and appraised the above captioned property for the purpose of developing an opinion of "as is" market value of the fee simple estate. The results of our appraisal are communicated in the attached **Appraisal Report**, which was prepared in accordance with the reporting requirements set forth in Standards Rule 2-2 of USPAP.

The intended use of this appraisal report is to assist the client and intended users in establishing a market value for use in setting a potential purchase price and/or negotiation/planning/decision making purposes. The client and intended user of this report is the City of Brentwood, Tennessee. *Boozer & Company, P.C.* is not responsible for unauthorized use of this report.

The subject of this appraisal is agricultural land located at 9132 Ford Drive, Brentwood, Tennessee 37027. The property is further described as part of Parcel 43.00 on Williamson County Tax Map 29. The real estate consists of 52.1± acres of rolling pasture that is part of the historic Windy Hill Farm. It addresses the south side of Old Smyrna Road, is zoned for low-density residential and agricultural uses and has all public utilities available. The property can legally and physically support approximately 31 one-acre residential lots under current zoning.

To the best of our knowledge, this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform, Recovery and Enforcement Act - FIRREA).

The persons signing this report have the knowledge and experience to complete the assignment competently. The persons signing this report are duly licensed by the appropriate state to perform this level of appraisal under certificate numbers CG-389 and CG-4460.

The market value opinion included herein is based on information provided by the property contact and other sources, our personal inspections, public records, and other pertinent information. This appraisal is based on the assumption that the furnished data is true and correct.

Mr. Bednar  
Page 2  
October 21, 2019

The appraisal report, which follows, contains a summary of our investigation and analysis. The pertinent facts and data, which we believe applicable to the property, are discussed and the reasons leading to our opinion of value are included. The acceptance of this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

**"As Is" Market Value Opinion**

Based upon our investigation, and subject to the general assumptions and limiting conditions as set forth in the report, it is our opinion that the "as is" market value of the subject property's fee simple estate, as of October 8, 2019, was:

**FIVE MILLION DOLLARS  
\$5,000,000**

The marketing time and exposure time for the subject property to achieve the market value shown above is estimated to be twelve months.

We would like to thank you for selecting our firm for this assignment and if we may be of further assistance, please advise.

Sincerely,

**BOOZER & COMPANY, P.C.**

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

Eric L. Boozer, MAI, CCIM, CG-389  
State Certified General R. E. Appraiser

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

Derrick A. Smith, MAI, CG-4460  
State Certified General R. E. Appraiser

**BOOZER &  
COMPANY, P. C.**

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**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

Property Name: Windy Hill Farm

Property Type: Agricultural Land

Property Address: 9132 Ford Drive  
Brentwood, Williamson County, Tennessee 37027

Tax ID: Part of Tax Map 29, Parcel 43.00

Ownership: Sensing Enterprises

Effective Date of Appraisal: October 8, 2019

Date of Inspection: October 8, 2019

Date of Appraisal Report: October 21, 2019

Purpose of Report: Opinion of market value

Interest Appraised: Fee simple estate

**Property Data**

Land Area: 52.1± acres

Zoning District: R-2, Suburban Residential

Floodplain Data: FEMA FIRM 47187C0094G, last revised on December 22, 2016. The subject is partially located in floodway & floodplain of the Little Harpeth River Tributary 4 (Zone AE).

Improvements: Dry-stack stone & 4-plank wood perimeter & cross fencing

Highest and Best Use: Suburban-scale residential development with approximately 31 one-acre lots

Marketing Time: 12 Months

Exposure Time: 12 months

**VALUE OPINION**

“As Is” Market Value Opinion: .....\$5,000,000

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**ADDENDA:**

Recorded Deed  
Recorded Easement  
Letter of Engagement

### **EXTENT OF THE APPRAISAL PROCESS**

The following **Appraisal Report** is intended to comply with requirements set forth by the Uniform Standards of Professional Appraisal Practice (USPAP) effective January 1, 2018. In the completion of this assignment, the appraisers signing this report have adhered to the Competency Rule of USPAP.

### **SIGNIFICANT OBSERVATIONS AND LIMITING CONDITIONS**

We were provided site-specific information pertaining to the subject's land and improvements by the client and property contact, Ben Sensing, who accompanied the appraiser during the site inspection. Furnished items relied on in this appraisal include a boundary survey and a subdivision concept plan. Other pertinent information was obtained from public records, public officials, property owners, property managers, real estate professionals, and other reliable sources. The market value opinion contained herein is based on the assumption that the furnished data is true and correct.

The subject represents a 52.1±-acre undeveloped portion of the historic Windy Hill Farm, which has two structures listed on the National Register of Historic Places, including the Constantine Sneed House (ca. 1825) and a one-story stone springhouse (ca. 1850). Although no contributing structures stand on the appraised property, there are dry-stack stone walls located along the perimeter. The date of construction is unknown, but they may have historical significance as efforts have been made to preserve similar walls throughout the city and county. The reader is advised that all improvements of every kind, including farm structures, fences, walls, etc., have been excluded from this appraisal and the market value conclusions set forth herein reflect the land value only.

### **SCOPE OF REPORT**

In the appraisal of this property, the following steps and analyses were completed:

1. Established parameters of the assignment with the client, which included developing an opinion of "as is" market value of the fee simple estate in unentitled land.
2. Inspected and photographed the subject property on October 8, 2019. The land was vacant except for perimeter & cross fencing used to contain/corral livestock, which has been excluded from this valuation.

3. Obtained site-specific information pertaining to the subject's land and improvements from the client and property contact, who is an owner-representative.
4. Analyzed the Nashville area, Brentwood, the subject neighborhood and the subject property with respect to prevailing market conditions and property values.
5. Gathered market data with regard to sales of similar properties located in the subject's market area.
6. Analyzed the data gathered to arrive at the highest and best use of the subject property. Given the physical characteristics of the project, as well as the property's market position, the highest and best use was determined to be suburban-scale residential development.
7. Analyzed the data gathered to arrive at value conclusions via the sales comparison approach, which was based on an analysis of price per acre and price per potential subdivision lot.
8. Reconciled the results of this analysis to estimate the "as is" market value of the fee simple estate.
9. Estimated the marketing and exposure times for the subject property. Given the level of investment in the area, both the marketing time and exposure time were estimated to be twelve months or less.

#### **IDENTIFICATION OF SUBJECT PROPERTY**

The subject of this appraisal is agricultural land located at 9132 Ford Drive, Brentwood, Tennessee 37027. The property is further described as part of Parcel 43.00 on Williamson County Tax Map 29. The real estate consists of 52.1± acres of rolling pasture that is part of the historic Windy Hill Farm. It addresses the south side of Old Smyrna Road, is zoned for low-density residential and agricultural uses and has all public utilities available. The property can legally and physically support approximately 31 one-acre residential lots under current zoning.

#### **PURPOSE OF APPRAISAL**

The purpose of this appraisal is to develop an opinion of "as is" market value of the fee simple estate.

### **INTENDED USE AND USER OF APPRAISAL**

The intended use of this appraisal report is to assist the client and intended users in establishing a market value for use in setting a potential purchase price and/or negotiation/planning/decision making purposes. The client and intended user of this report is the City of Brentwood, Tennessee. *Boozer & Company, P.C.* is not responsible for unauthorized use of this report.

### **DEFINITION OF MARKET VALUE**

Market value as used in this appraisal is defined as “the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus”. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale (12 C.F.R. Part 34.42(g)).

### **PROPERTY RIGHTS APPRAISED/LEGAL CONSTRAINTS**

Real property is defined as, “*the interests, benefits, and rights inherent in the ownership of real estate*”<sup>1</sup>. Property rights are economic interests supported by the law. The bundle of rights referred to as the property rights may include a great many rights such as easements, encroachments, liens, leases, etc. The various rights may be separated and held by different individuals or entities. The most complete form of ownership is fee simple ownership. Any

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<sup>1</sup> Unless otherwise noted, the source of all definitions in this report is: *The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> ed. (Chicago: Appraisal Institute, 2015), PDF e-book.



limitation of ownership rights has to be given special attention. An appraisal assignment may require the appraisal of the fee simple estate or a partial interest such as a leasehold estate or an easement.

The subject consists of agricultural land that is not leased. Accordingly, the property rights of ownership considered in this report include the **fee simple estate**.

#### **DEFINITION OF FEE SIMPLE ESTATE**

Fee simple estate is defined as, *"absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*

#### **DATES OF APPRAISAL**

The effective date of the "as is" market value opinion is **October 8, 2019**, the date of last inspection. This report was completed and delivered to the client on **October 21, 2019**.

#### **OWNERSHIP HISTORY & DEED RESTRICTIONS**

Title to the subject's 84.15-acre parent tract is currently vested in **Sensing Enterprises, GP**. Ownership was obtained on December 23, 1992 from Wilbur Sensing, Sr. and Wilbur Sensing, Jr. via Warranty Deed, of record in Book 1051, Page 512, in the Register's Office for Williamson County, Tennessee (ROWCT). The consideration stated on the deed was \$311,250 for this non-arm's length transaction.

Subsequently, the parties recorded a Quitclaim Deed containing a corrected legal description in Book 1493, Page 812, ROWCT. This instrument was dated February 20, 1997 and reported a consideration of \$1.00.

To our knowledge, there have been no other recorded transactions of the subject property in the past three years. The subject's 84.15-acre parent tract, together with an 8.15-acre intervening parcel containing the historic structures of Windy Hill Farm, is listed for sale for at \$11,750,000 or \$127,302/acre on the local MLS. As of the date of this report, it had been listed for 10 days. Discussions with the listing agent, Fiona King with Worth Properties,

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COMPANY, P.C.**

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revealed that significant interest has been received from multiple buyers. To date, the listing has yielded two below-asking price purchase offers; however, neither has resulted in a contract.

As of the effective date of appraisal, there are no recorded deed restrictions encumbering the property. However, the owners are interested in preserving the historic property into perpetuity and have reportedly explored various options, including deed restrictions to limit/prohibit development, conservation easements and selling the property to a municipality with the understanding that a parkland dedication will occur. It is our understanding that only purchase offers from conservation-minded buyers willing to encumber the property with development restrictions will be accepted. Reportedly, one of the aforementioned potential buyers verbally agreed to a 20-year development moratorium but would not encumber the property with a conservation easement and the other would not disclose their identity, resulting in the seller's rejection of both offers. Consequently, seller conditions may have an effect on marketability and sale price if a transaction occurs subject to these conditions.

The preceding title information is provided only to give a general background of the ownership history of the subject. To the best of our knowledge, the information is accurate. However, we do not guarantee any of the title history shown above.

**LEGAL DESCRIPTION**

A copy of the furnished exhibit of the 52.1-acre appraised property follows the Site Data section of this report and a metes and bounds legal description of the subject's 84.15-acre parent tract, as included in the most recent recorded deed, is included in the Addenda.

### **CITY AND AREA DATA**

The subject is located in Brentwood, Tennessee, which is the second-largest city in Williamson County behind the county seat of Franklin. According to Forbes Magazine (July 2017), Williamson County is the 7<sup>th</sup> wealthiest county in the United States. Brentwood and Franklin are recognized as two of the fastest growing and most progressive cities in the southeastern United States. Both cities exhibit good accessibility to and from Interstate 65, which bisects Williamson County in a north-south direction. Other municipalities in Williamson County include Nolensville, Thompson Station, Fairview, and Spring Hill.

### **Accessibility**

The area's major north-south traffic routes include Interstate 65, Hillsboro Road, Franklin Road, Mallory Lane, and Wilson Pike. Interstate 65 connects Nashville with Birmingham, Alabama to the south and Louisville, Kentucky to the north. I-65 provides easy access to Nashville's Central Business District to the north. Hillsboro Road is located in the western portion of Williamson County and runs in a generally southwest to northeast direction. Franklin Road parallels I-65 as it connects downtown Nashville with Franklin. Wilson Pike provides access on the east side of the county. Interstate 65 is six lanes from Harding Place south to Highway 96 in Franklin. To alleviate congestion on the fast-growing south side of the county, the Tennessee Department of Transportation (TDOT) recently widened the portion of I-65 between Highway 96 and Interstate 840. The phased project increased travel lanes to four in each direction and provided a new 10-lane bridge at the Goose Creek Bypass interchange.

Primary east-west traffic arteries include Old Hickory Boulevard, Moores Lane, Cool Springs Boulevard, and Highway 96. Interstate 840 is an auxiliary interstate highway consisting of a 78-mile bypass around Nashville with the focal point being Dickson, Hickman, Williamson, Rutherford and Wilson Counties and the cities of Fairview, Thompson's Station, Murfreesboro, Smyrna and Lebanon. Interstate designation was originally planned, but later withdrawn because funding was derived from Tennessee state sources, and the project was completed and numbered in 2012 as a state route. However an application to the American Association of State Highway and Transportation Officials (AASHTO) by TDOT was approved in 2015 to upgrade the state route to Interstate 840.

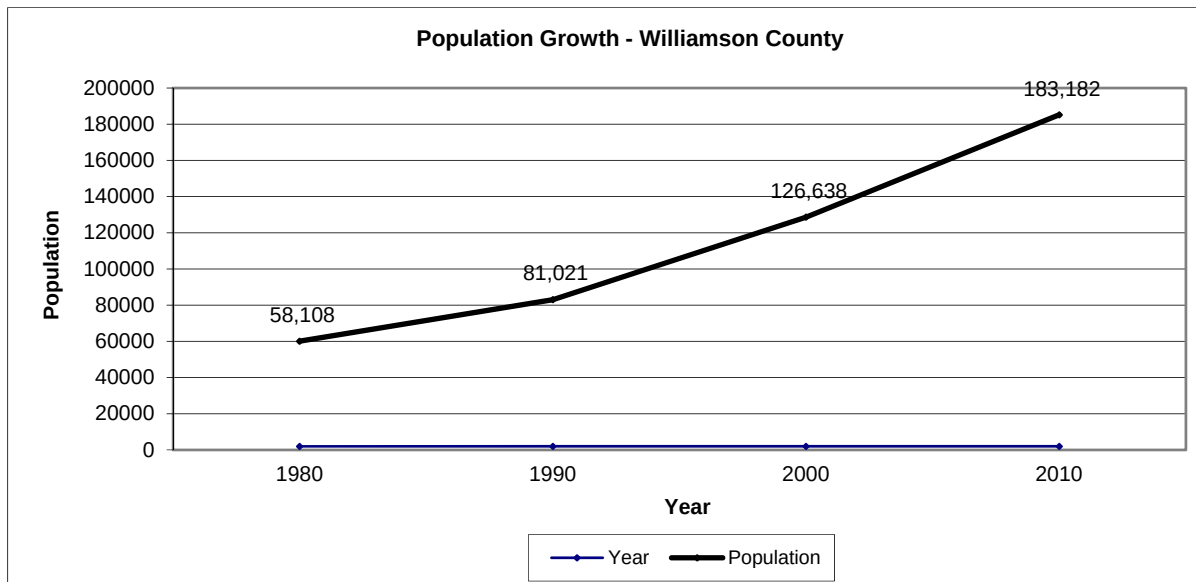
Construction has commenced to extend Mack Hatcher Parkway from Hillsboro Road to Highway 96 West to serve the ongoing Westhaven project. Once Mack Hatcher is connected from Highway 96 West to Columbia Pike, it will encircle the entire City of Franklin and will pass directly through Westhaven. The extension of Mack Hatcher from Hillsboro Road to Highway 96 was originally expected to be completed by 2009, with the “southern” connector from Highway 96 to Columbia Pike taking ten years or more. However, a series of delays resulted in construction of the northwest section not beginning until December 2018. This long-anticipated segment is scheduled to open in November 2021 at a projected cost of \$46 million.

Construction has recently been completed on an extension of Cool Springs Boulevard east of Carothers Parkway, which connects to McEwen Drive. McEwen Drive has also recently been extended from Cool Springs Boulevard West over I-65 to Wilson Pike, with a new interchange along I-65 near the Nissan campus. Recent infrastructure improvements in the Cool Springs area also include the extension of Carothers Parkway from Cool Springs Boulevard to Highway 96 on the east side of I-65. In addition, Carothers Parkway South (extension of South Carothers Road) was recently extended along the east side of Interstate 65 and was designed as a major collector. The project consists of the construction of approximately 2 miles of new roadway, with a bridge crossing over the Harpeth River. The project was graded for a 4-lane divided highway typical section; however, only the eastern 2 lanes were built. This provides an alternate route between Highway 96 and Goose Creek Bypass on the east side of I-65, an underdeveloped area in south Franklin that is currently experiencing significant growth.

## **Population**

According to the most recent estimates provided by the U.S. Bureau of Census, Williamson County had a 2010 population of 183,121, indicating a 30.8% increase over the 2000 census figure of 126,638. The 1990 census figures indicated that Williamson County had a population of 58,108. A comparison of the 1990 and 2000 figures reflects a total growth of 51% over that ten-year period. The population of Williamson County has grown by about 125,000 since 1980, as depicted by the following chart:



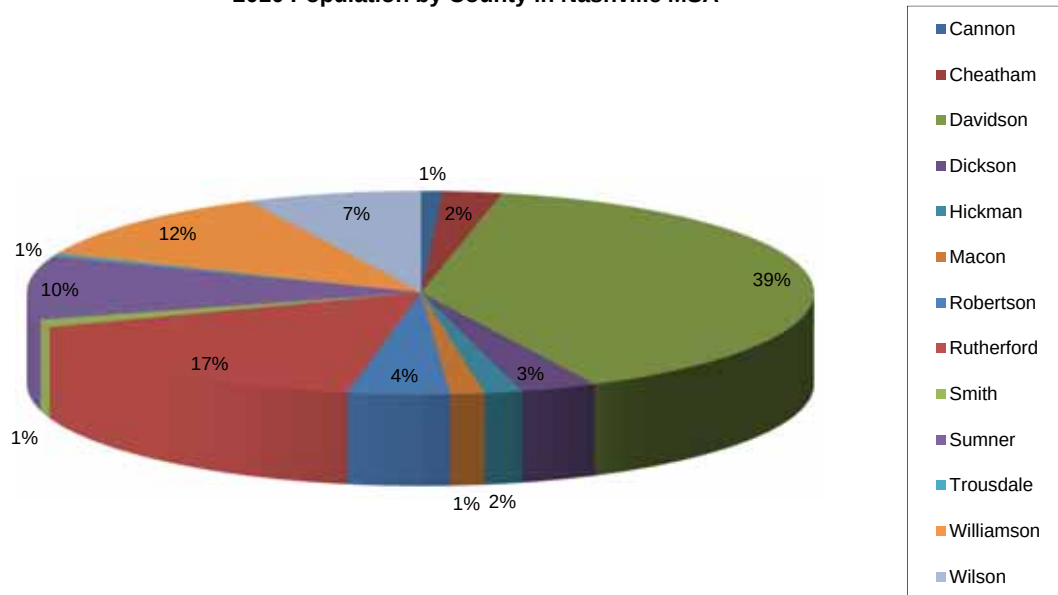


Williamson County's population growth is the highest in the Nashville MSA which consists of Davidson County and twelve periphery counties.

