



**Agenda for the Regular Meeting of Board of Commissioners  
Monday, June 8, 2020 - 7:00 pm  
Brentwood City Hall**

In the interest of the public health, safety, and welfare of the public, this meeting will be held electronically pursuant to Governor's Executive Order No. 16. Physical presence of the public will be limited, but the meeting may be viewed online at [www.brentwoodtn.gov/livestream](http://www.brentwoodtn.gov/livestream).

Call to Order by Mayor

Roll Call

Invocation by Commissioner Andrews

Pledge of Allegiance to the Flag by Commissioner Dunn

Police Department Badge Pinning Ceremony of Asst. Chief Richard Hickey, Patrol Captain Jim Colvin, Patrol Lieutenant Dustin Miller

**Public Hearing**

1. Public hearing on Ordinance 2020-01 - AN ORDINANCE REZONING PROPERTY LOCATED AT 9520 SPLIT LOG ROAD FROM R-2 (SUBURBAN RESIDENTIAL) TO OSRD (Open Space Residential Development)
2. Public hearing on Ordinance 2020-03 - AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT
3. Public hearing on Ordinance 2020-04 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021
4. Public hearing for proposed six-year Capital Improvements program for Fiscal Years 2021-2026

Public hearings on rezoning ordinances are primarily intended as opportunities for citizens to voice their views in support of or opposition to a rezoning that has been proposed by other parties. Persons speaking on behalf of the property owner or the applicant for the rezoning are allowed opportunities to speak when the ordinance is considered for passage on first and second reading, and are encouraged to confine their remarks to those opportunities. Any citizens who wish to make a comment during one of the public hearings may have access to do so via webcam at City Hall during the applicable portion of the meeting.

## **Approval or Correction of Minutes**

May 26, 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. Any citizens who wish to make a comment may have access to do so via webcam at City Hall during the citizens comment portion of the meeting.*

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 2020-48 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH VERTIV CORPORATION FOR MAINTENANCE OF THE UNINTERRUPTIBLE POWER SYSTEMS (UPS), for adoption
2. Resolution 2020-50 - A RESOLUTION ADOPTING REVISIONS TO THE CITY'S PERSONNEL RULES AND REGULATIONS
3. Approval of a change order with Graybar Light Company for LED light fixtures for Crockett Park and Granny White Park
4. Approval to purchase new microphone system for the City Commission Chambers

## **Old Business**

1. Other old business

## **New Business**

1. Ordinance 2020-06 - AN ORDINANCE REZONING PROPERTY LOCATED ON THE NORTH SIDE OF MOORES LANE ADJACENT TO AND EAST OF THE MOORES LANE GREENWAY FROM R-2 (SUBURBAN RESIDENTIAL) TO C-1 (COMMERCIAL OFFICE), for consideration on first reading
2. Ordinance 2020-07 - AN ORDINANCE REZONING PROPERTY LOCATED IN THE SOUTHEAST QUADRANT OF THE INTERSECTION OF FRANKLIN ROAD AND WILSON PIKE CIRCLE FROM AR (AGRICULTURAL RESIDENTIAL) TO SI-3 (SERVICE INSTITUTION -- CULTURAL, RECREATIONAL AND GOVERNMENTAL), for consideration on first reading



3. Ordinance 2020-09 - AN ORDINANCE AMENDING ORDINANCE 2019-03, THE BUDGET APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020, for consideration on first reading
4. Resolution 2020-49 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH GARLAND/DBS, INC. FOR A SHINGLE ROOF REPLACEMENT PROJECT AT THE JOHN P. HOLT BRENTWOOD LIBRARY, for adoption
5. Resolution 2020-51 - A RESOLUTION AUTHORIZING A TEMPORARY MODIFICATION TO THE CITY OF BRENTWOOD UTILITY BILLING POLICIES DUE TO THE HARDSHIPS AS A RESULT OF THE COVID-19 VIRUS, for adoption
6. Appointment by Mayor of Three (3) Members to the Planning Commission
7. Appointment of two (2) members to the Library Board
8. Other new business

A handwritten signature in black ink, appearing to read "Kirk Bednar", with a stylized, flowing script.

Kirk Bednar  
City Manager

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

**Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Ordinance 2020-01 - Public Hearing for 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**

Public Hearing for Ordinance 2020-01, which requests the rezoning of approximately 28 acres of land located on the north side of Split Log Road, 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 includes 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 and own 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. The item was deferred 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. At the March 9 meeting, the Board of Commissioners unanimously approved the ordinance on its first reading.

On March 17, 2020 the developer was notified that staff recommended that the required community meeting be postponed due to the COVID-19 pandemic in an effort to be in compliance with the Governor's executive orders and the CDC guidelines regarding public gatherings. The community meeting was originally scheduled for April 2, 2020 but was not held until May 28, 2020. Postponement of the community meeting stopped the rezoning process temporarily. Section 78-87(f) provides for a total of 120 days after a rezoning is placed on the agenda for first reading (February 10, 2020), to complete the rezoning process. The initial deadline to complete the rezoning process, as considered from February 10, 2020 was June 9, 2020. The staff requested deferral of the community meeting resulted in a 72-day delay (as counted from March 17 to May 28) in the consideration of the request. Since deferral of the community meeting was at staff's recommendation and due to circumstances beyond the applicant's control, it is recommended that the maximum number of days to complete the rezoning process for Ordinance 2020-01 be extended accordingly. Second and final reading is currently scheduled for June 22, 2020.

The Allens have agreed to sell their 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"), identified as Lot 18 on the attached plan, 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 proposed subdivision restrictive covenants require that the lot on which the Allen residence is located shall not be further subdivided, but shall remain as currently configured. 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, also 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	22,014	0.51
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	8.19

\*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>ALLEN PROPERTY REZONING</b>	
<b>OPEN SPACE CALCULATIONS 2-26-2020</b>	
Total Site Area (AC)	<b>27.99</b>
Less R.O.W. dedication -- Internal streets	1.80
TOTAL	26.19
Less Areas in 25% Slopes	0.15
Plus 25% of slopes over 25%	0.04
Less Area in Electrical & Gas Easements	3.51
Plus 25% of Area in Electrical & Gas Line Easements	0.88
Total Usable Land Area (AC)	23.45
Less area in lots >1 acre	5.23
TOTAL LAND AREA AVAILABLE	<b>18.22</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
Excess 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, which will meet Code requirements will be added within the buffer consistent with those existing in the Glen Abbey, arterial road buffer. 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. The reason for this request is related to the encumbrance of a jurisdictional wetland area and overhead utility lines along Split Log Road in the buffer. 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 developer 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. Please note that these figures were before the outbreak of the COVID-19 pandemic.

The community meeting was conducted on Thursday May 28, 2020, at the Library. *A total of 12 citizens attended the meeting. Concerns expressed included:*

- *Drainage from Glen Abbey and the new development onto the neighboring properties – 9510 & 9528 Split Log Road;*
- *The existing temporary dead end of Barrow in Glen Abbey – residents not aware that the road would be extended;*
- *The new entrance aligning with Ivy Crest Drive in Taramore;*
- *Additional traffic on Split Log Road;*
- *Future subdivision of the 6.23 acre tract;*
- *The elevation of the stub road in Glen Abbey – road cut through the hill and grading;*

- *Removal of the perimeter fence – it will remain; and*
- *Maintenance of the gas line easement – which is open space and will be maintained by the future HOA.*

The Planning Commission is scheduled to review the request and provide its recommendations at its June 1, 2020 meeting. The public hearing before the Board of Commissioners is scheduled for June 8, 2020. Second and final reading is scheduled for June 22, 2020.

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

### **Staff Recommendation**

Not Applicable.

### **Previous Commission Action**

On March 9, 2020 the aboard of Commissioners voted unanimously, seven for and zero against (7-0) to recommend approval on first reading of Ordinance 2020-01.

On February 10, 2020 the applicant requested a deferral of consideration of the request by the Board of Commissioners relating to the size of the large lot (Lot 18) and its potential to be further subdivided in the future once OSRD zoning was in place. Since the deferral on the developers' attorney has prepared restrictive covenants that would apply in perpetuity to the large lot.

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### **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





## **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







N:\2019\19182\_Lose\_Design\19182\_00000\19182\_00000.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 1 SURVEY  
AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS  
1: 13,900+ AS SHOWN HEREON.

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

#### ROW AREA TABLE

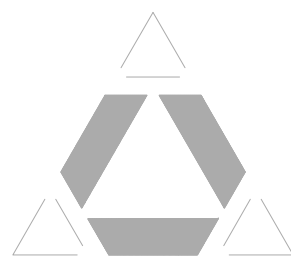
PARCEL AREA TABLE		
LOT #	SQ. FOOTAGE	ACREAGE
21	67,242 S.F.	1.54

## 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

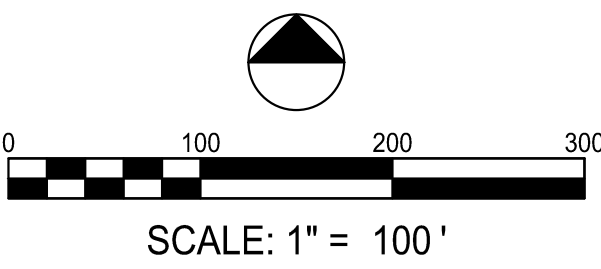
TY BEING PARCEL 35.03 ON TAX MAP 55 WILLIAMSON COUNTY, TENNESSEE, AND BEING  
TY CONVEYED TO KENDALL KELLER ALLEN & MARY JO ALLEN BY DEED RECORDED IN  
PG. 450, R.O.W.C. TENNESSEE.

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

# ALLEN PROPERTY

## R-2 EXHIBIT

## TURNBERRY HOMES



JANUARY 2020

LA#: 19182



PRELIMINARY PLAN

# ALLEN PROPERTY

OSRD ZONING

PREPARED FOR:  
TURNBERRY HOMES



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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

SUBMITTALS / REVISIONS		
NO.	DATE	DESCRIPTION

SHEET TITLE	
COVER SHEET	

PROJECT NO. 19182	DATE 02/26/2020
DRAWN BY BB	SCALE NTS
CHECKED BY MB	
SHEET NO.	

C0.00

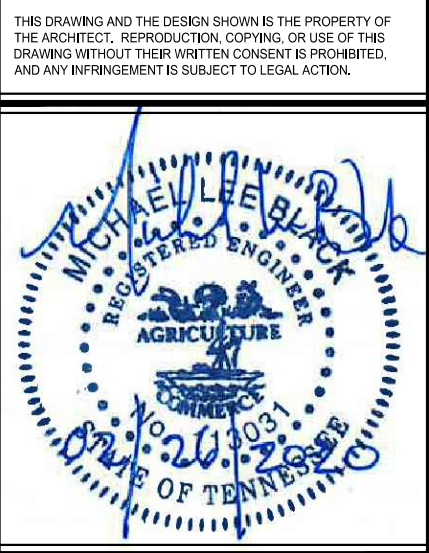




PROPERTY INFORMATION:

PARCEL: 35.03  
TAX MAP: 55  
WILLIAMSON COUNTY, TN  
OWNER: KENDALL ALLEN  
DEED RECORDED IN BK. 5772,  
PG. 450, R.O.W.C. TN.  
SITE AREA: 1,219,445 SQ. FT. OR  
27.995 ACRES ±  
ZONED: R-2  
PROPOSED ZONING: OSRD

NOTE:  
BOUNDARY AND FIELD RUN TOPO PROVIDED BY  
DETLA ASSOCIATES INC..  
LOSE DESIGN ACCEPTS NO RESPONSIBILITY FOR  
THE ACCURACY OF THE BASE SURVEY  
INFORMATION.  
CONTACT INFO: 615.850.3501



ALLEN PROPERTY  
OSRD ZONING

TURNBERRY HOMES

BRENTWOOD

TN

SUBMITTALS / REVISIONS		
NO.	DATE	DESCRIPTION

SHEET TITLE

REZONING REQUEST

PROJECT NO.  
19182

DATE  
02/26/2020

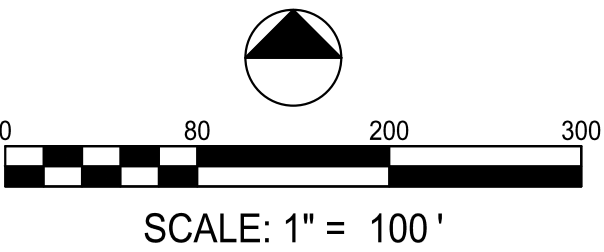
DRAWN BY  
DB

SCALE  
1" = 100'

CHECKED BY  
MB

SHEET NO.

C0.03





n:\2019\19182 - Allen Property\CAD\1 - Allen\11142.dwg 12/20/2019 GRADING, 8:58:53 AM, 11/26/2020 12:38 PM



GRADING LEGEND:

- PROPOSED INDEX CONTOUR LINE
- PROPOSED INTERVAL CONTOUR LINE
- EXISTING INDEX CONTOUR LINE
- EXISTING INTERVAL CONTOUR LINE
- SCENIC EASEMENT (NO DISTURBANCE)

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

LOSE  
DESIGN  
SPACES FOR LIFE.

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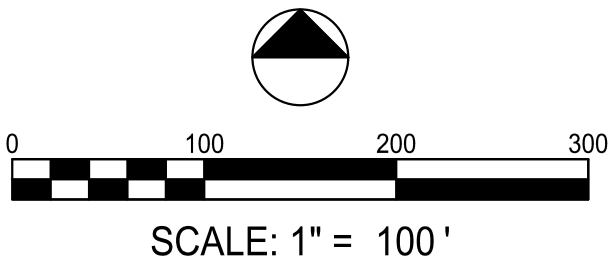
ALLEN PROPERTY  
OSRD ZONING  
TURNBERRY HOMES  
BRENTWOOD  
TN

SUBMITTALS / REVISIONS		
NO.	DATE	DESCRIPTION

SHEET TITLE  
GRADING & DRAINAGE  
PLAN

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

C2.00





n:\2019\19182 - Allen Property\CAD\13 - 4/26/2020 GRADING - 4/26/2020.dwg - 11:42:22 AM - 11/26/2020 11:42:22 AM



GRADING LEGEND:

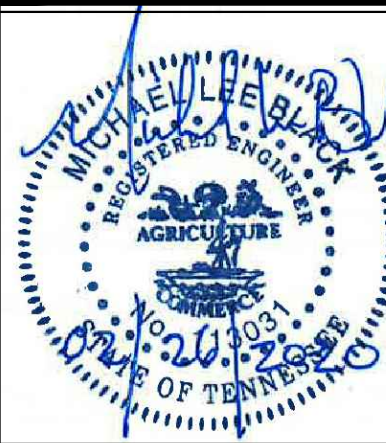
- 860 PROPOSED INDEX CONTOUR LINE
- 861 PROPOSED INTERVAL CONTOUR LINE
- 860 EXISTING INDEX CONTOUR LINE
- 861 EXISTING INTERVAL CONTOUR LINE

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

TN

BRENTWOOD

SUBMITTALS / REVISIONS		
NO.	DATE	DESCRIPTION

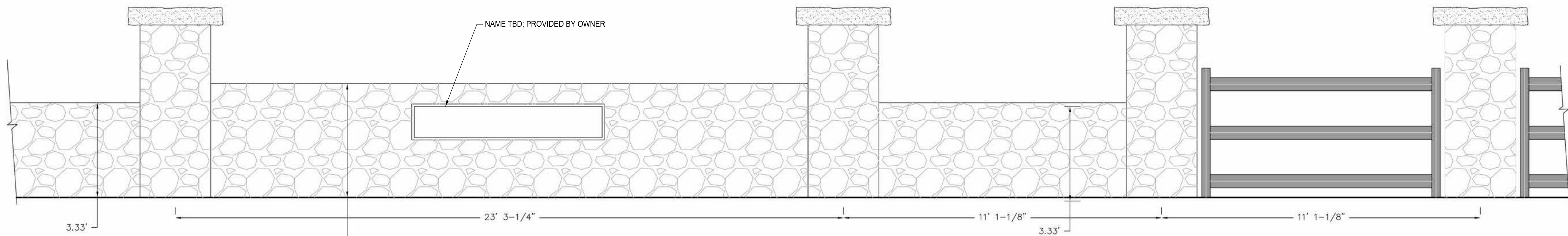
SHEET TITLE

SLOPE ANALYSIS

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

C2.01



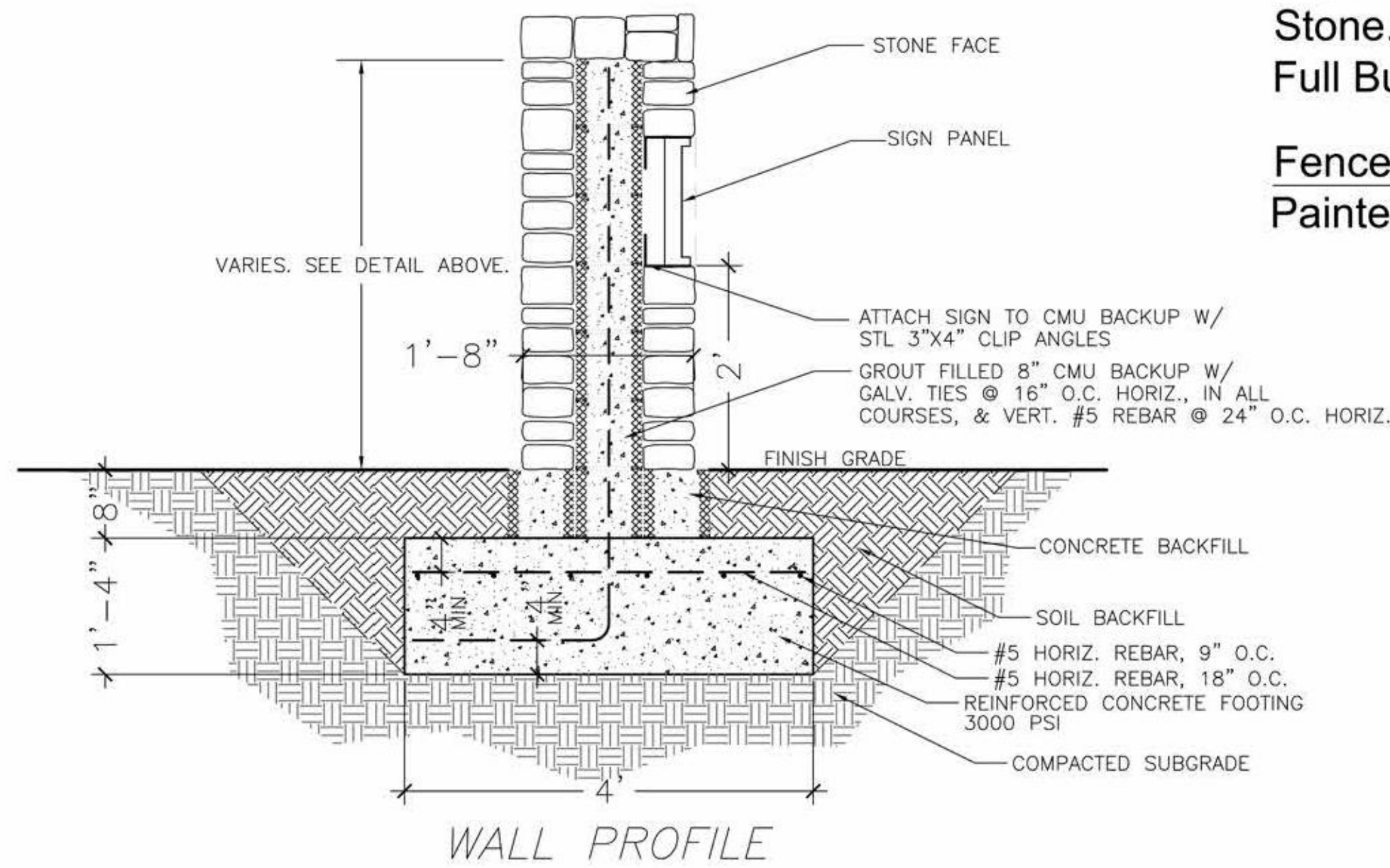


ENTRANCE WALL

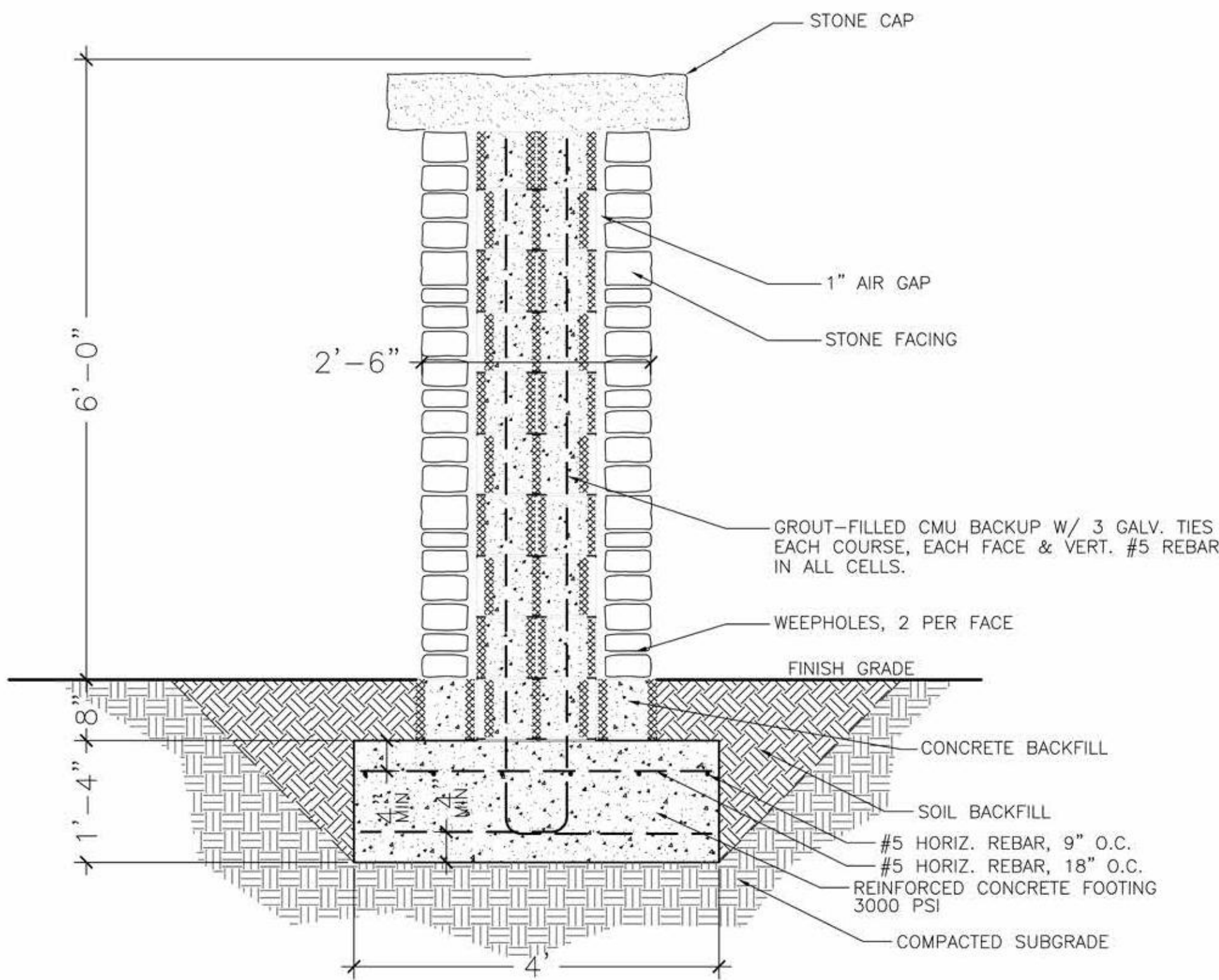
Material Selections

Wall and Columns:  
 Arriscraft Weathered Wood  
 Stone. Style to be Chalet.  
 Full Buff Mortar.

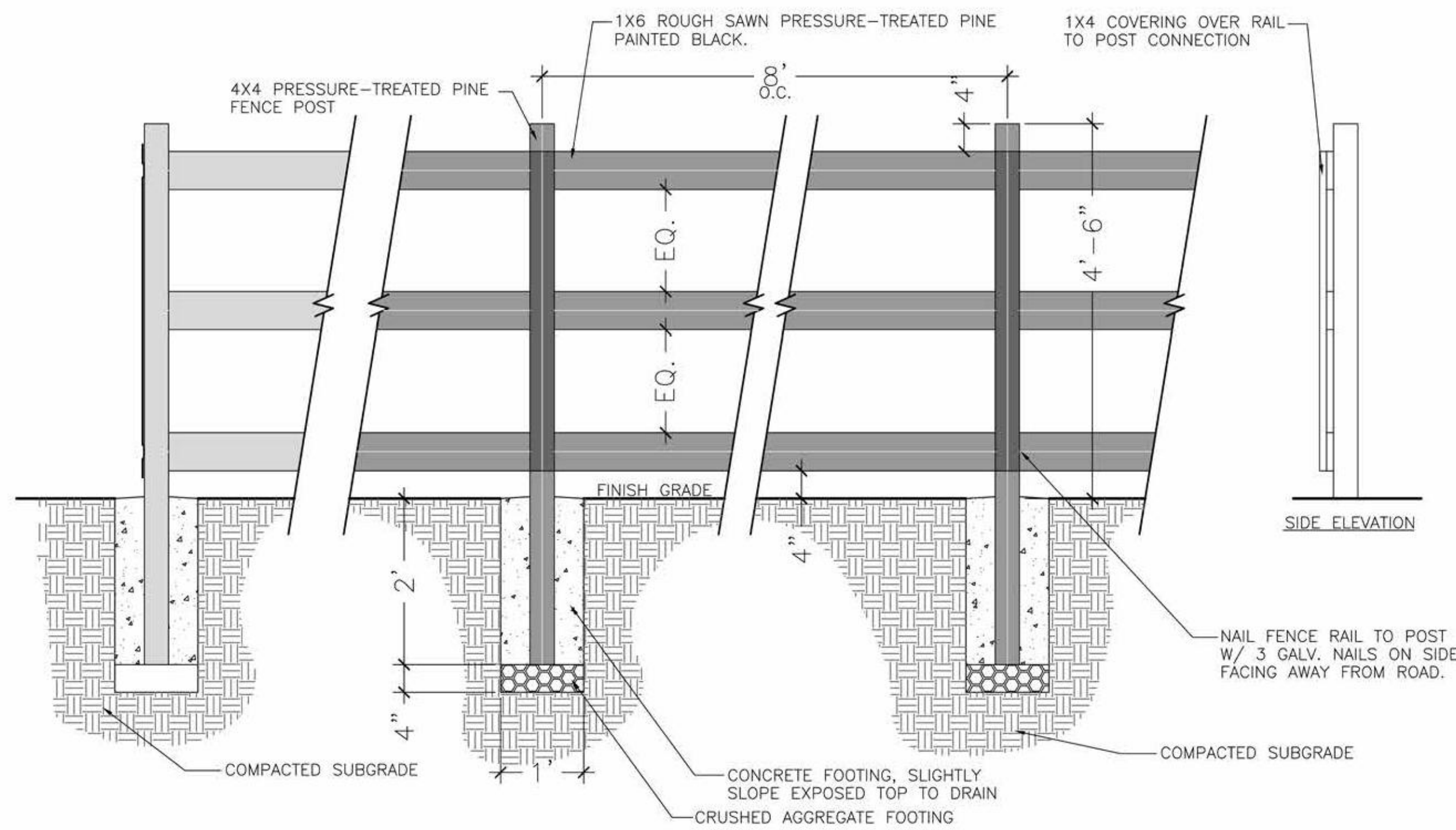
Fence:  
 Painted Black.



WALL PROFILE



COLUMN PROFILE



WOOD FENCE



210 Jamestown Park Drive, Suite 210  
 Brentwood, Tennessee 37027  
 Phone: 615.376.7001  
 Fax: 615.376.6036

SUBMITTALS / REVISIONS		
NO.	DATE	DESCRIPTION

SHEET TITLE	
SITE DETAILS	

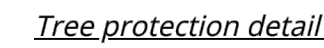
PROJECT NO. 19182	DATE 02/26/2020
DRAWN BY BB	SCALE NTS
CHECKED BY MB	
SHEET NO.	





TREE INVENTORY LIST					
NO.	SPECIES	CAUDER INCHES	CAUDER REMOVED	CAUDER PROTECTED	
1	TREE	10	10		
2	TREE	10		10	
3	TREE	10			10
4	CEDAR	8	8		
5	CEDAR	8	8		
6	HACKBERRY	12	12		
7	TREE	14	14		12
8	TREE	14	14		
9	HACKBERRY	12	12		
10	TREE	20			24
11	HACKBERRY	16	16		
12	HACKBERRY	16	16		
13	HACKBERRY	8	8		
14	HACKBERRY	20	20		
15	CEDAR	8	8		
16	HACKBERRY	8	8		
17	HACKBERRY	8	8		
18	HACKBERRY	15	15		
19	HACKBERRY	8	8		
20	TREE	20	18	18	
21	HACKBERRY	10	10	10	
22	HACKBERRY	8	8		
23	HACKBERRY	18	18		
24	HACKBERRY	12	12		
25	HACKBERRY	12	12		
26	TREE	8	8		20
27	HACKBERRY	12	12		
28	TREE	14	14		
29	HACKBERRY	12	12		
30	TREE	12	12		
31	CEDAR	14	14		
32	CEDAR	8			8
33	CEDAR	12	12		
34	CEDAR	8			8
35	CEDAR	10			10
36	CEDAR	12	12		
37	HACKBERRY	18	18		
38	TREE	20			
39	WALNUT	28	28		
40	HACKBERRY	12	12		
41	TREE	14	14		
42	HACKBERRY	14	14		
43	HACKBERRY	14	14		
44	TREE	12	12		
45	HACKBERRY	24	24		
46	HACKBERRY	8	8		
47	TREE	20	20		
48	HACKBERRY	12	12		
49	HACKBERRY	12	12		
50	CEDAR	8	8		
51	HACKBERRY	10			10
52	TREE	20			20
53	HACKBERRY	18			18
54	TREE	18			18
55	HACKBERRY	24			24
56	TREE	14			14
57	TREE	14			14
58	HACKBERRY	12			12
59	HACKBERRY	12	12		
60	TREE	20	20		
61	TREE	15			15
62	CEDAR	15	15		
63	TREE	18			18
64	HACKBERRY	12			12
65	TREE	10			10
66	CEDAR	24			24
67	HACKBERRY	10	10		
68	TREE	10			10
69	HACKBERRY	8			8
70	HACKBERRY	10			10
71	CEDAR	18			18
72	CEDAR	12			12
73	CEDAR	12			12
74	CEDAR	36			36
75	CEDAR	36			36
76	CEDAR	10			10
77	HACKBERRY	10			10
78	CEDAR	10			10
79	TREE	15			15
80	HACKBERRY	10			10
81	HACKBERRY	10			10
82	CEDAR	10			10
83	CEDAR	10			10
84	HACKBERRY	14			14
85	CEDAR	10			10
86	HACKBERRY	12			12
87	HACKBERRY	14			14
88	CEDAR	10			10
89	CEDAR	14			14
90	HACKBERRY	10			10
91	HACKBERRY	12			12
92	HACKBERRY	10			10
93	CEDAR	16			16
94	CEDAR	10			10
95	HACKBERRY	10			10
96	HACKBERRY	24			24
97	HACKBERRY	12			12
98	HACKBERRY	12			12
99	HACKBERRY	10			10
100	CEDAR	8			8
101	HACKBERRY	16			16
102	CEDAR	20			20
103	TREE	10			10
104	TREE	8			8
105	TREE	15			15
106	HACKBERRY	36	36		
107	TREE	12			12
108	HACKBERRY	15			15
109	CEDAR	12			12
110	CEDAR	12			12
111	TREE	18			18
112	TREE	20			20
113	TREE	24			24
114	TREE	18			18
115	TREE	48			48
116	TREE	96			96
117	CEDAR	24			24
118	CEDAR	20			20
119	CEDAR	20			20
120	TREE	24			24
121	TREE	30			30
122	TREE	24			24
123	TREE	30			30
124	TREE	28			28
125	CEDAR	14			14
126	TREE	48			48
127	CEDAR	12			12
128	HACKBERRY	24			24
129	TREE	20			20
130	TREE	20			20
131	TREE	36			36
132	TREE	12			12
133	TREE	12			12
134	TREE	14			14
135	TREE	12			12
136	TREE	12			12
137	TREE	20			20
138	TREE	30			30
139	TREE	36			36
140	TREE	36			36
141	TREE	30			30
142	TREE	18			18
143	TREE	48			48
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145	TREE	20			20
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154	TREE	36			36
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156	TREE	24			24
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306	TREE	24			24
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308	TREE	24			

12/12/2019 Brentwood, TN Code of Ordinances



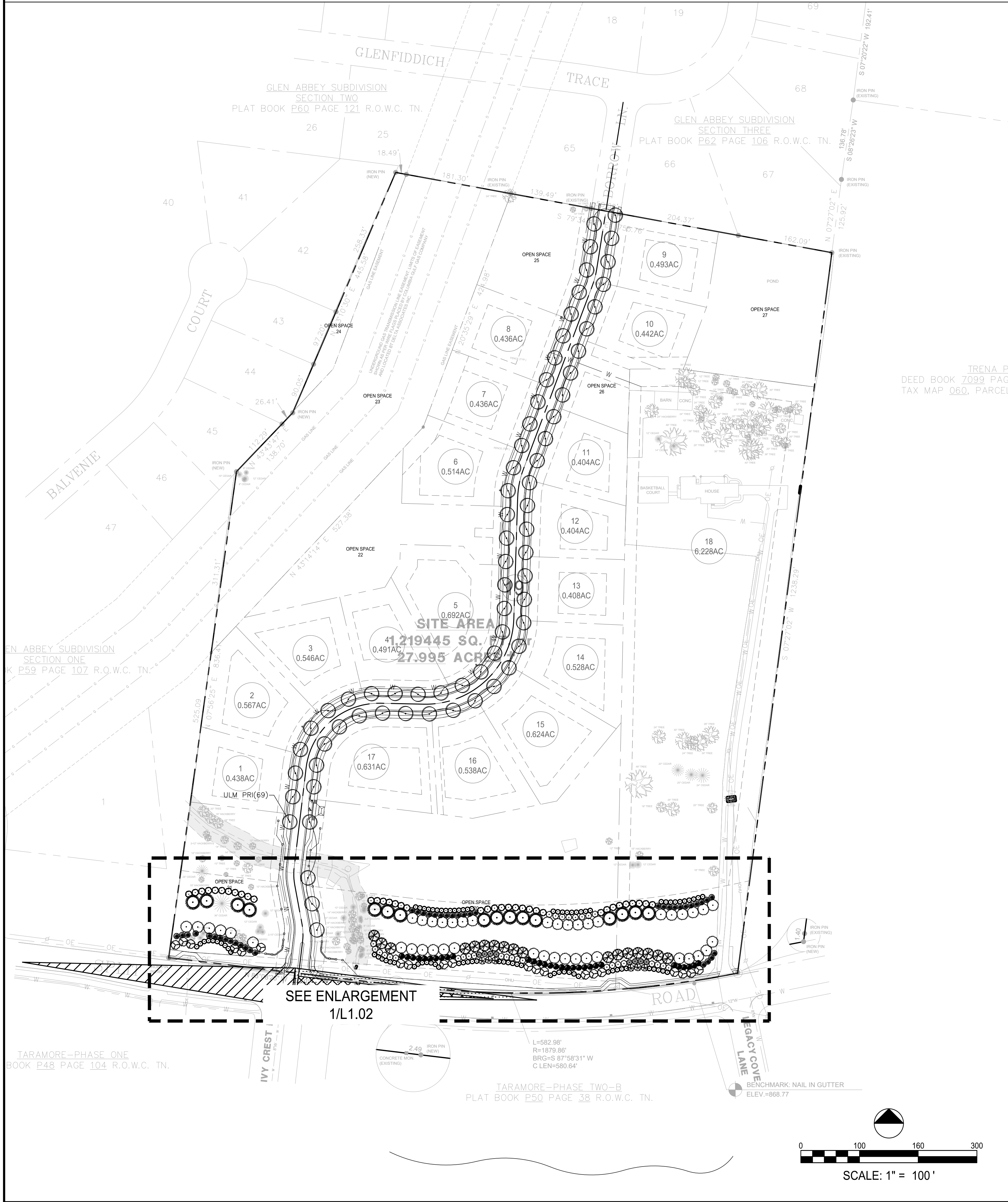
**1** TREE PROTECTION DETAIL (APPENDIX A)  
SCALE: NTS





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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ALLEN PROPERTY  
OSRD ZONING  
TURNBERRY HOMES

BRENTWOOD

SUBMITTALS / REVISIONS	
NO.	DESCRIPTION

SHEET TITLE

OVERALL LANDSCAPE PLAN

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

L1.01





TN

ALLEN PROPERTY  
OSRD ZONING

TURNBERRY HOMES

BRENTWOOD

SUBMITTALS / REVISIONS		
NO.	DATE	DESCRIPTION

SHEET TITLE  
  
ROADWAY BUFFER  
LANDSCAPE PLAN

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

L1.02

### PLANT SCHEDULE ARTERIAL ROAD BUFFER

EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT	REMARKS
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	LOBLOLLY 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.
FLOWERING TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT	REMARKS
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. BRANCH 3'

### ARTERIAL ROADWAY BUFFER CALCULATIONS

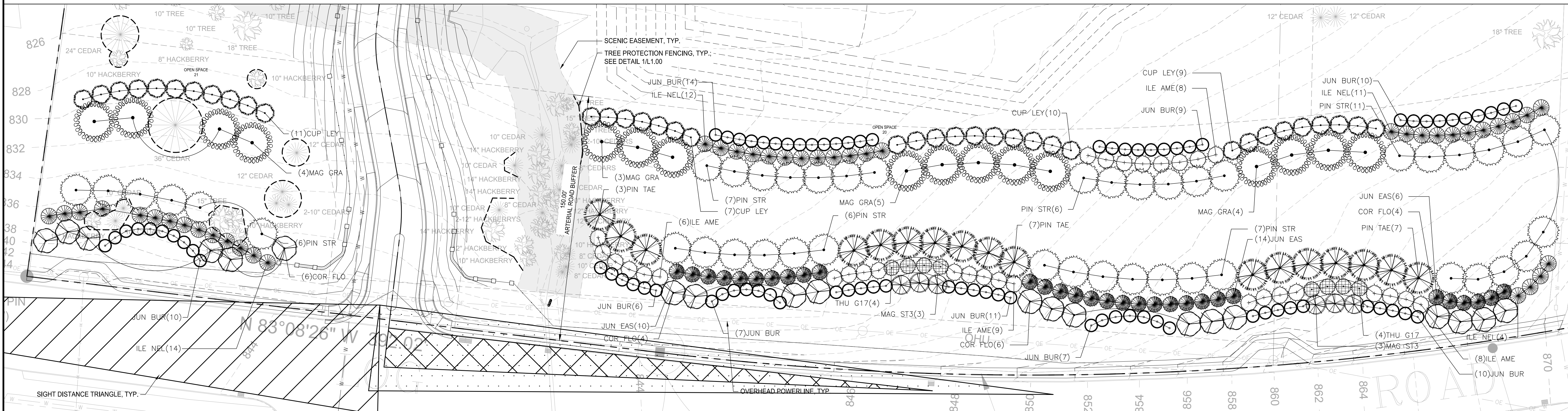
DESCRIPTION	QUANTITY	NOTES
TREES REQUIRED	438	972.66/100 = 9.73 9.73 X 45 = 437.85 = 438
PROVIDED		
BUFFER TREES	333	EVERGREEN TREES: 307 DECIDUOUS TREES: 26
STREET TREES	69	DECIDUOUS TREES: 69
SAVED TREES IN ARTERIAL BUFFER	36	SEE EXCEL CHART SHEET L1.00
TOTAL TREES PROVIDED	438	EVERGREEN TREES: 78%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

#### ARTERIAL ROADWAY BUFFER REQUIREMENTS:

- 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.
- 972.66 +/- LINEAR FEET OF ROAD FRONTAGE =  
972.66/100 = 9.73  
9.73 X 45 = 437.85 = **438 TREES REQUIRED**

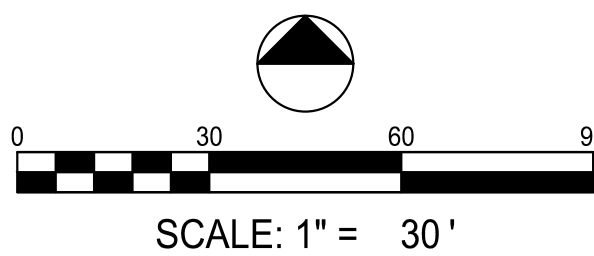
#### NOTE:

- 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

ENLARGEMENT  
SCALE:



SCALE: 1" = 30'



GENERAL NOTES:

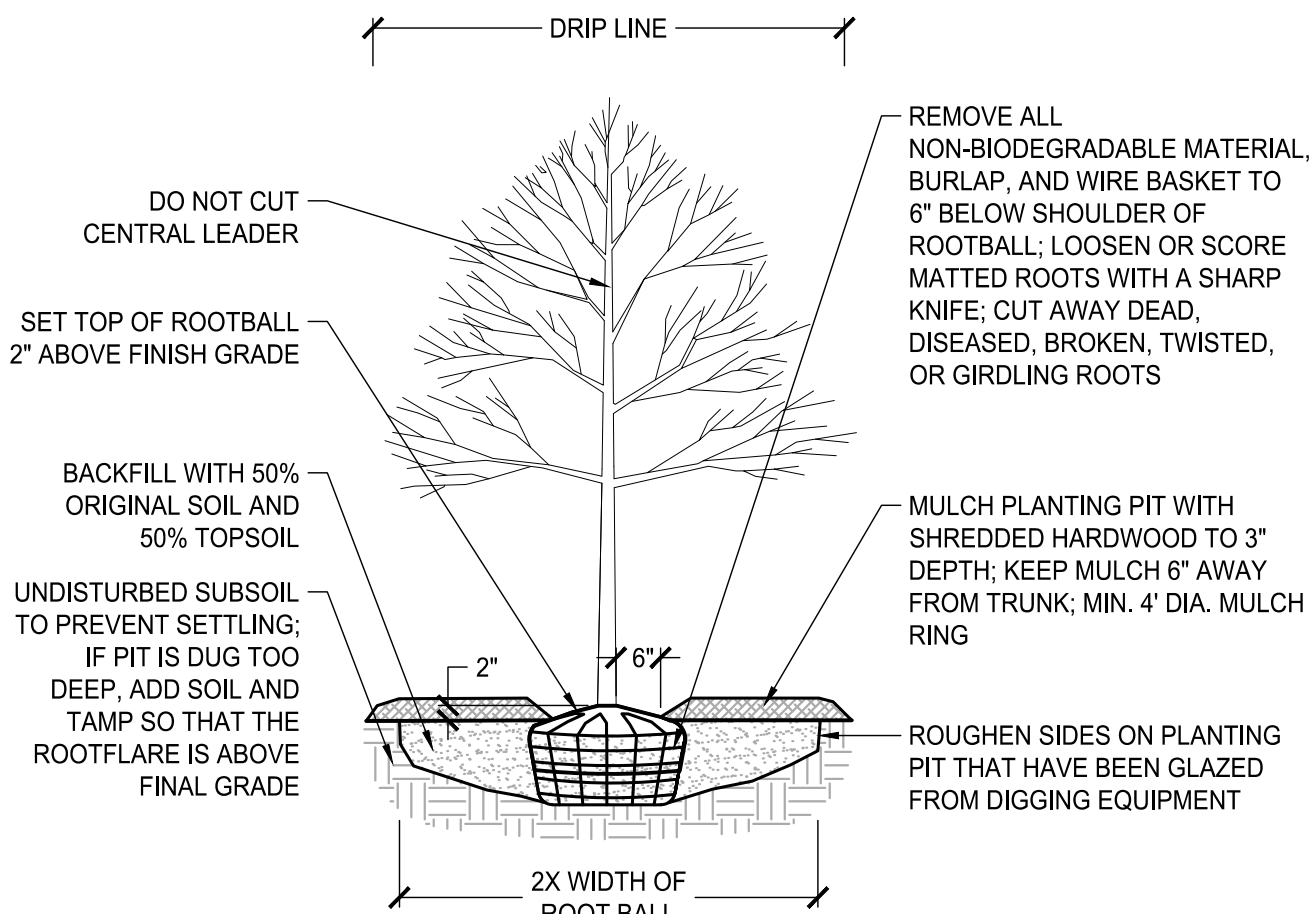
- UNDERGROUND UTILITIES:
  - UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED BY THE OWNER, LANDSCAPE ARCHITECT, OR THEIR REPRESENTATIVES. BEFORE YOU DIG, CALL TENNESSEONE CALL SYSTEM.
  - THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE 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.

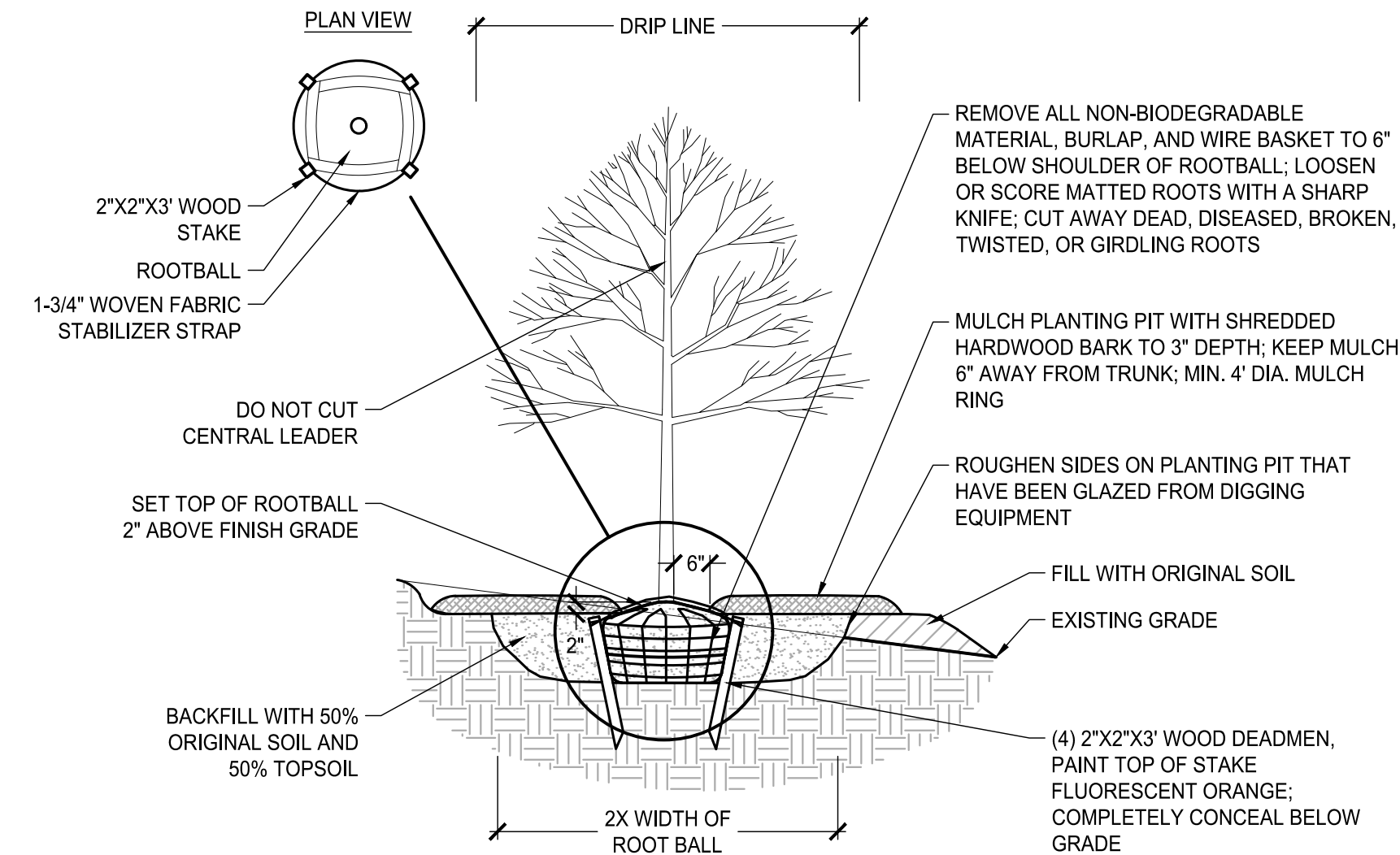


NOTES:

- 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)