**Nashville MSA Population Growth (1980 - 2010)**

| County            | 1980           | 1990             | 2000             | 2010             | % Change<br>(1980-1990) | % Change<br>(1990-2000) | % Change<br>(2000-2010) |
|-------------------|----------------|------------------|------------------|------------------|-------------------------|-------------------------|-------------------------|
| Cannon            | 10,234         | 10,517           | 12,906           | 13,801           | 2.8%                    | 22.7%                   | 6.9%                    |
| Cheatham          | 21,616         | 27,140           | 35,912           | 39,105           | 25.6%                   | 32.3%                   | 8.9%                    |
| Davidson          | 477,811        | 510,786          | 569,891          | 626,681          | 6.9%                    | 11.6%                   | 10.0%                   |
| Dickson           | 30,037         | 35,061           | 43,156           | 49,666           | 16.7%                   | 23.1%                   | 15.1%                   |
| Hickman           | 15,151         | 16,867           | 22,437           | 24,690           | 11.3%                   | 33.0%                   | 10.0%                   |
| Macon             | 15,700         | 15,968           | 20,445           | 22,248           | 1.7%                    | 28.0%                   | 8.8%                    |
| Robertson         | 37,021         | 41,494           | 54,433           | 66,283           | 12.1%                   | 31.2%                   | 21.8%                   |
| Rutherford        | 84,058         | 118,570          | 182,023          | 262,604          | 41.1%                   | 53.5%                   | 44.3%                   |
| Smith             | 14,935         | 14,183           | 17,791           | 19,166           | -5.0%                   | 25.4%                   | 7.7%                    |
| Sumner            | 85,790         | 103,281          | 130,449          | 160,645          | 20.4%                   | 26.3%                   | 23.1%                   |
| Trousdale         | 6,137          | 5,937            | 7,307            | 7,870            | -3.3%                   | 23.1%                   | 7.7%                    |
| <b>Williamson</b> | 58,108         | 81,021           | 126,638          | 183,182          | 39.4%                   | 56.3%                   | 44.7%                   |
| Wilson            | 56,064         | 67,675           | 88,809           | 113,993          | 20.7%                   | 31.2%                   | 28.4%                   |
| <b>Totals</b>     | <b>912,662</b> | <b>1,048,500</b> | <b>1,312,197</b> | <b>1,589,934</b> | <b>14.9%</b>            | <b>25.1%</b>            | <b>21.2%</b>            |

**2010 Population by County in Nashville MSA**



Every county within the Nashville MSA experienced population growth over the last decade with Williamson and Rutherford Counties leading the way at over 43%. The entire Nashville MSA grew by 22.0% between 2000 and 2010 with Cannon County having the lowest growth rate, reporting an 6.9% increase for the decade. Davidson County also posted a lower growth rate (9.96%) than the rest of the MSA, which suggests adjacent counties serve as bedroom communities for Nashville and some out-migration from Davidson County to the surrounding counties has probably occurred. As mentioned, Franklin, Brentwood, and Spring Hill are the three largest cities in Williamson County and among the fastest growing cities in the state. The information contained in the chart following was obtained from U.S. Census data.

| Area               | 1990           | 2000           | 2010           | % Change<br>(1990-2000) | % Change<br>(2000-2010) |
|--------------------|----------------|----------------|----------------|-------------------------|-------------------------|
| Williamson County  | 81,021         | 126,638        | 183,182        | 56.3%                   | 44.7%                   |
| Franklin           | 20,098         | 41,842         | 62,487         | 108.2%                  | 49.3%                   |
| Brentwood          | 16,392         | 23,445         | 37,060         | 43.0%                   | 58.1%                   |
| Spring Hill        | 1,464          | 7,715          | 29,036         | 427.0%                  | 276.4%                  |
| Fairview           | 4,386          | 5,800          | 7,720          | 32.2%                   | 33.1%                   |
| Nolensville        | 1,570          | 3,099          | 5,861          | 97.4%                   | 89.1%                   |
| Thompson's Station | 494            | 1,283          | 2,194          | 159.7%                  | 71.0%                   |
| <b>Totals</b>      | <b>125,425</b> | <b>209,822</b> | <b>327,540</b> | <b>67.3%</b>            | <b>56.1%</b>            |

As shown, Williamson County reflected a tremendous population growth rate from 1990 to 2010. The city of Franklin has added just over 20,000 people each of the last two decades, which has tripled the size of the city over a period of 20 years. Brentwood's population increased by 43.0% from 1990 to 2000 and then by 58.1% from 2000 to 2010. Spring Hill posted a phenomenal 427.0% increase from a 1990 population of 1,464 in 1990 to 7,715 in 2000. This growth rate has continued at a strong growth rate, increasing by 276.4% from 2000 to 2010, which nearly tripled the size of the city over the 10-year period.

Nolensville and Thompson's Station, both of which were recently incorporated, posted increases of 97.4% and 159.7%, respectively from 1990 to 2000 and rates of 89.1% and 71.0%, respectively from 2000 to 2010. Fairview posted the lowest increase of the incorporated towns within Williamson County, at a respectable 32.2% increase over the ten year term from 1990 to 2000 and continued at a steady rate with an increase of 33.1% from 2000 to 2010.

### **Employment**

Woods & Poole Economics, Inc., a Washington DC research firm, expects Williamson County to add 170,000 over the next 30 years – more than all but two other counties in the United States. According to the data available from the U.S. Census Bureau, the current population of Williamson County is 183,121. While doubling the number of jobs in Williamson County may seem a tad farfetched, consider that the county wide population 20 years ago was a mere 81,021. The recent explosion of Cool Springs with the relocation of multiple corporate headquarters, coupled with the highest rated public school system in Tennessee, seems to suggest that continued outstanding economic growth is likely for the area.

Nashville serves as the major employment center for Williamson County. However, job opportunities in Williamson County have increased along with the overall growth. The overall labor force in Williamson County is predominately composed of white collar executives who occupy professional managerial positions in local and national companies. According to the *Nashville Business Journal 2017-2018 Book of Lists*, the top ten individual employers in Williamson County are as follows:

**Top 10 Williamson County Employers**

|                                      |       |
|--------------------------------------|-------|
| 1. Williamson County School District | 6,173 |
| 2. Community Health Systems          | 4,700 |
| 3. Randstad                          | 4,557 |
| 4. HCA Healthcare                    | 2,002 |
| 5. Nissan North America              | 1,800 |
| 6. Williamson County Government      | 1,245 |
| 7. Williamson Medical Center         | 1,224 |
| 8. UnitedHealthcare                  | 1,184 |
| 9. Mars Petcare US                   | 1,000 |
| 10. Comdata                          | 1,000 |

In addition to the individual employers listed above, Cool Springs Galleria counted as a single unit employs approximately 3,500 people. Commercial activity, both office and retail, in northern Williamson County is concentrated along Franklin Road and Old Hickory Boulevard in Brentwood, within the Maryland Farms and Koger office parks. Office development in central Williamson County includes the 250,000 square-foot Primus (Ford Credit Co.) headquarters and numerous multi-tenant office facilities located in the Cool Springs area, most notably the Corporate Centre campus (+/-1 million square feet) and the Highwoods office buildings (+/-400,000 SF).

The most notable example of the strength of employment opportunities in Williamson County came in late November of 2005, when Nissan North America announced its decision to relocate its national headquarters to the Cool Springs area of Franklin. Nissan occupies 400,000 to 500,000 SF of office space on a 50-acre site along the east side of I-65 just south of Cool Springs Boulevard, adjacent to the Corporate Centre office park. The Nissan campus was completed in 2008, and has added approximately 1,250 employees to the local market at an average reported salary of approximately \$75,000 per year.



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American Healthways began work in the Spring of 2006 on a 230,000 SF office building along the south side of Cool Springs Boulevard opposite the Marriot for their new headquarters. Previously located in Green Hills of Nashville, American Healthways has approximately 600 employees with an average salary in excess of \$85,000. According to company officials, roughly 40% of the American Healthways employees already lived in Williamson County prior to relocation.

Jackson National Life Insurance Co. announced in May 2010 that the One Greenway Centre Building in the Corporate Centre office development in Cool Springs would be the location of a new regional headquarters, employing up to 750 workers. Jackson National's growth plans call for the company to occupy 90,000 square feet of office space in One Greenway Centre by January 2011, adding 30,000 square feet in 2012 and another 30,000 square feet in 2013.

In August 2010 the Internal Revenue Service awarded a \$63 million contract for an approximately 140,000 square foot Class A office building in Cool Springs. The facility is fully leased by the IRS for a 20-year term and is expected to employ more than 700 people. The IRS previously operated an 83,000-square foot call center on Nolensville Pike in south Nashville, but moved all of its operations to this new facility. Construction began in January 2011 and was completed in 2012.

In August 2012, Spectrum Properties/Emery broke ground on a 71-acre mixed-use development known as *Franklin Park*. The project is approved for up to 5 Class A office buildings containing 1.5 million square feet, as well as retail and multi-family uses. Construction began with a \$10 million, 11-acre park featuring a 600-seat amphitheater, 3 miles of walking paths and boardwalks, ponds and open space. Construction began in Summer 2013 on the first speculative office building, *One Franklin Park*, a \$60 million 10-story office tower containing 272,000 SF and parking garage that will be the model for future offices in the development. One Franklin Park broke ground as a speculative project and delivered in the 4<sup>th</sup> quarter of 2014 at 81% leased. Construction of the \$54 million 339-unit multifamily apartment component was completed in Fall 2014.

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In August 2013, Highwoods Properties and SouthStar unveiled plans for a proposed 90-acre mixed-use development to be located in the Cool Springs community of Franklin. Known as *Ovation*, the project will include 1.4 million square feet of office space, 350,000 SF of retail space, a 300-room hotel and an unspecified number of residential units, if completed as currently planned. Reportedly, Highwoods, SouthStar and Bristol Development Group, who has been tapped to lead the apartment/condo work, will over time invest \$700 million in the project. Subsequently, in July 2014 Ovation's co-developer SouthStar, unveiled plans for mixed-use project on an adjoining 30-acre assemblage to be called Franklin Summit. The \$150 - \$200 million project will include medical office space, retail, hotels and restaurants. No hard timeline was reported, and SouthStar has since put the property up for sale. After SouthStar shifted its efforts to Franklin Summit, it sold its interest in Ovation to Atlanta developer Thomas Enterprises, who continues to partner with Highwoods Properties and Bristol Development Group to complete the project, which now has a total price tag approaching \$1 billion.

Williamson County has consistently had one of the lowest unemployment rates in the state. In August 2019 the unemployment rate in Williamson County was 2.5%, which was tied with Sevier as the lowest counties in Tennessee. By comparison, the August 2019 unemployment rate for the state was 3.4% and the unemployment rate for the nation was 3.8%. The Nashville-Murfreesboro, TN MSA reported an August 2019 unemployment rate of 2.7%, with an estimated employed work force of 1,107,043.

Per capita income gains after adjusting for inflation are an important way to assess advances in wealth creation, and should ideally mirror or exceed population growth and inflation. With a stable cost of living at the local level, per capita income gains should translate into genuine improvement in personal spending capabilities. Across several decades, the real per capita income levels in the Nashville region have increased. According to the 2013-2017 American Community Survey, which is conducted by the United States Census Bureau, per capita personal income (in 2017 inflation-adjusted dollars) for each county within the Nashville MSA is summarized as follows:

| <b>2017 Per Capita Personal Income</b> |                 |                                   |
|----------------------------------------|-----------------|-----------------------------------|
| <b>County</b>                          | <b>Income</b>   | <b>% Above/Below<br/>National</b> |
| Cannon                                 | \$24,595        | -21.1%                            |
| Cheatham                               | \$25,673        | -17.7%                            |
| Davidson                               | \$32,347        | 3.8%                              |
| Dickson                                | \$25,211        | -19.1%                            |
| Hickman                                | \$20,936        | -32.8%                            |
| Macon                                  | \$20,666        | -33.7%                            |
| Maury                                  | \$25,872        | -17.0%                            |
| Robertson                              | \$26,441        | -15.2%                            |
| Rutherford                             | \$27,932        | -10.4%                            |
| Smith                                  | \$23,015        | -26.2%                            |
| Sumner                                 | \$30,669        | -1.6%                             |
| Trousdale                              | \$22,863        | -26.7%                            |
| Williamson                             | \$48,482        | 55.5%                             |
| Wilson                                 | \$31,155        | -0.1%                             |
| <b>Tennessee</b>                       | <b>\$27,277</b> | <b>-12.5%</b>                     |
| <b>United States</b>                   | <b>\$31,177</b> | <b>0.0%</b>                       |

According to a recent article in Forbes Magazine, Williamson County is ranked as the 17<sup>th</sup> wealthiest county in the United States, due in large part to a healthcare business that continues to grow, as well as a stable executive base in the Brentwood and Franklin areas. The article further states that it makes sense that suburban median incomes tend to beat out the bigger cities; workers earning big metropolitan incomes look for top-tier schools and space to settle with their families, thus pulling up median incomes in small bedroom communities. Brentwood and Franklin are no exception as the Williamson County school system has been the top ranked public school system in the state of Tennessee for more than two decades.

### **Residential Growth**

Single-family residential subdivisions have recently been developed all over Williamson County, a result of the strong demand for housing in the area. The following chart shows the number of building permits issued for single-family residences in Williamson County (outside incorporated cities), along with in the cities of Franklin, Brentwood, Spring Hill, Nolensville, Thompson's Station and Fairview since 1998.

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| Single-Family Building Permits Issued |            |            |            |             |             |                    |           |
|---------------------------------------|------------|------------|------------|-------------|-------------|--------------------|-----------|
|                                       | Williamson | Franklin   | Brentwood  | Spring Hill | Nolensville | Thompson's Station | Fairview  |
| 1998                                  | 566        | 868        | 187        | 864         |             |                    |           |
| 1999                                  | 496        | 910        | 172        | 406         |             |                    |           |
| 2000                                  | 403        | 644        | 171        | 371         |             |                    |           |
| 2001                                  | 413        | 584        | 257        | 518         |             |                    |           |
| 2002                                  | 352        | 679        | 458        | 746         |             |                    |           |
| 2003                                  | 338        | 726        | 605        | 886         | 18          |                    | 54        |
| 2004                                  | 358        | 846        | 635        | 1069        | 50          |                    | 110       |
| 2005                                  | 440        | 986        | 462        | 1,451       | 168         | 35                 | 114       |
| 2006                                  | 448        | 746        | 495        | 1,413       | 333         | 43                 | 78        |
| 2007                                  | 311        | 549        | 283        | 864         | 224         | 96                 | 49        |
| 2008                                  | 193        | 210        | 105        | 350         | 122         | 13                 | 24        |
| 2009                                  | 139        | 148        | 68         | 180         | 107         | 11                 | 3         |
| 2010                                  | 129        | 286        | 140        | 218         | 131         | 9                  | 8         |
| 2011                                  | 157        | 340        | 239        | 292         | 139         | 37                 | 11        |
| 2012                                  | 239        | 404        | 254        | 405         | 201         | 126                | 25        |
| 2013                                  | 433        | 493        | 225        | 495         | 204         | 140                | 20        |
| 2014                                  | 426        | 498        | 250        | 571         | 154         | 219                | 39        |
| 2015                                  | 432        | 702        | 240        | 586         | 260         | 319                | 60        |
| 2016                                  | 443        | 878        | 175        | 708         | 273         | 192                | 75        |
| 2017                                  | 399        | 675        | 185        | 813         | 313         | 219                | 138       |
| 2018                                  | 347        | 486        | 120        | 753         | 335         | 183                | 54        |
| <b>Average</b>                        | <b>355</b> | <b>603</b> | <b>273</b> | <b>665</b>  | <b>190</b>  | <b>117</b>         | <b>54</b> |

As shown by the preceding table and graph, residential construction climbed steadily in the mid 1990's, peaking in the late 1990's, and decreasing somewhat in 2000 and 2001. Residential construction increased steadily between 2002 and 2005, and decreased slightly in 2006, before decreasing significantly in 2007, 2008 and 2009. Since 2010, residential construction continued to climb, with year-over-year gains reflected in most communities through 2015. The most recent data suggests that more affordably priced communities such as Spring Hill, Nolensville and Fairview have continued to experience year-over growth, while the higher price markets, i.e., Franklin and Brentwood, have begun to level.

Historical growth in Williamson County is partially attributed to its top ranked public school system in the state of Tennessee for more than two decades. Five Williamson County schools are listed among the top high schools in the nation according to the *US News and World Report's* annual listings. Brentwood High, Ravenwood High, Franklin High, Page High and



Independence High all made the 2013 list of America's Best High Schools. "The formula used for the *US News and World Report's* ranking is based on student achievement on the End-of-Course assessments for Algebra I and English II and the number of seniors who took and passed an Advanced Placement exam before or during their senior year," said Ravenwood High School Principal Dr. Pam Vaden. "The credit goes to the teachers of these courses, who work collaboratively as a team to guarantee a quality education for all students." According to the rankings, Brentwood and Ravenwood high schools were the highest ranked non-magnet schools in Tennessee.

**Williamson County High School Rankings**

| School            | Tennessee Rank | National Rank | Category     |
|-------------------|----------------|---------------|--------------|
| Brentwood High    | #4             | #227          | Gold Medal   |
| Ravenwood High    | #5             | #474          | Gold Medal   |
| Franklin High     | #8             | #1,012        | Silver Medal |
| Page High         | #15            | #1,316        | Silver Medal |
| Independence High | #17            | #1,476        | Silver Medal |

**Conclusion**

In summary, Williamson County, along with most of Franklin, Brentwood and Spring Hill, has experienced considerable growth in all sectors of the real estate market including residential, retail, office, apartment, and lodging over the last several years. New development is underway in all categories and the area's strong demographics and restrictive zoning provide assurance that managed growth will continue in the foreseeable future, based on the following key points:

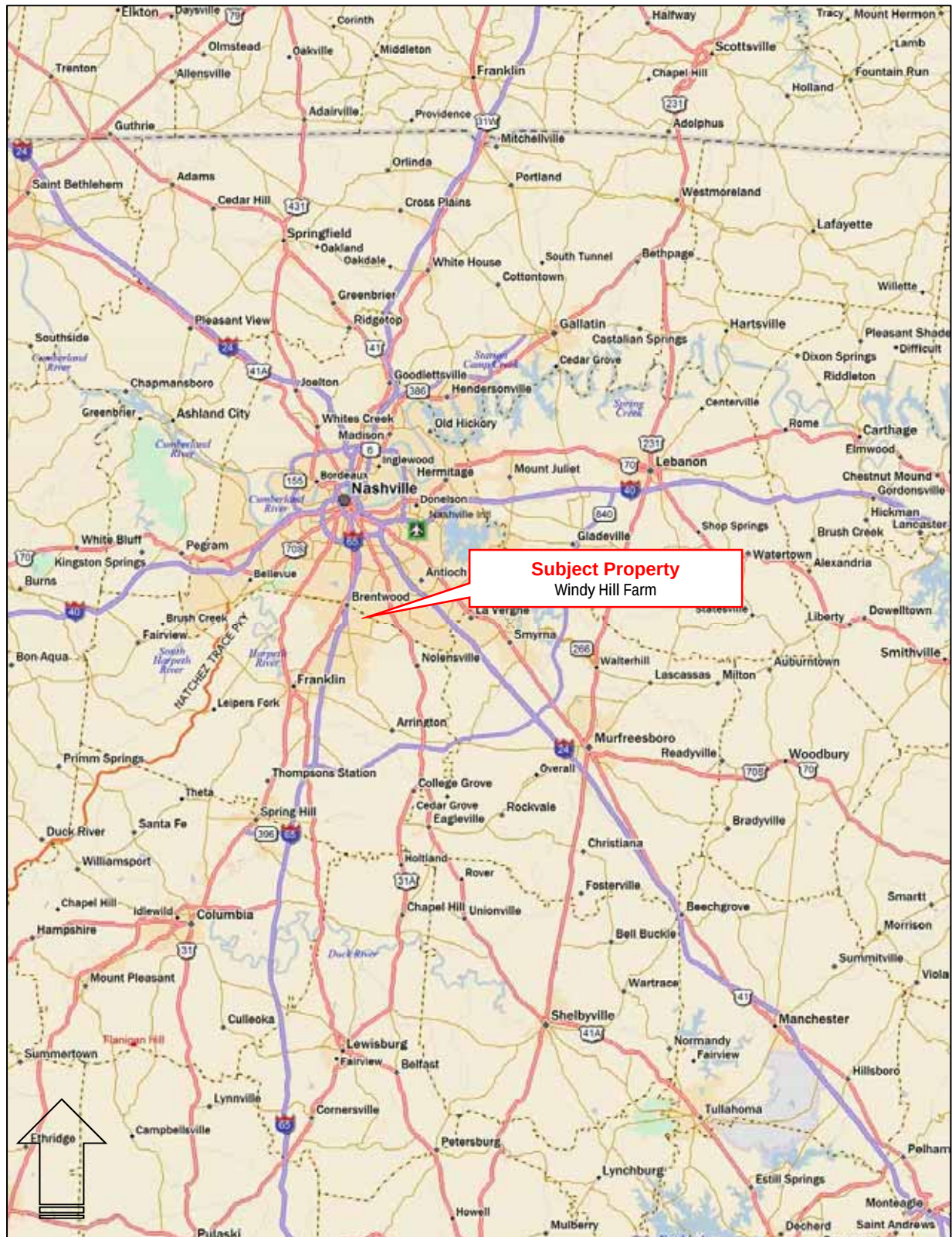
- **Williamson County's good reputation as a quality suburban location** - The existing and proposed residential development within Williamson County have acquired considerable prestige throughout the MSA, with large houses situated on fairly large lots. Also, due to the excellent private and public school systems present in the county,

Williamson County is particularly popular among residents new to the metropolitan statistical area.