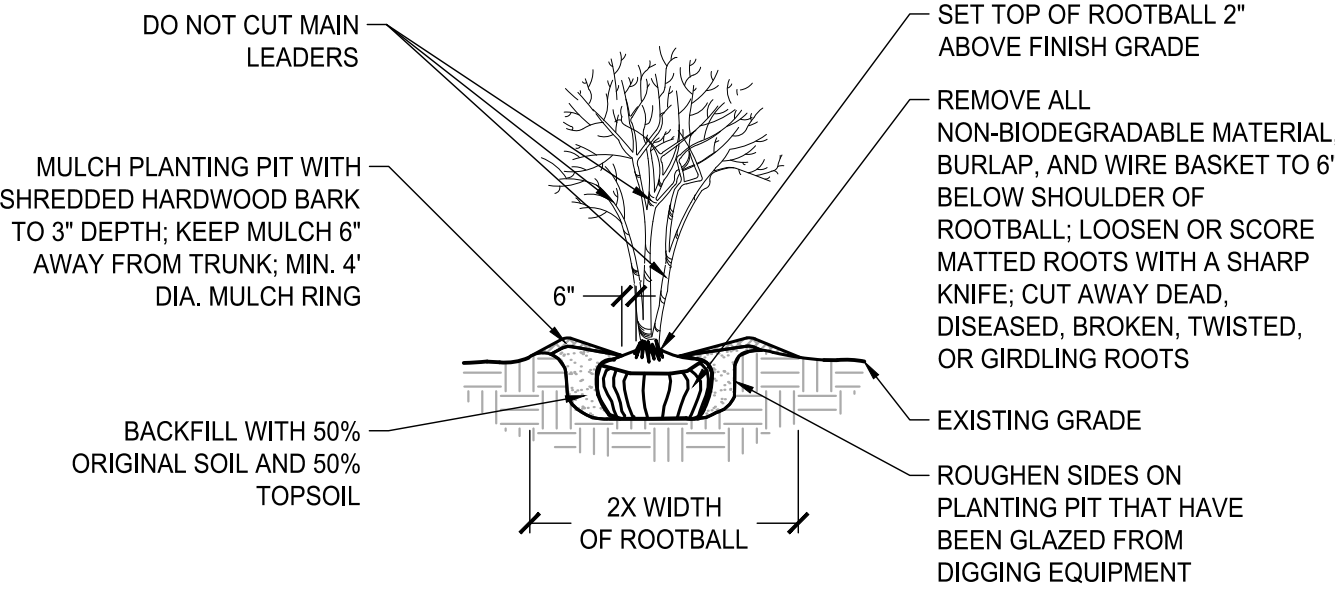
1 DECIDUOUS TREE

SCALE: NTS



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

SCALE: NTS

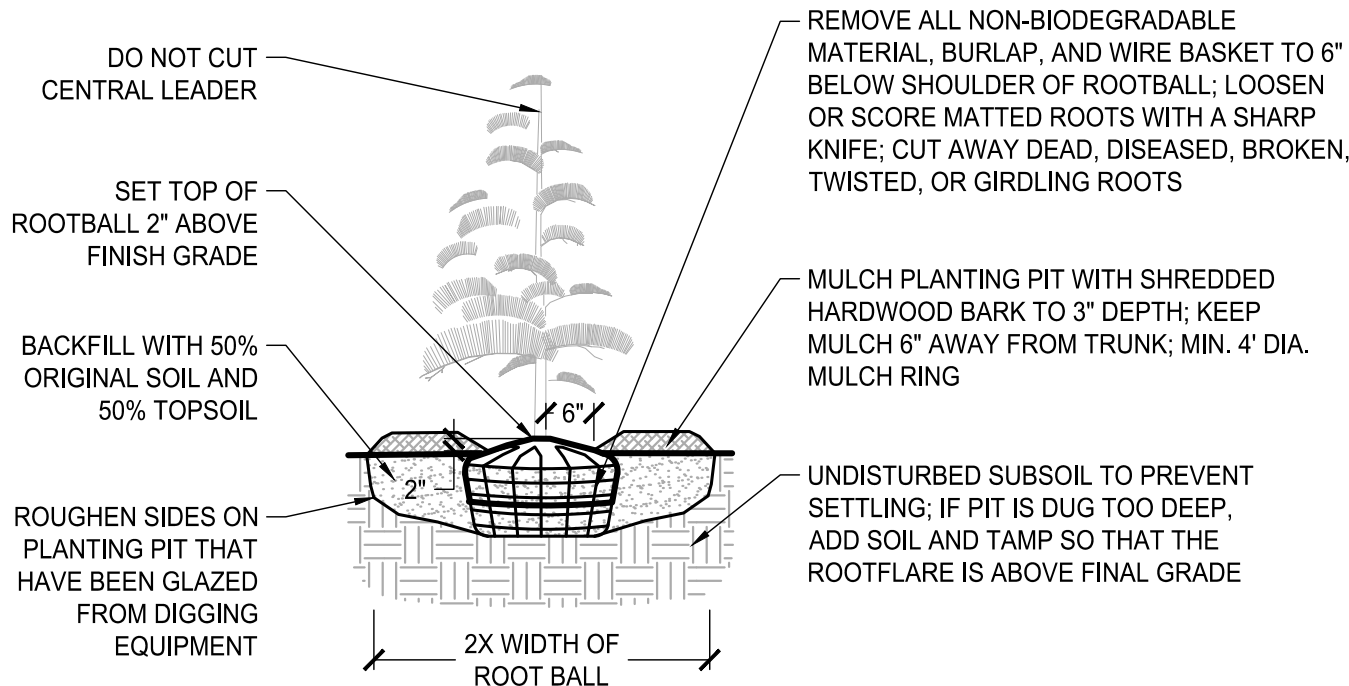


NOTES:

- 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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ALLEN PROPERTY  
OSRD ZONING

TURNBERRY HOMES

BRENTWOOD

SUBMITTALS / REVISIONS		
NO.	DATE	DESCRIPTION

SHEET TITLE

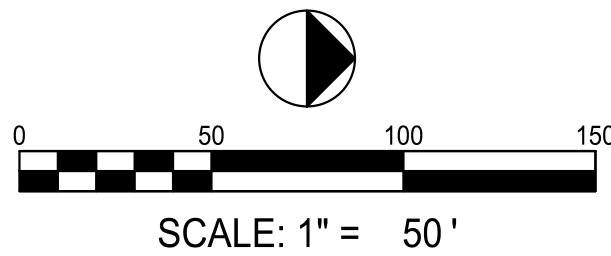
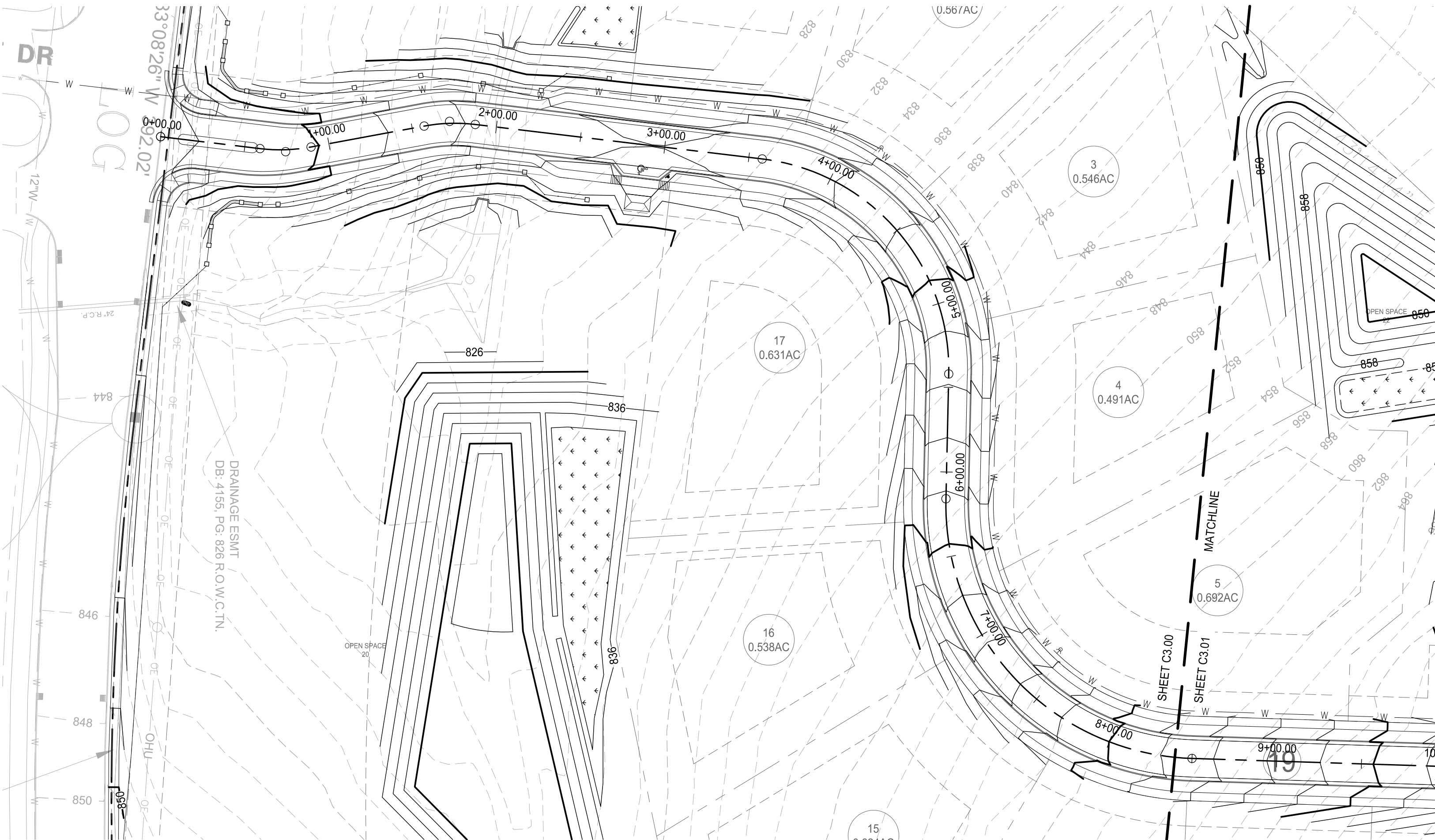
LANDSCAPING NOTES & DETAILS

PROJECT NO. 19182	DATE 02/26/2020
DRAWN BY ZK	SCALE AS SHOWN
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SHEET NO.	

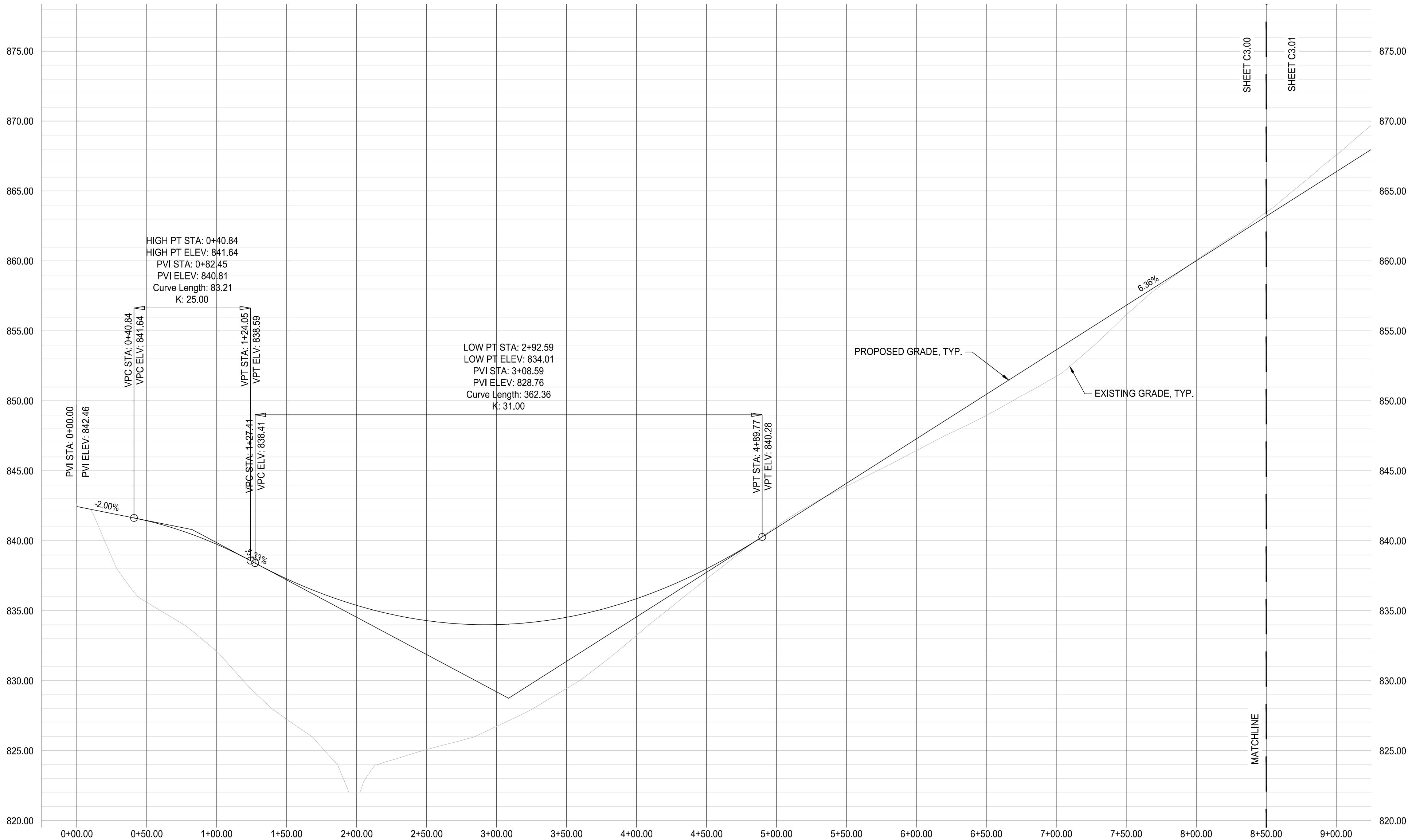
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PROFILE VIEW OF BORROW LANE



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

LOSE  
DESIGN

SPACES FOR LIFE.

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MICHAEL L. BUCK

REGISTERED ENGINEER

AGRICULTURE

0000000000

STATE OF TENNESSEE

ALLEN PROPERTY  
OSRD ZONING

TURNBERRY HOMES

BRENTWOOD

TN

SUBMITTALS / REVISIONS

NO.	DATE	DESCRIPTION

SHEET TITLE

ROAD PLAN & PROFILE  
SERIES

PROJECT NO.  
19182

DATE  
02/26/2020

DRAWN BY  
BB

SCALE  
NTS

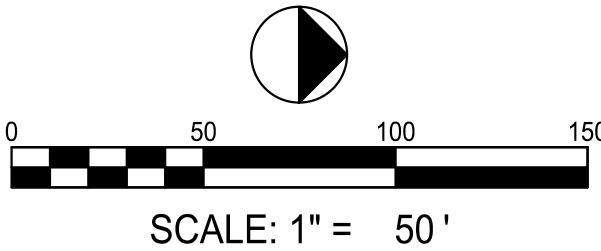
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MB

SHEET NO.  
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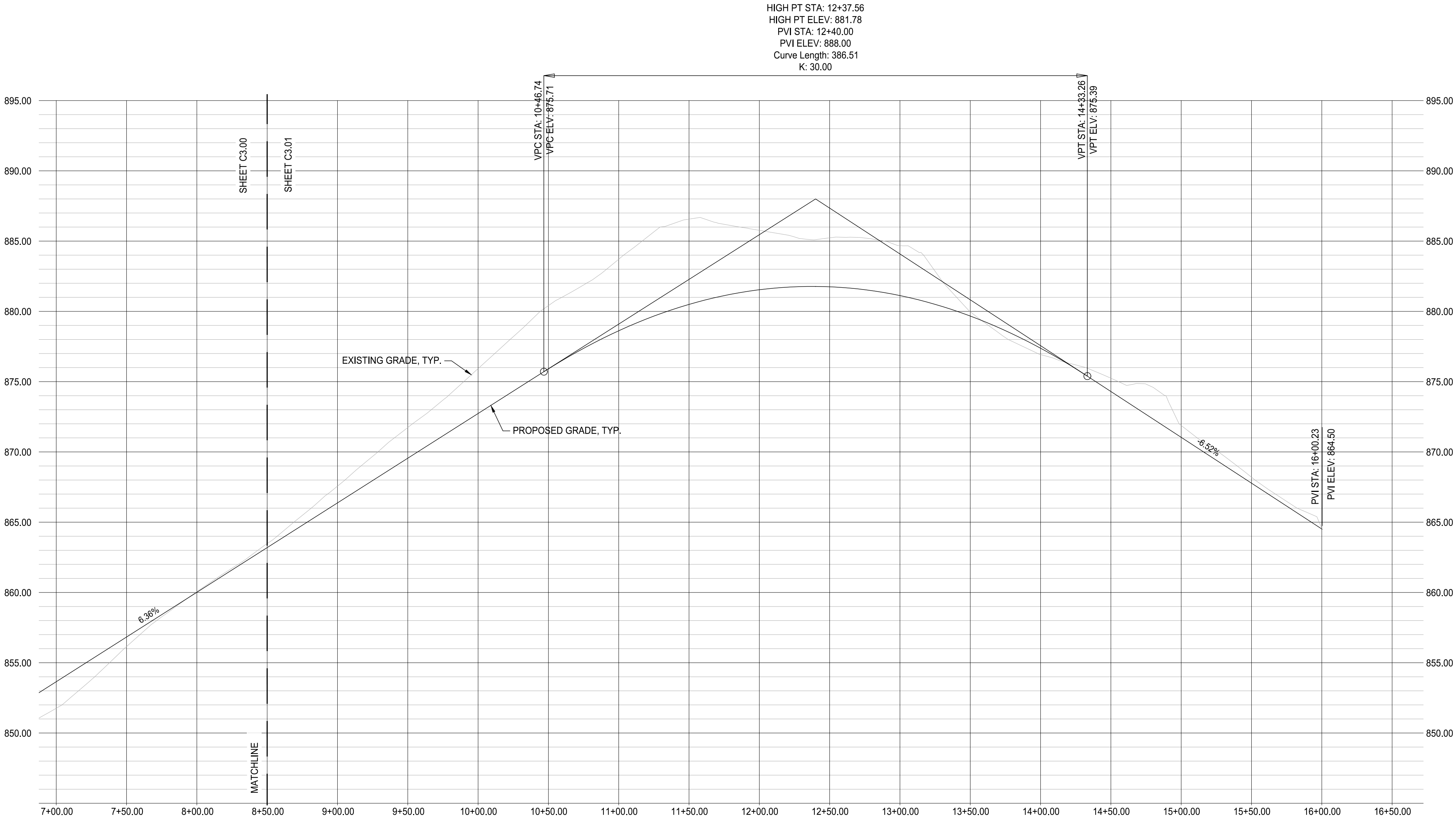
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PROFILE VIEW OF BORROW LANE



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

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TURNBERRY HOMES

OSRD ZONING

ALLEN PROPERTY

BRENTWOOD

NO. DATE DESCRIPTION

SUBMITTALS / REVISIONS

ROAD PLAN & PROFILE SERIES

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PROJECT NO. 19182  
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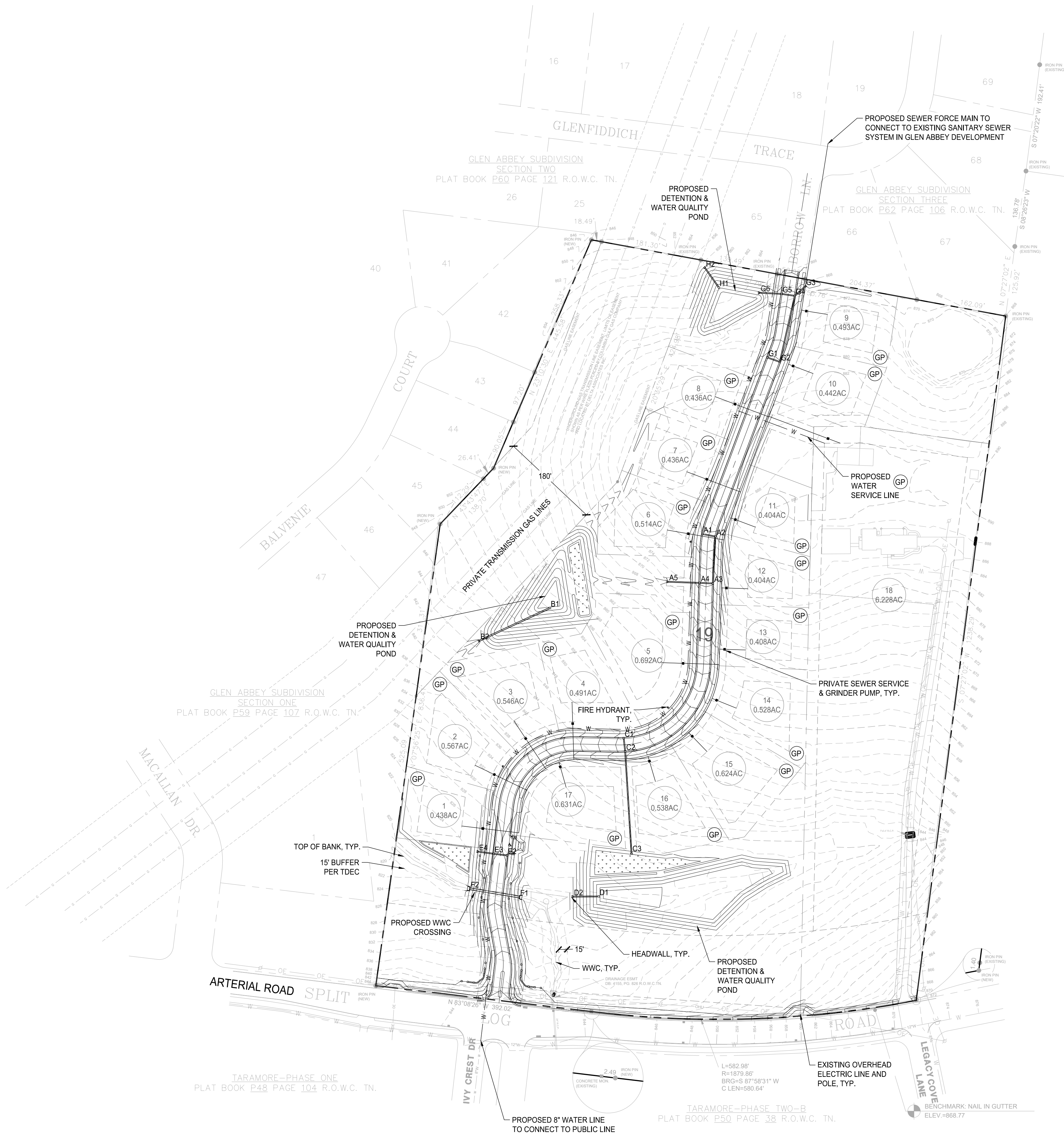
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29



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SANITARY SEWER NOTES:

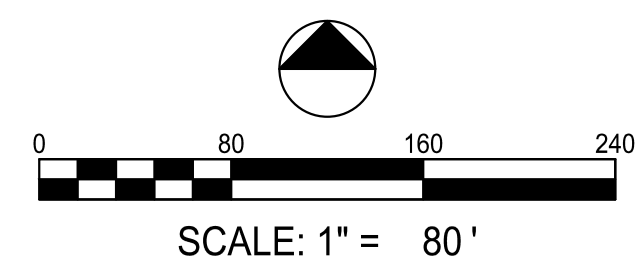
- ALL WASTEWATER PIPE CONSTRUCTION MUST CONFORM TO ALL REGULATED CITY UTILITIES DEPT. SEWER STANDARDS AND SPECIFICATIONS.
- CONSTRUCTION PERMIT AND A MANDATORY PRE-CONSTRUCTION CONFERENCE, WITH INSPECTOR BY APPOINTMENT ONLY, ARE REQUIRED PRIOR TO ANY SEWER WORK.
- COMPACTION OF THE BACKFILL OF ALL TRENCHES 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

NO.	DATE	DESCRIPTION

SHEET TITLE

UTILITY LAYOUT PLAN

PROJECT NO. 19182	DATE 02/26/2020
DRAWN BY BB	SCALE 1" = 100'
CHECKED BY 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° 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: <b>01-23-2020</b>			
<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 BRENTWOOD, TN 37027		
Current/Proposed Zoning	CURRENT: R-2   PROPOSED: OSRD		
Typical Heated Living Space (sq. ft): (If Residential)	~4,000 s.f.		

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

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

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

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

**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**

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2005 REZONING FEES >25 <50 AC	110-32820	\$2,000.00
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<b>TOTAL FEES PAID</b>	<b>\$2,000.00</b>
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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 & 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;

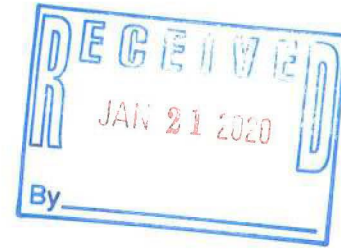
With said Right-of-Way with a curve to the right having an arc length of 582.98 feet, a radius of 1,879.86 feet, a chord length of 580.64 feet and a chord bearing of South 87° 58' 31" West, to an iron pin (new), Thence;



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**

Brentwood  
37027

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 ☒ RENOVIATION ☐ (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 Alzman

TITLE: Growth Management Coordinator

SIGNATURE: [Signature]

TELEPHONE # (423) 562-3243

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

**PROPERTY DEVELOPER/MGR/OWNER**

NAME: Nicky Wells, Trunkerry 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

ALLEN PROPERTY

COMMUNITY MEETING

Thursday, May 28<sup>th</sup> @ 6:00 pm

Attendance

Paul Selman	9510 Split Log Road
Trena Payne	9528 Split Log Road
John Vitucci	1747 Umbria Drive
Kurt & Nancy Westerman	1788 Balvenie Court
John & Leigh Ann Braswell	1796 Balvenie Court
Bill Jetter	9525 Glenfiddich Trace
Michael & Gail McHigh	1794 Balvenie Court
Michael Moberly	9523 Glenfiddich Trace
Joey Wilson	1773 Macallan Drive

Important Meeting Dates:

- Planning Commission Recommendation to the City Commission: June 1<sup>st</sup>
- City Commission Public Hearing: June 8<sup>th</sup>
- Second and Final Reading: June 22<sup>nd</sup>

Questions and Concerns from the Residents:

There is concern from the neighbor at 9528 Split Log Road about runoff from the property on to hers. There is also concern from the neighbor at 9510 Split Log Road about runoff from the property and Glen Abbey onto his property. To address concerns of runoff the developer let residents know that there will be three (3) detention ponds in the new development that will hopefully relieve the amount of runoff leaving the property and slow the water flow rate down.

There were concerns about the temporary dead end into Glen Abbey. Several of the Glen Abbey residents were unaware that there was the possibility of another neighborhood connecting to Glen Abbey. The developer assured the residents of Glen Abbey that it would not cause more traffic into their neighborhood but could provide another exit for them.

There was a concern with where the location of the proposed entrance of the new development because it would line up with the Taramore entrance. They addressed that there is already a problem with the entrance of Glen Abbey lining up with the Morgan Farms neighborhood. The developer let them know that it is Brentwood Code ordinance to have the neighborhood entrances line up with each other instead of having staggered entrances.

There were concerns about the extra traffic that will be added to Split Log Road. They expressed that the traffic already backs up from Wilson Pike and it makes it difficult to get out of the neighborhoods and properties.



There was a concern from the neighbor at 9528 Split Log Road about the six-acre tract being redeveloped in the future since it is right next to her property. The developer let the resident know that the six-acre tract will never be redeveloped in perpetuity.