- **Williamson County's accessibility to major employment and retail centers** - Franklin and most of the northern portion of the county are within 15 to 20 minutes of downtown Nashville, the airport, and other major employment concentrations (Maryland Farms, Cool Springs). This makes the county an excellent residential location for executives and professionals working in the major office centers. The presence of Cool Springs Galleria, the largest shopping mall in the state, in the heart of the county also attributes to the appeal of the county for residents.
- **New employment centers emerging within Williamson County** - Residential areas that attract executives ultimately become good locations for office development. This is evidenced by the recent construction taking place within the Cool Springs area, and the numerous headquarters and regional headquarters affiliated with both private and public companies relocating to the area.

An area map is included on the following page.

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## **NEIGHBORHOOD DESCRIPTION**

**General Boundaries:** The neighborhood is located in Brentwood, Tennessee, east of the Town Center. General boundaries include Davidson County to the north, Concord Road to the south, Edmondson Pike to the east and Interstate 65 to the west.

**Access/Transportation:** The principal arterial serving the area is Old Hickory Boulevard (TN 254), which was designed to provide regional mobility and features four travel lanes plus a continuous center turn lane.

Concord Road (TN 253) is another arterial serving the area, providing access along the south margin of the neighborhood. It features an abundance of access, including individual site driveways, and connects the neighborhood to higher-capacity facilities, including Franklin Road (US 31), Interstate 65 & Nolensville Pike (US 31A).

Wilson Pike (TN 252) is a two-lane scenic arterial designed to provide regional mobility prior to the completion of the interstate system. It features an abundance of access, including individual site driveways, and connects the neighborhood to higher-capacity facilities, including Concord Road & Murfreesboro Road (TN 96).

Interstate 65 bounds the neighborhood to the west and is accessible from interchanges with Old Hickory Boulevard & Concord Road. I-65 is a six-lane controlled access interstate highway with an "HOV" lane for use by high occupancy vehicles during peak commuting times.

**Land Uses/Percent Built-Up:** The neighborhood is approximately 80% built-up at this time and reflects traditional suburban development in built up areas. The development pattern is weighted toward single-family residential. Density is relatively low due to the dominant residential zoning districts of R-2 & OSRD limiting development to one unit per acre. The typical housing character is a one or two-story dwelling on a platted lot. The existing stock ranges from new to 50 years, with newer product exceeding the existing inventory in both quality and price point. Central areas of the neighborhood are rural in character but have an emerging suburban residential development pattern.



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Commercial development exists along the neighborhood's periphery and includes office, lodging, assisted living and club/recreational uses. The typical improvement is a low to mid-rise structure with open parking. The inventory ranges from 10 to 30 years old, with offices, the dominant commercial use, generally competing in the Class B market.

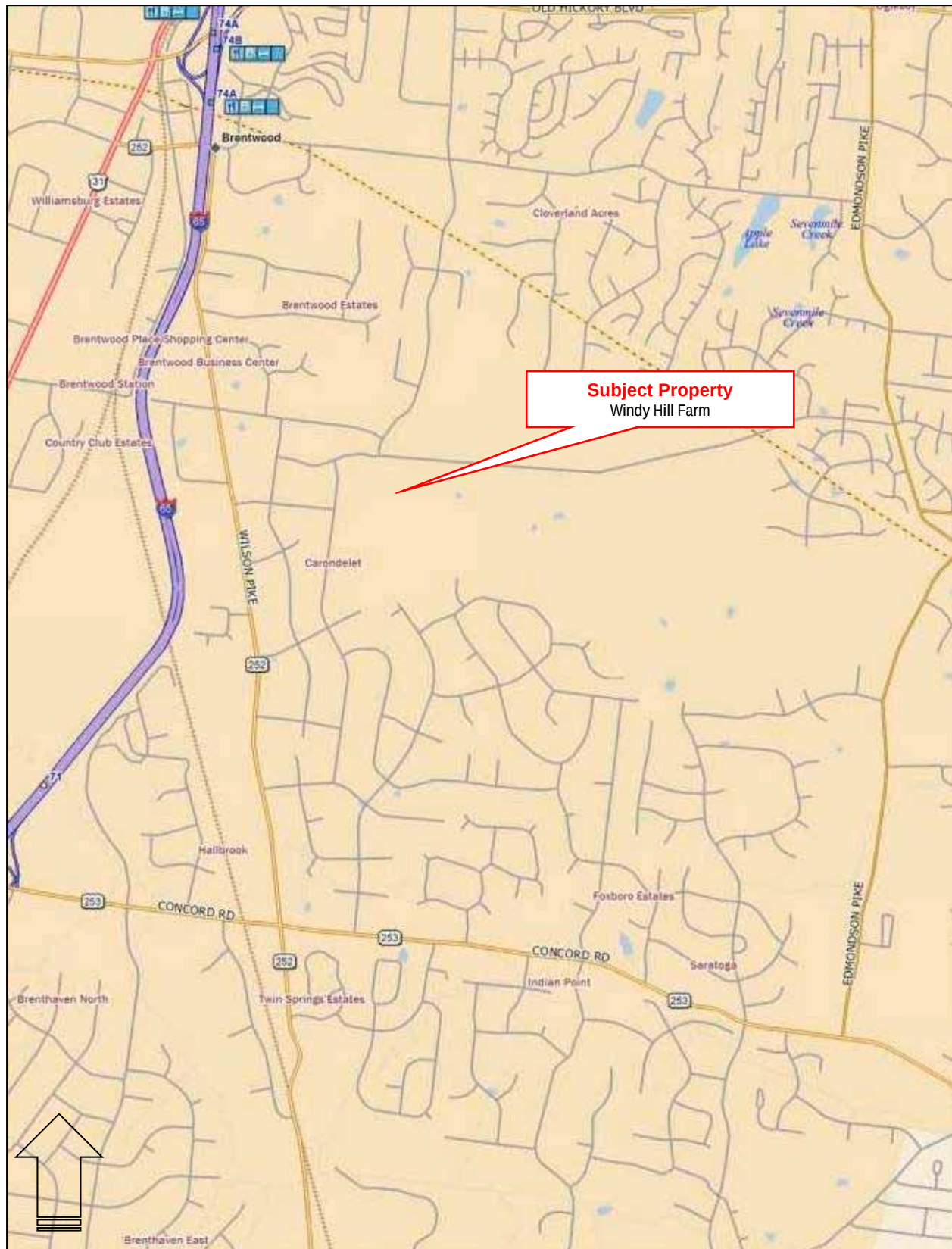
Community support facilities such as schools, churches, parks, etc. are present throughout the neighborhood. Schools are operated by the Williamson County School System, a top performing district in the state. Emergency services such as 911 dispatch, police and fire are provided by the City of Brentwood.

**Competitive Advantages & Disadvantages:** Competitive advantages include the neighborhood's convenient location and accessibility, its impressive growth and prosperity and its recognition as one of the most desirable places to live in the nation. In addition, the acclaim of the Williamson County school district, recognized as one of the best public school systems in the country, ensures strong demand for single-family residences throughout the city. The existing infrastructure is suitable to serve the existing low-density residential development, but may require upgrades to support additional growth, particularly in central underdeveloped areas accessible from Old Smyrna Road, which is a constrained facility. The only disadvantage is the depleting inventory of land available for development.

**Conclusion:** The neighborhood is an affluent suburban community south of Nashville, Tennessee that benefits from convenient access to roads, employment centers, retail shopping and dining, and a top-rated school system. Development pressure is intense throughout region, but high barriers to entry and restrictive zoning reduces the likelihood of the neighborhood becoming overbuilt relative to other areas of the Nashville MSA. The outlook is excellent and property values are expected to continue appreciating in the foreseeable future.

A neighborhood map is included on the following page.

**NEIGHBORHOOD MAP**



## **ZONING & LAND USE DATA**

The subject is located within the zoning jurisdiction of the City of Brentwood and has a base zoning of R-2, Suburban Residential. Overlay districts include FLD, Flood Hazard. The following descriptions were taken from *The Zoning Ordinance of Brentwood, Tennessee*.

### **R-2, Suburban Residential District**

*It is the intent of this division to provide suitable areas for low density residential development characterized by traditional suburban neighborhoods so as to minimize the overall traffic impact on streets and to ensure that such development can be handled within the capacity of the sanitary sewer system of the city. Development in this district shall consist of detached single-family residences within planned subdivisions on a minimum lot size of one acre. Within the suburban residential (R-2) districts as shown on the zoning map of the city, the regulations set out in this division shall apply.*

### **Permitted Uses**

The following uses are permitted within the R-2 zoning districts:

- 1. General farming activities such as the raising of trees, field and plant crops, breeding and keeping of domestic animals and any similar agricultural uses, provided the minimum lot size is three acres.*
- 2. Detached single-family residences.*
- 3. Designated open space including leisure type facilities within a planned residential subdivision.*
- 4. Accessory buildings customarily incidental to the above uses.*
- 5. Home occupations.*
- 6. Accessory uses such as:*
  - a. Swimming pools, tennis courts, pet enclosures, play structures and satellite dish antennas, including related pads, decks, patios, hard surfaces and enclosures.*
  - b. Gazebos.*
  - c. Arbors, pergolas and similar freestanding open air structures.*
  - d. Portable storage structures.*
  - e. Windmills.*
- 7. Bed and breakfast lodges, subject to specific requirements.*

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8. *Garage sales.*
9. *Consignment sales.*
10. *Merchandise sales.*
11. *Mobile food vending associated with events conducted by homeowner or property owner associations or with other special events approved by the planning commission.*

**Technical Standards**

| Minimum Lot Requirements |                | Minimum Yard Requirements |               |               |                            | Land Use Intensity Ratios               |                            |
|--------------------------|----------------|---------------------------|---------------|---------------|----------------------------|-----------------------------------------|----------------------------|
| Area<br>(Sq. Ft.)        | Width<br>(Ft.) | Front<br>(Ft.)            | Side<br>(Ft.) | Rear<br>(Ft.) | Maximum<br>Height<br>(Ft.) | Maximum<br>Gross Density<br>(D.U./Acre) | Maximum<br>Lot<br>Coverage |
| 1 acre                   | 125            | 75                        | 20            | 30            | 52                         | 1.0                                     | 25%                        |

**Sewer Connection Requirement**

*No parcel within an R-2 district may be subdivided into lots less than five acres unless provisions are made by the property owner to provide sanitary sewer service from the city to each newly created lot in a manner and method acceptable to the city manager or his designee. This requirement may be waived by formal resolution of the board of commissioners, provided a connection is made to another public sewer system or the use of a septic tank, drainfield or other private sewage treatment facility is authorized in advance for each parcel by the county health department.*

**Flood Hazard District**

*The flood hazard district is established to meet the needs of the city's rivers and local tributaries to carry the abnormal flows of water in times of flood; to prevent encroachment into the district which would increase flood heights and flood damage; and to prevent the loss of life and excessive damage to property in the area of greatest flood hazard.*

**Special Standards for Floodways**

*Located within the special flood hazard areas 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:*



- 1. Except as otherwise permitted in subsections (2), (3) and (4) 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 the effective Flood Insurance Study for the city.*
- 3. Nonsubstantial vertical additions to existing dwellings and nonsubstantial interior renovations within the existing building footprint may be permitted.*
- 4. 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.*

**Standards for Areas Other than the Floodway.**

*In all areas of special flood hazard other than the floodway, the following additional provisions 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 five 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.*

*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. 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.*

### **Land Use**

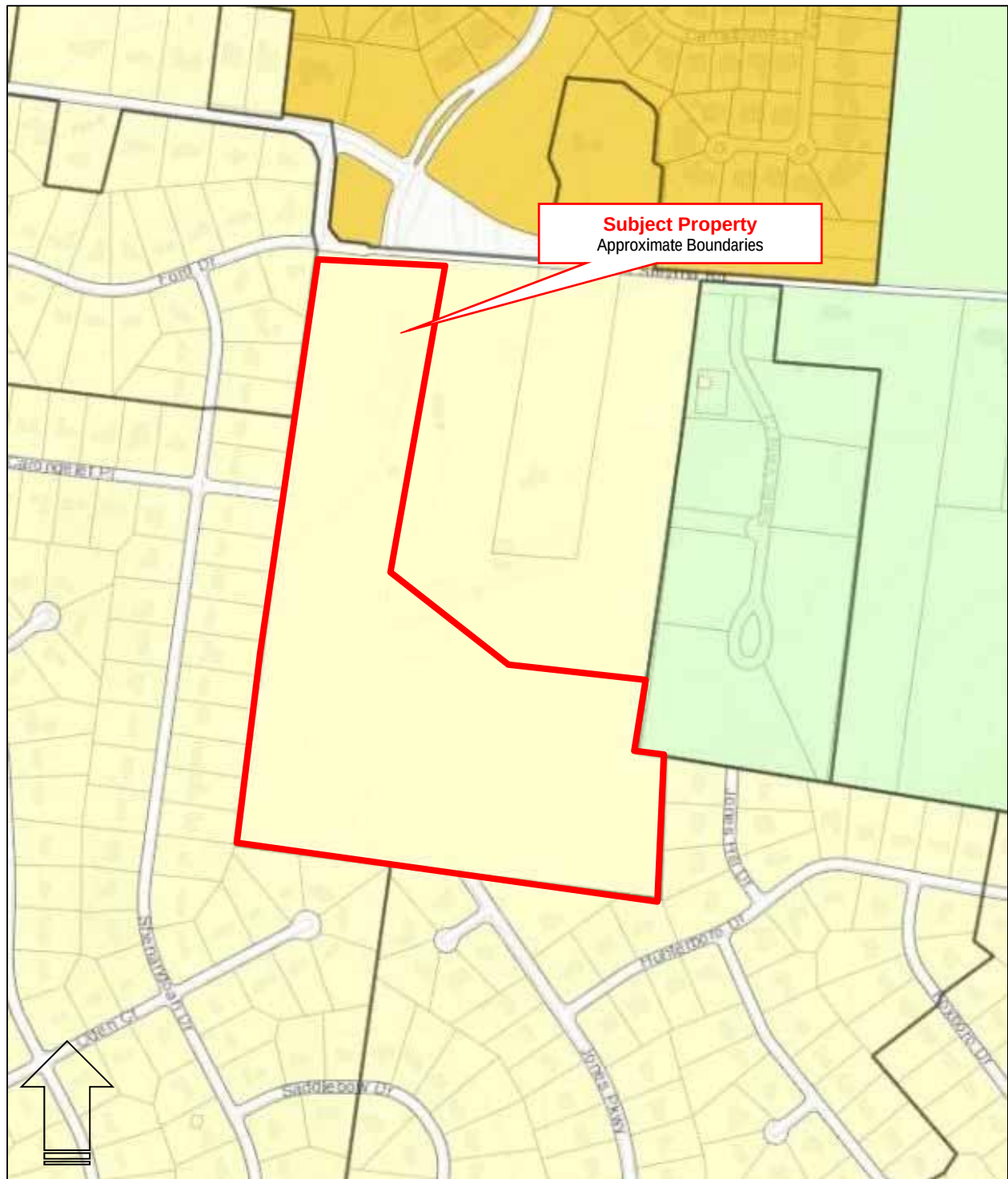
The Brentwood 2030 Plan identifies the subject site as potentially developable land upon which change is likely. The R-2 zoning is identified, suggesting low-density residential uses are envisioned. Planned roadway projects that will directly impact the property include the widening of Old Smyrna Road to 2/3 lanes with a multi-use path to accommodate pedestrians and cyclists, the extension of Old Smyrna Road to Franklin Road with a bridge over Interstate 65 and the extension of Jones Parkway between its existing termination points at the north and south ends of the subject property. Another interstate interchange between Old Hickory Boulevard and Concord Road is envisioned, which would promote access to the central areas of the neighborhood.

### **Conclusion**

The subject is vacant land and is therefore assumed to comply with all applicable zoning regulations. Analysis of the current zoning code reveals that agricultural and low-density residential uses are permitted by right. The land use plan supports those uses presently allowed by zoning. Review of a furnished concept plan revealed that the subject property could support approximately 31 one-acre residential lots under current zoning.

A zoning map is included on the following page.

**ZONING MAP**





### **PROPERTY TAX DATA**

Reappraisals are mandated by the state to occur every four, five, or six years. Williamson County is on a five-year cycle. The purpose of a reappraisal is to bring property values to current market value and maintain equalization through the county. The last reappraisal occurred in 2017; however, property taxes are not automatically increased as a result of a reappraisal because of Tennessee's Certified Tax Rate (CTR) law. The CTR law prevents an automatic increase in tax liability by requiring local taxing authorities to recalculate the property tax rate and set it back to a level that would produce the same amount of tax revenues countywide as before reappraisal, excluding new construction values. The law does not prevent local taxing authorities from increasing the tax rate after the CTR adjustment in order to meet their budgets. The following table shows the combined historical tax rates for Williamson County and its municipalities over the past several years.

| <u>Year</u> | <u>County</u> | <u>Franklin</u> | <u>Franklin/FSSD</u> | <u>Ninth/Outside</u> | <u>Brentwood</u> | <u>Fairview</u> | <u>Nolensville</u> | <u>Spring Hill</u> | <u>Th. Station</u> |
|-------------|---------------|-----------------|----------------------|----------------------|------------------|-----------------|--------------------|--------------------|--------------------|
| 2012        | \$2.3100      | \$2.5765        | \$3.3275             | \$3.0610             | \$2.7000         | \$2.8950        | \$2.4100           | \$2.8500           | \$2.3630           |
| 2013        | \$2.3100      | \$2.5765        | \$3.3540             | \$3.0875             | \$2.7000         | \$2.8950        | \$2.4100           | \$2.8500           | \$2.3630           |
| 2014        | \$2.3100      | \$2.6065        | \$3.3840             | \$3.0875             | \$2.7000         | \$2.8950        | \$2.4100           | \$2.7903           | \$2.3630           |
| 2015        | \$2.3100      | \$2.6065        | \$3.4606             | \$3.0541             | \$2.7000         | \$3.2600        | \$2.4100           | \$2.7903           | \$2.3630           |
| 2016        | \$2.1500      | \$2.4576        | \$3.0966             | \$2.6790             | \$2.4600         | \$2.9765        | \$2.2500           | \$2.5781           | \$2.2030           |
| 2017        | \$2.1500      | \$2.4876        | \$3.1066             | \$2.7960             | \$2.4900         | \$3.0065        | \$2.2800           | \$2.6081           | \$2.2230           |
| 2018        | \$2.1500      | \$2.5076        | \$3.1566             | \$2.7990             | \$2.5100         | \$3.0265        | \$2.3000           | \$2.7469           | \$2.2530           |
| 2019        | \$2.2200      | \$2.5776        | \$3.2266             | \$2.8090             | \$2.5800         | \$3.0965        | \$2.3700           | \$3.0769           | \$2.3230           |

### **Tax Identification**

The subject is currently identified as part of Parcel 43.00 on Williamson County Tax Map 29.

### **Appraisal & Assessment Calculations**

Real estate in Tennessee is subject to ad valorem (according to value) taxation and the assessed value for residential property is normally calculated as 25% of fair market value. In addition, the subject is currently classified as agricultural land under the Greenbelt Law (Agricultural, Forest and Open Space Land Act of 1976). This law requires the Tax Assessor to identify a "Use Value" of the property in question. The assessment ratio is then applied to the use value rather than the fair market value typically utilized. This law enables large land holders to decrease the amount of taxes paid for undeveloped land. The Williamson County Assessor's Office uses cost, market, and income approaches in compliance with the Uniform Standards of Professional Appraisal Practice, the policies of the International Association of

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Assessing Officers, and the rules of the State Board of Equalization to estimate the values of property.

**Taxing Jurisdictions & Rate**

The property is located in the taxing jurisdictions of Williamson County and the City of Brentwood, which have a combined 2019 tax rate of \$2.58 per \$100 of assessment.

**Assessment & Liability**

The subject's current tax assessment & liability data is summarized below:

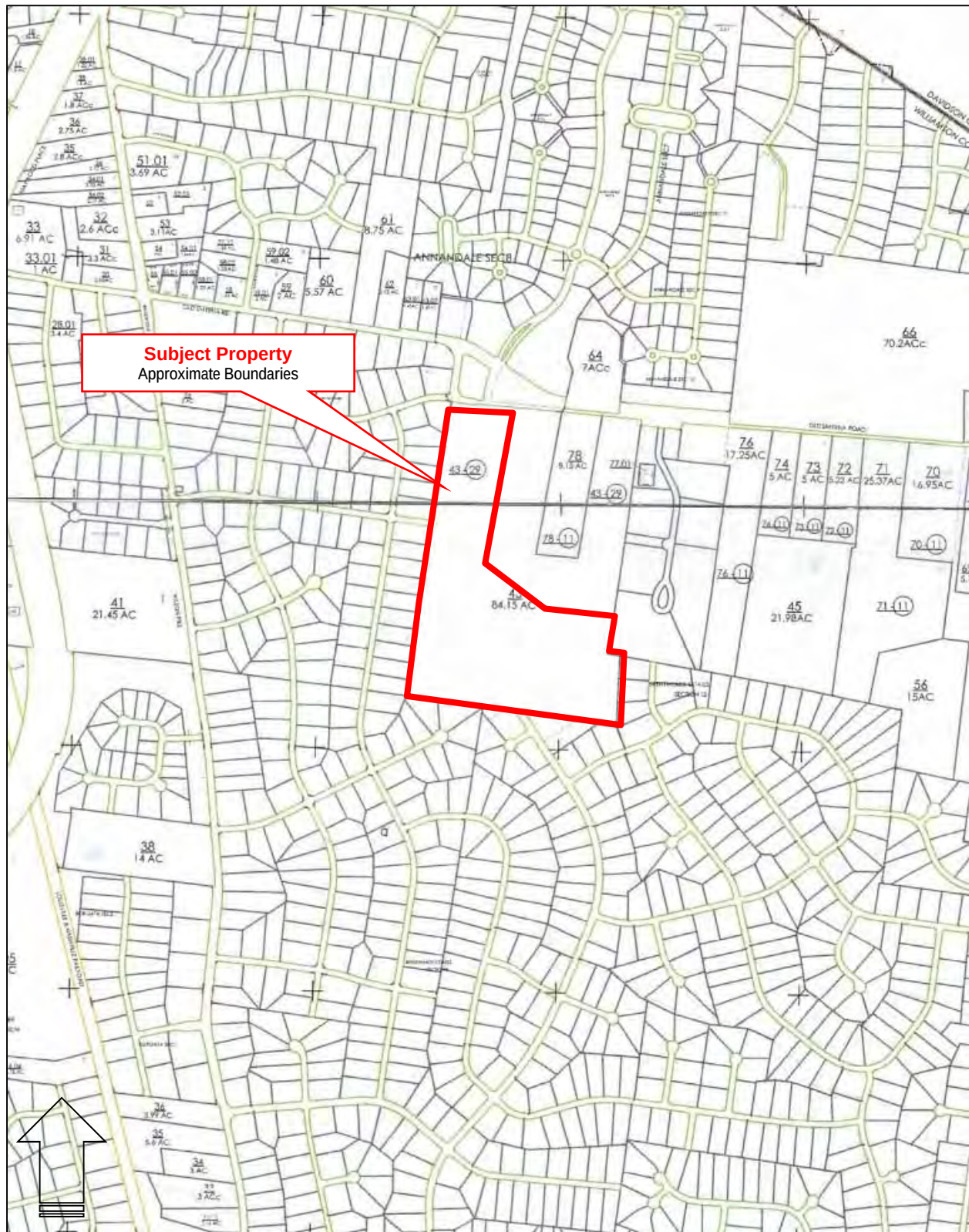
| <b>Tax Liability Calculation</b> |                              |                           |
|----------------------------------|------------------------------|---------------------------|
| <b>Component</b>                 | <b>84.15-Ac Parent Tract</b> | <b>52.1-Ac Allocation</b> |
| Land value                       | \$4,857,100                  | \$3,006,545               |
| Improvement value                | <u>4,800</u>                 | <u>0</u>                  |
| Total appraisal value            | \$4,861,900                  | \$3,006,545               |
| Greenbelt use value              | \$120,600                    | \$74,651                  |
| Improvement value                | <u>4,800</u>                 | <u>0</u>                  |
| Total use appraisal              | 125,400                      | 74,651                    |
| Assessment ratio                 | 25.0%                        | 25.0%                     |
| Assessment total                 | \$31,350                     | \$18,663                  |
| Tax rate                         | <u>0.0258</u>                | <u>0.0258</u>             |
| <b>Property tax liability</b>    | <b>\$809</b>                 | <b>\$482</b>              |

According to the Williamson County Trustee's Office, the subject's 2019 property taxes are due and payable in the amounts shown above by February 28, 2020. There are no past due or unpaid taxes owed from prior years.

**Tax Analysis & Conclusion**

The current tax liability of the subject's 84.15-acre parent tract is \$809. The allocation to the 52.1-acre subject is approximately \$482. Under Greenbelt Law, a land owner who wishes to no longer participate in this program may have the Greenbelt classification removed from the property; however, "Rollback" taxes for the three years prior to reclassification are assessed. Rollback taxes are calculated by subtracting taxes paid based on a Use Value Assessment from taxes owed based on the Fair Market Value Assessment.

**TAX MAP**



**SITE DATA**

The appraised property is part of an existing 92.3-acre historic farm known as Windy Hill and is located at 9132 Ford Drive in Brentwood, Tennessee. The physical features of the site are described as follows:

|                             |                                                                                                                                                                                                                                                                      |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Size:</b>                | 52.1± acres of an 84.15-acre parcel                                                                                                                                                                                                                                  |
| <b>Shape:</b>               | Irregular                                                                                                                                                                                                                                                            |
| <b>Frontage:</b>            | 500'± on the south side of Old Smyrna Road (40' ROW, improved), much of which has been closed to thru-traffic; Jones Parkway (60' ROW, improved) terminates at the south property line & Carondelet Place (50' ROW, unimproved) terminates at the west property line |
| <b>Ingress/Egress:</b>      | Road frontage                                                                                                                                                                                                                                                        |
| <b>Visibility/Exposure:</b> | Good/Average; the site is clearly visible from its accessible road frontage along Old Smyrna Road, a low-capacity, constrained facility accommodating an average annual daily traffic count of 2,946 vehicles (TDOT, 2018)                                           |
| <b>Topography:</b>          | Rolling pasture traversed by a blue line stream (Little Harpeth River Tributary 4) that creates a floodway and floodplain along the west margin of the property                                                                                                      |
| <b>Drainage:</b>            | Surface runoff along the natural contours of the land                                                                                                                                                                                                                |
| <b>Subsoil:</b>             | We were not provided a soil study of the site, but it is assumed that the subsoil is of sufficient strength and load bearing capacity to permit the construction of approved residential structures                                                                  |
| <b>Floodplain:</b>          | FEMA FIRM 47187C0094G, last revised on December 22, 2016. The subject is partially located in floodway & floodplain of the Little Harpeth River Tributary 4 (Zone AE). See item 14 in General Assumptions and Limiting Conditions.                                   |
| <b>Utilities:</b>           | All public utilities, including sewer, water, electricity, natural gas and telephone service are available to the site in sufficient quantity to serve improvements approved by zoning                                                                               |
| <b>Easements:</b>           | None detrimental; a 20'-wide sanitary sewer easement generally parallels the Little Harpeth River Tributary 4                                                                                                                                                        |
| <b>Impervious Surfaces:</b> | Farm structures, perimeter fencing and dry-stack stone walls                                                                                                                                                                                                         |
| <b>Offsite:</b>             | Old Smyrna Road is a two-lane historic street that links Wilson Pike and Edmondson Pike, providing east-west access through the least developed area of the neighborhood. It is a 40'-wide constrained                                                               |



facility with traffic calming measures, i.e., speed humps, signage, etc., that city planners have identified as in need of upgrades. The Major Thoroughfare Plan calls for the improvement/realignment of Old Smyrna Road to include 2/3 travel lanes, shoulders, turn lanes and an adjoining multi-use path.

**Surrounding Uses:** North – Upper-bracket single-family residential subdivision  
South – Upper-middle bracket single-family residential subdivision  
East – Upper-bracket large-lot residential subdivision  
West – Middle-bracket single-family residential subdivision

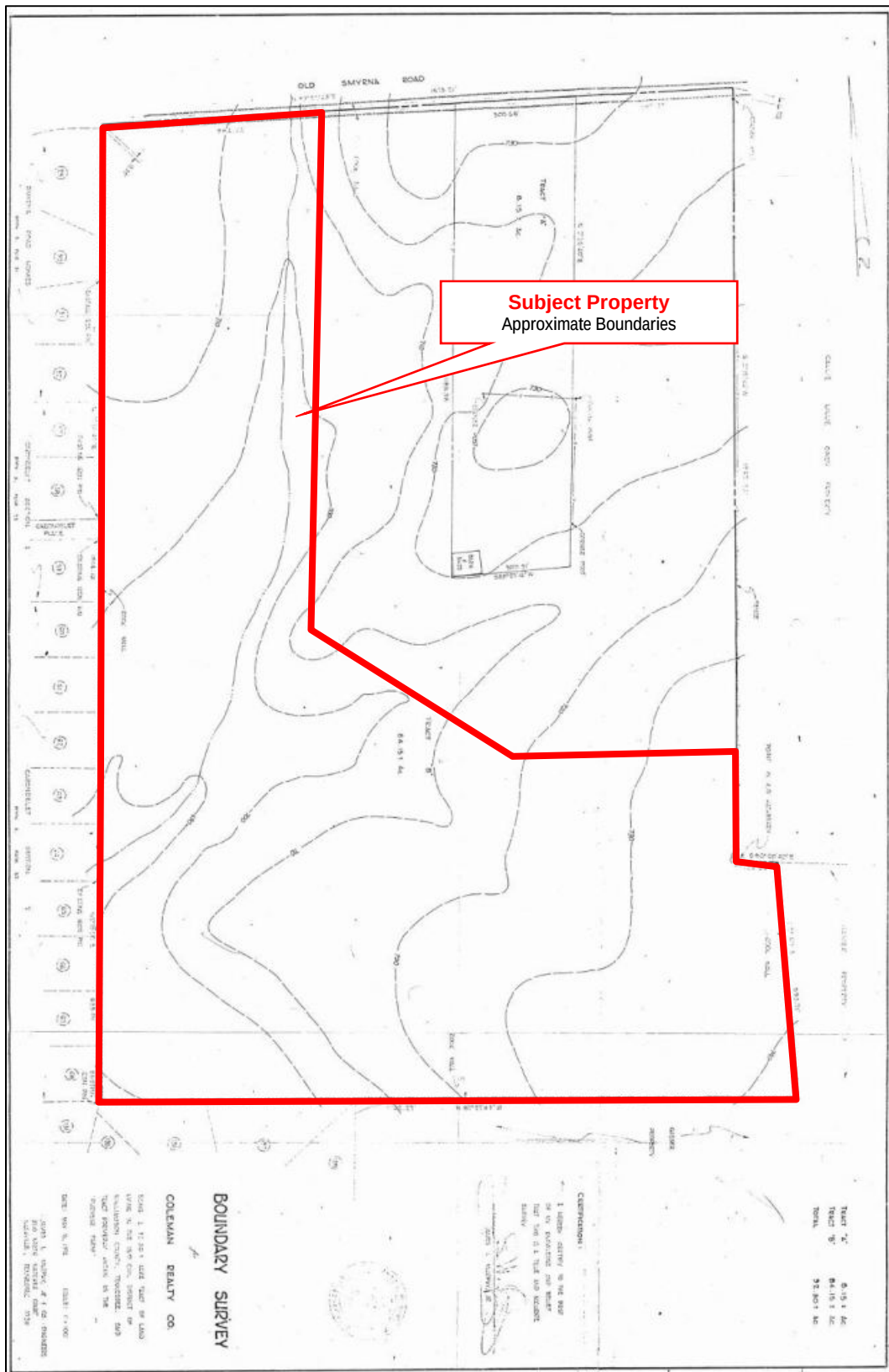
**Environmental:** *The existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property. The presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property. The value estimated is based on the assumption that no such condition on or in the property or in proximity would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.*

**Development  
Potential:**

The current zoning and land use plan support development on the property to an overall density of 1 unit per acre, with a minimum lot area of 1 acre. We were furnished with a concept plan illustrating a potential subdivision that conforms to the current R-2 zoning as well as a plan illustrating a development conforming to the more intense OSRD district, both of which provide evidence of the property's development potential.

**Conclusion:** The subject is a 52.1-acre portion of the historic Windy Hill Farm in Brentwood, Tennessee. The topography is rolling pasture (with a level area sufficient for an airplane landing strip) that is traversed by a blue-line stream that diminishes the usable area to some degree, but the tract could support the approximately 31 one-acre lots permitted by current zoning and land use policy. All public utilities are available and there are no easements or encumbrances that are detrimental to utility or value. Overall, the property is well suited for the existing agricultural use or single-family residential development.

**SURVEY**



**AERIAL IMAGE**



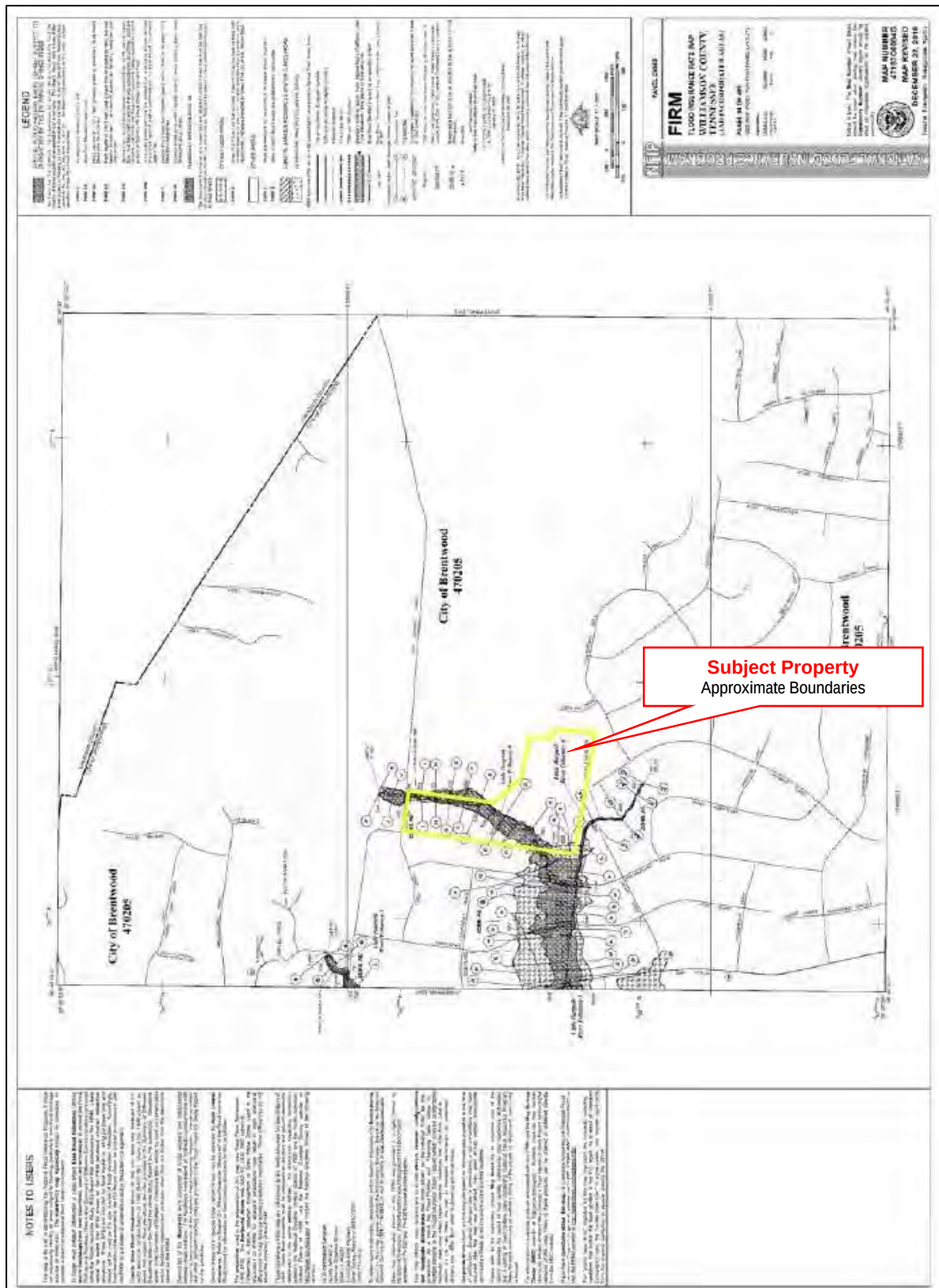


**FURNISHED LAND AREA EXHIBIT**

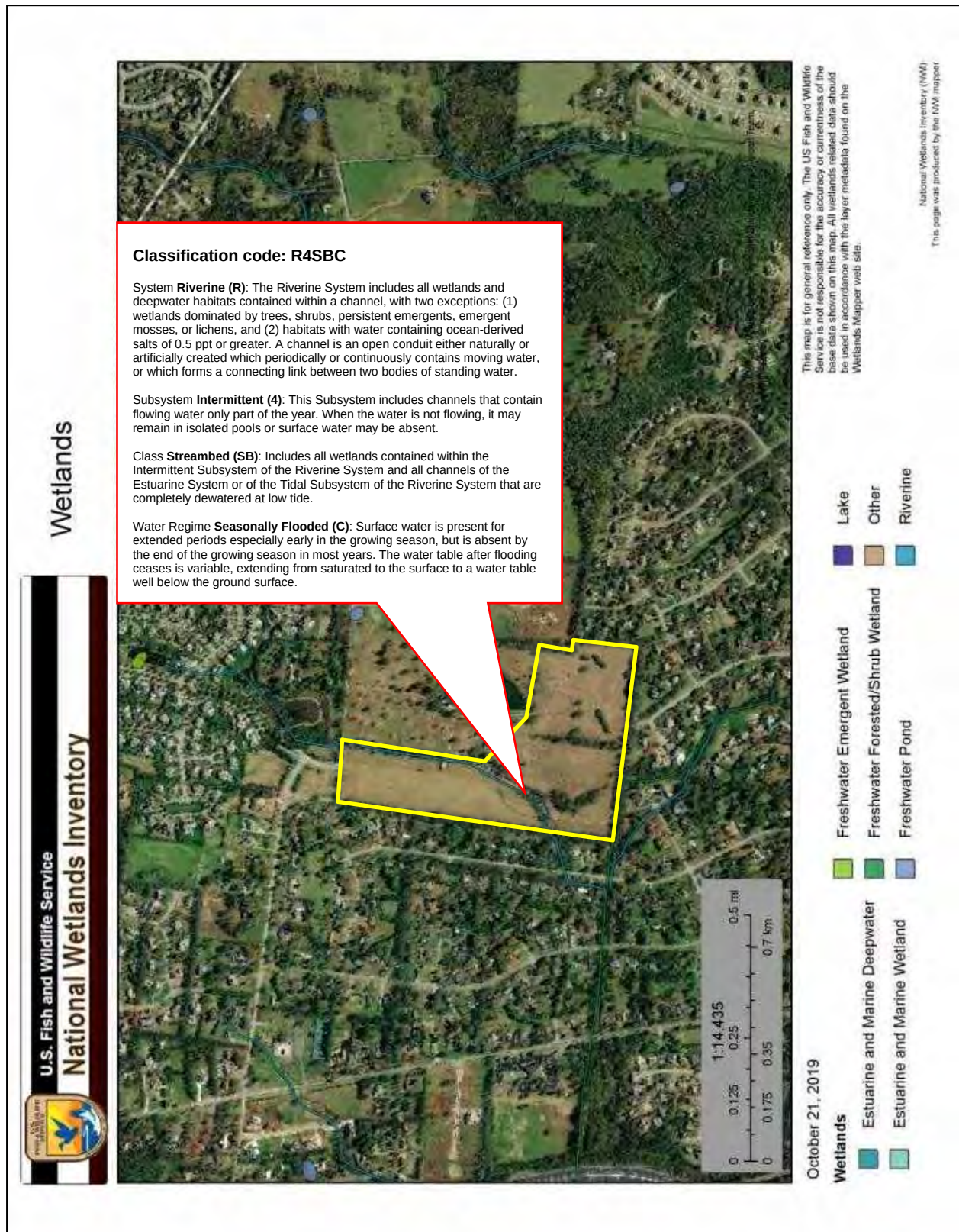




# FEMA FLOOD INSURANCE RATE MAP



## WETLANDS MAP





**FURNISHED CONCEPT PLAN**



**SITE PHOTOGRAPHS**



Westerly view of Old Smyrna Road



Westerly view of southern boundary



Typical terrain



Small aircraft landing strip



Little Harpeth River Tributary 4



Little Harpeth River Tributary 4



### **HIGHEST AND BEST USE**

Highest and best use is defined as, *“the reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”*

The definition indicates that there are two types of highest and best use. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. The highest and best use of an improved property will only be for another use when the value of the land as if vacant exceeds the value of the property as improved plus demolition costs.