There was a question about the road that would connect to Glen Abbey due to the steep elevation of the current land compared to where the temporary road currently is. The developer let them know that they will most likely be doing a road cut through the hill in order to connect to the existing road. There are one or two lots that back up to the road that may need to be graded as well.

There was a question about whether or not the developer will be removing the existing fence line along the property will be removed. The developer said that they do not plan to remove existing perimeter fencing around the property. There may be some fencing within the property that will need to be removed.

There was a question about the maintenance of the gas line since it is currently be maintained by the cows that are on the Allen property. The developer let them know that the gas line will be maintained by the HOA once the neighborhood is turned over by the developer.

The developer estimates that the project will begin late July/August with the roads being put in around Spring 2021. The project is estimated to be complete by early 2022.

The meeting ended up 6:50 pm.

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 2020-12

**TO:** Honorable Mayor and City Commission Members

**THROUGH:** Kirk Bednar, City Manager

**FROM:** Jeff Dobson, Planning and Codes Director

**SUBJECT:** **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**

**DATE:** June 1, 2020

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At its June 1, 2020 regular meeting, the Planning Commission the Planning Commission voted ten for and zero against (10-0) to forward a recommendation of approval of Ordinance 2020-01 to the Board of Commissioners.

One citizen spoke at the meeting. His comments related to drainage issues, from Glen Abbey affecting adjacent properties and soil coverage over the existing Columbia Gulf Gas Transmission lines.

**Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Public Hearing on Ordinance 2020-03- Appropriations Ordinance for FY 2020-2021

**Submitted by:** Karen Harper, Finance

**Department:** Finance

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**Information**

**Subject**

Public Hearing on Ordinance 2020-03 - An appropriations ordinance for the City of Brentwood for the fiscal year beginning July 1, 2020, and ending June 30, 2021, including the Brentwood Emergency Communications District.

**Background**

The proposed FY 2020-2021 appropriations ordinance was reviewed with the Board of Commissioners at a work session on Thursday, May 14, 2020. The first of three formal public hearings on this ordinance occurred on Tuesday, May 26, 2020. No citizens spoke during this first hearing. The second hearing is Monday, June 8, 2020, and the final hearing is Monday, June 22, 2020.

For additional information, please review the backup material for Ordinance 2020-03 on the May 26, 2020 agenda under "New Business."

**Staff Recommendation**

N/A

**Previous Commission Action**

Each year, the City Commission officially adopts the City's annual operating budget through the passage of the appropriations ordinance. An opportunity for citizens to provide comments on the proposed operating budget is provided through three formal public hearings. The May 26, 2020 public hearing represented the first of three public hearings for the FY 2021 appropriations ordinance.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Public Hearing on Ordinance 2020-04 - To Establish the FY 2020-2021 Tax Rate

**Submitted by:** Karen Harper, Finance

**Department:** Finance

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**Information**

**Subject**

Public Hearing on Ordinance 2020-04 - An ordinance of the City of Brentwood to establish the tax levy for fiscal year beginning July 1, 2020, and ending June 30, 2021.

**Background**

The proposed Tax Rate Ordinance for Fiscal Year 2021 was reviewed with the Board of Commissioners at a work session on Thursday, May 14, 2020. The first of three formal public hearings on the proposed Tax Rate Ordinance occurred on Tuesday, May 26, 2020. No citizens spoke during this hearing. The second is Monday, June 8, 2020, and the final is Monday, June 22, 2020.

For additional information, please review the backup information on Ordinance 2020-04 on the May 26, 2020 agenda under "New Business."

**Staff Recommendation**

N/A

**Previous Commission Action**

Each year, the City Commission reviews and adopts the appropriations and tax levy ordinances for the new fiscal year. An opportunity for citizens to provide comments on the proposed ordinances is provided through three formal public hearings. The May 26, 2020 public hearing represented the first of three public hearings for the FY 2021 tax levy ordinance.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Public Hearing for Proposed Six-Year Capital Improvements Program for Fiscal Years 2021-2026

**Submitted by:** Jay Evans, Administration

**Department:** Administration

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**Information**

**Subject**

Public Hearing for Proposed Six-Year Capital Improvements Program for Fiscal Years 2021-2026

**Background**

The proposed FY 2021-2026 Capital Improvements Program (CIP) was reviewed with the Board of Commissioners at a work session on Tuesday, March 31, 2020. The staff reviewed each project and received initial guidance and direction on the appropriateness and priorities in the program. The CIP has since been posted on the City's website and circulated in the community for citizen review and comment. The first of three formal public hearings on the proposed CIP occurred on Tuesday, May 26, 2020. The second is Monday, June 8, 2020, and the final is Monday, June 22, 2020. A Resolution to adopt the six-year CIP will be presented to the City Commission for consideration and approval at the June 22, 2020 meeting.

No public comments were received at the May 26, 2020 public hearing.

**Staff Recommendation**

N/A

**Previous Commission Action**

Each year, the City Commission reviews and approves the six-year capital improvements program. An opportunity for citizen comments on the proposed program is provided through three formal public hearings.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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## **Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

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 May 26, 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 Tuesday, May 26, 2020 at 7:13 pm at Brentwood City Hall.

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

Staff Assistant City Manager Jay Evans (electronically); City Attorney Kristen Corn  
Present: (electronically); City Recorder Holly Earls (electronically)

Mayor Little stated the following:

“As you may know, Governor Bill Lee issued Executive Order 16 on Friday, March 16. This Order was issued to ensure that government continues to function openly and transparently during the COVID-19 emergency while taking appropriate measures to protect the health and safety of citizens and government officials. In his Order, Governor Lee recognized that guidance from the White House and Centers for Disease Control and Prevention advises that Americans should avoid social gatherings in groups of more than 10 people and that older persons and persons with serious underlying health conditions should remain at home. The Governor also emphasized that in the interest of limiting the community spread of COVID-19, private and governmental entities of all types should eliminate large public gatherings and conduct business remotely by electronic means to the greatest extent possible. The Order provides that governments may meet to conduct essential business by electronic means when the governing body determines that doing so is necessary to protect citizens.

Sadly, COVID-19 is spreading rapidly throughout the state and Williamson County, with known cases in Brentwood. Therefore, the City has determined that in the interest of protecting the health, safety, and welfare of Tennesseans and the citizens of Brentwood, it is necessary for the Board of Commissioners to meet partially electronically rather than in-person. We have posted the link for public viewing on the City’s website and social media pages, and we have disseminated the same to the media.

Is there any objection by the Commission? Seeing none, we will proceed with our meeting in accordance with the State of Tennessee Governor’s Executive Order Number 16.”

Vice Mayor Travis led the Invocation. The Pledge of Allegiance was led by Commissioner Andrews.

## **Public Hearing**

Public hearing on Ordinance 2020-03 - AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT

No one spoke for or against the ordinance; therefore, the public hearing was closed.

Public hearing on Ordinance 2020-04 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021

No one spoke for or against the ordinance; therefore, the public hearing was closed.

Public hearing for proposed six-year Capital Improvements program for Fiscal Years 2021-2026

No one spoke for or against the CIP; therefore, the public hearing was closed.

## **Approval or Correction of Minutes**

May 11, 2020

Moved by Commissioner Susannah Macmillan (electronically) for approval of the minutes as written, seconded by Commissioner Nelson Andrews (electronically)

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

## **Consent Agenda**

Resolution 2020-46 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE FOUNTAINBROOKE SUBDIVISION, for adoption

Resolution 2020-47 - A RESOLUTION AUTHORIZING THE SALE AND DISPOSAL OF SURPLUS PROPERTY HELD BY THE CITY, for adoption

Approval of repairs for Tower 51

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

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

## **New Business**

Ordinance 2020-03- AN APPROPRIATION ORDINANCE FOR THE CITY OF BRENTWOOD, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021 INCLUDING BUDGET FOR BRENTWOOD EMERGENCY COMMUNICATIONS DISTRICT, for consideration on first reading

Moved by Commissioner Anne Dunn (electronically) for passage of Ordinance 2020-03, seconded by Commissioner Nelson Andrews (electronically)

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

Ordinance 2020-04 - AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO ESTABLISH THE PROPERTY TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021, for consideration on first reading

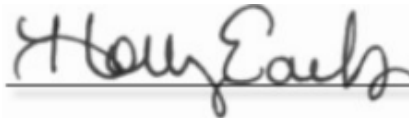
Moved by Commissioner Mark Gorman (electronically) for passage of Ordinance 2020-04, seconded by Commissioner Regina Smithson (electronically)

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

The report on the recent debt funding obligation (State Form CT-0253) was presented to the Board of Commissioners.

With no further business, the meeting adjourned at 7:55 pm.

APPROVED \_\_\_\_\_

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

Holly Earls, City Recorder

**Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Resolution 2020-48 - Approval of Contract with Vertiv Corporation for UPS Maintenance

**Submitted by:** Michele Kramer, Technology

**Department:** Technology

---

**Information**

**Subject**

Resolution 2020-48 - Approval of UPS (Uninterruptible Power Systems) maintenance contract with Vertiv Corporation

**Background**

The Municipal Center has an uninterruptible power system (UPS) to provide surge protection and battery backup for the 911 Emergency Communications Center and the Technology Department's Data Center. The UPS is designed to supply consistent filtered power at all times, including when there is a power failure from the utility company.

In order to ensure peak performance, routine maintenance is required quarterly. Staff is recommending waiver of competitive bidding for these services because Vertiv Corporation is the only authorized service dealer in this area for the Liebert UPS. Using a manufacturer's authorized service dealer ensures there will be no problems should a warranty claim be necessary. The annual contract amount is \$12,695.

**Staff Recommendation**

Staff recommends approval of the contract with Vertiv Corporation.

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**Fiscal Impact**

**Amount :** \$12,695.00

**Source of Funds:** Emergency Communications Distr

**Account Number:** 450-91100-82620

**Fiscal Impact:**

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**Attachments**

Resolution 2020-48

Contract No. 2020-042

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**RESOLUTION 2020-48**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND VERTIV CORPORATION FOR MAINTENANCE TO THE UNINTERRUPTIBLE POWER SYSTEMS (UPS), 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 Vertiv Corporation for maintenance to the Uninterruptible Power Systems (UPS), 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

# Proposal for Service

Vertiv Corporation

May 5<sup>th</sup>, 2020

Brentwood Municipal Ctr  
5211 Maryland Way  
Brentwood, TN, 37027

**May 5<sup>th</sup>, 2020**

**Brentwood Municipal Ctr  
5211 Maryland Way  
Brentwood, TN, 37027  
Q03087560**

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (615) 507-1530. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

BRITTNEY NELSON

624 Grassmere Park  
Suite 10  
Nashville, TN 37211-3662

**PHONE** (615) 507-1530

**FAX** (615) 507-1534

**EMAIL** bnelson@walick-kemp.com

**Order** Q03087560



**Liebert UPS / Power / Battery Services:**

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

**Standard Maintenance Contracts :****Site #: 138472, Brentwood Municipal Ctr**

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1576111	NX 40-80	38SA060A0A00	2	ESSENTIAL (7/1/2020) - (6/30/2021)	
1576113	SEALED BATTERY	38BP080XUX1BNS	4	ESSENTIAL (7/1/2020) - (6/30/2021)	
1576114	SEALED BATTERY	38BP080XUX1BNS	4	ESSENTIAL (7/1/2020) - (6/30/2021)	
1576115	NX BDC 75	FFC07C5NNG3	1	ESSENTIAL (7/1/2020) - (6/30/2021)	

**Total price not including tax: USD \$12,695.00***any tax required must be included in customer purchase order***Payment Terms: Net 30 Days**

# SCOPE OF WORK

## POWER DISTRIBUTION SYSTEMS

### ALL MODELS

### ESSENTIAL SERVICE - 1 PM

## SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

## SERVICE PERFORMED

### Full Preventive Maintenance Service

1. Perform a complete visual inspection of the interior and exterior of equipment for any damaged or broken components.
2. Verify equipment is properly grounded and that the phase, neutral and ground wiring is in accordance with the Installation manual.
3. Check for proper clearance around the unit.
4. Clean interior of equipment for dirt and debris.
5. Inspect all circuit breaker(s), terminal blocks, and ground/neutral bus bar connections for tightness.
6. Inspect junction box terminals for tightness (if applicable).
7. Conduct a thermal scan of interior components, assemblies, and connectors for evidence of overheating and/or burnt components.
8. Inspect all option assemblies, associated cabling/wiring, and connectors for tightness (if applicable).
9. Verify all installed options are operating properly (if applicable).
10. Verify continuity of all fuses (if applicable).
11. Measure voltage and current at each panelboard main input breaker (phases, neutral and ground).
12. Verify all monitoring options (if applicable) are displaying values within preset parameters.
13. Check or perform Engineering Field Change Notices (FCN) as necessary.
14. Configuration of the LDM/LDMF (For Newly installed branch circuit breakers).

1. Verify firmware and update as required.
2. Verify the location, alarm set points, number of poles, and address of every newly installed breaker.
3. Verify the CT ratio for every newly installed breaker.
4. Demonstrate use of software tools. (if applicable)
5. (Excludes interoperability with SiteScan and Building Management Systems)
6. Save the configuration file to a laptop as a backup for customer. (If applicable)

## **ASSUMPTIONS AND CLARIFICATIONS**

Parts coverage excludes branch circuit breakers.

## **CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## **TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

# SCOPE OF WORK

## STATIONARY BATTERY SYSTEMS

### VRLA (SEALED) BATTERY

#### ESSENTIAL SERVICE - 4 PM

## SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 3 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

## SERVICE PERFORMED

***\*\*During the initial PM visit, an Annual Service PM must be performed.\*\****

### Semi-Annual Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record the overall AC ripple voltage.
4. Measure and record the overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the integrity of the battery rack/cabinet.
9. Measure and record 100% of the jar temperatures.
10. Measure and record the float voltage of all cells.
11. Measure and record all internal ohmic readings.
12. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

13. Verify approval for Battery Life program.

### **Annual Service (includes the above, plus)**

1. Re-tighten all battery connections to the battery manufacturer's specifications, if required. Refer to the manufacturer's literature to determine if re-tightening is required.
2. Measure and record all battery connection resistances in micro-ohms, when applicable.

### **Corrective Maintenance Performed as Required**

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

### **Conditions for Single Jar Replacement Service for Lead Acid Batteries**

1. The Customer is covered by an Essential or Preferred Contract.
2. The battery string is in overall good health as determined by Vertiv; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.
3. Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Vertiv.
4. Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

## **ASSUMPTIONS AND CLARIFICATIONS**

Does not include labor for full-string replacement.

## **CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## **TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

# SCOPE OF WORK

## UNINTERRUPTIBLE POWER SYSTEMS

### ALL 3-PHASE MODELS

### ESSENTIAL SERVICE - 2 PM

## SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Annual and 1 Semi-Annual Preventive Maintenance Services, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv's Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory-trained and authorized technician equipped with Vertiv Proprietary tools and software. Vertiv CEs and Vertiv Partners are the only approved OEM service providers for Vertiv products.

## VERTIV PROPRIETARY SERVICE TOOLS AND SOFTWARE

Vertiv Customer Engineers (CEs) are the only authorized, factory- trained and OEM-supported service providers for Vertiv equipment with access to Vertiv's proprietary service tools and software to ensure optimal equipment performance.

- Using proprietary software PPvis™, Paramset™, and WinSVT™ CEs apply Vertiv's knowledge base to diagnose, configure and optimize your Vertiv equipment.
- Vertiv is the only authorized source for critical proprietary firmware updates providing your equipment the latest version of operational firmware to ensure equipment is running at optimal performance and efficiency levels.
- Vertiv exclusively enables:
  - Access to OEM engineering support and product enhancements.
  - Optimized methods of procedure for efficient service supported by proprietary documentation.
  - Improved MTBR and MTTR.
  - Root cause forensic analysis.
  - Continual improvements with tested and certified updates for software and hardware improvements throughout the equipment's lifecycle.
  - CEs to be equipped with proprietary service documentation that provides access to the latest method of procedures and event data to return equipment online in the most efficient manner possible.
  - Benchmarking against the entire service population to identify service trends and provide solutions rapidly or before they occur, reducing or eliminating customer events and outages.

- Vertiv Services CEs are trained in NFPA and OSHA best practices, and all processes and procedures strictly comply with NFPA 70A and 70E industry standards.

## SERVICE PERFORMED

### UPS Full Preventive Maintenance Service

#### *Semi-Annual Service*

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Conduct diagnostic review with proprietary access to internal event logs.
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
7. Measure and record the dc float voltage at the UPS and at the battery
8. Measure and record the ripple voltage and current

#### *Annual Service*

1. Check power capacitors for swelling or leaking oil (if applicable).
2. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
3. Measure and record harmonic trap filter currents (if applicable).
4. Check the inverter and rectifier snubbers for burned or broken wires.
5. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
6. Check fuses on the DC capacitor deck for continuity (if applicable).
7. With customer approval, perform operational test of the system, including unit transfer and battery discharge.
8. Calibrate and record all electronics to system specifications.
9. Check or perform Engineering Field Change Notices (FCN) as necessary.
10. Measure and record all low-voltage power supply levels.
11. Record phase-to-phase input voltage and currents.
12. Record real and apparent power for each phase.
13. Review system performance with customer to address any questions and to schedule any repairs.

### Battery Inspection Service - Performed During the UPS Annual PM Service

1. Check integrity of battery cabinet (if applicable).
2. Perform a visual inspection of the battery, battery cabinet or rack and battery room and note any deficiencies and recommendations.

## ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes batteries, air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.



The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

Modular designed UPS systems may have less accessibility to listed “if applicable” checks above due to the design and usage of certain UPS systems.

## **CUSTOMER RESPONSIBILITIES**

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

## **TERMS AND CONDITIONS**

Subject to all Terms & Conditions as noted in the Vertiv Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

**Order Number: Q03087560**

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Purchase Order must be assigned to:

Vertiv Corporation  
1050 Dearborn Dr.  
Columbus, OH 43085

Payment remittance address:

Vertiv Corporation  
PO Box 70474  
Chicago, IL 60673

FID# 31-0715256

**EXCITING NEWS:** On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity.  
Visit <http://vertivco.com/legalentityinfo> for changes you may need to make.

PO should be e-mailed or faxed with signed proposal to:

Vertiv Corporation c/o BRITTNEY NELSON  
Attn: BRITTNEY NELSON  
Email: [bnelson@walick-kemp.com](mailto:bnelson@walick-kemp.com)  
Fax: (615) 507-1534

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached: ☐ Yes ☐ No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other \_\_\_\_\_

☐ Accounts Payable Email \_\_\_\_\_ @ \_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt: ☐ Yes (Attach tax exempt certificate) ☐ No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\* \* COVERAGE DETAILS \* \***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at [termsconditions.vertivco.com](http://termsconditions.vertivco.com) unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Accepted By:

*Brittney Nelson* 5/4/2020  
**BRITTNEY NELSON** Date

\_\_\_\_\_  
Buyer Signature Required Date

\_\_\_\_\_  
Printed Name Title Phone

# AGREEMENT

"Seller"
NAME <b><u>Vertiv Corporation</u></b>
BUSINESS ADDRESS <b><u>1050 Dearborn Drive</u></b>
CITY, STATE/PROVINCE, COUNTRY, ZIP/POSTAL CODE <b><u>Columbus, OH 43085</u></b>

"Buyer"
NAME
BUSINESS ADDRESS
CITY, STATE/PROVINCE, COUNTRY, ZIP/POSTAL CODE

**THIS AGREEMENT** and any exhibits/quotations/scopes of work and pricing incorporated herein (collectively, this "**Agreement**") are made effective as of \_\_\_\_\_, (the "**Effective Date**"), by and between Buyer and Seller, as identified below and shall continue until all Goods are completed or this Agreement is terminated in accordance with the provisions herein.

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices. Unless otherwise specified by Seller, Parts, that are required for the performance of services will be furnished at Seller's then prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES:** To the extent applicable, any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW)

Seller's Shipping Point basis, per Incoterms 2010, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) The refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESELL PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. **THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.**

**SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE.** This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5.**

**SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.**

**BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Provisions regarding waiver of subrogation, additional insured status, or the primary nature of Seller's insurance shall be limited to the extent of Seller's negligent acts or omissions. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing

understanding, agrees to communicate the same in writing to any subsequent purchasers or users.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their

receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Tennessee without regard to its conflict of laws principles.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries, and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here [www.vertiv.com/ca-privacy](http://www.vertiv.com/ca-privacy) (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or

refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** The Seller shall indemnify and hold the Buyer harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the Seller or the Seller's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the Seller be obligated to indemnify or insure the Buyer for the Buyer's own fault or negligence. The Seller shall defend the Buyer in accordance with and to the extent of the above indemnification, provided that the Seller is: i) promptly notified by the Buyer, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the Buyer; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the Seller's obligations herein shall be deemed waived.

THE PARTIES HERETO AGREE ANY ORDERS PLACED BY BUYER FOR SELLER TO PROVIDE SERVICES IN ACCORDANCE WITH ANY WORK ORDER, REGARDLESS OF ANY TERMS AND CONDITIONS ON ANY QUOTE, PURCHASE ORDER OR OTHER DOCUMENTS EXCHANGED, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

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

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

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

Vertiv Corporation

By: Lori Nugen

Name: Lori Nugen

Title: Sr. Contracts Administrator Date: 05/13/2020

## **Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Resolution 2020-50 - Proposed Personnel Rules & Regulations Revisions - Addition of a Remote Work Policy

**Submitted by:** Kristen Corn, Legal

**Department:** Legal

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### **Information**

#### **Subject**

Resolution 2020-50 - Proposed Personnel Rules & Regulations Revisions - Addition of a Remote Work Policy

#### **Background**

As you know, with the onset of the COVID-19 pandemic, many City employees shifted from working on-site at City-owned facilities to working remotely from their homes or elsewhere. This arrangement has been effective and the expected high level of City services has been maintained. Although several employees have begun returning to work on-site in staggered shifts, there are a few still working remotely the majority of the time due to Governor Lee's Executive Order No. 38 (effective through June 29), which recommends working remotely whenever possible and practical.

Because working remotely has been effective, staff has discussed formalizing the allowance for limited remote working in the future. Remote working is beneficial to both the City and staff and may contribute to increased productivity and employee morale. To provide for such arrangements, staff has prepared an Employee Remote Work Policy ("Policy") for inclusion in the City of Brentwood Personnel Rules and Regulations Manual.

The Policy will be added as a new section in the Manual (Article XVII, Section U). The key points of the Policy include:

- A remote work arrangement may be temporary or on an as-needed basis, or a more formal arrangement may be made.
- Employees must have completed 12 months of continuous service with the City to be eligible to work remotely, and their position must be appropriate and approved for working remotely.
- A "remote work agreement" will be completed which will detail suitability, job responsibilities, and equipment/technology needs.
- Employees must maintain their remote workspace in a safe manner, and any job-related incident must be reported as soon as practicable.



- A remote work arrangement may be discontinued at any time at the request of the employee or the City.

A copy of the entire Policy and a sample remote work agreement are attached for your review.

Please contact the Human Resources Director or City Attorney with any questions.

### **Staff Recommendation**

Staff recommends approval of the recommended revisions.

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### **Fiscal Impact**

### **Attachments**

Resolution 2020-50

Attachment A - Remote Work Policy

Sample Remote Work Agreement

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**RESOLUTION 2020-50**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO ADOPT  
REVISIONS TO THE CITY'S PERSONNEL RULES AND REGULATIONS**

**WHEREAS**, pursuant to Section 2-100 of the Brentwood Municipal Code, the Board of Commissioners is to establish rules and regulations to provide normal, orderly and uniform policies and procedures for employees of the City; and

**WHEREAS**, Section 2-100 further provides for the City Manager, in consultation with the Human Resources Director, to periodically review and recommend to the Board of Commissioners amendments to the personnel rules and regulations; and

**WHEREAS**, certain revisions to the personnel rules and regulations have been prepared and reviewed with the department heads of the City and the Board of Commissioners and are now proposed for adoption.

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

**SECTION 1.** That revisions to the personnel rules and regulations of the City of Brentwood, Tennessee, said revisions being shown on Attachment A hereto, are hereby adopted.

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

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

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

*Approved as to form:*

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

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

## **Section U. Employee Remote Work Policy**

This policy allows employees, under certain circumstances, to work remotely including at home, on the road or in a satellite location for a pre-determined amount of time during their normal workweek. The City of Brentwood considers work from home to be a viable, flexible work option that may contribute to increased productivity and employee morale when both the employee and their job are suited to such an arrangement. Working remotely may be appropriate for some employees and jobs but not for others. This remote work arrangement is not an entitlement, and it in no way changes the terms and conditions of employment with the City of Brentwood. The focus of any remote work arrangement must remain on job performance and meeting business demands.

### **Procedures**

Working remotely may be of an informal temporary period and appropriate for a short-term project or to accommodate unforeseen circumstances. It may also be on a more formal basis for a set schedule of working away from the office. It may also be appropriate for other agreed upon circumstances with employee and their supervisor or department head.

All remote working arrangement may be discontinued, at will, at any time at the request of the employee or the City of Brentwood. Every effort will be made to provide reasonable notice of such change to accommodate commuting, childcare arrangements and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no advance notice is possible. If applicable, employees working from home must therefore plan accordingly for alternative childcare arrangements if required to report to work on little or short notice.

### **Eligibility**

Employees requesting approval to work remotely must have completed 12 months of continuous, regular employment with the City of Brentwood and must have a satisfactory performance and attendance record. They must be assigned to a position that is appropriate and approved for working remotely. Before entering into any remote work agreement, the employee, their supervisor and department head, with the assistance of the Human Resources Director, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee, their supervisor, and department head will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- Job responsibilities. The employee, their supervisor, and department head will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- Equipment needs, workspace design considerations and scheduling issues. The employee, their supervisor, and department head will review the physical workspace needs and the appropriate location for the telework.
- Cybersecurity or data privacy concerns.