**Legally Permissible:** The subject property is 52.1 acres of unimproved agricultural land that is zoned R-2, Suburban Residential, which is intended to allow for primarily low-density residential development and agricultural uses. Development to an overall density of 1 unit per acre, with a minimum lot area of 1 acre, is permitted by right in this district. The subject has existed in its present configuration for a number of years and is therefore assumed to comply with all existing zoning regulations.

**Physically Possible:** The property's location, size, shape, access, utility, availability and terrain render it suitable for those uses approved by zoning. The property can legally be developed to a density of one unit per acre, with a one-acre minimum lot size; however, environmentally sensitive areas created by the Little Harpeth River Tributary 4 result in some loss of utility. Based on furnished information, the development potential under current zoning is approximately 31 one-acre lots, resulting in a density of 0.6 units per acre.

**Financially Feasible:** Any use of the subject site that provides a financial return in excess of the cost of the land and amortized cost of capital limits those uses which are financially feasible. The level of investment exhibited by current construction activity throughout the area provides the most compelling evidence that current market fundamentals warrant new residential housing at this time. Given current development costs, lot prices and absorption trends reflected in the local market, developing the 52.1-acre tract with a 31 unit subdivision is considered to be

financially feasible at this time. Alternatively, the subject could remain undeveloped together with its parent tract, Windy Hill Farm, which would be attractive to the conservation-minded buyer market, which is comprised of a relatively small group of investor/owners but is very active in this region.

**Maximally Productive:** Taking all of the aforementioned factors into consideration, the maximally productive use of the subject property, as vacant, is development with a 31-lot residential subdivision at this time. No other use, other than maintaining it as a farm, would comply with the current zoning and the success of competing developments bodes well for that use.

### **Highest & Best Use Conclusion**

The reasonably probable and legal use of the subject, as vacant, which is physically possible, financially feasible and results in the highest value would be subdivision development with 31 one-acre lots to be sold off in the open market. The subject could attract a conservation-minded buyer based on its location, surrounding development and historical cachet, but the sale price would most likely be driven by the tract's development potential. The timing is now and the most probable buyer is a developer.

### **VALUATION**

The typical and theoretical real estate appraisal includes three separate but interrelated preliminary approaches to value, which are correlated into a single final value conclusion. The preliminary approaches are summarized as follows:

1. **The Cost Approach** - based upon the estimated reproduction or replacement cost of the improvements less accrued depreciation plus land value.
2. **The Sales Comparison Approach** - a direct comparison of the property under appraisal with other similar properties which have sold.
3. **The Income Capitalization Approach** - a set of procedures in which an appraiser derives a value indication for income-producing property by converting anticipated

benefits into property value. This conversion is generally accomplished using either direct capitalization or discounted cash flow analysis.

In the appraisal of a specific property, one or more of the approaches may be more applicable than the others and one or more of the approaches may be impractical because of the lack of suitable data in the market with which to make comparisons. Market participants are currently analyzing purchase prices for vacant land tracts as they relate to available substitutes in the market. Accordingly, the Sales Comparison Approach was processed. Other methods were excluded for lack of relevance.

### **SALES COMPARISON APPROACH**

Sales comparison approach is defined as, *"the process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available."*

In the sales comparison approach, the value of a property is estimated by comparing it with similar, recently sold properties in the surrounding or competing area. Inherent in this approach is the principle of substitution, which holds that when a property is replaceable in the market, its value tends to be set by the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution. Through the analysis of sales of verified arm's-length transactions, market value and price trends are identified. The sales utilized are comparable to the subject in physical, functional, and economic characteristics. The basic procedure is as follows:

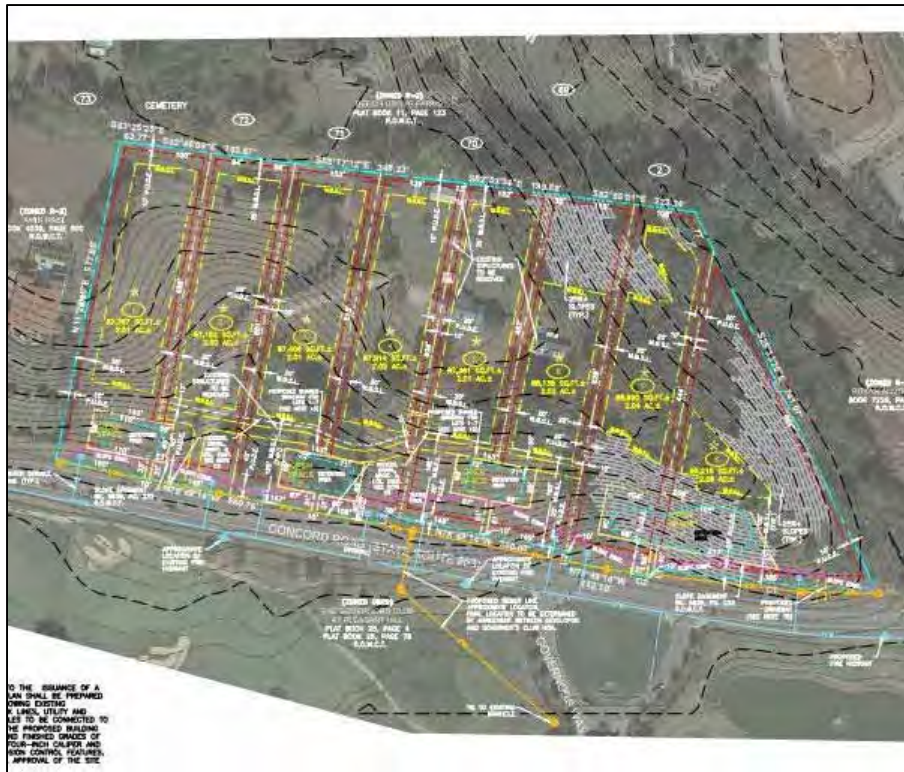
1. Identify the most recent relevant sales from which to select and analyze truly comparable sales, with consideration given to the date of sale.
2. Identify any changes in economic conditions between the date of sale and the date of value.

3. Calculate the cash equivalent price for any sale that includes favorable financing.
4. Reduce the sale price to a unit of comparison such as the sale price per square foot or sale price per unit.
5. Make appropriate adjustments to the prices of the comparable sale properties for differences in the relevant elements of comparison.
6. Interpret the results to derive a value indication from the sales comparison approach.

The subject is 52.1± acres of rolling pasture that is part of the historic Windy Hill Farm in Brentwood, Tennessee. It addresses the south side of Old Smyrna Road, is zoned for low-density residential and agricultural uses and has all public utilities available. The development potential based on the tract's physical features and zoning approvals is estimated to be 31 one-acre single-family residential lots. Our investigation revealed the following sales of similar properties in the subject's competitive market area:



[illegible]



**Land Sale 2**

**Location:** 9634 Concord Road, Brentwood, Williamson County, Tennessee  
**Map/Parcel:** 34/27.01  
**Grantor:** Loyd E. Morgan, Jr.  
**Grantee:** Oldsmith Group, LLC  
**Date of Sale:** December 10, 2018  
**Book/Page:** 7527/106  
**Zoning:** R-2  
**Price:** \$1,771,500  
**Size:** 17.71 acres  
**No. Lots:** 8  
**Density:** 0.45 units/acre  
**Price/Acre:** \$100,028  
**Price/Lot:** \$221,438

**Bella Collina**

9634 Concord Road, Brentwood, Williamson County, Tennessee

**Comments:** Located on the north side of Concord Road, opposite Governors Way, in Brentwood. Shape is generally rectangular and topography is sloping and partially wooded. Tract was acquired for development with an 8-lot subdivision with an average lot size of 2.05 acres. All lots are considered 'transitional' due to natural slopes exceeding 15%. Lots are priced at \$450,000 to \$575,000.



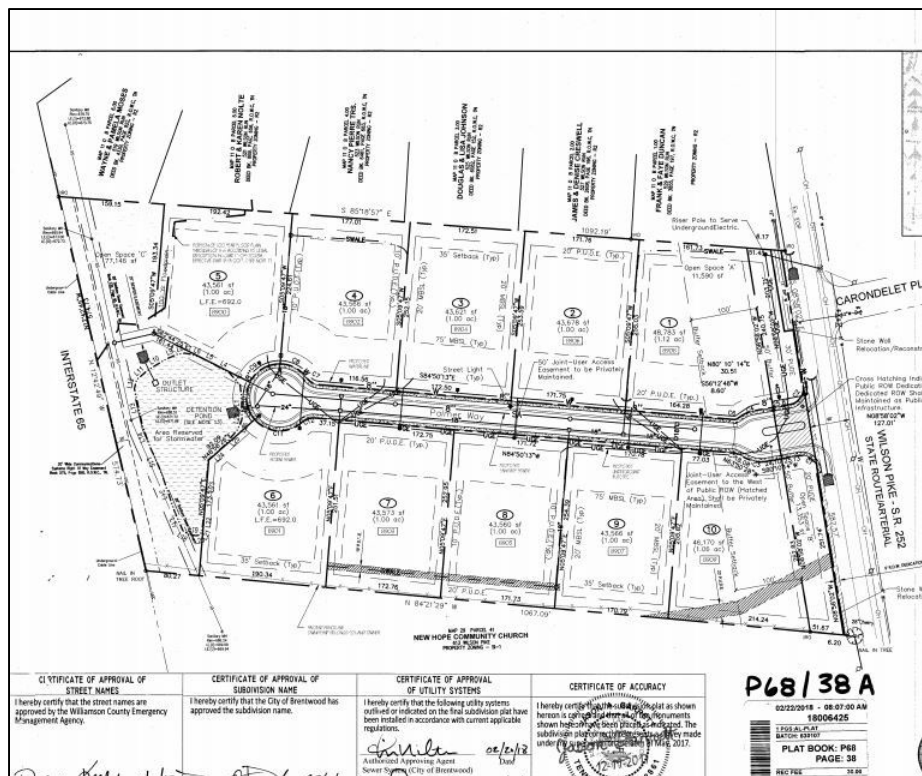
**Land Sale 3**

**Lawson Property**

|                    |                                                      |
|--------------------|------------------------------------------------------|
| Location:          | Wilson Pike, Brentwood, Williamson County, Tennessee |
| Map/Parcel:        | 35/9.00                                              |
| Grantor:           | Bobby Lawson, II & Meredith Lawson O'Brien           |
| Grantee:           | Partners in Building of Tennessee, LLC               |
| Date of Sale:      | November 7, 2018                                     |
| Book/Page:         | 7501/221                                             |
| Zoning:            | R-2                                                  |
| Price:             | \$2,150,000                                          |
| Size:              | 23.96 acres                                          |
| No. Lots:          | 8                                                    |
| Density:           | 0.33 units/acre                                      |
| <b>Price/Acre:</b> | <b>\$89,733</b>                                      |
| <b>Price/Lot:</b>  | <b>\$268,750</b>                                     |

**Comments:** Located on the east side of Wilson Pike, a short distance south of Concord Road, in Brentwood. Shape is generally rectangular and topography is rolling and wooded. Tract was acquired for development with an 8-lot subdivision with an average lot size of 2.16 acres. All lots are considered 'transitional' due to natural slopes exceeding 15%. Previously, the property was the location of a proposed 16-lot development, that received approval from the Board of Commissioners upon first reading, but was subsequently withdrawn from consideration by the applicant following a delayed second reading.

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**Land Sale 4**

Location:  
Map/Parcel:  
Grantor:  
Grantee:  
Date of Sale:  
Book/Page:  
Zoning:  
Price:  
Size:  
No. Lots:  
Density:  
Price/Acre:  
Price/Lot:

**Marshall Place**

601 & 607 Wilson Pike, Brentwood, Williamson County, Tennessee  
11/26.00 & 29/42.00  
Cornelia Mootz, et al & New Hope Community Church, Inc.  
SDT, LLC  
January 17, 2017  
6987/380 & 424  
R-2  
\$1,706,250  
13.62 acres  
10  
0.73 units/acre  
**\$125,275**  
**\$170,625**

**Comments:** Located on the west side of Wilson Pike, opposite Carondelet Place, in Brentwood. Shape is generally rectangular and topography is rolling and mostly cleared. Tract was acquired for development with a 10-lot subdivision with an average lot size of 1.02 acres. The development plan included relocating a historic dry-stack stone wall from the Wilson Pike right of way to the buffer area along the road.





**Land Sale 5**

|                      |                                                           |
|----------------------|-----------------------------------------------------------|
| <b>Location:</b>     | <b>Avery</b>                                              |
| <b>Map/Parcel:</b>   | 6420 Murray Lane, Brentwood, Williamson County, Tennessee |
| <b>Grantor:</b>      | 12/13.00                                                  |
| <b>Grantee:</b>      | Helen S. May                                              |
| <b>Date of Sale:</b> | Murray Lane Development, LLC                              |
| <b>Book/Page:</b>    | August 15, 2016                                           |
| <b>Zoning:</b>       | 6839/70                                                   |
| <b>Price:</b>        | OSRD                                                      |
| <b>Size:</b>         | \$3,750,000 (\$3,500,000 + \$250,000)*                    |
| <b>No. Lots:</b>     | 31.50 acres                                               |
| <b>Density:</b>      | 23                                                        |
| <b>Price/Acre:</b>   | 0.73 units/acre                                           |
| <b>Price/Lot:</b>    | <b>\$119,048</b>                                          |
|                      | <b>\$163,043</b>                                          |

**Comments:** Located on the east side of Murray Lane, between Waterford Drive and Forest Park Drive, in Brentwood. Property forms a slightly irregular rectangle, and consists of rolling to sloping terrain. Some lots are considered 'transitional' due to natural slopes exceeding 15%. Tract was acquired for development with a 23-lot development with an average lot size of roughly 0.82 acre. Finished home prices will reportedly range from \$1.5 to \$4.0 million, with an average of around \$2.25 million. \*Represents the \$3.5 million consideration paid to the seller, plus the \$250,000 purchase option assignment fee paid outside of closing.



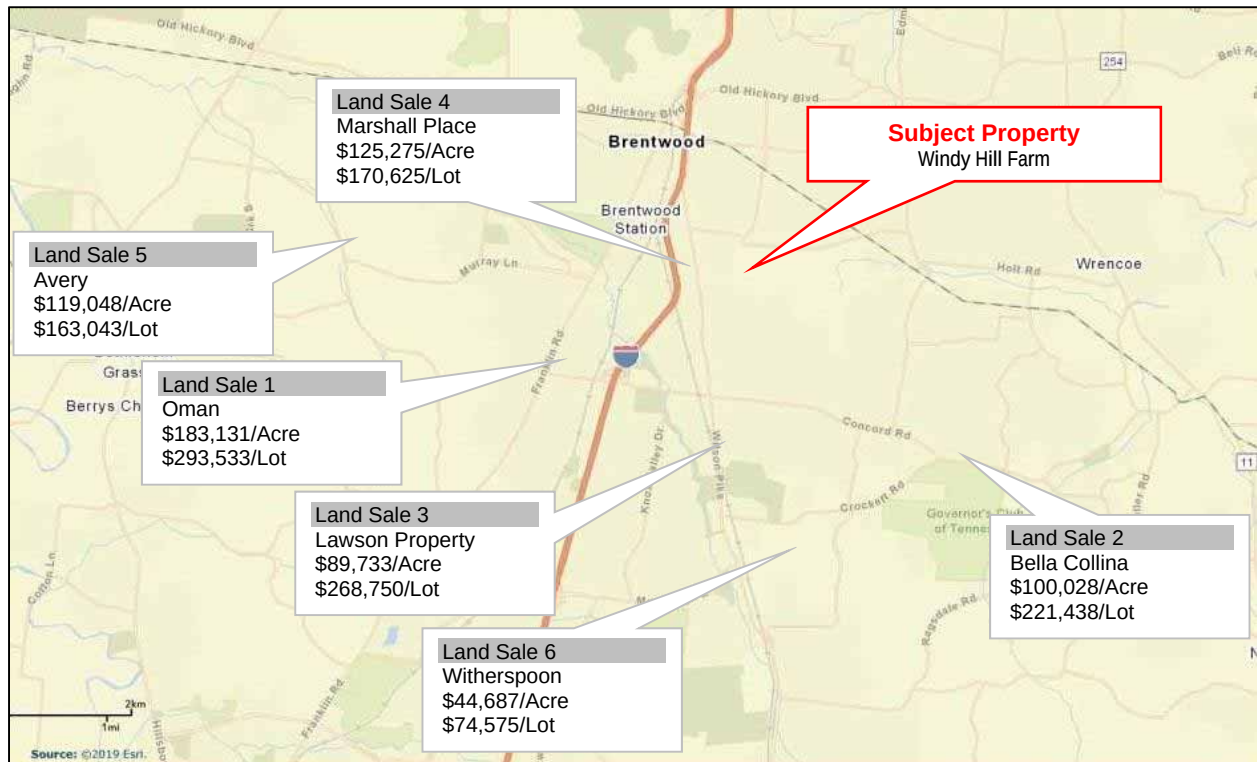
**Land Sale 6**

|                    |                                                              |
|--------------------|--------------------------------------------------------------|
| Location:          | 9305 Crockett Road, Brentwood, Williamson County, Tennessee  |
| Map/Parcel:        | 35/22.00                                                     |
| Grantor:           | Charles Witherspoon, Jr. & Brentwood United Methodist Church |
| Grantee:           | Holt Witherspoon, LLC                                        |
| Date of Sale:      | January 15, 2016                                             |
| Book/Page:         | 6655/7                                                       |
| Zoning:            | OSRD                                                         |
| Price:             | \$11,410,000 (\$10,500,000 + \$910,000)*                     |
| Size:              | 255.33 acres                                                 |
| No. Lots:          | 153                                                          |
| Density:           | 0.60 units per acre                                          |
| <b>Price/Acre:</b> | <b>\$44,687</b>                                              |
| <b>Price/Lot:</b>  | <b>\$74,575</b>                                              |

**Witherspoon**

**Comments:** Located on the south side of Crockett Road, a short distance east of Wilson Pike, in Brentwood. Property is generally rectangular in shape, fronting 3,385'± on Crockett Road to a depth of 1,425'±. Topography is rolling fields and forest fragments. The property wraps around an antebellum mansion known as Wildwood, built circa 1835, that has been vacant since 1965. This portion of the estate (8.45 acres) was sold to a separate buyer for \$1,050,000 and is not included in the transfer above. Finished homes are projected to range from \$900,000 to over \$3,200,000, with an average of \$1,750,000. \*Represents the \$10.5 million initial consideration paid to the seller, plus \$910,000 paid to true-up the sale price based on the agreed additional lot price (\$35,000/lot over 127) upon final OSRD approval.

## MAP OF COMPARABLE LAND SALES



## SUMMARY OF COMPARABLE LAND SALES

| No.                       | Development     | Sale Date | Sale Price   | Acreage | Lots   | Zoning | Density | Price/Acre | Price/Lot |
|---------------------------|-----------------|-----------|--------------|---------|--------|--------|---------|------------|-----------|
| 1                         | Oman            | Jan-19    | \$6,164,200  | 33.66   | 21     | OSRD   | 0.62    | \$183,131  | \$293,533 |
| 2                         | Bella Collina   | Dec-18    | \$1,771,500  | 17.71   | 8      | R-2    | 0.45    | \$100,028  | \$221,438 |
| 3                         | Lawson Property | Nov-18    | \$2,150,000  | 23.96   | 8      | R-2    | 0.33    | \$89,733   | \$268,750 |
| 4                         | Marshall Place  | Jan-17    | \$1,706,250  | 13.62   | 10     | R-2    | 0.73    | \$125,275  | \$170,625 |
| 5                         | Avery           | Aug-16    | \$3,750,000  | 31.5    | 23     | OSRD   | 0.73    | \$119,048  | \$163,043 |
| 6                         | Witherspoon     | Jan-16    | \$11,410,000 | 255.33  | 153    | OSRD   | 0.60    | \$44,687   | \$74,575  |
| Average:                  |                 |           |              | 62.63   | 37     |        | 0.58    | \$110,317  | \$198,661 |
| Minimum:                  |                 |           |              | 13.62   | 8      |        | 0.33    | \$44,687   | \$74,575  |
| Maximum:                  |                 |           |              | 255.33  | 153    |        | 0.73    | \$183,131  | \$293,533 |
| Median:                   |                 |           |              | 27.73   | 16     |        | 0.61    | \$109,538  | \$196,031 |
| Data Range:               |                 |           |              | 241.71  | 145    |        | 0.40    | \$138,444  | \$218,958 |
| Standard Deviation:       |                 |           |              | 94.72   | 57     |        | 0.16    | \$45,692   | \$79,855  |
| Coefficient of Variation: |                 |           |              | 151.2%  | 153.7% |        | 27.4%   | 41.4%      | 40.2%     |

## Comparative Analysis

As illustrated above, six fairly recent land sales purchased for low-density single-family residential subdivision development were included in this analysis, all of which were selected due to their similarities to the subject. Market participants typically calculate prices for residential development land based on the price per acre or price per lot. As illustrated above,

the coefficient of variation, which is a measure of relative dispersion that expresses the standard deviation of the data set as a percentage of the mean, is very similar for both metrics, suggesting similar variability. Accordingly, both units of measurement were considered.