With the employee, supervisor, and department head agreement and following a review by the Human Resources Director, a request for approval will be forwarded to the City Manager. With the City Manager's approval, a draft remote work agreement will be prepared and signed by all parties and the remote work arrangement will commence.

An appropriate level of communication between the employee working remotely and their supervisor will be expected and agreed upon as part of the eligibility determination process. At a minimum, the employee must respond to emails and other electronic messages in a timely manner and be available for phone calls, meetings and other normal requests pertinent to their position. Employees working remotely shall not hold business meetings with internal or external clients, colleagues, or citizens at their residence.

Even though a remote work arrangement has been approved, there may be certain times and situations that will require the employee to attend meetings, events and other functions in person at the regular worksite or other locations, possibly on short notice. If an employee is working remotely and during the work day they report to their regular worksite (or another worksite as required by their supervisor or department head), the time traveling from the employee's home to the regular worksite will be treated as "job site" to "job site" travel and will be counted as hours worked and compensated accordingly. However, if an employee is notified of the need for them to report to their regular worksite prior to the end of the previous workday, travel time between home and the regular worksite will be treated as regular commuting time and will not be counted as hours worked and compensated.

### **Equipment**

On a case-by-case basis, the City of Brentwood will determine, with information supplied by the employee, their supervisor and department head, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each remote work arrangement. The Human Resources Director and Information Technology Director will serve as resources in this matter. Equipment supplied by the City will be maintained by the City. The City of Brentwood reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the City is to be used for business purposes only. The remote worker must sign an inventory of all City property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all City property will be returned to the City.

The employee will establish an appropriate work environment within his or her remote location for work purposes. The City of Brentwood will not be responsible for costs associated with the setup of the employee's remote office, such as remodeling, furniture or lighting, nor for repairs or modifications to the remote or home office space or the cost of internet access.

### **Security**

Consistent with the City's expectations of information security for employees working at the office, employees working remotely will be expected to ensure the protection of City of Brentwood proprietary information accessible from their remote office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

### **Safety**

Employees are expected to maintain their remote/home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a remote/home office location and in conjunction with his or her regular work duties are normally covered by the City's workers' compensation policy. Employees working remotely are responsible for notifying their supervisor of such injuries as soon as practicable. In the event of a job-related incident, accident, or injury while working remotely, the employee must allow an inspection of the remote/home office.

Workers' compensation will not apply to non-job-related injuries that occur in the home. The employee also remains responsible for injuries to third parties and/or members of the employee's family on the employee's premises.

### **Time Worked**

Employees working from home who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the City of Brentwood's regular time-keeping mechanism (time sheets). Hours worked in excess of those normally scheduled per day and per workweek require the advance approval of the employee's supervisor. In addition, employees working from home must schedule any personal leave time during the workday in the same manner with their supervisor or department head as employees located at their regular worksite.

### **Ad Hoc Arrangements**

Temporary remote work arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal remote work arrangements are made on a case-by-case basis and will focus on the business needs of the City.

## **Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Approval of Change Order for LED Light Fixtures for Crockett Park and Granny White Park through Omnia Partners Purchasing Cooperative

**Submitted by:** Dave Bunt, Parks & Recreation

**Department:** Parks & Recreation

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### **Information**

#### **Subject**

Approval of Change Order for LED Light Fixtures for Crockett Park and Granny White Park through Omnia Partners Purchasing Cooperative

#### **Background**

On April 13, the City Commission approved a contract with Graybar Light Company that will convert the parking lot lighting fixtures at Granny White Park and Crockett Park to LED fixtures. In addition, video monitoring cameras will be included in certain light fixtures to allow for enhanced security in the parking lot areas. Approval was given to purchase and install these fixtures under the OMNIA Partners Purchasing Cooperative (formerly US Communities) for a total of \$124,655.57. The light fixture cost was \$85,455.57, and the camera cost was \$39,200.

Unfortunately, following the original award, staff determined that the required component to allow the Police Department to have wireless access to data at each individual camera was not included in the approved purchase quote. In the long term, once fiber is available in each park, data will be accessed through the City's network, but in the interim the wireless capability is a must. Therefore, staff is presenting this change order to provide that capability.

The cost of the change order is \$265 per camera for a total of \$4,240. That will bring the new cost of the project to \$128,895.57.

Staff recommends approval this change order with Graybar Electric Company. The change order quote is attached for your review.

Please contact Parks and Recreation Director Dave Bunt if you have any questions.



### **Staff Recommendation**

Staff recommends approval of this change order with Graybar Electric Company. If approved, the project will begin in mid-May and the work should be completed within 60 days of the start date.

### **Previous Commission Action**

The original contract was approved by the City Commission at their April 13, 2020 meeting via Resolution 2020-25.

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### **Fiscal Impact**

**Amount :** \$4,240

**Source of Funds:** Capital Projects Fund

**Account Number:** 311-45300-6016

#### **Fiscal Impact:**

Funding for the cameras is included as part of the larger \$300,000 security system project in the Capital Projects fund.

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### **Attachments**

Graybar change order

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GRAYBAR  
 825 8TH AVE SOUTH  
 Nashville TN 37203-4143  
 Phone: (615) 743-3300  
 Fax:  
**From: Charlie Shannon**  
**Quoter Ph:**  
**email:**

**Project** Brentwood Parks - Granny White/  
 CrockeTt Park

**Location**  
**Quote** GRAYBAR NATN19-1969-1

**To:**

**For**  
**Bid Date** Mar 2, 2020  
**Expires** Apr 1, 2020

QTY	Type	MFG	Part
2	G3-5WQ	COL	GLEON-AF-03-LED-E1-5WQ-BZ-800-R
2	G3-5WQ	COL	OA/RA1016
10	G3-5WQ 2	COL	GLEON-AF-03-LED-E1-5WQ-BZ-800-R
10	G3-5WQ 2	COL	OA/RA1016
8	G3-T2	COL	GLEON-AF-03-LED-E1-T2-BZ-800-R
8	G3-T2	COL	OA/RA1016
6	G3-T4	COL	GLEON-AF-03-LED-E1-T4FT-BZ-800-R
6	G3-T4	COL	OA/RA1016
8	G4-5WQ 2	COL	GLEON-AF-04-LED-480-5WQ-BZ-R
8	G4-5WQ 2	COL	G4-5WQ 2
8	G1-5WQ	COL	GPC-AF-01-LED-E1-5WQ-BZ-QM-R
8	G1-5WQ	COL	OA/RA1016
1	NF150	COL	NFFLD-L-C150-D-480-66-S-CB-PER
1	NF150	COL	OA/RA1027
5	G4-5WQ	COL	GLEON-AF-04-LED-480-5WQ-BZ-R
5	G4-5WQ	COL	OA/RA1027
2	G3-5WQ	COL	GLEON-AF-03-LED-E1-5WQ-BZ-800-R
2	G3-5WQ	COL	OA/RA1016
14	G3-5WQ 2	COL	GLEON-AF-03-LED-E1-5WQ-BZ-800-R
14	G3-5WQ 2	COL	OA/RA1016
10	G2-T4FT	COL	GLEON-AF-02-LED-480-T4FT-BZ-R
10	G2-T4FT	COL	OA/RA1027
2	G2T4FT2 90	COL	GLEON-AF-02-LED-480-T4FT-BZ-R
2	G2T4FT2 90	COL	OA/RA1027
3	G2-T2	COL	GLEON-AF-02-LED-480-T2-BZ-R

Date: Jun 1, 2020

Quote: GRAYBAR NATN19-1969-1

Quote

Page 2/5



GRAYBAR  
825 8TH AVE SOUTH  
Nashville TN 37203-4143  
Phone: (615) 743-3300  
Fax:  
From: Charlie Shannon  
Quoter Ph:  
email:

Project Brentwood Parks - Granny White/  
Crockett Park  
Location  
Quote GRAYBAR NATN19-1969-1

QTY	Type	MFG	Part	
3	G2-T2	COL	OA/RA1027	
2	NF150	COL	NFFLD-L-C150-D-480-66-S-CB-PER	
2	NF150	COL	OA/RA1027	
3	G10-WQ	COL	GLEON-AF-10-LED-480-5WQ-BZ-R	
3	G10-WQ	COL	OA/RA1027	
7	G4-T3	COL	GLEON-AF-04-LED-E1-T3-BZ-R	
7	G4-T3	COL	OA/RA1016	
3	G4-T3	COL	GLEON-AF-04-LED-E1-T3-BZ-R	
3	G4-T3	COL	OA/RA1027	
4	G10WQ2 ADJ	COL	GLEON-AF-10-LED-480-5WQ-BZ-ADJA-R	
4	G10WQ2 ADJ	COL	OA/RA1027	
2	G4-WQ 2	COL	GLEON-AF-04-LED-480-5WQ-BZ-R	
2	G4-WQ 2	COL	OA/RA1027	
3	G2-5WQ 3	COL	GLEON-AF-02-LED-480-5WQ-BZ-R	
3	G2-5WQ 3	COL	OA/RA1027	
<b>SUBTOTAL</b>				<b>\$68,284.37</b>
16	CAMERAS	AXIS	LZC CAMERA FACTORY INSTALLED IN GLEON FIXTURE.	
<b>SUBTOTAL</b>				<b>\$39,200.00</b>
1	LABOR	MISC	LABOR TO CHANGE OUT FIXTURES - REYNOLDS ELECTRICAL CONTRACTORS, LLC	
<b>SUBTOTAL</b>				<b>\$15,850.00</b>
-103	PC		DELETE FACTORY INSTALLED PHOTOCELLS	
<b>SUBTOTAL</b>				<b>(\$4,078.80)</b>



GRAYBAR  
825 8TH AVE SOUTH  
Nashville TN 37203-4143  
Phone: (615) 743-3300  
Fax:  
**From: Charlie Shannon**  
**Quoter Ph:**  
**email:**

**Project** Brentwood Parks - Granny White/  
Crockett Park

**Location**  
**Quote** GRAYBAR NATN19-1969-1

QTY	Type	MFG	Part	
1	PC		ADD 9 PHOTOCELLS TO BE INSTALLED BY REYNOLDS ELECTRIC	
<b>SUBTOTAL</b>				<b>\$5,400.00</b>
Note				
16			<i>ADD "PDR-LXW-ADHOC-SD256" TO ALL CAMERAS</i> "PDR-LXW-ADHOC-SD256"	
<b>SUBTOTAL</b>				<b>\$4,240.00</b>
<b>Total:</b>				<b>\$128,895.57</b>

**Notes:**  
FREIGHT INCLUDED.

LABOR TO BE PROVIDED BY REYNOLDS ELECTRICAL CONTRACTORS, LLC.

THIS QUOTE IS COMPLIANT WITH THE US COMMUNITIES PROGRAM, CONTRACT NUMBER EV2370.

THIS CONTRACT NUMBER MUST BE REFERENCED ON ALL PURCHASE ORDERS.

THE GRAYBAR-U.S. COMMUNITIES CONTRACT WAS SOLICITED AND AWARDED TO MEET THE "JOINT POWERS AUTHORITY" OR "COOPERATIVE PROCUREMENT AUTHORITY" VIA A COMPETITIVE SOLICITATION BID BY A LEAD PUBLIC AGENCY, CITY OF KANSAS CITY, MO. THIS CONTRACT SATISFIES THE COMPETITIVE SOLICITATION REQUIREMENT OF PUBLIC AGENCIES IN THE STATE OF TENNESSEE.

QUESTIONS REGARDING THE US COMMUNITIES CONTRACT CAN BE DIRECTED TO  
USCOMMUNITIES@GRAYBAR.COM

#### Terms and conditions of sale:

GRAYBAR ELECTRIC COMPANY, INC.

#### TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers.

If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.

3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.

4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable



GRAYBAR  
 825 8TH AVE SOUTH  
 Nashville TN 37203-4143  
 Phone: (615) 743-3300  
 Fax:  
**From: Charlie Shannon**  
**Quoter Ph:**  
**email:**

**Project**     **Brentwood Parks - Granny White/  
 CrockeTt Park**

**Location**  
**Quote**     GRAYBAR NATN19-1969-1

control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating



GRAYBAR  
825 8TH AVE SOUTH  
Nashville TN 37203-4143  
Phone: (615) 743-3300  
Fax:  
**From: Charlie Shannon**  
**Quoter Ph:**  
**email:**

**Project**     **Brentwood Parks - Granny White/  
Crockett Park**  
**Location**  
**Quote**     GRAYBAR NATN19-1969-1

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.  
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Tennessee applicable to contracts to be formed and fully performed within the State of Tennessee, without giving effect to the choice or conflicts of law provisions thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.



## **Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Approval to purchase wireless microphones for City Commission Chambers

**Submitted by:** Michele Kramer, Technology

**Department:** Technology

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### **Information**

#### **Subject**

Approval to purchase new microphone system from B&H Photo Video for City Commission Chambers

#### **Background**

The City's existing wireless microphones use frequencies in the 600 MHz spectrum. In 2017, the United States Federal Communications Commission (FCC) auctioned off airspace in the 600 MHz band, originally available for using wireless microphones. Users of wireless systems like microphones, in-ear monitors, and intercom systems were told to vacate the space or face fines and criminal sanctions. Originally, the FCC said we had until the end of 2020 to replace our gear and stop using the equipment. However, this allowance was available UNLESS the auction winners started using that space, in which case we needed to vacate that space immediately. T-Mobile was the winner of the auction, and it has recently started using these frequencies in the Nashville area.

Under federal law, the FCC may impose a fine on anyone who continues to operate in the relevant spectrum. Therefore, staff is requesting approval to purchase new wireless microphones and components to comply with federal regulations. Staff proposes to purchase these from B&H Photo Video using the OMNIA Partners Purchasing Cooperative (formerly US Communities) for \$26,309.04.

Please see the Technology Director with any questions.

#### **Staff Recommendation**

Staff recommends the purchase from B&H for wireless microphone system.

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### **Fiscal Impact**

**Amount :** \$26,309.04

**Source of Funds:** Municipal Center Fund

**Account Number:** 434-41810-82660

**Fiscal Impact:**

Sufficient funds are available in the Municipal Center Fund budget for this purchase.

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**Attachments**

B&H Quote

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Need to modify your quote? Please contact your account rep.



420 Ninth Avenue  
New York, NY 10001  
Phone: 212.329.7500  
www.bhphotovideo.com

May 05, 2020










Quote #1062789062

Need help with your order?

Call us: 800.606.6969

## QUOTE DETAILS

Expires: Jun 4 '20

		STOCK	PRICE	QTY	SUBTOTAL
	Shure ULXD4Q Quad-Channel Digital Wireless Receiver (G50: 470 to 534 MHz) BH# SHULXD4QG50	In Stock	\$4,212.00	4	\$16,848.00
	Shure ULXD1 Digital Wireless Bodypack Transmitter with TA4M (G50: 470 to 534 MHz) BH# SHULXD1G50	In Stock	\$367.00	14	\$5,138.00
	Shure UA850 50' BNC-to-BNC Remote Antenna Extension Cable BH# SHUA850	In Stock	\$74.52	2	\$149.04
	Shure ULXD2/SM58 Digital Handheld Wireless Microphone Transmitter with SM58 Capsule (G50: 470 to 534 MHz) BH# SHULXD2S5G50	In Stock	\$397.00	2	\$794.00
	Shure WL93 Omnidirectional Lavalier Condenser Microphone for Wireless Systems, with 4' Cable, Black BH# SHWL93	In Stock	\$63.00	14	\$882.00
	Shure SB900A Lithium-Ion Rechargeable Battery Kit (8-Pack) BH# SB900A8K	In Stock	\$636.00	2	\$1,272.00
	Shure SBC200US Transmitter & Battery Charger with Power Supply BH# SHSBC200US	In Stock	\$185.00	1	\$185.00
	Shure UA864US Wall-Mounted Wideband Antenna (470-698 MHz) BH# SHUA864US	In Stock	\$318.00	2	\$636.00
	Shure SBC200 2-Bay Battery Charger without Power Supply BH# SHSBC200	In Stock	\$135.00	3	\$405.00

Press  for Accessibility menu n people

### SHIP TO

John Allman  
CITY OF BRENTWOOD  
5211 MARYLAND WAY  
BRENTWOOD, TN, 37027

Subtotal: \$26,309.04

Shipping Free

FedEx Ground Delivery

Sales Tax \$0.00

97

## **Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Ordinance 2020-06 -- An Ordinance requesting the Rezoning of Approximately 1.21 acres of property from R-2 to C-1

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

**Department:** Planning & Codes

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### **Information**

#### **Subject**

Ordinance 2020-06 requests the rezoning of approximately 1.21 acres of land located on the north side of Moores Lane, immediately adjacent to and east of the Moores Lane Greenway. Specifically, the property is located at 8110 Moores Lane. The requested change is from the R-2 (Suburban Residential) zoning district to the C-1(Commercial Office) zoning district.

#### **Background**

The attached ordinance proposes the rezoning of approximately 1.21 acres of land located at 8110 Moores Lane. The lot is identified as Lot 340, being part of Section Seven of the Brenthaven Subdivision and is recorded in Plat Book 4, Page 52 of the public records of Williamson County. The existing two-story structure was built around 1973 and according to the Williamson County Property Assessor includes an interior area of approximately 2,440 square feet. The structure also includes an attached garage having an area of 625 square feet. The property does not have direct access to Moores Lane. Access is provided via a portion of the old roadway left as part of the realignment and widening of Moores Lane many years ago. A total of four structures use this drive for access. Note that the drive is within the public right-of-way for Moores Lane. Also note that the applicant also owns the neighboring lot/structure located at 8112 Moores Lane.

Dr. Yemane Hadgu, the property owner and applicant, proposes to rezone the subject property to perform Telehealth (virtual care modality), which is a non contact, virtual means to provide medical, mental and other options, or continuity of care services. The objective would be to have a virtual care hub that could be expanded in scope and service to ensure access and improved quality of care in conjunction with traditional healthcare services.

Two or three providers, being physicians, physician assistants, or nurse practitioners along with remote IT support would be employed. Working from a central location, all services would be performed within the existing structure, while also providing additional options for doctor-patient interactions via telephone, email or web-based (video)- portal to meet healthcare demands from home or office through virtual appointments.

If the proposal is approved the existing structure will have to be brought into conformance with the current adopted versions of the Building, ADA and Electrical Codes for commercial structures.

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 for this request has not yet been scheduled. For the public health and safety, any meeting will be conducted consistent with the latest CDC guidelines for safe social distancing of at least six feet between individuals. A maximum of 50 attendees will be permitted in the meeting at any one time. The Planning Commission would then review the request and provide its recommendations at its July 6, 2020 meeting. The public hearing before the Board of Commissioners would be scheduled for July 13, 2020. Second and final reading would be scheduled for July 27, 2020.

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

### **Staff Recommendation**

While the requested rezoning is technically compliant with the zoning ordinance, it is not consistent with the overall residential subdivision development pattern in the Brenthaven Subdivision.

### **Previous Commission Action**

There has been no recent action by the Board of Commissioners regarding the subject property.

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### **Fiscal Impact**

### **Attachments**

Ordinance 2020-06

Exhibit B -- Ordinance 2020-06

Application Package

Recorded Plat -- Brenthaven Sec. 7

Division 6 -- C-1

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## **ORDINANCE 2020-06**

**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 MOORES LANE, ADJACENT TO THE EAST TO THE MOORES LANE GREENWAY, FROM THE R-2 (SUBURBAN RESIDENTIAL) ZONING DISTRICT TO THE C-1 (COMMERCIAL OFFICE) 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**

**WHEREAS**, a change to the C-1 zoning district has been requested for certain property located at 8110 Moores Lane.

**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 Moores Lane, adjacent to the east to the Moores Lane Greenway, be and the same is hereby changed from the R-2 (Suburban Residential) zoning district to the C-1 (Commercial Office) 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 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 \_\_\_\_\_  
2nd reading \_\_\_\_\_  
PUBLIC HEARING  
Notice published in: Williamson A.M.  
Date of publication: \_\_\_\_\_  
Date of hearing: \_\_\_\_\_  
PLANNING COMMISSION \_\_\_\_\_  
NOTICE OF PASSAGE  
Notice published in: \_\_\_\_\_  
Date of publication: \_\_\_\_\_  
EFFECTIVE DATE \_\_\_\_\_

\_\_\_\_\_  
MAYOR Rhea E. Little III  
\_\_\_\_\_  
RECORDER Holly Earls

*Approved as to form:*

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



**ATTACHMENT A**  
**ORDINANCE 2020-06**

A tract of land located within the City of Brentwood, Williamson County, Tennessee as shown as Lot 340 of Section Seven of the Brenthaven Subdivision as recorded in Plat Book 4, Page 52 R.O.W.C, TN.



EXHIBIT B  
ORDINANCE 2020-06  
8110 MOORES LANE

April 6, 2020

City of Brentwood - Planning and Codes Department  
5211 Maryland Way  
P.O. BOX 788  
Brentwood, TN 37027-0788

**Subject** – Request to re-zone 8110 Moores Lane property to Commercial.

Dear Sir or Madam,

By way of introduction, my name is *Yemane B Hadgu, MD MPH FACP*. I am the owner and CEO of *Spectrum Health Care, LLC*. I have been a resident of Brentwood since 2010 and currently work for the Department of Veterans Affairs as a Chief Medical Officer (of note - this application is not related to the VA).

I personally own 8110 Moore Lane, a residential property, and request permission to possibly approve converting or re-zoning this property to a commercial property so that my company and I can perform Telehealth (Virtual Care modality; please view accompanying documents regarding Telemedicine services) at this site to our community (within and outside the state of Tennessee) in a non-face-to-face Virtual way to provide Medical, Mental and other options as scheduled, non-scheduled, or continuity of care services. The objective is to have a Virtual Care hub that could ultimately be extended in scope and service to ensure access and improved quality of care to our community in conjunction with traditional healthcare services.

We plan to hire two or three providers (these could be Physicians, Physician-Assistants (PA), or Nurse Practitioners (NP) ) along with remote IT support (if approved) with no disruption to the community in terms of noise, traffic and congestion, while also providing additional options of doctor-patient interactions via telephone, E-mail or web-based (Video-Portal) to meet the demands of healthcare in an ongoing manner from home or office to obtain scheduled or non-scheduled virtual appointments.

In summary, Telemedicine and Virtual Care have become important tools in caring for our community at all times in a safe and effective manner in all situations including, but not limited to, epidemics and pandemics, such as the current COVID-19 situation, and as such approving this re-zoning request will also allow us to work from a central location, improving access and quality of care. In turn, this would allow us to possibly get additional private, state and federal funding as we strive to enhance multiple modalities of care to our patients.

I appreciate your kind consideration to approve this request and will also be happy to present in person and explain the details, if necessary.

Dr. Yemane B. Hadgu

  
7000 Gingerwood Ct.

Brentwood, TN 37027



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: Tele-Health Hub - Virtual Care Center at 8110 Moores Lane

Project Location (address): 8110 Moores Lane, Brentwood, TN 37027

Map / Group / Parcel #: Map 054H, Group A, Parcel 03100

(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: Residential

Requested Change: Commercial ( Medical Use) for Virtual Care ( See attached Documents)

Area of Property (acres): 1 Plus Acres

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: Yemane B Hadgu, MD, MPH, FACP

Company: Spectrum Health Care, LLC

Mailing Address: 7000 Gingerwood Ct, Brentwood, TN

City/State/Zip Code: 37027

Phone Number: (615 ) 924-2994

Fax Number: (615 ) 329-1810

Email Address: ybadgu@yahoo.com

Signature of Owner'

Authorized Representative: \_\_\_\_\_

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

**3.) OWNER INFORMATION:**

Name: Same as above ( same owner)

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Owner's Signature: *Yemane B. Hadgu* April 6, 2020

Print Name: Yemane B. Hadgu, MD, MPH, FACP

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: \$ 1600.00 RECEIPT #: PRJ 3166 PROJECT NUMBER: ZoV2005-001

**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 foursquare 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 reinstate 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.

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

Number: PRJ3168

**Project Number**      **ZON2005-001**  
**Address**                **8110 MOORES LN**  
**Applicant**             **Yemane Hadgu**  
**Owner**                 **Yemane Hadgu**  
**Project Description**   **8110 Moores Ln -- Rezoning**

**FEES PAID**

---

2005 REZONING FEES <25 AC	110-32820	\$1,000.00
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<b>TOTAL FEES PAID</b>	<b>\$1,000.00</b>
------------------------	-------------------

DATE PAID: 5/4/2020

PAID BY: Yemane Hadgu

PAYMENT METHOD: CHECK 1070



# Telemedicine

For purposes of Medicaid, telemedicine seeks to improve a patient's health by permitting two-way, real time interactive communication between the patient, and the physician or practitioner at the distant site. This electronic communication means the use of interactive telecommunications equipment that includes, at a minimum, audio and video equipment.

Telemedicine is viewed as a cost-effective alternative to the more traditional face-to-face way of providing medical care (e.g., face-to-face consultations or examinations between provider and patient) that states can choose to cover under Medicaid. This definition is modeled on Medicare's definition of telehealth services (42 CFR 410.78). Note that the federal Medicaid statute does not recognize telemedicine as a distinct service.

## Telemedicine Terms

**Distant or Hub site:** Site at which the physician or other licensed practitioner delivering the service is located at the time the service is provided via telecommunications system.

**Originating or Spoke site:** Location of the Medicaid patient at the time the service being furnished via a telecommunications system occurs. Telepresenters may be needed to facilitate the delivery of this service.