### **Transactional**

To the best of our knowledge, all of the sales represented arms-length transactions, which included the fee simple estate property rights. In addition, all of the sales were cash to seller conveyances, whereby financing was not a factor in the sales price. We are not aware of any unusual sale conditions involved in any of the transactions. Upward adjustments were applied to the sale prices of Comps 5 & 6 to account for the additional consideration paid outside of closing for a purchase contract assignment and to true-up the sale price based upon the negotiated per-lot price above initial approvals, respectively. No other transactional adjustments were warranted.

### **Market Conditions**

All of the sales occurred over the past several years and represent some of the most recent land sales of development tracts deemed similar to the subject. Significant investment throughout the Nashville area over the past several years has fueled rapid appreciation and current fundamentals are reflective of a strong market. As all of the comparables transferred during similar rising market conditions, they are considered to provide a sufficient representation of current market conditions. Any differences will be considered on a qualitative basis.

### **Location**

The sales are all located in Brentwood, with access to city services and amenities. They are within the Brentwood or Ravenwood High School zoning districts, both very desirable clusters within the Williamson County School system. Each is accessible from an arterial or collector street serving the local area. The subject is located in Brentwood and is zoned for the Brentwood High School cluster, but is located along a scenic collector road designed for low-capacity traffic. However, the subject's location relative to existing developments, i.e., Annandale, Brentmeade Estates, Carondelet, etc., allows it to benefit from the existing street



and infrastructure system, thereby enhancing accessibility. Differences will be considered on a qualitative basis.

### **Zoning & Density**

There are two dominant residential zoning districts in Brentwood: R-2 (Suburban Residential) and OSRD (Open Space Residential Development). Both allow for a maximum density of one dwelling unit per acre, but the OSRD permits more intense clustered development on lots as small as 14,000 square feet (0.32 acre). Obtaining OSRD zoning is beneficial to developers since less infrastructure is necessary to achieve the maximum allowable density. However, none of the sales achieved a density greater than 0.73 unit per acre. Sales 1, 5 & 6 are zoned OSRD, while the remaining sales share the subject's R-2 classification. Based on the estimated 31 one-acre lots the subject could support under current zoning, an overall density of 0.60 unit/acre is reflected, which falls between the mean and median indications of the competitive set. Differences will be considered on a qualitative basis.

### **Physical Characteristics/Development Potential**

The sales all exhibited generally rectangular shapes, with extensive road frontage and sufficient depth to allow for traditional development. However, nearly all were developed with lots accessible from spine roads and/or cul-de-sacs, thereby reducing the number of access points from the arterial or collector road providing primary access. Most of the developments were accessible from a single point of entry, with some benefitting from additional connectivity via local streets serving adjoining projects. Several of the sales were encumbered by environmentally sensitive land features, i.e., floodplain, steep slopes, colluvial soils, etc., which reduced the number of supportable lots and/or increased development costs. The subject features an irregular flag shape and is encumbered by the floodway and floodplain of the Little Harpeth River Tributary 4, which reduces the number of supportable lots to about 31 and limits accessibility from Old Smyrna Road to a relatively short, 500'± of frontage. As illustrated on the furnished concept plan, developed lots within the subject property could be accessible from a series of internal streets and cul-de-sacs connected to a single point of entry along Old Smyrna Road. Although the existing plan would need to be reconfigured for shape & size since the subject only represents 52.1 acres of the overall plan, it clearly indicates that the best point of entry lies at the northwest corner of the subject property, at an

intersection aligned with the primary entry to Annandale (Jones Parkway). It also shows additional connectivity via existing streets that currently terminate at the subject property serving adjoining developments. Of note, the plan shows an extension of Jones Parkway through the property, which would provide an unbroken local street alternative to Wilson Pike between Concord Road and Church Street, and ultimately Old Hickory Boulevard via Cloverland Drive. Such a connection would benefit any development on the subject property and would be encouraged, and possibly required, by the City of Brentwood given the Jones Parkway extension is included in the long range land use plan. Overall, the subject's physical characteristics and development potential are sufficient to support subdivision with lot configuration, streets and infrastructure that conforms to the market standard. However, the additional cost to complete an extension of Jones Parkway, which is a 60' to 64' wide right of way that will need to cross the Little Harpeth River Tributary 4, would be considered by a potential purchaser in their pricing analysis since typical residential streets, including all those within the comparable subdivision sales, are contained within standard 50'-wide rights of way. Differences will be considered on a qualitative basis.

### **Conclusion**

The sales were sufficiently recent, local and physically similar to form a credible value opinion for the subject property. They ranged in unit price from \$44,687 to \$183,131 per acre, producing an average (mean) indication of \$110,317/acre and a median indication of \$109,538/acre. In addition, they ranged in lot price from \$74,575 to \$293,533, producing mean and median indications of \$198,661/acre & \$196,031/lot, respectively. Overall, Sale 1 is judged superior to the subject and remaining sales due to its prominent location along Franklin Road, near the critical intersection of Concord Road. Sales 2 & 3 are judged inferior to the subject based on their limited development potential, while Sale 6 is considered to be inferior due to its significantly larger size, which tends to place downward pressure on unit prices. Accordingly, most reliance was placed on Sale 4 (\$125,275/acre & \$170,625/lot) & Sale 5 (\$119,048/acre & \$163,043/lot) based on their locational and physical attributes. As both of these sales represent smaller land tracts upon which greater density development was achieved (with typical 50'-wide streets), lower unit values are appropriate for the subject but offset to some degree due to the rising market conditions experienced since the sales occurred 2 – 3 years ago. Therefore, taking all pertinent factors into consideration, unit values

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COMPANY, P.C.**

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of **\$100,000/acre & \$160,000/lot** are selected as reasonable and reflective of market value at this time.

**Market Value Calculation**

The calculation to derive the market value of the subject property is as follows:

| Component             | Units  | Unit Value  | Value Indication   |
|-----------------------|--------|-------------|--------------------|
| Acres                 | 52.1 x | \$100,000 = | \$5,210,000        |
| Lots                  | 31 x   | \$160,000 = | \$4,960,000        |
| <b>Reconciled To:</b> |        |             | <b>\$5,000,000</b> |

**“As Is” Market Value Opinion**

The value indications developed by the two units of measurement ranged from \$4,960,000 to \$5,210,000. Overall, we believe that emphasis should be placed on both value indications. Therefore, considering all pertinent factors, it is our opinion that the “as is” market value of the subject property’s fee simple estate, as of October 8, 2019, was:

**FIVE MILLION DOLLARS**

**\$5,000,000**

**ESTIMATE OF MARKETING TIME & EXPOSURE TIME**

Marketing time is defined as, *“an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.”* Based on discussions with local brokers and considering the current firm market conditions found throughout the Nashville area, the marketing time is estimated to be **twelve months**.

Exposure time is defined as, *“the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”* (USPAP, 2018-2019 ed.) Considering the level of activity experienced by the local market area over the past several months, a reasonable exposure time is estimated to be **twelve months**.

**CERTIFICATION OF THE APPRAISER**

We certify that, to the best of our knowledge and belief...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, unbiased professional analyses, opinions and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Eric Boozer and Derrick Smith have made a personal inspection of the property that is the subject of this report.
10. No one provided significant professional assistance to the persons signing this report.
11. As of the date of this report, I, Eric L. Boozer, have completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.
12. As of the date of this report, I, Derrick A. Smith, have completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.
13. Eric L. Boozer hereby certifies that he is a Tennessee State Certified General Real Estate Appraiser and his certificate number is CG-389.
14. Derrick A. Smith hereby certifies that he is a Tennessee State Certified General Real Estate Appraiser and his certificate number is CG-4460.
15. This report was prepared in accordance with Title XI of FIRREA.



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COMPANY, P.C.**

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16. Eric Boozer and Derrick Smith have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.



Eric L. Boozer, MAI, CCIM, CG-389  
State Certified General R. E. Appraiser



Derrick A. Smith, MAI, CG-4460  
State Certified General R. E. Appraiser

**GENERAL ASSUMPTIONS AND LIMITING CONDITIONS**

This Appraisal Report and resulting estimate of value, made expressly for the City of Brentwood, is subject to the following assumptions and limiting conditions:

1. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. Therefore, these forecasts are subject to changes in future conditions. Value estimates in this appraisal report are stated in United States currency as of the date of appraisal.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable and in Fee Simple, unless otherwise stated in the report.
3. The property is appraised free and clear of all existing liens and encumbrances, including deed restrictions and developers agreements, unless otherwise stated in this appraisal report.
4. Information furnished by others is believed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser(s).
5. Maps, plats, and exhibits included in this appraisal report are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The appraiser(s) has not made a survey of the property, and no responsibility is assumed in connection with such matters.
6. The physical condition of the improvements described herein was based on a visual, walk-through inspection. No liability is assumed for the soundness of structural members, building components, mechanical equipment, plumbing, or electrical components as no professional tests were made of the same. The appraiser(s) assumes that no hidden or unapparent conditions of the property, subsoil, or structures exist, which would render the property more or less valuable. The appraiser(s) assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser(s) recommends that the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or

private entity or organization have been or can be obtained or renewed for any use on which the value estimate(s) contain in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that no encroachment or trespass exists, unless noted in this appraisal report.
11. Value estimates in this appraisal report apply only to the entire property, and cannot be prorated to individual portions or fractional interests. Any proration or division of interest will invalidate the value estimate(s), unless such proration or division of interests is set forth in this appraisal report.
12. The appraiser(s) is not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously therefore. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
13. Unless otherwise stated in this appraisal report, the appraiser(s) did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser(s) has no knowledge of the existence of such materials on or in the property. The appraiser(s), however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. Value estimates within this appraisal report are predicated on the assumption that there is no such material on or in the property, that would cause a loss in value. No responsibility is assumed for any expertise or engineering knowledge required to discover them. The appraiser(s) recommends that appropriate experts be retained to investigate and determine to what extent, if any, such substances are present and what risks, if any, are involved.
14. The determination concluded in this appraisal, as to whether or not the subject property is located within a Flood Hazard Zone, is based solely on an inspection of available Flood Insurance Rate Map(s) (FIRM) which are distributed by the National Flood Insurance Program (NFIP). The NFIP maps represent the most recent revisions available after reasonable investigations. Although these maps are the basis for flood hazard determination, the map scale is typically not adequate for accurate comparisons with other maps and/or surveys. Therefore, the determination presented herein regarding location of the subject property outside or within a flood hazard zone should not be construed as a guarantee or certification. Certification of this can only be provided by a qualified engineer and/or surveyor. If there is any possibility that the subject is within an identified flood hazard zone, we recommend that the property should be covered by adequate flood insurance.
15. Unless otherwise noted in this appraisal report, no consideration in the valuation process has been given to subsurface rights (minerals, oil, water, etc.) that may be found on the subject property.
16. Any proposed or incomplete improvements included in this appraisal report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.

17. The appraiser(s) reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of a diligent investigation.
18. The Americans With Disability Act (ADA) became effective July 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis would reveal the need for renovations to comply with that statute. Such a requirement could have an adverse impact on the market value of the property. Because the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in this report.



**QUALIFICATIONS OF ERIC L. BOOZER, MAI, CCIM**

**EDUCATION**

Jacksonville State University: Bachelor of Science Degree - 1985

*Appraisal Institute Courses & Seminars:*

|                                        |                                            |
|----------------------------------------|--------------------------------------------|
| Real Estate Appraisal Principles       | Case Studies in Real Estate Valuation      |
| Basic Valuation Procedures             | Report Writing and Valuation Analysis      |
| Capitalization Theory and Techniques A | Standards of Professional Practice A       |
| Capitalization Theory and Techniques B | Standards of Professional Practice B       |
| Analyzing Operating Expenses Seminar   | Data Confirmation and Verification Methods |
| Small Hotel/Motel Valuation            | The Internet and Appraising                |
| Advanced Income Capitalization         | Appraisal of Local Retail Properties       |
| Evaluation of Commercial Construction  | Evaluation of Residential Construction     |
| Analyzing Commercial Lease Clauses     | Conservation Easements (ASFMRA)            |
| Effective Appraisal Writing            | Litigation Appraising                      |
| Analyzing Distressed Real Estate       | GIS Applications for RE Appraisal          |

**EXPERIENCE**

1996-Present: President, **BOOZER & COMPANY, P.C.**, a real estate appraisal and consulting firm specializing in the valuation of commercial, industrial, and residential properties.

|            |                         |                            |
|------------|-------------------------|----------------------------|
| 1991-1995: | Real Estate Appraiser - | Norman Hall & Associates   |
| 1990-1991: | Real Estate Appraiser - | Richard Banks & Associates |
| 1987-1990: | Real Estate Appraiser - | Tennessee Valley Authority |

*Provided testimony in federal and circuit courts as an expert witness in real estate valuation.*

**PROPERTY TYPES APPRAISED**

|                  |                     |                               |
|------------------|---------------------|-------------------------------|
| • Apartments     | • Office            | • Shopping Centers            |
| • Manufacturing  | • Office/warehouse  | • Distribution centers        |
| • Restaurants    | • Churches          | • Automobile dealerships      |
| • Subdivision    | • Single-family     | • Timberland/rural land/farms |
| • Parking Garage | • Residential Condo | • Elderly housing facilities  |
| • Hotel/motel    | • Self-storage      | • Office Condominiums         |

Other experience includes consulting, investment analysis, feasibility studies, market analysis, site selection, tax assessment advice, litigation consulting, condemnation, and the valuation of easements, encroachments, estates and partial interests.

**PROFESSIONAL AFFILIATIONS**

Member Appraisal Institute (MAI) Certificate No. 10671  
State Chapter No. 37 - 1995 MAI Candidate Liaison  
Chapter Nominating Committee – 1996, 1999  
Young Advisory Council, Washington D.C. - 1996  
Chapter Board of Directors - 1997, 1998, 1999  
General Associates Guidance Chair - 1997, 1998  
Tennessee State Certified General Real Estate Appraiser - License Number CG-389  
Real Estate Broker - State of Tennessee - License Number 00237573  
Member of Greater Nashville Association of Realtors®  
Certified Commercial Investment Member (CCIM)



**QUALIFICATIONS OF DERRICK A. SMITH, MAI**

**Education**

Bachelor of Science Degree - Middle Tennessee State University, 2011  
Associate of Science Degree - Columbia State Community College, 2001  
Tennessee State Certified General Real Estate Appraiser, CG-4460

**Professional Courses & Seminars**

Basic Appraisal Principals - TREES/TAPS, 2009  
Basic Appraisal Procedures - TREES/TAPS, 2009  
Uniform Standards of Professional Appraisal Practice - TREES/TAPS, 2009  
General Appraiser Income Approach/Part 1 - Appraisal Institute, 2010  
General Appraiser Income Approach/Part 2 - Appraisal Institute, 2010  
Advanced Income Capitalization - Appraisal Institute, 2010  
General Appraiser Report Writing and Case Studies - Appraisal Institute, 2011  
General Appraiser Sales Comparison Approach - Appraisal Institute, 2012  
General Appraiser Market Analysis and Highest & Best Use - Appraisal Institute, 2012  
General Appraiser Site Valuation & Cost Approach - Appraisal Institute, 2013  
Real Estate Finance Statistics and Valuation Modeling - Appraisal Institute, 2013  
Quantitative Analysis - Appraisal Institute, 2013  
Business Practices & Ethics - Appraisal Institute, 2014  
Advanced Market Analysis and Highest & Best Use - Appraisal Institute, 2014  
Advanced Concepts and Case Studies - Appraisal Institute, 2015  
General Demonstration Report Writing - Appraisal Institute, 2015  
USPAP Update Course - Appraisal Institute, 2017  
Uniform Appraisal Standards for Federal Land Acquisitions - Appraisal Institute, 2017

**Experience**

2016-Present: Vice President at *Boozer & Company, P.C.*, Franklin, TN  
2008-2015: Commercial Appraiser at *Boozer & Company, P.C.*, Franklin, TN

Provided testimony in federal and circuit courts regarding real estate valuation.

**Property Types Appraised**

- |                      |                         |                                  |
|----------------------|-------------------------|----------------------------------|
| • Office             | • Self-Storage          | • Lodging                        |
| • Medical Office     | • Automobile Dealership | • Multi-Unit Residential         |
| • Office-Condominium | • Retail                | • Special Purpose/Church/Daycare |
| • Office/Warehouse   | • Shopping Center       | • Subdivision/Mixed-Use          |
| • Manufacturing      | • Restaurant            | • Rural Land/Farms               |

Other experience includes litigation support, consulting, tax assessment advice, valuation of utility and conservation easements and partial interests.

**Professional Affiliations**

MAI Designated Member, Appraisal Institute  
Leadership Development and Advisory Council (LDAC) – Washington, DC, 2018, 2019  
Member, Tennessee Appraiser Coalition  
Greater Nashville Association of REALTORS®





## **ADDENDA**

## RECORDED DEED

Bot 18  
SKL

THIS INSTRUMENT PREPARED BY:  
BASS, BERRY & SIMS  
2700 First American Center  
Nashville, Tennessee 37238

BK 1493 PG 812

### QUITCLAIM DEED

| Address New Owner(s) As Follows:                                     | Send Tax Bills To: | Map Parcel Numbers: |
|----------------------------------------------------------------------|--------------------|---------------------|
| Sensing Enterprises<br>2281 Old Hickory Blvd.<br>Nashville, TN 37215 | Same               | 15-029-043.00       |

WHEREAS, by deed of record in Book 243, page 365, Register's Office of Williamson County, Tennessee, WILBUR SENSING, JR. and wife, LUCY T. SENSING ("Grantors") conveyed certain real property to Wilbur Sensing Jr. and Wilbur Sensing, Sr.; and

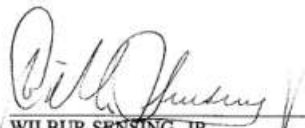
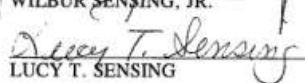
WHEREAS, by deed of record in Book 1051, page 512, said Register's Office, Wilbur Sensing, Jr. and Wilbur Sensing, Sr. conveyed said real property to SENSING ENTERPRISES, a Tennessee general partnership ("Grantee"); and

WHEREAS, the legal description in said deeds was incorrect; and

WHEREAS, the Grantors and Grantee have agreed that Grantors will execute and deliver this deed so that Grantee will have a deed that contains the correct the legal description.

NOW THEREFORE, for and in consideration of ONE DOLLARS (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, GRANTORS by these presents do hereby quitclaim and convey unto GRANTEE, its successors and assigns, all their right, title and interest in and to the property described in Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 20 day of February, 1997.

  
WILBUR SENSING, JR.  
  
LUCY T. SENSING

# RECORDED DEED

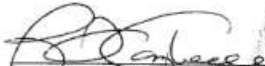
STATE OF TENNESSEE )

BK 1493 PG 813

COUNTY OF Davidson )

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, WILBUR SENSING, JR., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20 day of February, 1997.

  
Notary Public

My Commission Expires:

1/24/98

STATE OF TENNESSEE )

COUNTY OF Davidson )

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, LUCY T. SENSING, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20 day of February, 1997.

  
Notary Public

My Commission Expires:

1/24/98

RECORDED DEED

STATE OF TENNESSEE )

BK 1493 PG 814

COUNTY OF Darwin

The actual consideration for this transfer is \$1.00.

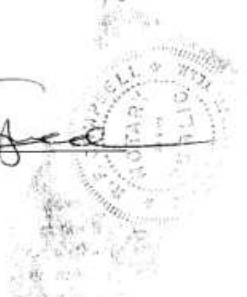
[Signature]  
Affiant

Subscribed and sworn to before me  
this 20 day of February, 1997.