**Asynchronous or "Store and Forward":** Transfer of data from one site to another through the use of a camera or similar device that records (stores) an image that is sent (forwarded) via

telecommunication to another site for consultation. Asynchronous or "store and forward" applications would not be considered telemedicine but may be utilized to deliver services.

**Medical Codes:** States may select from a variety of HCPCS codes (T1014 and Q3014), CPT codes and modifiers (GT, U1-UD) in order to identify, track and reimburse for telemedicine services.

Telehealth (or Telemonitoring) is the use of telecommunications and information technology to provide access to health assessment, diagnosis, intervention, consultation, supervision and information across distance.

Telehealth includes such technologies as telephones, facsimile machines, electronic mail systems, and remote patient monitoring devices, which are used to collect and transmit patient data for monitoring and interpretation. While they do not meet the Medicaid definition of telemedicine they are often considered under the broad umbrella of telehealth services. Even though such technologies are not considered "telemedicine," they may nevertheless be covered and reimbursed as part of a Medicaid coverable service, such as laboratory service, x-ray service or physician services (under section 1905(a) of the Social Security Act).

## Provider and Facility Guidelines

Medicaid guidelines require all providers to practice within the scope of their State Practice Act. Some states have enacted legislation that requires providers using telemedicine technology across state lines to have a valid state license in the state where the patient is located. Any such requirements or restrictions placed by the state are binding under current Medicaid rules.

## Reimbursement for Telemedicine

Reimbursement for Medicaid covered services, including those with telemedicine applications, must satisfy federal requirements of efficiency, economy and quality of care. States are encouraged to use the flexibility inherent in federal law to create innovative



payment methodologies for services that incorporate telemedicine technology. For example, states may reimburse the physician or other licensed practitioner at the distant site and reimburse a facility fee to the originating site. States can also reimburse any additional costs such as technical support, transmission charges, and equipment. These add-on costs can be incorporated into the fee-for-service rates or separately reimbursed as an administrative cost by the state. If they are separately billed and reimbursed, the costs must be linked to a covered Medicaid service.

## **State Flexibility in Covering/Reimbursing for Telemedicine Services and the Application of General Medicaid Requirements to Coverage of Telemedicine Services**

Telemedicine is viewed as a cost-effective alternative to the more traditional face-to-face way of providing medical care (e.g., face-to-face consultations or examinations between provider and patient). As such, states have the option/flexibility to determine whether (or not) to cover telemedicine; what types of telemedicine to cover; where in the state it can be covered; how it is provided/covered; what types of telemedicine practitioners/providers may be covered/reimbursed, as long as such practitioners/providers are "recognized" and qualified according to Medicaid statute/regulation; and how much to reimburse for telemedicine services, as long as such payments do not exceed Federal Upper Limits.

If the state decides to cover telemedicine, but does not cover certain practitioners/providers of telemedicine or its telemedicine coverage is limited to certain parts of the state, then the state is responsible for assuring access and covering face-to-face visits/examinations by these "recognized" practitioners/providers in those parts of the state where telemedicine is not available.

Therefore, the general Medicaid requirements of comparability, statewideness and freedom of choice do **not** apply with regard to telemedicine services.

## **CMS Approach to Reviewing Telemedicine SPAs**





Tennessee  
Secretary of  
State

Tre Hargett

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[Elections](#)

[Pu](#)

[Business Services Online](#) > [Request a Certificate of Existence](#) > [Data Entry](#)

# Certificate of Existence

000569084: SPECTRUM HEALTH CARE LLC

Verification

Requested By

Print Form

Secretary of State Control Number: 000569084

**Name:** SPECTRUM HEALTH CARE LLC

**Type:** Limited Liability Company

**Formed in:** TENNESSEE

**Principal Office Address:** 8011 BROOKS CHAPEL RD # 4032  
BRENTWOOD, TN 37027-3964 USA

**Status - SOS:** Active

**Standing - Annual Report:** Good

**Standing - Registered Agent:** Good

**Standing - Other:** Good

**Standing - Revenue:** Other

LOCATOR

CONTACT

SEARCH



U.S. Department  
of Veterans Affairs

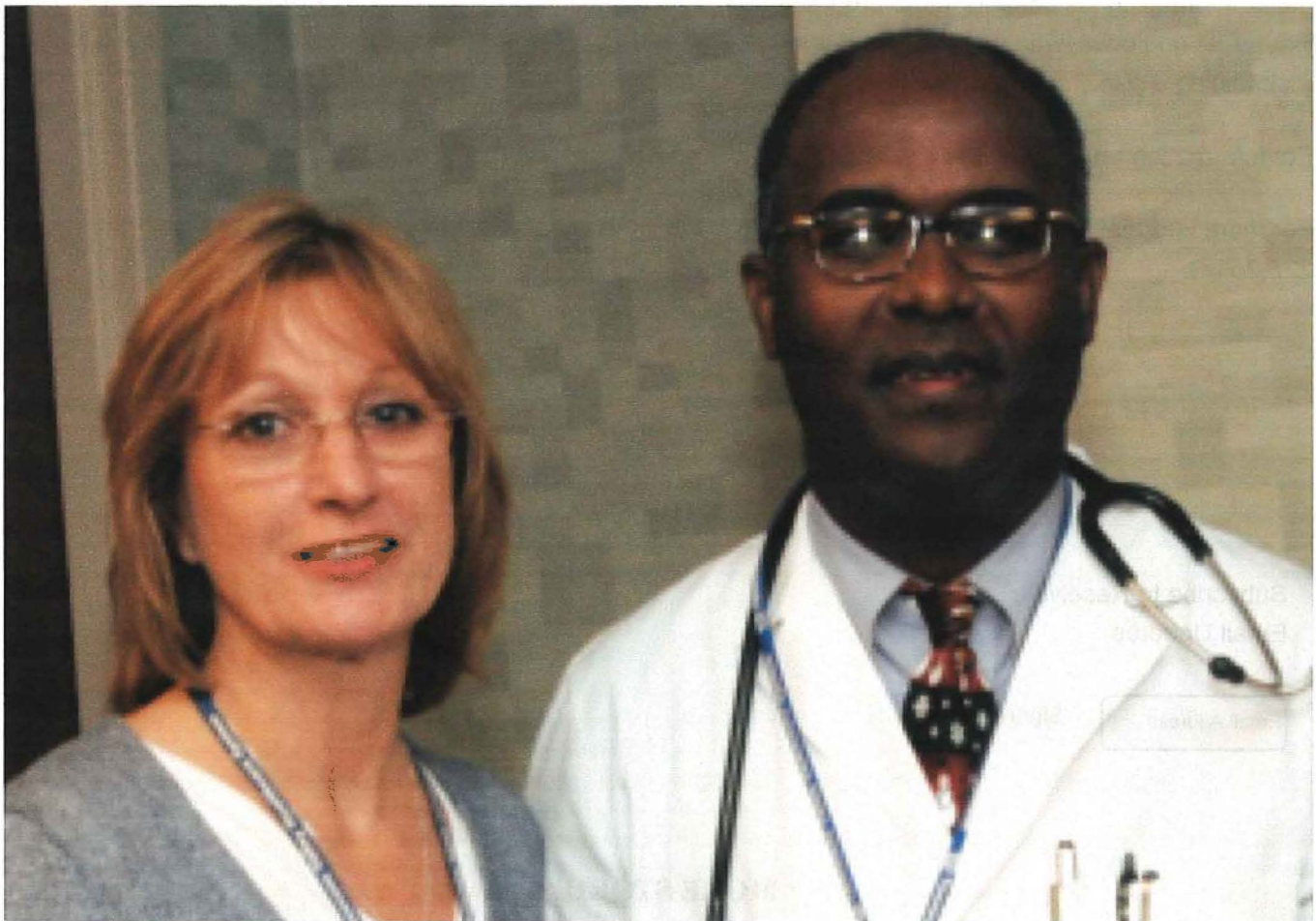
(<https://www.va.gov>)

MENU

VA (<http://www.va.gov/>) » Health Care (<http://www.va.gov/health>) » Tennessee Valley Healthcare System (</index.asp>) » Features (</TENNESSEEVALLEY/features/index.asp>) » VA TVHS Home Telehealth Doctor Recognized

## Tennessee Valley Healthcare System

### VA TVHS Home Telehealth Doctor Recognized



**Dr. Yemane Hadgu (Right) stands for a photo with Lynn Burk, VA TVHS lead home telehealth coordinator (Left) after being presented with a certificate recognizing him as a champion of VA TVHS's Home Telehealth Program**



Changes to Visitor Policy ([http://www.tennesseevalley.va.gov/features/Changes\\_to\\_Visitor\\_Policy.asp](http://www.tennesseevalley.va.gov/features/Changes_to_Visitor_Policy.asp))

TVHS physician receives award

([http://www.tennesseevalley.va.gov/features/TVHS\\_physician\\_receives\\_prestigious\\_national\\_award.asp](http://www.tennesseevalley.va.gov/features/TVHS_physician_receives_prestigious_national_award.asp))

TVHS social workers' tradition

([http://www.tennesseevalley.va.gov/features/TVHS\\_social\\_workers\\_start\\_new\\_tradition.asp](http://www.tennesseevalley.va.gov/features/TVHS_social_workers_start_new_tradition.asp))

CAR-T infusion gives Veterans

([http://www.tennesseevalley.va.gov/features/CAR\\_T\\_infusion\\_gives\\_Veterans\\_new\\_hope.asp](http://www.tennesseevalley.va.gov/features/CAR_T_infusion_gives_Veterans_new_hope.asp))

## CONNECT

Veterans Crisis Line: (<https://www.veteranscrisisline.net/>)

1-800-273-8255 (tel: +18002738255) (Press 1)

Social Media



(<https://www.va.gov/opa/socialmedia.asp>)  
Complete Directory (<https://www.va.gov/opa/socialmedia.asp>)

## EMAIL UPDATES

Email Address

Signup

## VA HOME

## QUICK LIST

## RESOURCES

## ADMINISTRATION

U.S. Department of Veterans Affairs | 810 Vermont Avenue, NW Washington DC 20420

Last updated May 12, 2015

REGISTER'S OFFICE  
STATE OF TENNESSEE, Williamson County  
Received for record the 12  
of June 1972 9:58 a.m.  
Noted to Note Book 4, P. 52  
and recorded for the 1st time  
1972 9:58 a.m.  
By: [Signature]

1968

VADEN PROPERTY

BRENTHAVEN SEC. 6  
Recorded Plat Bk. 4, P. 45,  
R.O.W.C. Tenn.

T.V.A. TRANSMISSION LINE EASEMENT

SHADY PLACE

GORDON PETTY COURT

SHEET 2 OF 4

SHEET 3 OF 4

SHEET 4 OF 4

MARYLAND

LANE

MOORES

LANE

TITLE SHEET  
SCALE: 1" = 200'

4/52A

Section Seven  
**Brenthaven**  
BRENTWOOD TENNESSEE

15TH CIVIL DISTRICT WILLIAMSON CO. TENN.

\* IRA ADAMS & J. S. ADAMS, JR.  
OWNERS & DEVELOPERS

JOB No 71-386

JUNE 8, 1972

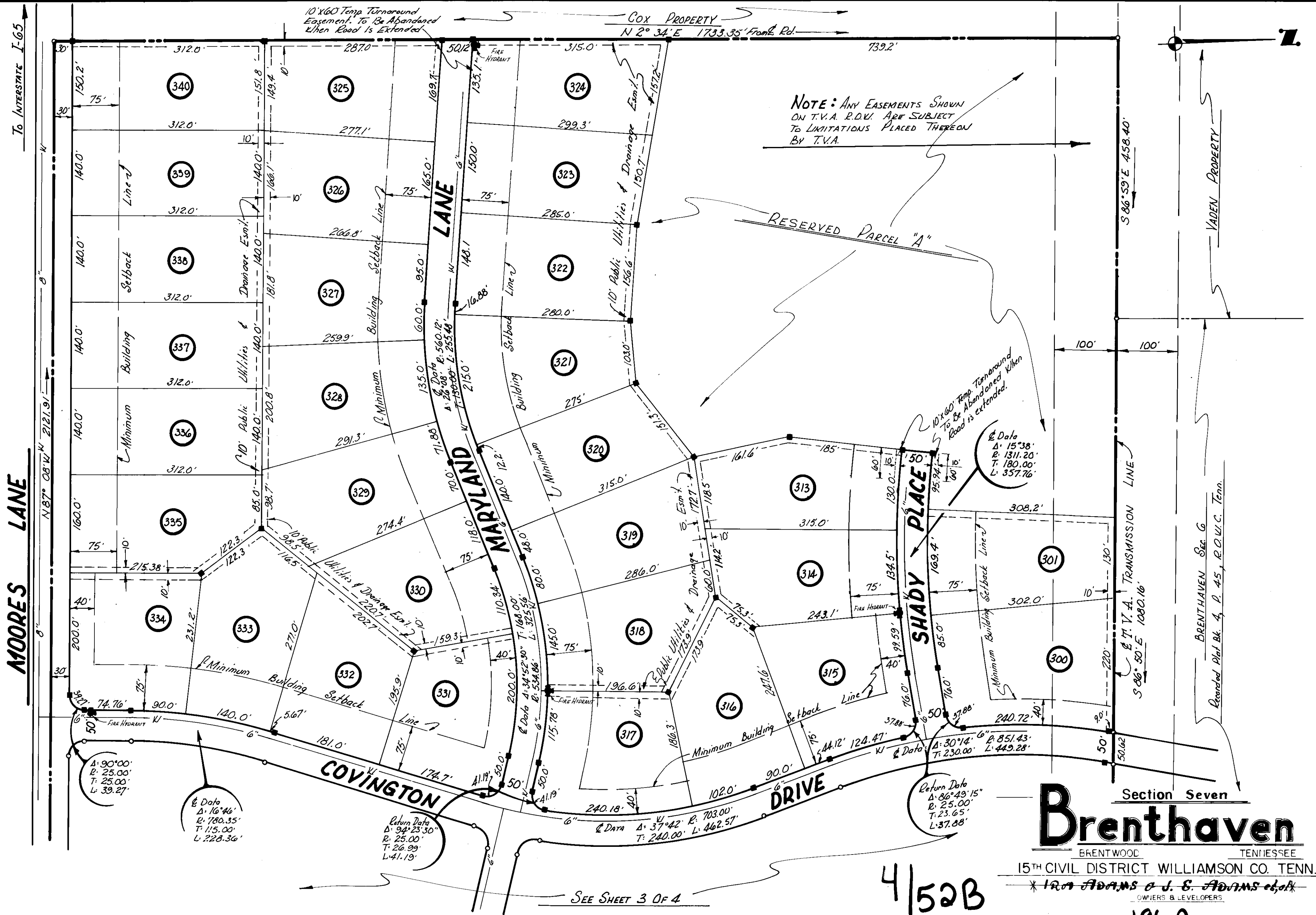
LOCATION MAP  
SCALE: 1" = 2000'

RECORD

RECORDED June 9, 1972 BOOK 4, PAGE 52 REGISTER'S OFFICE WILLIAMSON CO., TENN.

CERTIFICATE OF OWNERSHIP AND DEDICATION	CERTIFICATE OF ACCURACY	CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS	CERTIFICATE OF APPROVAL OF STREETS	CERTIFICATE OF APPROVAL FOR RECORDING	FINAL PLAT
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.  DATE: <u>June 24, 1972</u> BY: <u>R.C. Adams</u> OWNER	I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE <u>BRENTWOOD PLANNING COMMISSION</u>  DATE: <u>March 21, 1972</u> BY: <u>Ranish-Ragan, Inc.</u> APPROVING AGENCY	I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED <u>BRENTHAVEN SEC. 7</u> ARE APPROVED IN ACCORDANCE WITH CURRENT, LOCAL, AND/OR STATE GOVERNMENT REQUIREMENTS. WATER SYSTEM: <u>12 inch 1972 by [Signature]</u> DATE: <u>1972</u> TITLE & AGENCY: <u>DIST. ENGINEER</u> SEWER SYSTEM: <u>MAY 24 1972 BY [Signature]</u> DATE: <u>1972</u> TITLE & AGENCY: <u>W. [Signature]</u>	I HEREBY CERTIFY THAT ALL STREETS DESIGNATED ON THE FINAL SUBDIVISION PLAT ENTITLED <u>BRENTHAVEN SEC. 7</u> HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH CURRENT, LOCAL, AND/OR STATE GOVERNMENT REQUIREMENTS.  DATE: <u>April 24, 1972</u> BY: <u>[Signature]</u> TITLE & AGENCY: <u>[Signature]</u>	I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF BRENTWOOD PLANNING REGION WITH THE EXCEPTION OF SUCH VARIANCES AND/OR MODIFICATIONS, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.  DATE: <u>April 14, 1972</u> BY: <u>[Signature]</u> SECRETARY, PLANNING COMMISSION	<b>CITY OF BRENTWOOD</b>  TOTAL ACRES <u>111.26</u> ACRES TOTAL LOTS <u>84</u> ACRES NEW ROAD <u>8.7</u> ACRES MILES NEW ROAD <u>1.44</u> MILES OWNER <u>J.E. ADAMS &amp; IRA ADAMS</u> CIVIL DISTRICT <u>15TH</u> SURVEYOR <u>PARRISH-RAGAN, INC.</u> CLOSURE ERROR <u>5000'</u> SCALE: 1" = AS NOTED: <u>[Signature]</u>

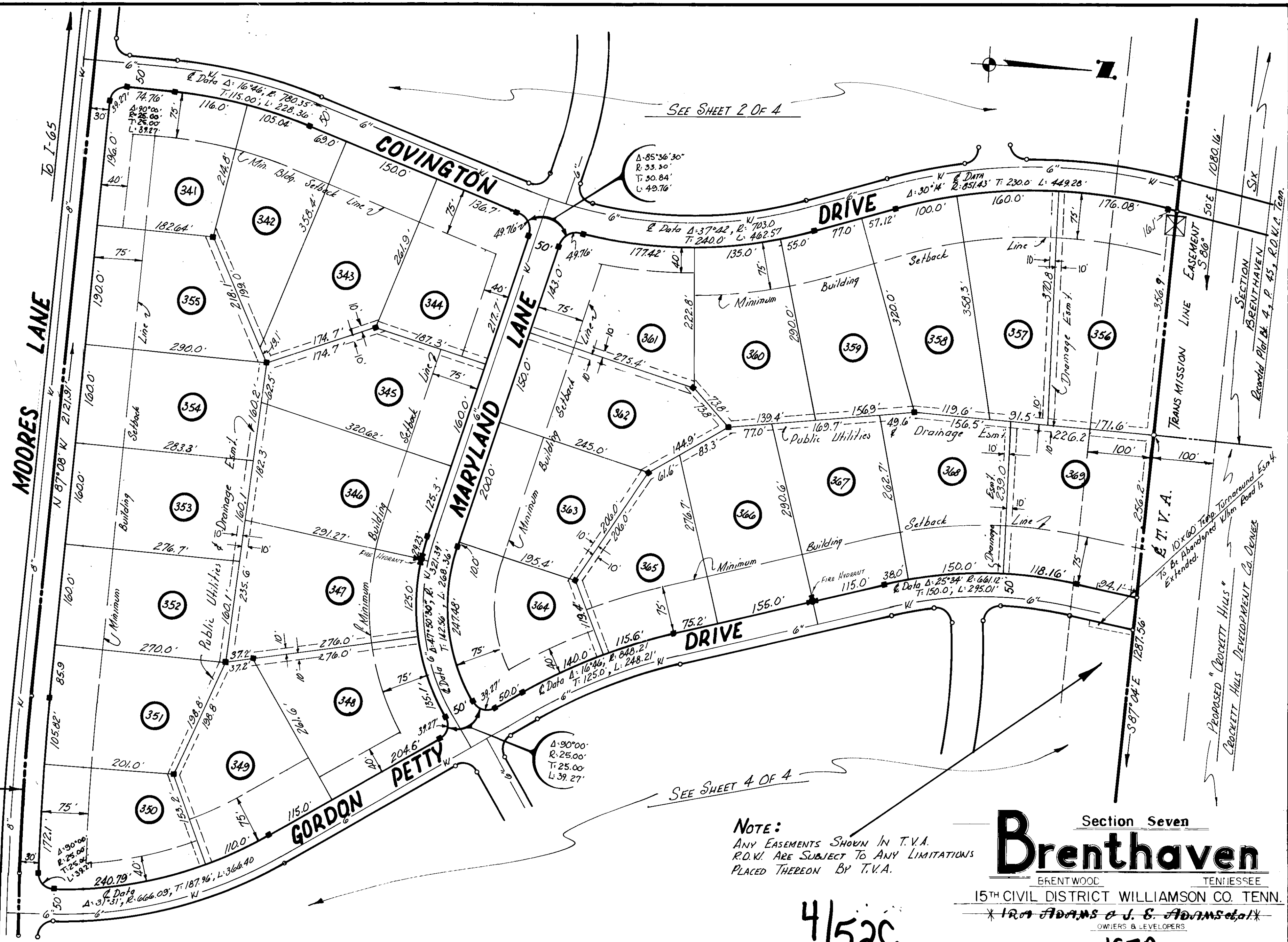
SHEET 1 OF 4



RECORD  
RECORDED June 9, 1972 BOOK 4 PAGE 52 REGISTER'S OFFICE WILLIAMSON CO., TENN.

CERTIFICATE OF OWNERSHIP AND DEDICATION	CERTIFICATE OF ACCURACY	CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS	CERTIFICATE OF APPROVAL OF STREETS	CERTIFICATE OF APPROVAL FOR RECORDING
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. <i>March 24, 1972</i> <i>J.E. Adams &amp; Ira Adams</i> OWNERS	I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE BRENTWOOD PLANNING COMMISSION. <i>March 21, 1972</i> <i>Parrish-Ragan, Inc.</i> SURVEYOR	I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED BRENTHAVEN SEC. 7 ARE APPROVED IN ACCORDANCE WITH CURRENT, LOCAL, AND/OR STATE GOVERNMENT REQUIREMENTS. WATER SYSTEM: <i>June 19, 1972</i> BY <i>James C. Caldwell</i> SEWER SYSTEM: <i>May 14, 1972</i> BY <i>James C. Caldwell</i> TITLE & AGENCY: <i>D. J. Caldwell</i> DATE: <i>May 14, 1972</i> BY: <i>James C. Caldwell</i> AUTH. APPROVING AGENCY	I HEREBY CERTIFY THAT ALL STREETS DESIGNATED ON THE FINAL SUBDIVISION PLAT ENTITLED BRENTHAVEN SEC. 7 HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH CURRENT, LOCAL, AND/OR STATE GOVERNMENT REQUIREMENTS. <i>April 24, 1972</i> <i>W.B. Adams &amp; J.E. Adams</i> BY: <i>W.B. Adams &amp; J.E. Adams</i> NAME, TITLE, AGENCY OF AUTH. APPROVING AGENCY	I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF BRENTWOOD PLANNING REGION WITH THE EXCEPTION OF SUCH VARIANCES, AND/OR MODIFICATIONS, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION. AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER. <i>April 14, 1972</i> <i>W.B. Adams &amp; J.E. Adams</i> BY: <i>W.B. Adams &amp; J.E. Adams</i> SECRETARY, PLANNING COMMISSION

FINAL PLAT	
CITY OF BRENTWOOD	
TOTAL ACRES <u>111.96 Ac.</u>	TOTAL LOTS <u>84</u>
ACRES NEW ROAD <u>8.74 Ac.</u>	MILES NEW ROAD <u>144 Miles</u>
OWNER <u>J.E. Adams &amp; Ira Adams</u>	CIVIL DISTRICT <u>15TH</u>
SURVEYOR <u>PARRISH-RAGAN, INC.</u>	CLOSURE ERROR <u>5000 ±</u>
SCALE: 1" = 100'	



Section Seven  
**Brenthaven**  
 BRENTWOOD TENNESSEE  
 15TH CIVIL DISTRICT WILLIAMSON CO. TENN.  
 \* IRON ADAMS & J. E. ADAMS, INC. \*  
 OWNERS & DEVELOPERS

NOTE:  
 ANY EASEMENTS SHOWN IN T.V.A.  
 R.O.V. ARE SUBJECT TO ANY LIMITATIONS  
 PLACED THEREON BY T.V.A.

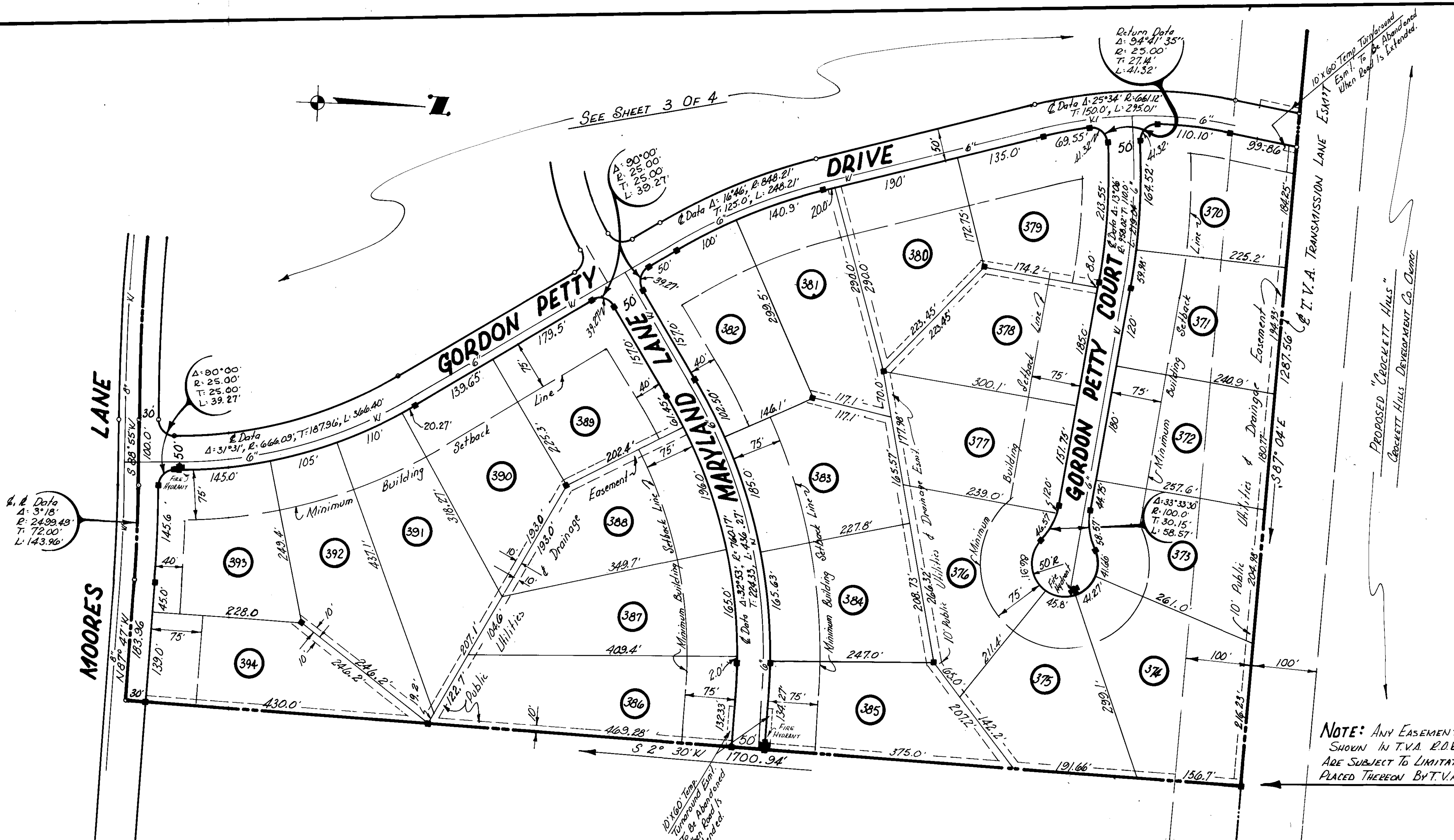
4/52c

RECORD  
 RECORDED June 9, 1972 BOOK 4 PAGE 52 REGISTER'S OFFICE WILLIAMSON CO. TENN.

Job No. 71-386 197A JUNE 8, 1972

CERTIFICATE OF OWNERSHIP AND DEDICATION	CERTIFICATE OF ACCURACY	CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS	CERTIFICATE OF APPROVAL OF STREETS	CERTIFICATE OF APPROVAL FOR RECORDING	FINAL PLAT
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. DATE: March 21, 1972 BY: R.C. Adams	I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE BRENTWOOD PLANNING COMMISSION. DATE: March 21, 1972 BY: Parrish-Ragan, Inc.	I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED BRENTHAVEN SEC. 7 ARE APPROVED IN ACCORDANCE WITH CURRENT, LOCAL, AND/OR STATE GOVERNMENT REQUIREMENTS. WATER SYSTEM: 12" 1972 BY: [Signature] TITLE & AGENCY: [Signature] SEWER SYSTEM: 12" 1972 BY: [Signature] TITLE & AGENCY: [Signature]	I HEREBY CERTIFY THAT ALL STREETS DESIGNATED ON THE FINAL SUBDIVISION PLAT ENTITLED BRENTHAVEN SEC. 7 HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH CURRENT, LOCAL, AND/OR STATE GOVERNMENT REQUIREMENTS. DATE: April 24, 1972 BY: [Signature]	I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF BRENTWOOD PLANNING REGION WITH THE EXCEPTION OF SUCH VARIANCES, AND/OR MODIFICATIONS, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION. AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER. DATE: April 14, 1972 BY: [Signature]	<b>FINAL PLAT</b> <b>CITY OF BRENTWOOD</b> TOTAL ACRES 111.96 ACRES TOTAL LOTS 84 ACRES NEW ROAD 8.7A MILES NEW ROAD 1.44 MILES OWNER IRA ADAMS & J. E. ADAMS CIVIL DISTRICT 15TH SURVEYOR PARRISH-RAGAN, INC. CLOSURE ERROR 5000+ SCALE: 1" = 100'





PROPOSED "CROCKETT HILLS"  
CROCKETT HILLS DEVELOPMENT CO. OWNER

Section Seven  
**Brenthaven**  
BRENTWOOD TENNESSEE  
15TH CIVIL DISTRICT WILLIAMSON CO. TENN.  
\* ~~12th Adams & J. S. Adams~~ \*  
OWNERS & DEVELOPERS

Job No 71-386 **197B** JUNE 8, 1972

RECORD  
RECORDED June 2, 1972 BOOK 4 PAGE 52 REGISTER'S OFFICE WILLIAMSON CO. TENN.

CERTIFICATE OF OWNERSHIP AND DEDICATION		CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS		CERTIFICATE OF APPROVAL OF STREETS		CERTIFICATE OF APPROVAL FOR RECORDING		FINAL PLAT	
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.		I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED <u>BRENTHAVEN Sec. 7</u> ARE APPROVED IN ACCORDANCE WITH CURRENT, LOCAL, AND/OR STATE GOVERNMENT REQUIREMENTS. WATER SYSTEM: <u>March 21, 1972</u> BY <u>James C. Wilson</u> AUTH. APPROVING AGENT TITLE & AGENCY: <u>DIST. ENGINEER</u>		I HEREBY CERTIFY THAT ALL STREETS DESIGNATED ON THE FINAL SUBDIVISION PLAT ENTITLED <u>BRENTHAVEN Sec. 7</u> HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH CURRENT, LOCAL, AND/OR STATE GOVERNMENT REQUIREMENTS.		I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF BRENTWOOD PLANNING REGION WITH THE EXCEPTION OF SUCH VARIANCES, AND/OR MODIFICATIONS, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.		CITY OF BRENTWOOD	
DATE: <u>March 21, 1972</u> BY: <u>James C. Wilson</u> APPROVING AGENT TITLE & AGENCY: <u>DIST. ENGINEER</u>		SEWER SYSTEM: <u>March 21, 1972</u> BY: <u>James C. Wilson</u> AUTH. APPROVING AGENT TITLE & AGENCY: <u>DIST. ENGINEER</u>		DATE: <u>April 24, 1972</u> BY: <u>James C. Wilson</u> APPROVING AGENT TITLE & AGENCY: <u>DIST. ENGINEER</u>		DATE: <u>April 14, 1972</u> BY: <u>James C. Wilson</u> APPROVING AGENT TITLE & AGENCY: <u>DIST. ENGINEER</u>		TOTAL ACRES <u>111.96 Ac.</u> TOTAL LOTS <u>84</u>	
OWNER <u>J. E. Adams &amp; J. S. Adams</u>		SURVEYOR <u>PARRISH-RAGAN, Inc.</u>		SCALE: 1" = 100'		ACRES NEW ROAD <u>8.7 Ac.</u> MILES NEW ROAD <u>1.44 Ac.</u>		CIVIL DISTRICT <u>15TH</u>	
								CLOSURE ERROR <u>5000 +</u>	

**DIVISION 6. C-1 COMMERCIAL OFFICE**

[Sec. 78-201. Intent.](#)

[Sec. 78-202. Uses permitted.](#)

[Sec. 78-203. Temporary uses permitted.](#)

[Sec. 78-204. Uses prohibited.](#)

[Sec. 78-205. Technical standards.](#)

[Sec. 78-206. Development standards.](#)

[Sec. 78-207. Redevelopment/improvement of existing site.](#)

[Sec. 78-208. Planning commission review.](#)

[Sec. 78-209. Reserved.](#)

[Secs. 78-210—78-220. Reserved.](#)

**Sec. 78-201. Intent.**

It is the intent of the C-1 commercial office district to provide adequate and suitable space for general office uses. Permitted office uses are those which, excluding employees, tend to attract relatively small numbers of people and generate small volumes of traffic. These districts are appropriately located and serve as transitional uses between districts characterized by lower density residential development and areas of more intensive commercial activities, or are extensions along major traffic arteries from areas used for more intensive commercial purposes. Regulations for this district are designed to maximize compatibility with adjacent residential districts. Within the C-1 commercial office districts as shown on the zoning map of the city the regulations set out in this division shall apply.

(Ord. No. 95-30, § 1(11-701), 6-26-95)

**Sec. 78-202. Uses permitted.**

The following uses are permitted in the C-1 commercial office district:

- (1) General office uses such as executive, management and administrative offices of private and public for-profit and nonprofit organizations.
- (2) Offices providing banking, financial, insurance and real estate brokerage services.
- (3) Offices providing advice, design, information or consultation of a professional nature.
- (4) Offices of physicians, dentists and other medically oriented practitioners providing medical testing, analysis and personal treatment services.
- (5) Offices providing communication services involving only minor processing operations such as multicopy, photostat, blueprinting and similar reproduction services, as well as custom printing operations.
- (6) Customer service functions of the United States Postal Service, including postage sales, post office box rentals and mail drop-off.

- (7) Service/institution uses such as continuing education programs, churches, funeral homes, day care facilities, community centers, convalescent homes and freestanding retirement/assisted living facilities for senior citizens ages 62 and older.
- (8) Mobile food vending, subject to the regulations established in chapter 18, article VI of this Code.
- (9) In any C-1 office building having at least 50,000 square feet of gross floor area, certain retail uses and services shall be permitted primarily for the convenience of the occupants, and their patients, clients or customers. The permitted retail and service uses shall not exceed ten percent of the gross floor area of the first floor of the building. Except for required emergency egress, such uses shall not be directly accessible from the exterior of the building and no drive-through service shall be permitted. In addition, no for the business shall be permitted at the building, provided that window signs complying with section 78-420 of this Code may be used. The following retail and service uses shall be permitted:
  - a. Barber shops and hairstylists.
  - b. Coffee shop, café and food services.
  - c. Dry cleaning, pressing, clothing alterations and laundry pickup stations (no on-site cleaning, pressing or laundering permitted.)
  - d. Book, newspaper, stationary, office supply, florist and gift shops.
  - e. Shoeshine services.
  - f. Health and fitness club.
- (10) Accessory uses or structures customarily incidental to the above permitted uses.
- (11) Any other business or service oriented office use which in the opinion of the planning commission is in keeping with the character and intent of the district.

(Ord. No. 95-30, § 1(11-702), 6-26-95; Ord. No. 98-19, § 1, 9-28-98; Ord. No. [2008-15](#), § 1, 8-25-2008; Ord. No. [2017-02](#), § 2, 2-27-2017)

#### **Sec. 78-203. Temporary uses permitted.**

Subject to appropriate conditions and safeguards as may be required by the planning commission, the following temporary uses may be permitted in the C-1 commercial office district.

- (1) Limited duration outdoor displays of foods or merchandise not generally sold throughout the year; and
- (2) Limited duration uses such as carnivals, street fairs, sales, etc.

(Ord. No. 95-30, § 1(11-703), 6-26-95)

#### **Sec. 78-204. Uses prohibited.**

Any use or structure that is not specifically permitted in the C-1 commercial office district is prohibited. In addition, any use or structure for which approval of the planning commission or planning and codes director is required shall be prohibited unless and until such approval is obtained. Sexually oriented businesses are specifically prohibited in the C-1 commercial office district.

(Ord. No. 95-30, § 1(11-704), 6-26-95; Ord. No. 98-12, § 2, 6-22-98; Ord. No. 2002-04, § 3, 4-8-2002)

## **Sec. 78-205. Technical standards.**

For all developments within the C-1 district, the following technical standards shall apply:

- (1) Minimum required lot size, one-half acre.
- (2) Minimum required front yard abutting a local street (as designated in article VII of this chapter), 30 feet.
- (3) Minimum required rear yard, 20 feet.
- (4) Minimum required side yards (not on corner lot), 20 feet.
- (5) Minimum side yard for corner lots abutting a local street, 30 feet.
- (6) Minimum front, side and rear yards abutting a collector or arterial street (as designated in article VII of this chapter), 50 feet.
- (7) Minimum front, side and rear yards abutting a residential district, 100 feet.
- (8) Height limitation for structures: a maximum of three stories or 46 feet, excluding parapets up to 42 inches in height, stair bulkheads and mechanical and elevator penthouse enclosures, subject to allowable increases in height as provided below.
- (9) Allowable increase in height of structure: The planning commission, after public notice and hearing, may approve structures not to exceed four stories or 60 feet, subject to the following exceptions and conditions:
  - a. Parapets up to 42 inches in height, stair bulkheads and mechanical and elevator penthouse enclosures shall be excluded from the measurement of building height and calculation of stories.
  - b. Finished basement floor space and underground parking levels shall be excluded from the measurement of building height and calculation of stories when at least 50 percent of the total area of the perimeter walls for the basement or underground parking level is below the outside grade level abutting the structure after site construction is completed; provided, however, that mean sea level elevation of the apparent roofline may not exceed 824 feet for any structure located west of I-65 and north of Concord Road;
  - c. The minimum front setback for any portion of the building, except for a passenger dropoff canopy, shall be 100 feet when the structure fronts an arterial or collector street and 60 feet for other public roads;
  - d. The required side and rear yards shall be equal to or exceed the height of the tallest portion of the structure;
  - e. The minimum required side and rear yards abutting a residential district shall be equal to or exceed two times the height of the tallest portion of the structure; and
  - f. When a canopy is attached to a four-story building to permit protected passenger dropoff, the canopy may be located within the setback area provided that the canopy does not exceed 20 feet in height and 32 feet in width.
- (10) Maximum usable lot area:
  - a. The maximum surface land area of the building shall not exceed 30 percent of the total lot area. Parking areas, open courts and other open space uses shall not be included in building area.
  - b. For uses other than service/institution uses as noted below, no more than 80 percent of the total surface land area of a lot shall be improved with buildings, structures, parking and loading areas, streets, driveways or roadways. For service/institution uses permitted under section 78-202(6), no more than 70 percent of the total surface land area of the lot shall be



improved with buildings, structures, parking and loading areas, streets, driveways or roadways.

(11) Green space area:

- a. At least 20 percent of any commercial use and 30 percent of any service/institutional use shall be landscaped with trees, green shrubbery, grass and/or other plantings. Such landscaping shall be in addition to any plantings or landscaping treatment in parking lot islands measuring less than 200 square feet. Green space shall be located on the site to provide the maximum visibility of the green space to surrounding properties and public streets.
- b. For any development with a minimum requirement of 20 or more parking spaces and parking areas proposed within 150 feet of an arterial or collector road, there shall be a minimum of 250 square feet of green space provided for every ten parking spaces located in the affected area. This green space shall be reasonably distributed inside the perimeter of the affected parking area. All parking lot islands shall have a minimum required width of ten feet, measured from the back of curb. All parking spaces affected by this standard shall be located within 55 feet of a parking lot island. Parking lot islands shall be planted with trees that are three caliper inches or greater in size and properly spaced for future growth and urban conditions. In addition, all parking areas located within 25 feet of an arterial or collector road must be screened by a permanent landscaped berm and evergreen hedge, containing plant species suitable for urban conditions and measuring at least 30 to 36 inches in height at the finished grade of the parking area.
- c. An irrigation system or other reliable system for watering to ensure long-term survival of trees and other plantings shall be provided for all newly landscaped areas within the parking area and for all green space areas located within ten feet of the exterior perimeter of the parking lot or any private road or driveway in the development. The planning commission may waive this requirement for unique and innovative landscaping plans that require less water for long-term survival.

(12) Planned commercial developments:

- a. The planning commission may approve a master plan for the overall development of two or more tracts of land in separate ownership as a planned development as defined in section 78-3, provided that the minimum requirements set forth in section 78-11 for frontage to a public street or private access easements are met. The approved master plan shall show the location and placement of all proposed lots, buildings and open space for the entire development and shall also show any area within the development which is proposed to be arranged or grouped so as to allow for common parking, vehicle access and internal circulation, storm drainage, and signage. No site plan or subdivision plat that is inconsistent with the approved master plan shall be approved unless an amended master plan is first submitted to and approved by the planning commission.
- b. In a planned commercial development characterized by a single structure or two or more adjoined structures in separate ownership and having zero-foot side setbacks on internal lot lines, the required front, rear and side setbacks, the usable lot and green space areas, and other technical standards for this district shall be applied by the planning commission as if there were a single owner and structure on the combined tract.
- c. In a planned commercial development characterized by a single structure or two or more tracts in separate ownership and with separate structures, each lot shall meet the minimum technical standards for green space as provided in this section. If a lot in such a development is created without frontage to a public street, the planning commission shall determine which yards shall be treated as the front, rear and side yards after review and recommendation of the planning department. No lot in such a development may be created in such a way as to leave any tract of land without frontage on and/or designated access to a public street.

(Ord. No. 95-30, § 1(11-705), 6-26-95; Ord. No. 96-40, § 2, 10-28-96; Ord. 98-27, § 1, 11-23-98; Ord. No. 2001-17, § 1, 10-22-2001; Ord. No. [2014-23](#), § 1, 1-26-2015; Ord. No. [2019-07](#), § 4, 8-26-2019)

#### **Sec. 78-206. Development standards.**

- (a) *Buffer provisions:* In locations where property zoned commercial abuts property zoned residential (either immediately adjacent to or across a public roadway), and a site development plan is submitted for the review and consideration of the planning commission, special care shall be taken to minimize the effects on the adjacent residential area. The following are considered to be minimum standards:
- (1) A minimum 50-foot buffer strip shall be required on the outer perimeter of the commercial building lot abutting the property currently zoned for residential use or development. No internal roads or driveways, parking areas, structures or storage of material shall be allowed within the buffer strip. This standard shall not supersede any existing or future agreements which may provide for a greater buffer strip than outlined above.
  - (2) The buffer strip shall consist of plantings and physical features sufficient to screen direct view, reduce glare and noise, and provide greater privacy for nearby residential uses. The buffer shall be initially installed for the permanent yearround protection of adjacent property by visually shielding internal activities from adjoining property from ground level view to a minimum height of six feet. A landscaping plan detailing the type, substance, design, width, height, opacity, growing period to maturity, time schedule for installation, and responsibility for perpetual maintenance of the buffer strip shall be submitted to and approved by the planning commission.
  - (3) The landscaping provisions of this section may be varied or reduced if the proposed plan provides for unique and innovative landscaping treatment or physical features that, in the opinion of the planning commission, meet the intent and purpose of this section. In instances where significant physical features exist (e.g., railroads, interstate and other major highways, hillsides, preserved wooded areas, etc.) which in the opinion of the planning commission provide adequate buffering between land uses, the existing buffers may be used to meet the landscaping provisions of this section.
  - (4) Prior to the issuance of a building permit, a security acceptable to the city shall be required to ensure completion of all landscaping/screening provisions as outlined in the plan approved by the planning commission. The security shall be posted in an amount equal to 110 percent of the total estimated costs of the materials and installation of the improvements. Upon the issuance of a certificate of occupancy for the building, a maintenance bond or similar form of security acceptable to the city shall be required for a period of one year to ensure that the vegetation remains as a living and viable screen.
- (b) *Off-street parking and loading.* The number, size and design of all parking spaces, internal access ways and loading spaces shall comply with the off-street parking requirements set forth in article VI of this chapter.
- (c) *Lighting.* Adequate outside lighting shall be provided to ensure safe movement of persons and vehicles and for security purposes. At the same time, such lighting shall be arranged so as to minimize glare and reflection on adjacent residential properties and public streets. The planning commission may require the submission of a lighting plan by a qualified professional engineer to ensure that the illumination of outside lighting as designed and installed does not exceed three footcandles measured at the property line of abutting property zoned for residential use or development.
- (d) *Signs.* The visual transfer of business advertising and other public information through the use of external signs in this zoning district shall comply with the sign regulations set forth in article V of this chapter.

- (e) *Vehicle access control.* The location and design of all driveways and accesses that allow vehicles to enter public streets from any lot developed in this zoning district shall comply with vehicle access control regulations set forth in article VII of this chapter.
- (f) *Internal street design.* All internal streets, drives, roadways, and parking and loading areas shall meet the construction standards for streets as set forth in the subdivision regulations of the city. All internal streets shall be privately constructed and maintained. The maximum grade on any street shall be six percent. All street intersections shall be at right angles. The minimum pavement width of any internal street, road or drive shall be 24 feet for two-way traffic and at least 18 feet for one-way traffic. With the exception of designated passenger dropoff areas and loading and unloading spaces, the minimum distance between any building and any internal street or drive shall be 15 feet, while the minimum distance between any building and any parking space shall be ten feet. For small commercial and service institution uses of less than 10,000 square feet, the planning commission may reduce the distance between buildings and internal drives and parking spaces to not less than five feet, provided the site does not have a through traffic movement from adjoining or nearby land uses.
- (g) *Erosion control and stormwater management.* The control of erosion during and after development and the design of drainage systems suitable to handle stormwater runoff after the site is developed shall comply with the requirements of chapter 56 of this Code and the subdivision regulations of the city.
- (h) *Utility provisions.* All developments shall be served with minimum public sanitary sewer and water lines of eight inches and six inches respectively, with actual sizing and other technical requirements for connection to public utilities subject to approval by the water/sewer department. This requirement may be waived upon approval of the planning commission and 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 by the county health department. All electric, telephone and similar service lines and wiring shall be installed underground, and there shall be no new overhead wiring in any commercial development.
- (i) *Exterior treatment.* Any proposed land use or development approved by the planning commission shall be designed and constructed of materials so as to be architecturally compatible with the architectural character of the general area.
- (j) *Tree management.* The planting, maintenance and removal of trees in this zoning district shall comply with the tree management regulations set forth in article VIII of this chapter.
- (k) *Solid waste.*
  - (1) Each site shall provide a solid waste storage and disposal area, in accordance with the requirements of section 78-20 of this Code.
  - (2) Solid waste disposal and storage areas shall be constructed of durable brick or masonry materials that match the exterior treatment used on the building.
  - (3) The planning commission may approve, under exceptional circumstances, a method for shared solid waste and disposal areas among adjoining land uses and/or parcels if the proposal improves operational efficiency and convenience and meets the projected solid waste storage and disposal requirements of each participant. As a condition for approval, the planning commission shall require the participating property owners to establish and record on a final plat a permanent access and use easement with language acceptable to the city attorney to ensure permanent joint availability and establish responsibility for maintenance of the shared storage and disposal area.
  - (4) The above requirements shall apply to all site plans submitted to the planning commission for consideration in this zoning district, including redevelopment of an existing developed site.
  - (5) Each site in existence at the date of adoption of this subsection [April 9, 2001] shall be brought into compliance with the provisions herein no later than May 1, 2006, unless redevelopment occurs first.

- (l) *Screening of equipment.* Ground and roof level electrical transformers, heat and air conditioning equipment and similar facilities shall be screened from public view.
- (m) *Noise .* Limitations on noise intensity shall apply as detailed in chapter 42, article VI, division 2 of this Code. In instances where the planning department staff or the planning commission determines that a new commercial development site plan or redevelopment or reuse of the existing building and lot may result in objectionable noise so as to cause a nuisance, the staff or the commission may require that such additional information be provided or studies be performed as may be necessary to assist in evaluating the potential noise impact of the development or use and the mitigation options for reducing such noise impact. The planning commission may direct that the cost of providing such information or studies be paid by the applicant. The planning commission may require additional buffers or such other physical features or containment measures as may be necessary to mitigate the noise.

(Ord. No. 95-30, § 1(11-706), 6-26-95; Ord. No. 97-17, § 1, 8-11-97; Ord. No. 2001-01, § 1, 4-9-2001; Ord. No. 2006-04, § 2, 4-24-2006; Ord. No. 2008-02, § 11, 3-24-2008; Ord. No. [2014-07](#), § 3, 2-9-2015)

#### **Sec. 78-207. Redevelopment/improvement of existing site.**

- (a) "Redevelopment," as used in this section, shall mean a substantial change in the character of an existing lot which was substantially developed prior to 1980, as determined by the planning commission, including but not limited to the construction of a new principal structure. "Improvement," as used in this section, shall mean an alteration which does not substantially change the character of an existing lot, as determined by the planning commission, including but not limited to the construction of accessory structures or additions to existing principal structures.
- (b) It is recognized that certain property in the city was developed prior to adoption of the latest technical and development standards in the district. When an existing site is redeveloped or improved, the site shall be brought into conformance with the technical and development standards of this division to the greatest extent feasible. Notwithstanding the foregoing, exceptions to these standards may be approved by the planning commission when it determines that a redevelopment plan will enhance or significantly upgrade the existing property to the betterment of the community and/or that full compliance will pose an undue burden on the property owner. Furthermore, minor exceptions to these standards may be approved by the planning commission when it determines that improvements to a previously developed site will enhance or significantly upgrade the existing property and/or that full compliance will pose an undue burden on the property owner.

(Ord. No. 95-30, § 1(11-707), 6-26-95; Ord. No. 2005-08, § 1, 5-23-2005)

#### **Sec. 78-208. Planning commission review.**

Prior to consideration by the planning commission of any development proposal within the zoning district established in this division, a site plan drawn to a scale no smaller than one inch equals 200 feet shall first be submitted to the planning department staff for review and recommendations prior to consideration by the planning commission. The site plan shall contain the following additional information:

- (1) Name, address and phone number of owner, developer and applicant.
- (2) A written statement from the property owner, if other than the applicant, stating that the applicant is acting on his behalf in the submission of this development plan.
- (3) Small scale location map of the proposed site.
- (4) Zoning classification of the site and the acreage involved.
- (5) Topographical contours at five-foot intervals.