[Signature]  
Notary Public

My Commission Expires:

1/24/98





# RECORDED DEED

BK 1493 PG 815

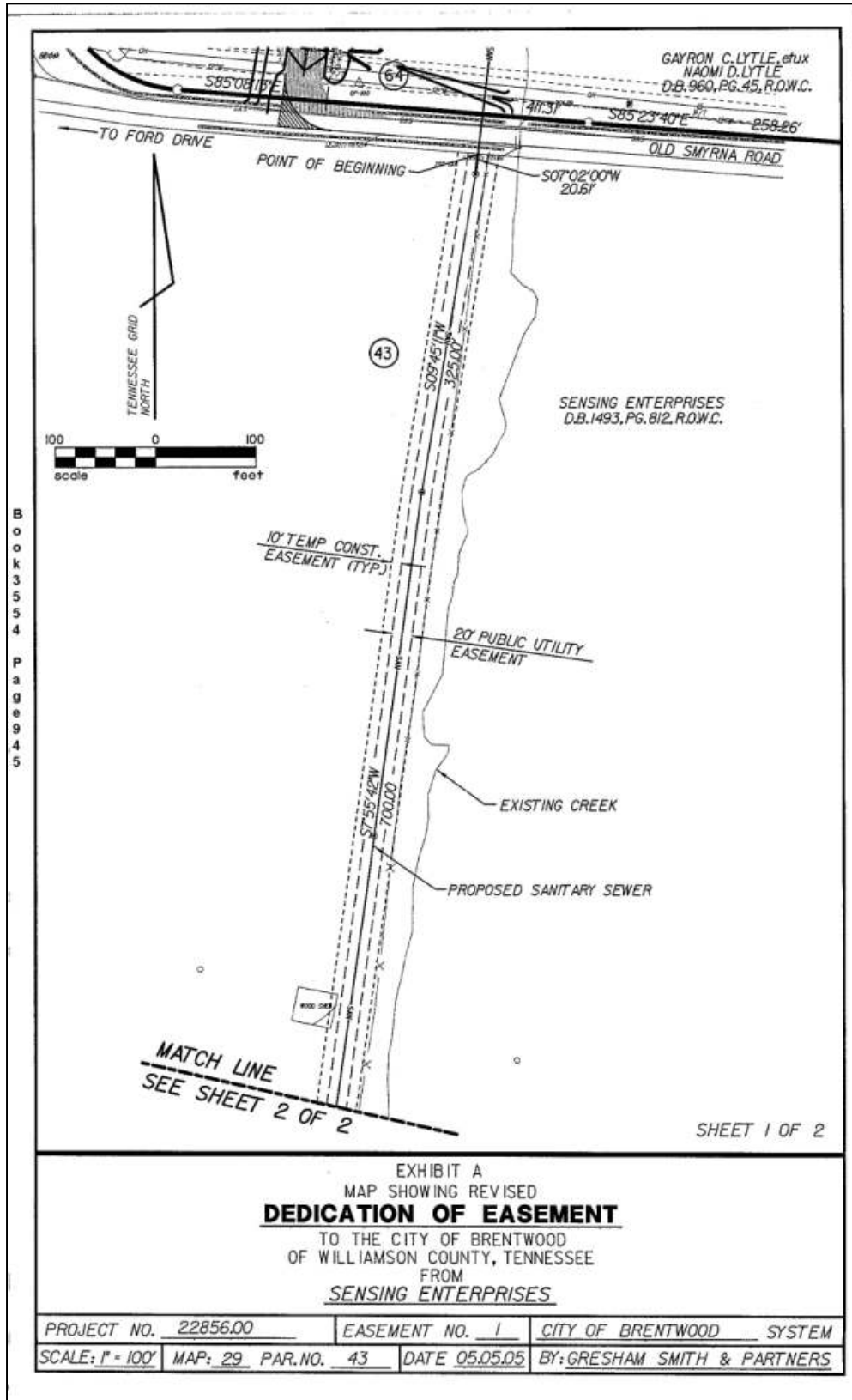
## EXHIBIT A

LAND in the City of Brentwood, situated in the Fifteenth (15th) Civil District of Williamson County, Tennessee, and being more particularly described as follows:

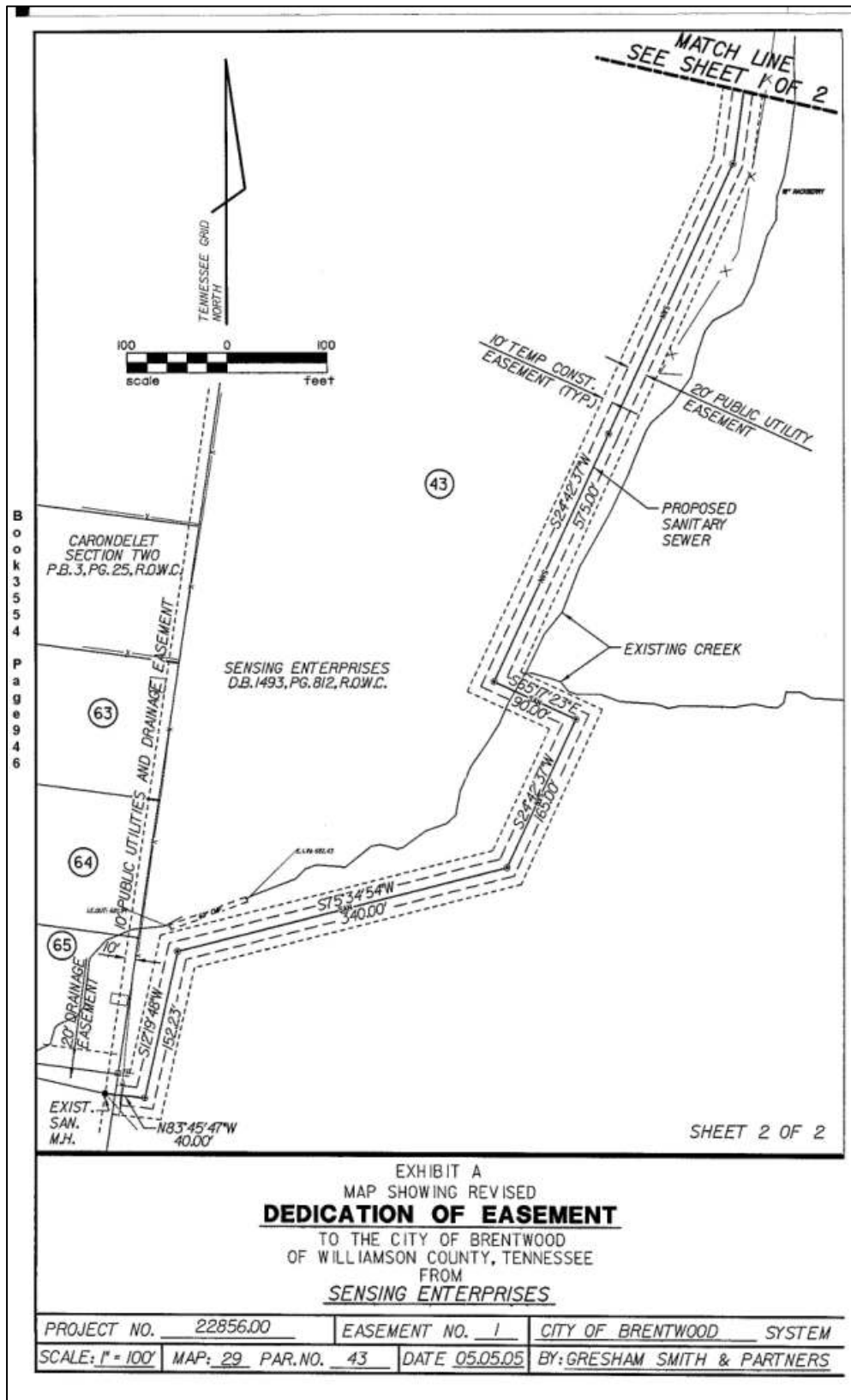
BEGINNING at a point in the centerline of Old Smyrna Road, said point further described as being the northwest corner of the Callie Lillie Owen property; thence leaving centerline of Old Smyrna Road and running with the most westerly line of the said Owen property south 2 degrees 15 minutes 46 seconds west a distance of 1942.36 feet to a point; thence with the southerly line of the said Owen property south 86 degrees 00 minutes 40 seconds east a distance of 104.63 feet to a point; said point further described as being the north west corner of the Gasser property; thence leaving the Owen property and running with the westerly line of the said Gasser property south 2 degrees 15 minutes 11 seconds east a distance of 590.71 feet to a point; thence running with the northerly line of the Gasser property and the northerly line of Carondelet Subdivision, Section 2, as of record in Book 3, page 52, Register's Office of Williamson County, Tennessee, north 87 degrees 27 minutes 49 seconds west a distance of 1742.27 feet to a point, said point further described as being the common rear corner of Lots 63 and 131 on the plan of said Carondelet Subdivision, Section 2; thence running with the easterly line of said Carondelet Subdivision, Section 2, north 2 degrees 19 minutes 00 seconds east a distance of 633.01 feet to a point; thence running with the easterly line of said Carondelet Subdivision, Section 2, and with the easterly line of Carondelet Subdivision, Section 1, as of record in Book 3, page 23, Register's Office of Williamson County, Tennessee and with the easterly line of Smyrna Road Homes, as of record in Book 3, page 31, Register's Office of Williamson County, Tennessee; north 2 degrees 55 minutes 40 seconds east a distance of 1814.16 feet to a point lying in the centerline of Old Smyrna Road; thence leaving the easterly line of said Smyrna Road Homes and running with the centerline of Old Smyrna Road north 89 degrees 22 minutes 43 seconds east a distance of 884.64 feet to a point, thence running south 2 degrees 55 minutes 40 seconds west a distance of 1185.98 feet to a point; thence running south 88 degrees 27 minutes 16 seconds east a distance of 300.91 feet; thence running north 2 degrees 55 minutes 40 seconds east a distance of 1181.12 feet to a point lying in the centerline of Old Smyrna Road; thence running with the centerline of Old Smyrna Road north 89 degrees 22 minutes 43 seconds east a distance of 387.99 feet to the point of beginning, containing 84.15 acres, more or less.

State of Tennessee, County of WILLIAMSON  
Received for record the 26 day of  
FEBRUARY 1997 at 9:10 AM. (RECN 210044)  
Recorded in official records  
Book 1493 Page 812- 815  
Notebook 57 Page 340  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 16.00, Total \$ 16.00,  
Register of Deeds SABIE WABE  
Deputy Register SHERRY ANDERSON

# RECORDED EASEMENT



# RECORDED EASEMENT



# LETTER OF ENGAGEMENT

COB Contract No. 2019-123

## PROPOSAL FOR APPRAISAL SERVICES

**Boozer & Company, P.C.**  
106 Mission Court, Suite 1001  
Franklin, Tennessee 37067  
T: 615.591.4422  
F: 615.591.4433

September 24, 2019

Mr. Kirk Bednar  
City Manager  
City of Brentwood  
5111 Maryland Way  
Brentwood, TN 37027

Re: Appraisal Proposal  
±52.1 acres vacant land  
Old Smyrna Road  
Brentwood, TN 37027  
Sensing Enterprises

Dear Mr. Bednar:

*Boozer & Company, P.C.* agrees to provide an appraisal of the above-referenced property according to the following terms.

|                                                             |                                                                                                                                                                              |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject Property:</b>                                    | <i>Ownership: Sensing Enterprises<br/>Address: 9132 Ford Drive (Old Smyrna Road)<br/>Location: Brentwood, TN 37027<br/>Tax ID#: Tax Map 29, Parcel 43.00 (part of)</i>       |
| <b>Interest to be Valued:</b>                               | <i>Fee Simple Estate</i>                                                                                                                                                     |
| <b>Intended Use:</b>                                        | <i>To assist Client and intended users in establishing a market value for use in setting a potential purchase price and/or negotiation/planning/decision making purposes</i> |
| <b>Intended User(s):</b>                                    | <i>Mr. Kirk Bednar, City Manager – City of Brentwood, Tennessee</i>                                                                                                          |
| <b>Type of Value:</b>                                       | <i>"As Is" Market Value</i>                                                                                                                                                  |
| <b>Date of Value:</b>                                       | <i>Date of Appraiser's inspection</i>                                                                                                                                        |
| <b>Hypothetical Conditions / Extraordinary Assumptions:</b> | <i>None</i>                                                                                                                                                                  |

## LETTER OF ENGAGEMENT

Proposal for Appraisal Services  
Sensing Enterprises – Old Smyrna Road  
Page 2 of 2

|                                                                                         |                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Anticipated Scope of Work:</b>                                                       | Perform necessary inspections, research & analyses to develop and report opinion of "as is" market value using the most applicable appraisal methods and techniques.                                   |
| <b>Report Option and Format:</b>                                                        | <i>Appraisal Report (narrative, written report)</i>                                                                                                                                                    |
| <b>Appraiser's Interest In Subject Property or in Client or Other Involved Parties:</b> | Appraiser has no knowledge of any current or prospective interest of the Appraiser in the subject property or in Client or other parties involved in the transaction to which this appraisal relates.  |
| <b>Prior Services Regarding Subject Property (USPAP Disclosure):</b>                    | Appraiser has not performed any prior services regarding the subject property within the three-year period immediately preceding the date of this Agreement, as an appraiser or in any other capacity. |
| <b>Special Conditions:</b>                                                              | <i>None</i>                                                                                                                                                                                            |
| <b>Appraisal Fee:</b>                                                                   | <b>\$3,500</b>                                                                                                                                                                                         |
| <b>Delivery Date:</b>                                                                   | <b>3 weeks after acceptance of Agreement</b>                                                                                                                                                           |
| <b>Payment Terms:</b>                                                                   | <i>Appraiser will invoice Client upon completion</i>                                                                                                                                                   |

Accepted By:

Client: City of Brentwood

Dated: 9-25-19

By: Kirk Bednar

Name: Kirk Bednar

Position: City Manager

Billing Address (email or person/address to whom invoices should be sent):

Kirk.Bednar@brentwoodtn.gov

5211 Maryland Way

Brentwood TN 37027



Jeff Dobson  
PLANNING AND CODES DIRECTOR

Tim Harrington  
BUILDING CODES OFFICIAL



Todd Petrowski  
SENIOR CITY PLANNER

Allison Henry  
CITY PLANNER

## BRENTWOOD PLANNING AND CODES

### PLANNING AND CODES DEPARTMENT MEMORANDUM 2020-06

**TO:** Honorable Mayor and City Commission Members

**THROUGH:** Kirk Bednar, City Manager

**FROM:** Jeff Dobson, Planning and Codes Director

**SUBJECT:** **ORDINANCE 2020-02 AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE ACQUISITION OF 52 (+/-) ACRES LOCATED ON OLD SMYRNA ROAD THROUGH APPROVAL OF A CONTRACT FOR SALE OF REAL ESTATE AMONG SENSING ENTERPRISES ("SELLER"), THE CONSERVATION FUND ("PURCHASER"), AND THE CITY, AND BY ACCEPTANCE OF ASSIGNMENT OF THE CONSERVATION FUND'S OBLIGATIONS AS PURCHASER UNDER SAID AGREEMENT**

**DATE:** March 3, 2020

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At its March 2, 2020 regular meeting, the Planning Commission conducted its review and recommendation of Ordinance 2020-02, voting unanimously ten for and zero against (10-0) to endorse the land acquisition as proposed by the ordinance to the Board of Commissioners.

## **Brentwood City Commission Agenda**

**Meeting Date:** 03/09/2020

Resolution 2020-22 - Authorizing the Issuance, Sale, and Payment of a \$2,600,000 Capital Outlay Note for the Purchase of Real Property

**Submitted by:** Kristen Corn, Legal

**Department:** Legal

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### **Information**

#### **Subject**

Resolution 2020-22 Authorizing the Issuance, Sale, and Payment of a \$2,600,000 Capital Outlay Note for the Purchase of Real Property

#### **Background**

As staff has continued to work through the process for the purchase of the property for the future Windy Hill Park, we consulted with bond counsel regarding proper recording of the transaction to the Tennessee Comptroller of the Treasury. As you know, the contract for sale provides that the initial payment of half of the purchase price of the property will be made by the City to the sellers at the closing, and the other half will be made no later than January 31, 2021.

Because this transaction essentially creates a short-term debt for the City between the original closing date and the second payment, it was recommended by bond counsel that the City use a real estate capital outlay note instead of a deed of trust (commonly known as a mortgage). State law is clear that the City may incur debt by way of a capital outlay note backed by full faith and credit of the City.

This note gives the sellers the same or better security for the second payment, and it does not change the financial structure of the agreement or the City's payment in any way--the obligation is still in an amount up to \$2,600,000 with a 0% interest rate payable by January 31, 2021. Although the financial impact to the City is no different, state law provides that the issuance of a capital outlay note has to be approved by the Board of Commissioners by resolution. Staff will also submit the note to the Office of the Comptroller for its approval.

Should you have any questions, please contact the City Manager or the City Attorney.

#### **Staff Recommendation**

Staff recommends the Board approve Resolution 2020-22.

**Previous Commission Action**

Ordinance 2020-02 - Authorizing the Acquisition of 52 (+/-) Acres Located on Old Smyrna Road

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**Fiscal Impact**

**Attachments**

Resolution 2020-22

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## **RESOLUTION 2020-22**

### **A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE ISSUANCE, SALE AND PAYMENT OF A \$2,600,000 CAPITAL OUTLAY NOTE OF THE CITY OF BRENTWOOD, TENNESSEE AND TO LEVY AD VALOREM TAXES FOR THE PAYMENT OF THE NOTE**

**WHEREAS**, Section 9-21-605, Tennessee Code Annotated (the “Act”), authorizes Tennessee municipalities to issue capital outlay notes for a term of up to ten years to finance the acquisition of a fee simple absolute interest in land; and

**WHEREAS**, the Board of Commissioners of the City of Brentwood, Tennessee (the “City”) hereby determines that it is necessary and advisable to issue a \$2,600,000 capital outlay note for the purpose of financing a portion of the cost of the acquisition of a fee simple absolute interest in land located at 9135 Old Smyrna Road, Brentwood, Tennessee (the “Land”); and

**WHEREAS**, it is the intention of the Board of Commissioners of the City to adopt this resolution to authorize the issuance, sale and payment of the note and the levy of ad valorem taxes for the payment of the note.

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

**SECTION 1. Authority.** The note authorized by this resolution is issued pursuant to the Act and other applicable provisions of law.

**SECTION 2. Definitions.** In addition to the terms defined above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Land” means the acquisition of a fee simple absolute interest in land located at 9135 Old Smyrna Road, Brentwood, Tennessee.

(b) “Note” means the capital outlay note authorized to be issued by this resolution.

(c) “Purchaser” means Sensing Enterprises.

(d) “Registration Agent” means the City Recorder of the City.

**SECTION 3. Authorization and Terms of the Note.**

(a) A \$2,600,000 capital outlay note of the City is hereby authorized to be issued to finance a portion of the cost of the acquisition of the Land. The Note shall be issued as a single, fully registered, certificated capital outlay note, bearing interest at a 0% rate of interest and maturing on a single date no later than January 31, 2021.

(b) The Note may not be redeemed prior to maturity.

(c) The Governing Body hereby appoints the City Recorder of the City as the Registration Agent for the Note and hereby authorizes and directs the Registration Agent so appointed to maintain registration records with respect thereto, to authenticate and deliver the Note as provided herein, either at original issuance or upon transfer, to effect transfers of the Note, and to make all payments of principal and interest with respect to the Note as provided herein.

(d) The Note shall be payable in lawful money of the United States of America at the main office of the Registration Agent.

(e) The Note is transferable only by presentation to the Registration Agent by the registered owner, or its legal representative duly authorized in writing, of the registered Note to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Note accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note in such form and with such documentation, if any, the Registration Agent shall issue a new Note to the assignee. No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue.

(f) The Note shall be executed in the manner required by the Act.

(g) The Registration Agent is hereby authorized to authenticate and deliver the Note to the Purchaser, upon receipt by the City of the conveyance of the Land and to authenticate and deliver the Note in exchange for a Note of the same principal amount delivered for transfer upon receipt of the Note to be transferred in proper form with proper documentation as hereinabove described. The Note shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Note form.

(h) In case any Note shall become mutilated, or be lost, stolen, or destroyed, the City, in its discretion, shall issue, and the Registration Agent, upon written direction from the City, shall authenticate and deliver, a new Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Note, or in lieu of and in substitution for such lost, stolen or destroyed Note, or if any such Note shall have matured or



shall be about to mature, instead of issuing a substituted Note the City may pay or authorize payment of such Note without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the City and the Registration Agent of the destruction, theft or loss of such Note, and indemnity satisfactory to the City and the Registration Agent; and the City may charge the applicant for the issue of such new Note an amount sufficient to reimburse the City for the expense incurred by it in the issue thereof.

**SECTION 4. Security and Source of Payment; Levy of Tax.** The Note shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the City. For the prompt payment of principal of and interest on the Note, the full faith and credit of the City are hereby irrevocably pledged. The Governing Body shall annually levy and collect a tax upon all taxable property within the City, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Note when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay the principal and interest coming due on the Note in said year. Principal and interest on the Note falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the City and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided shall be reduced to the extent of any other funds, taxes and revenues from the City appropriated to the debt service on the Note.

**SECTION 6. Form of Note.** The Note shall be in substantially the following form, the omissions to be appropriately completed when the Note is prepared and delivered:

(Form of Note)

REGISTERED  
Number 1

REGISTERED  
\$2,600,000

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
WILLIAMSON COUNTY, TENNESSEE  
CITY OF BRENTWOOD  
GENERAL OBLIGATION LAND ACQUISITION CAPITAL OUTLAY NOTE,  
SERIES 2020

Interest Rate:  
0%

Maturity Date:  
January \_\_, 2021

Date of Note:  
\_\_\_\_\_, 2020

Registered Owner: Sensing Enterprises

Principal Amount: TWO MILLION SIX HUNDRED THOUSAND DOLLARS

FOR VALUE RECEIVED, the City of Brentwood, Tennessee (the "City") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), without interest. The principal hereof is payable in lawful money of the United States of America by check or draft at

the principal office of the City Recorder of the City, as registration agent and paying agent (the "Registration Agent"). Payment of principal of this Note at final maturity shall be made when due upon presentation and surrender of this Note to the Registration Agent.

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note.

This Note is issued by the City for the purpose of providing funds to finance a portion of the costs of the acquisition of a fee simple absolute interest in land located at 9135 Old Smyrna Road, Brentwood, Tennessee, pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of Commissioners of the City on \_\_\_\_\_, 2020 (the "Resolution").

This Note is payable from unlimited ad valorem taxes to be levied on all taxable property within the City. For the prompt payment of principal of and interest on this Note, the full faith and credit of the City are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to the Resolution.

This Note and the income therefrom are exempt from all present state, City and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Note during the period the Note is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Note in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other indebtedness of the City, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the City has caused this Note to be signed by its Mayor and attested by its City Recorder under the corporate seal of the City, all as of the date hereinabove set forth.

CITY OF BRENTWOOD, TENNESSEE

FORM—DO NOT SIGN

Mayor

(SEAL)

ATTESTED:

FORM—DO NOT SIGN

City Recorder

Transferable and payable at the  
principal office of:

City Recorder  
City of Brentwood, Tennessee

Date of Registration: \_\_\_\_\_

This Note is issued pursuant to the Resolution hereinabove described.

City Recorder  
Registration Agent

FORM—DO NOT SIGN

City Recorder

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_  
(Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_),  
the within Note of the City of Brentwood, Tennessee, and does hereby irrevocably constitute and  
appoint \_\_\_\_\_, attorney, to transfer the said Note on the records kept for  
registration thereof with full power of substitution in the premises.

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

NOTICE: The signature to this assignment must  
correspond with the name of the registered owner  
as it appears on the face of the within Note  
in every particular, without alteration  
or enlargement or any change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed  
by a member firm of a Medallion Program  
acceptable to the Registration Agent.

**SECTION 7. Sale of Note.** The Note shall be sold by private negotiated sale to the Purchaser at a price of par. The Note may not be issued until the City has received the approval of the Division of Local Government Finance, as required by the Act.

**SECTION 8. Resolution a Contract.** The provisions of this resolution shall constitute a contract between the City and the registered owners of the Note, and after the issuance of the Note, no change, variation or alteration of any kind in the provisions of this resolution altering payment provisions or security for the Note shall be made in any manner until such time as the Note and interest due thereon shall have been paid in full.

**SECTION 9. Additional Authorization and Ratification.** Any and all other actions heretofore taken on behalf of the City by its officers in furtherance of the purposes of this resolution, and all acts of the officers of the City that are in conformity with the purposes and intent of this resolution, are hereby approved, ratified and confirmed in all respects.

**SECTION 10. Separability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

*Approved as to form:*

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

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



STATE OF TENNESSEE     )

COUNTY OF WILLIAMSON     )

I, Holly Earls, certify that I am the duly qualified and acting City Recorder of the City of Brentwood, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the Board of Commissioners of the Municipality held on \_\_\_\_\_ \_\_, 2020, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to a \$2,600,000 Land Acquisition Capital Outlay Note of said Municipality.

WITNESS my official signature and seal of said Municipality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

(SEAL)

27885885.1

## **Brentwood City Commission Agenda**

**Meeting Date:** 03/09/2020

Res 2020-23 - Authorizing Acquisition and Acceptance of Off-site Sewer Easements for 1537 Franklin Road Office Building Project

**Submitted by:** Chris Milton, Water & Sewer

**Department:** Water & Sewer

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### **Information**

#### **Subject**

Resolution 2020-23 - Authorizing Acquisition and Acceptance of Off-site Sewer Easements for 1537 Franklin Road Office Building Project.

#### **Background**

As a condition of approval for 1537 Franklin Road Office Building, the project developer is required to extend a sewer line off site across adjacent properties in order to connect to existing sewer infrastructure to provide sewer service to the project site. The off-site sewer has been planned under the direction of the Water Services Department evaluating multiple options to minimize disruption to the adjacent property owners while insuring the City's ability to provide efficient operations and maintenance of the facilities once installed. The final route selected for the off-site sewer requires the developer to negotiate with two adjacent property owners and obtain a sewer line easement from each. To acquire the easements, the developer must obtain appraisals and negotiate in good faith.

To date, one of the two easements negotiated with the property owner immediately adjacent and to the south of the development, NGU, LLC (Holly Tree Child Care Center) has been acquired. Staff is recommending acceptance of this sewer line easement.

The second easement being negotiated is across a parcel located on the west side of Holly Tree Gap Road and owned by Danna Owen, Qualified Marital Trust. This parcel is associated with the Brentwood Rental business, which leases the land from the owner.

The easement being requested is generally 20 feet in width and is located within a 20-foot setback along the parcel's northern property line. Negotiations between the developer and the owner have been ongoing for an extended period. City staff has been in communication with the owner as well to try and help facilitate the negotiation, but at this point there has been little success.

The developer and City staff will continue to work to obtain the easement outside of a formal condemnation proceeding. However, in accordance with Section 70-3 of City Code, staff is recommending the Board authorize the Mayor, City Manager, and City Attorney to acquire the easement through the City's powers of eminent domain should

such action be necessary. Any City expenses associated with such action shall be paid by the developer. A copy of the appraisal for the Owen property is attached for your information.

If approved, this resolution accepts the easement negotiated with NGU, LLC (the daycare) and authorizes the Mayor, City Manager, and City Attorney to acquire the easement across the Owen property up to and including the use of eminent domain with the developer paying the expenses. Attached is an area map depicting the easement area proposed. Please contact Chris Milton, Director of Water Services should you have any questions.

**Staff Recommendation**

Staff recommends approval.

**Previous Commission Action**

No previous Commission action on this item.

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**Fiscal Impact**

**Attachments**

Resolution 2020-23

Site Map

Appraisal Report

Statement from Danna Owen

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## **RESOLUTION 2020-23**

### **A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR, CITY MANAGER AND CITY ATTORNEY FOR THE CITY OF BRENTWOOD TO NEGOTIATE FOR, OR TO INSTITUTE EMINENT DOMAIN PROCEEDINGS AND/OR TO INSTITUTE OR INTERVENE IN ANY OTHER NECESSARY LEGAL ACTIONS FOR THE ACQUISITION OF EASEMENTS NECESSARY FOR THE OFF-SITE SEWER EASEMENTS FOR 1537 FRANKLIN ROAD OFFICE BUILDING PROJECT AND ACCEPT THE DEDICATION OF ONE OF THE TWO REQUIRED EASEMENTS THROUGH PROPERTY BELONGING TO NGU, LLC**

**WHEREAS**, the approved plan for 1537 Franklin Road Office Building requires the developer to extend a sewer line off-site across adjacent properties in order to connect the existing sewer infrastructure in order to obtain sewer service to the project site; and

**WHEREAS**, in order to proceed with said offsite improvements, the developer has negotiated the acquisition of one of the two required easements for installation and maintenance of a sewer line on property belonging to NGU, LLC; and

**WHEREAS**, as the easement and sewer improvements will become part of the sewer system of the City of Brentwood, it is necessary that said easement be formally accepted by the City; and

**WHEREAS**, such improvements are necessary to the health, safety and welfare of area residents; and

**WHEREAS**, the City of Brentwood, under its charter, has the legal authority to condemn property, real or personal, or any easement or interest therein, whether within or without the City, for present or future public use, and the conditions may require the City of Brentwood to exercise this legal right.

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

**SECTION 1.** That the Mayor, City Manager and City Attorney for the City of Brentwood be and they are hereby authorized to negotiate for, or to institute eminent domain proceedings and/or to institute or intervene in any other necessary legal actions for the acquisition of an easement for the 1537 Franklin Road office building project.

**SECTION 2.** That the Mayor, City Manager and City Attorney for the City of Brentwood are also hereby authorized to take such steps as may be necessary to accept the dedication of an off-site sewer easement through property belonging to NGU, LLC for offsite sewer improvements to facilitate development of 1537 Franklin Road office building project.

**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



Proposed Off-site Sewer  
Line Easement (Hatched Area)  
Danna Owen, Qualified Marital Trust

Proposed Off-site Sewer  
Line Easement.  
NGU, LLC (Daycare)





**PREPARED FOR:**

MR. PATRICK PITTS  
LAND ACQUISITION COUNSEL  
GROVE PARK CONSTRUCTION  
P.O. BOX 2966  
BRENTWOOD, TN 37024

**APPRAISAL REPORT OF:**

SEWER LINE EASEMENT  
OWNERSHIP: DANNA B. OWEN QUALIFIED MARITAL TRUST  
TAX MAP 36, PARCEL 32.00  
1383 HOLLY TREE GAP ROAD  
BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE

**APPRAISED BY:**

ERIC L. BOOZER, MAI, CCIM  
STATE CERTIFIED REAL ESTATE APPRAISER, CG-389

***BOOZER & COMPANY, P.C.***

MISSION COURT  
106 MISSION COURT, SUITE 1001  
FRANKLIN, TENNESSEE 37067

**EFFECTIVE DATE OF APPRAISAL:**

NOVEMBER 9, 2019

**DATE OF REPORT:**

NOVEMBER 13, 2019

**BOOZER &  
COMPANY, P.C.**

*Professional Real Estate Appraisers & Consultants*

---

November 13, 2019

Mr. Patrick Pitts  
Grove Park Construction  
P.O. Box 2966  
Brentwood, TN 37024

**RE: Appraisal Report of:  
Sewer Line Easement  
Ownership: Danna B. Owen Qualified Marital Trust  
Tax Map 36, Parcel 32.00  
1383 Holly Tree Gap Road  
Brentwood, Williamson County, Tennessee**

Dear Mr. Pitts,

In accordance with your request, I have personally inspected and appraised the above captioned property for the purpose of estimating the compensation for the rights being acquired for a Permanent Sewer Easement.

The intended use of this Appraisal Report is to assist our client and intended user, Mr. Patrick Pitts with Grove Park Construction and intended users, Mr. Pitts, Grove Park Construction, and City of Brentwood, in making financial decisions concerning the subject property. This report is for the exclusive use of the addressee. Boozer & Company, P.C. is not responsible for unauthorized use of this report.

The subject property consists of a 0.84-acre rectangular site located on the west side of Holly Tree Gap Road in Brentwood, Tennessee. The property is partially improved with a paved asphalt/concrete parking area which is being utilized for materials and equipment open storage. The subject lot is used in conjunction with an existing equipment rental facility known as Brentwood Equipment Rentals. The property is further identified by the Williamson County Property Assessor as Parcel 32.00 on Tax Map 36. The property has a street address of 1383 Holly Tree Gap Road, Brentwood, TN 37027.

A Permanent Sewer Easement containing 3,506 SF is proposed for a portion of the northern end of the subject tract. The easement area has an approximate average length of 175 feet and an average width of 20 feet and is positioned approximately 15'-20' south of the northern property line. The western end of the easement adjoins an existing 20' wide City of Brentwood Sewer Easement, which crosses the central part of the property in a north-south direction. The amount due owner derived in this appraisal does not include any potential construction damage or loss to underground utility lines, septic systems, fences, gates, driveways, parking lots, parking spaces, trees, landscaping, access, etc. Some of the proposed easement area appears to be within a required minimum building setback area.

This appraisal is also based on the **extraordinary assumption** that the actual easement will not vary significantly from the furnished engineers drawing; and upon completion of construction/installation of the sewer line, the easement area will be restored to its original condition, or near thereto as is reasonably possible. **The use of extraordinary assumptions could have an effect on assignment results.**

Mr. Pitts  
Page 2  
November 13, 2019

To the best of my knowledge, this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform, Recovery and Enforcement Act - FIRREA).

The person signing this report has the knowledge and experience to complete the assignment competently. The person signing this report is duly licensed by the appropriate state to perform this level of appraisal under certificate number CG-389.

The market value estimate shown below is based on furnished data, our personal inspections, public records and other pertinent information. This appraisal is based on the assumption that the furnished data is true and correct.

The report, which follows, contains a summary of our investigation and analysis. The pertinent facts and data, which we believe applicable to the property, are discussed and the reasons leading to our estimate of value are included. The acceptance of this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

Based upon our investigation, and subject to the extraordinary and general assumptions and limiting conditions as set forth in the report, the estimated amount due to the property owner, as of November 9, 2019, is shown below:

| Summary of Amount Due Owner |                 |
|-----------------------------|-----------------|
| Permanent Sewer Easement:   | <b>\$44,000</b> |

*The amount due owner derived in this appraisal does not include any potential construction damage or loss to underground utility lines, septic systems, fences, gates, signage, driveways, parking lots, parking spaces, trees, landscaping, access, outbuildings, site improvements, etc. Our assumption is that upon completion of construction, the easement area and subject property will be restored to its original condition, or near thereto as is reasonably possible.*

I would like to thank you for selecting our firm for this assignment and if I may be of further assistance, please advise.

Sincerely,

**BOOZER & COMPANY, P.C.**



Eric L. Boozer, MAI, CCIM, CG-389  
Tennessee Certified General Real Estate Appraiser

## Brentwood City Commission Agenda

**Meeting Date:** 03/09/2020

Appointment of One (1) Member to the Board of Zoning Appeals

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Appointment of One (1) Member to the Board of Zoning Appeals

#### **Background**

At the March 9, 2020 meeting, the Board of Commissioners will appoint one (1) member to the Board of Zoning Appeals (BZA). The appointees will serve a three (3) year term expiring March 31, 2023. Applicants must be residents of the City of Brentwood.

Notice of the upcoming appointment and process/deadlines for applications were published in the "Williamson" section of *The Tennessean*, posted on the City's web page and on the Brentwood City Government Cable Channel (BTV).

The interested applicants are:

1. Clellon Loveall (incumbent)
2. Tony Truss
3. Jason Welch

The applications are attached.

#### **Staff Recommendation**

n/a

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### **Fiscal Impact**

#### **Attachments**

Applications

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**From:** [tech@brentwoodtn.gov](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Friday, January 10, 2020 12:30:19 PM

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**Warning:** External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

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

**Form Name:** Board and Commission Applicant Information Sheet  
**Date & Time:** 01/10/2020 12:30 PM  
**Response #:** 169  
**Submitter ID:** 17095  
**IP address:** 2602:302:d1e1:5b20:11eb:fa4:a122:a660  
**Time to complete:** 24 min. , 32 sec.

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#### Survey Details

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##### Page 1

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

☒ I Understand

**Please select the Board you wish to apply for:**

☐ Board of Zoning Appeals

**What is your name?**

cllellon loveall

**Spouse's name (if applicable)?**

Jane

**Address:**

1010 green hill cove

**Phone Number:**

6153738955

**Email address:**

Clloveall@msn.com

**Employment Status:**

(o) Retired

**Current Employer or Former Employer if Retired**

Tn Dept of Transportation

**Job Title**

Engineering administrator

**Spouse's Current Employer or Former Employer if Retired:**

Scales Elementary

**Spouse's Job Title:**

Secretary

**How many years have you lived in Brentwood?**

40

**Please provide a detailed description of your community involvement below:**

Board of Zoning Appeals currently  
serving as Vice Chairman  
President of Northside and Scales  
Parents Clubs  
Commissioner and coach of Civitan  
ball teams  
Lector and Eucharistic minister at  
Holy Family Catholic Church

**Please provide a brief summary of why you would like to serve on this board:**

As a current and past member and as  
a Licenced Professional Engineer I  
would be euniquity qualified to continue to serve.

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

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

Rhea Little is my nephew

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

No

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

No

**By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.**

☒ I Agree

Thank you,  
**City of Brentwood**

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**From:** [tech@brentwoodtn.gov](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Tuesday, December 10, 2019 9:54:35 AM

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**Warning:** External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

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

**Form Name:** Board and Commission Applicant Information Sheet  
**Date & Time:** 12/10/2019 9:54 AM  
**Response #:** 155  
**Submitter ID:** 15840  
**IP address:** 68.53.115.55  
**Time to complete:** 16 min. , 53 sec.

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#### Survey Details

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##### Page 1

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

☒ I Understand

**Please select the Board you wish to apply for:**

(o) Board of Zoning Appeals

**What is your name?**

Tony Trus

**Spouse's name (if applicable)?**

Meg

**Address:**

6 Cloud Point

**Phone Number:**

6153151000

**Email address:**

Ttrus@onepax.com

---

**Employment Status:**

(o) Employed

**Current Employer or Former Employer if Retired**

Onepax

**Job Title**

Consultant

**Spouse's Current Employer or Former Employer if Retired:**

Vanderbilt University Medical Center

**Spouse's Job Title:**

Manager

**How many years have you lived in Brentwood?**

12

**Please provide a detailed description of your community involvement below:**

Volunteer as a firefighter and first responder for Williamson County Fire (NVFD Station 16)

**Please provide a brief summary of why you would like to serve on this board:**

I am at a point in my life where I am financially sound and want to focus more time Volunteering for worthwhile activities. I have no connection or affiliation with builders that would bring bias or favoritism into a committee vote and believe that I can approach each matter with fairness and professionalism

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

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

I have no blood connection to any employee that is employee with the city.

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

I do not knowingly have direct business relationships with the city or any of its vendors/suppliers. Our fire department does use Brentwood Fire via mutual aid on calls where we either don't have the resources or BWFD has a skill set that is needed for the incident (swift water rescue / hazmat / tactical incident response).

**If appointed to the board identified above, are you aware of any potential conflicts of interest you**



may have in regard to business before the board? If so, please describe:

No

**By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.**

☒ I Agree

Thank you,  
**City of Brentwood**

---

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**From:** [tech@brentwoodtn.gov](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Friday, December 27, 2019 4:26:35 PM

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**Warning:** External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

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

**Form Name:** Board and Commission Applicant Information Sheet  
**Date & Time:** 12/27/2019 4:26 PM  
**Response #:** 156  
**Submitter ID:** 16978  
**IP address:** 24.11.194.42  
**Time to complete:** 20 min. , 57 sec.

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#### Survey Details

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##### Page 1

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

☒ I Understand

**Please select the Board you wish to apply for:**

☐ Board of Zoning Appeals

**What is your name?**

Jason K. Welch

**Spouse's name (if applicable)?**

Michelle K. Welch

**Address:**

1808 Burland Crescent

**Phone Number:**

630-247-0005

**Email address:**

jasonwelch77@outlook.com

**Employment Status:**

(o) Employed

**Current Employer or Former Employer if Retired**

InSite

**Job Title**

Director

**Spouse's Current Employer or Former Employer if Retired:**

Homemaker

**Spouse's Job Title:**

Homemaker

**How many years have you lived in Brentwood?**

2

**Please provide a detailed description of your community involvement below:**

Treasurer of the Cromwell HOA

Member-Holy Family Church

**Please provide a brief summary of why you would like to serve on this board:**

My efforts to serve our community are based upon the desire to preserve the core values and vision for Brentwood.

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

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

No

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

No

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

No

**By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.**

[x] I Agree

Thank you,  
**City of Brentwood**

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