- (6) Identification of floodplain boundaries and information as per Federal Emergency Management Agency (FEMA) maps.
- (7) Erosion and sediment control measures, and location of any waterway natural areas, in accordance with the requirements of chapter 56 of this Code.
- (8) Location and dimension of internal streets, internal traffic circulation patterns, sidewalks, proposed vehicle access points to public streets, off-street parking spaces and loading areas (including area designated for reduced parking approval), and solid waste disposal areas.
- (9) Drainage calculations and stormwater management plan, in accordance with the requirements of chapter 56 of this Code.
- (10) Landscaping plan, including: calculations of green space areas; landscaping/screening features including the type, number, caliper and location of plantings; buffer strips; and provisions or agreements for the maintenance of green space.
- (11) Location and size of existing and proposed water and sewer lines, other underground utilities, storm drainage and any existing easements.
- (12) Land use table outlining proposed uses and overall densities.
- (13) Development schedule generally setting forth when the applicant intends to commence construction and the anticipated completion date.
- (14) All structures and vehicle access locations on adjacent or abutting properties within 500 feet of the proposed development.
- (15) Building footprint, applicable building setbacks, and color elevation drawings of structures showing height of buildings and exterior treatment.
- (16) Location and illumination patterns of exterior lighting and any sound impact from the land use, if applicable.
- (17) Location of any temporary construction trailers.
- (18) Signage plan, including:
  - a. The maximum total sign area, and number of each type of sign to be included on the property, pursuant to article V of this chapter.
  - b. The location, dimensions and base of any existing or proposed signs.
  - c. Color scheme, lettering/graphic style, lighting and materials for all signs.
- (19) Historically significant sites and significant natural and manmade features or resources, including hillsides in excess of 25 percent grade.
- (20) Type of construction.
- (21) Any additional information that the planning commission may require for the purpose of promoting the health, safety and general welfare of the community.

(Ord. No. 95-30, § 1(11-708), 6-26-95; Ord. No. 2002-04, § 4, 4-8-2002; Ord. No. 2003-06, § 2, 5-27-2003; Ord. No. 2008-02, §§ 12, 13, 3-24-2008; Ord. No. 2008-08, § 9, 6-24-2008)

**Sec. 78-209. Reserved.**

**Editor's note**— Ord. No. 2008-08, § 10, adopted June 24, 2008, repealed § 78-209, which pertained to administrative approval and derived from Ord. No. 2002-04, § 5, adopted Apr. 8, 2002. See § 78-42 for provisions pertaining to administrative approval.

**Secs. 78-210—78-220.   Reserved.**

## **Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Ordinance 2020-07 -- An Ordinance Proposing the Rezoning of Approximately 5.75 Acres from AR to SI-3

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

**Department:** Planning & Codes

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### **Information**

#### **Subject**

Ordinance 2020-07 requests consideration of a proposed rezoning of approximately 5.75 acres of land located in the southeast quadrant of the intersection of Franklin Road and Wilson Pike Circle from the AR (Agricultural/Residential Estate) zoning district to the SI-3 (Service Institution -- Cultural, Recreational, and Governmental) zoning district.

#### **Background**

The attached ordinance requests the rezoning of approximately 5.75 acres of land located in the southeast quadrant of the intersection of Franklin Road and Wilson Pike Circle. Specifically, the property is located at 502 and 506 Franklin Road. The proposal involves the construction of a private tennis facility.

The subject properties are currently vacant and are shown as being lots numbers six and seven of the final plat of Country Club Estates as recorded in Plat Book 3, Page 2. The subdivision was originally recorded in August 1966. The property is adjacent to the Brenthaven Cumberland Presbyterian Church on the south, four residential lots on the east, across Franklin Road is the Brentwood County Club, and across Wilson Pike Circle is the AT&T Operations Center.

The submitted plan shows one building, located on the southerly portion of the site, which will house six indoor tennis courts. The plan also provides for six outdoor courts, located in the northern portion of the property.

The submitted plan shows access to the tract from both Franklin Road and Wilson Pike Circle. Section 78-486(1)a5 of the Municipal Code requires that access to a corner lot, fronting an arterial street (Franklin Road) and a collector street (Wilson Pike Circle) or a local street be required to have access only from the collector or the local street.

The plan also provides a total of 51 parking spaces. Note that Section 78-454 of the Municipal Code details the number of spaces provided for each land use. A private recreation facility/health club is required to provide one parking space per three patrons at maximum capacity as determined by the fire marshal. Section 78-457 of the Municipal

Code details the number of handicap accessible parking spaces each site must provide. It is likely that 51 spaces may be sufficient for the use. However, provision of a total of 51 spaces requires at least three handicap parking spaces also be included. The submitted plan does not show the required handicap accessible parking spaces, which could affect the total number of spaces required for the project.

The plan does not provide complete site calculations showing building area, green space area, impervious area etc. Additionally, a landscaping plan, to include the arterial road buffer planting plan was not provided.

The developer's representatives were made aware of the additional technical requirements, as described in the four preceding paragraphs, and asked to make the necessary revisions to the plan on March 27, 2020. Traditionally, a rezoning plan addresses all of the technical requirements of the requested zoning classification, even though it is not considered a binding site plan when requesting SI-3 zoning. A copy of the initial staff review and the property owners representatives response are attached below. Without the information requested, it is difficult to determine if the submitted plan accurately meets the technical requirements as detailed in Section 78, Division 12 of the Municipal Code.

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 for this request has not yet been scheduled. For the public health and safety, any meeting will be conducted consistent with the latest CDC guidelines for safe social distancing of at least six feet between individuals. A maximum of 50 attendees will be permitted in the meeting at any one time. The Planning Commission would then review the request and provide its recommendations at its July 6, 2020 meeting. The public hearing before the Board of Commissioners would be scheduled for July 13, 2020. Second and final reading would be scheduled for July 27, 2020.

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

### **Staff Recommendation**

While a site plan is not required to be submitted as part of a rezoning application for the SI-3 zoning district, a plan was provided by the applicant. Based upon the information submitted, staff is unable to determine full plan compliance with the technical requirements of Section 78, Division 12 of the Municipal Code.

### **Previous Commission Action**



On October 13, 2014 Ordinance 2014-17 was deferred by the applicant. The ordinance provided for the rezoning of approximately 6.0 acres of land located in the southeast quadrant of the intersection of Franklin Road and Wilson Pike Circle. More specifically, the property is located at 502 and 506 Franklin Road. The plan proposed construction of an assisted living facility having a unit count of 100 and a total building area of 92,925 square feet, in two buildings.

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**Fiscal Impact**

**Attachments**

Ordinance 2020-07

Attachment B -- Revised Plan Set -- 5/18

Vicinity Map

Staff Requested Revisions to the plan & Revised Hearing Schedule

Applicants Resubmittal Response

Original Plat

Code Sections

SI-3 Technical requirements

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# ORDINANCE 2020-07

**AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AMEND THE ZONING ORDINANCE, SAME BEING CHAPTER 78 OF THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD, BY CHANGING THE PRESENT ZONING CLASSIFICATION FOR CERTAIN PROPERTY LOCATED IN THE SOUTHEAST QUADRANT OF THE INTERSECTION OF FRANKLIN ROAD AND WILSON PIKE CIRCLE FROM THE AR (AGRICULTURAL RESIDENTIAL) ZONING DISTRICT TO THE SI-3 (SERVICE INSTITUTION -- CULTURAL, RECREATIONAL AND GOVERNMENTAL) 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 in the southeast quadrant of the intersection of Franklin Road and Wilson Pike Circle, be and it is hereby changed from the AR (Agricultural Residential) zoning district to the SI-3 (Cultural, Recreational and Governmental) 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 shall hereby be amended accordingly.

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

PASSED: 1st reading \_\_\_\_\_

## PLANNING COMMISSION

2nd reading \_\_\_\_\_

NOTICE OF PASSAGE

PUBLIC HEARING

Notice published in: \_\_\_\_\_

Notice published in: *Tennessean (Williamson)*

Date of publication: \_\_\_\_\_

Date of publication: \_\_\_\_\_

Date of hearing: \_\_\_\_\_

EFFECTIVE DATE

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MAYOR
Rhea E. Little III

RECORDER Holly Earls

*Approved as to form:*

CITY ATTORNEY Kristen L. Corn

**ATTACHMENT A  
PROPERTY DESCRIPTION  
ORDINANCE 2020-07**

**MAP 11-P, GROUP A, PARCEL 03.00 AND MAP 11-P. GROUP A, PARCEL 04.00**

A TRACT OF LAND IN WILLIAMSON COUNTY, BEING SHOWN AS TAX MAP 11-9, GROUP, PARCELS 03.00 AND 04.00 AND BEING A PART OF COUNTRY CLUB ESTATES. SAID PROPERTY BEING BOUNDED BY THE NORTH BY WILSON PIKE CIRCLE, ON THE EAST BY STEPHEN RAY BLUME, JAMES K. WALL AND WIFE, SARA WALL, WILLIAM J. HALL AND WIFE, PATRICIA HALL, AND CLYDE STANLEY MYATT, AND CATHY L. MYATT, ON THE SOUTH BY FIRST CUMBERLAND PRESBYTERIAN CHURCH, AND ON THE WEST BY FRANKLIN ROAD.

**POINT OF BEGINNING (N:615542.60, E:1733726.38)** AT AN IRON ROD FOUND AT THE NORTHWEST CORNER OF A TRACT OF LAND, IN THE NAME OF STEPHEN RAY BLUME, TRUSTEE OF THE JSB 2012 TRUST DATED NOVEMBER 1, 2012, RECORDED IN BOOK 5739, PAGE 212, REGISTER'S OFFICE, WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.TN.), AND DESCRIBED IN PLAT BOOK 3, PAGE 2 (R.O.W.C.TN.), AND ON THE SOUTH RIGHT-OF-WAY WILSON PIKE CIRCLE, THENCE, SOUTH 05 DEG 15' 53" WEST, A DISTANCE OF 268.84 FEET TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID BLUME TRACT, AND AT THE NORTHWEST CORNER OF A TRACT OF LAND, IN THE NAME OF JAMES K. WALL AND WIFE, SARA WALL, RECORDED IN BOOK 144, PAGE 13 (R.O.W.C.TN.);

THENCE, WITH THE WEST LINE OF SAID WALL TRACT, SOUTH 37 DEG 03' 33" WEST, A DISTANCE OF 137.33 FEET TO AN INTERIOR CORNER OF SAID WALLS TRACT;

THENCE, CONTINUING WITH THE WEST LINE OF SAID WALL TRACT, SOUTH 22 DEG 15' 13" WEST, PASSING THROUGH AN IRON ROD AT 55.09 FEET, 253.86 FEET, IN ALL A DISTANCE OF 332.43 FEET TO AN IRON ROD FOUND ON THE WEST LINE OF A TRACT OF LAND, IN THE NAME OF CLYDE STANLEY MYATT AND, CATHY L. MYATT, RECORDED IN BOOK 6678, PAGE 576 (R.O.D.C.TN.), AND DESCRIBED AS "LOT 13" OF THE COUNTRY CLUB ESTATES, RECORDED IN PLAT BOOK 3, PAGE 2 (R.O.W.C.TN.), AND AT THE EAST CORNER OF A TRACT OF LAND, IN THE NAME OF FIRST CUMBERLAND PRESBYTERIAN CHURCH, RECORDED IN PLAT BOOK 3, PAGE 2 (R.O.W.C.TN.), AND DESCRIBED AS "LOT 5"

THENCE, WITH THE NORTHEAST LINE OF SAID "LOT 5", NORTH 64 DEG 48' 46" WEST, A DISTANCE OF 384.29 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID "LOT 5", AND ON THE SOUTHEAST RIGHT-OF-WAY OF FRANKLIN ROAD;

THENCE, WITH THE RIGHT-OF-WAY OF FRANKLIN ROAD, NORTH 25 DEG 11' 04" EAST, A DISTANCE OF 601.55 FEET;

THENCE, TO THE SOUTH RIGHT-OF-WAY OF WILSON PIKE CIRCLE, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 44.74 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 61 DEG 48' 17" EAST, 41.76 FEET;

THENCE, CONTINUING WITH THE RIGHT-OF-WAY OF WILSON PIKE CIRCLE, SOUTH 81 DEG 34' 42" EAST, A DISTANCE OF 291.43 FEET TO THE POINT OF BEGINNING CONTAINING 5.75 ACRES.

# BRENTWOOD TENNIS PARK

## REZONING REQUEST

BRENTWOOD, WILLIAMSON COUNTY, TENNESSEE

**PARCEL OWNERS**  
011P A 00400 & 011P A 00300  
506 FRANKLIN ROAD, LLC  
BRIAN SULLIVAN  
901 BROADWAY #23562  
NASHVILLE, TN 37202  
615-300-7698  
BRIANCSULLIVAN1@GMAIL.COM

**APPLICANT & LANDSCAPE ARCHITECT:**  
GAMBLE DESIGN COLLABORATIVE  
GREG GAMBLE  
324 LIBERTY PIKE, SUITE 145  
FRANKLIN, TN 37064  
615-975-5765  
greg.gamble@gdc-tn.com

**ENGINEER:**  
ENERGY LAND & INFRASTRUCTURE, LLC  
CLAY WALLACE  
1420 DONELSON PIKE, SUITE A-12  
NASHVILLE, TN 37217  
615-383-6300  
clay.wallace@eli-llc.com



SHEET INDEX	
C0.0	COVER AND VICINITY MAP
C1.0	EXISTING CONDITIONS PLAN
C2.0	PROPOSED MASTER PLAN & CONCEPTUAL ARCHITECTURE

SITE DATA	
<b>PROJECT NAME:</b>	<b>BRENTWOOD TENNIS PARK</b>
<b>TAX MAP &amp; PARCELS:</b>	MAP 11P - PARCELS A 00400 & A 00300
<b>ADDRESS</b>	502 & 506 FRANKLIN ROAD
<b>CITY:</b>	BRENTWOOD
<b>COUNTY:</b>	WILLIAMSON
<b>STATE:</b>	TENNESSEE
<b>SITE ACREAGE:</b>	6.04 AC
<b>EXISTING ZONING:</b>	AR - AGRICULTURAL / RESIDENTIAL ESTATE
<b>PROPOSED ZONING:</b>	SI-3 SERVICE INSTITUTION



INITIAL SUBMITTAL: 3.23.2020  
RESUBMITTAL: 5.18.2020





**GDC**

# BRENTWOOD TENNIS PARK

# REZONING REQUEST

Brentwood, Williamson County, Tennessee

Curve Table				
Curve #	Length	Radius	CH. BRG.	CH. DIST.
C1	44.74	35.00	N61°48'17"E	41.76

A TRACT OF LAND IN WILLIAMSON COUNTY, BEING SHOWN AS TAX MAP 11-9, GROUP A, PARCELS 03.00 AND 04.00 AND BEING A PART OF COUNTRY CLUB ESTATES, SAID PROPERTY BEING BOUNDED BY THE NORTH BY WILSON PIKE CIR.CLE, ON THE EAST BY STEPHEN RAY BLUME, JAMES K. WALL AND WIFE, SARA WALL, WILLIAM J. HALL AND WIFE, PATRICIA HALL, AND CLYDE STANLEY MYATT, AND CATHY L. MYATT, ON THE SOUTH BY FIRST CUMBERLAND PRESBYTERIAN CHURCH, AND ON THE WEST BY FRANKLIN ROAD.

POINT OF BEGINNING (N:615542.60, E:1733726.38) AT AN IRON ROD FOUND AT THE NORTHWEST CORNER OF A TRACT OF LAND, IN THE NAME OF STEPHEN RAY BLUME, TRUSTEE OF THE JSB 2012 TRUST DATED NOVEMBER 1, 2012, RECORDED IN BOOK 57359, PAGE 212, REGISTER'S OFFICE, WILLIAMSON COUNTY, TENNESSEE (R.O.W.C.TN.), AND DESCRIBED IN PLAT BOOK 3, PAGE 2 (R.O.W.C.TN.), AND ON THE SOUTH-RIGHT-OF-WAY WILSON PIKE CIRCLE, THENCE, SOUTH 05 DEG 15' 53" WEST, A DISTANCE OF 268.84 FEET TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID BLUME TRACT, AND AT THE NORTHWEST CORNER OF A TRACT OF LAND, IN THE NAME OF JAMES K. WALL AND WIFE, SARA WALL, RECORDED IN BOOK 144, PAGE 13 (R.O.W.C.TN.);

THENCE, WITH THE WEST LINE OF SAID WALL TRACT, SOUTH 37 DEG 03' 33" WEST, A DISTANCE OF 137.33 FEET TO AN INTERIOR CORNER OF SAID WALLS TRACT;

THENCE, CONTINUING WITH THE WEST LINE OF SAID WALL TRACT, SOUTH 22 DEG 15' 13" WEST, PASSING THROUGH AN IRON ROD AT 55.09 FEET, 253.86 FEET, IN ALL A DISTANCE OF 332.43 FEET TO AN IRON ROD FOUND ON THE WEST LINE OF A TRACT OF LAND, IN THE NAME OF CLYDE STANLEY MYATT AND, CATHY L. MYATT, RECORDED IN BOOK 6678, PAGE 576 (R.O.D.C.T.N.), AND DESCRIBED AS "LOT 13 OF SAID TRACT OF LAND, BEING THE RESIDUAL INTEREST IN PLAT BOOK 3, PAGE 2 (R.O.W.C.T.N.), AND AT THE EAST CORNER OF A TRACT OF LAND, IN THE NAME OF FIRST CUMBERLAND PRESBYTERIAN CHURCH, RECORDED IN PLAT BOOK 3, PAGE 2 (R.O.W.C.T.N.), AND DESCRIBED AS "LOT 5"

THENCE, WITH THE NORTHEAST LINE OF SAID "LOT 5", NORTH 64 DEG 48' 46" WEST  
A DISTANCE OF 384.29 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER  
OF SAID "LOT 5", AND ON THE SOUTHEAST RIGHT-OF-WAY OF FRANKLIN ROAD;

THENCE, WITH THE RIGHT-OF-WAY OF FRANKLIN ROAD, NORTH 25 DEG 11' 04" EAST,  
A DISTANCE OF 601.55 FEET;

THENCE, TO THE SOUTH RIGHT-OF-WAY OF WILSON PIKE CIRCLE, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 44.74 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 61 DEG 48' 17" EAST, 41.76 FEET;

THENCE, CONTINUING WITH THE RIGHT-OF-WAY OF WILSON PIKE CIRLCE, SOUTH 81 DEG 34' 42" EAST, A DISTANCE OF 291.43 FEET TO THE **POINT OF BEGINNING** CONTAINING 5.75 ACRES.

The seal is circular with a dashed outer border. The text "LARRY C. WALLACE" is at the top, "REGISTERED ENGINEER" is at the top right, "3/20/20" is at the right, "No. 108133" is at the bottom, and "STATE OF TENNESSEE" is at the bottom left. In the center is a circular emblem featuring a plow, a sheaf of wheat, and a cotton plant, with the words "AGRICULTURE" and "COMMERCE" on either side.

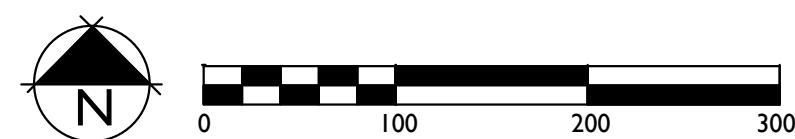
Revision Date \_\_\_\_\_  
 △ \_\_\_\_\_  
 △ \_\_\_\_\_  
 △ \_\_\_\_\_  
 △ \_\_\_\_\_

## EXISTING CONDITIONS

SHEET  
C1.0

COB # xxx  
137



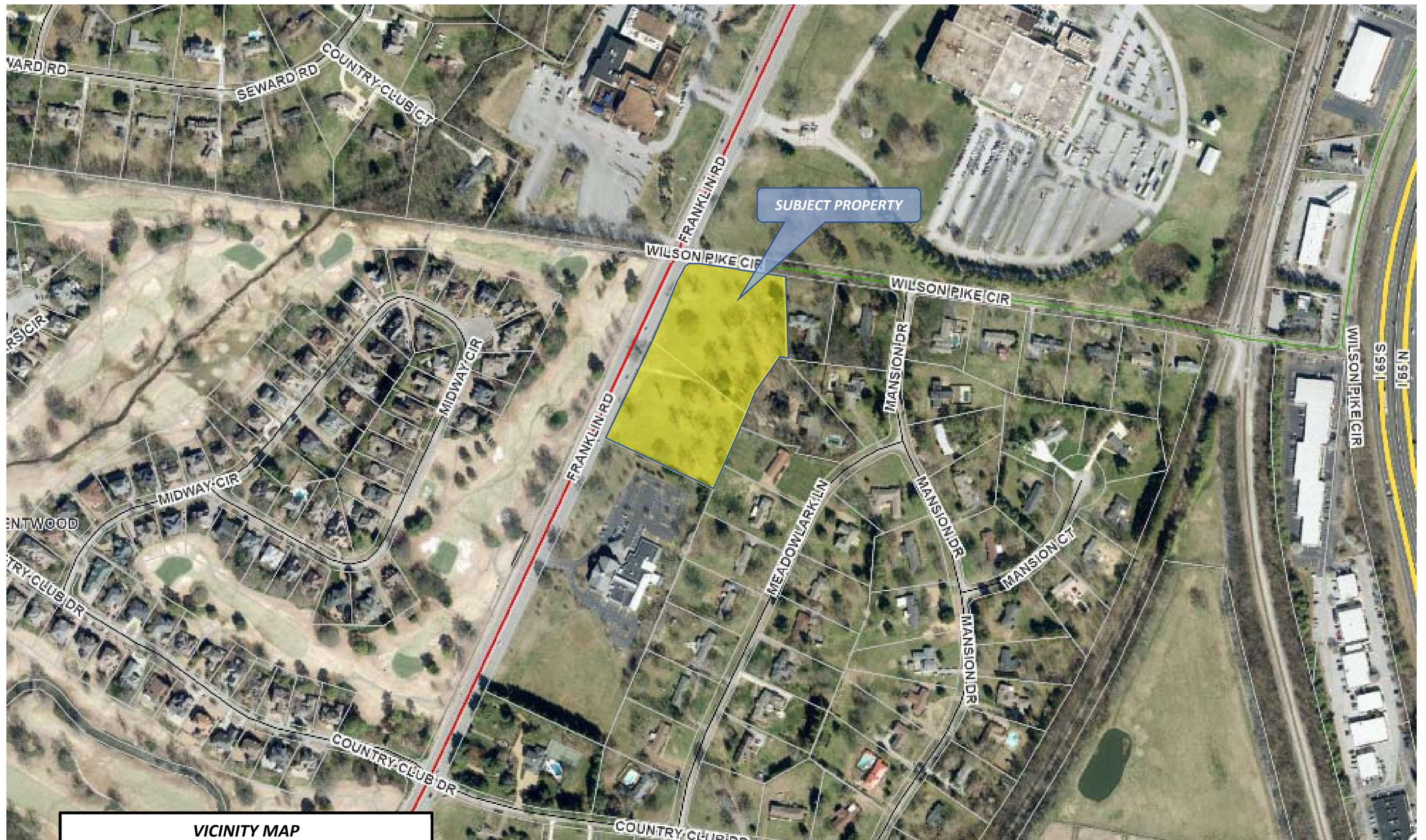


PROPOSED STREET VIEW FROM FRANKLIN ROAD



Revision	Date
△	_____
△	_____
△	_____
△	_____





**VICINITY MAP  
ORDINANCE 2020-07**

Jeff Dobson  
PLANNING AND CODES DIRECTOR

Tim Harrington  
BUILDING CODES OFFICIAL



Todd Petrowski  
SENIOR CITY PLANNER

Allison Henry  
CITY PLANNER

## BRENTWOOD

PLANNING AND CODES

Via Electronic mail – [brainscsullivan1@gmail.com](mailto:brainscsullivan1@gmail.com)

March 27, 2020

Mr. Brian Sullivan  
506 Franklin Road LLC  
901 Broadway Unit 23562  
Nashville, TN 37202

**RE: PROPOSED REZONING OF PROPERTY LOCATED AT 502 AND 506 FRANKLIN ROAD – BRENTWOOD TENNIS FACILITY**

Dear Mr. Sullivan:

Please be advised that staff with the City of Brentwood Planning and Codes Department has completed a preliminary review of your proposed plan for rezoning the properties located at 502 and 506 Franklin Road. Please see my comments below related to the review. Please also note the tentative hearing schedule, following the comments.

1. Provide a legal description of the property. This document is required as part of the initial submission.
2. Provide a full-sized copy of the site plan, printed on a 24" x 36" sheet the plan must be scalable, and provide complete dimensions.
3. Correct the property owner's information as shown on Sheet C1.0.
4. Section 78-486(1)5 of the Zoning Ordinance (Code) requires corner lots fronting an arterial street (Franklin Rd.) and a Collector street (Wilson Pike Circle) to have access only from the collector street. Revise the plans as required.
5. Provide complete color building elevations with the appropriate dimensions.
6. Provide complete site calculations – building area, green space area, parking recap, etc.
7. There are no handicap parking spaces located on the plan. At least three handicap parking spaces must be provided in conformance with the requirements of Section 78-457 of the Code.
8. The SI-3 zoning classification requires a 50-foot wide buffer and a 75-foot setback, adjacent to properties zoned for residential use or development, show both of these areas on the site plan.
9. Extend the easterly buffer northerly to Wilson Pike Circle.
10. No internal roads driveways, parking areas structures or storage of materials may be located in the buffers. Relocate the driveway to Wilson Pike Circle.



11. Provide a landscape plan for the arterial road and other buffers to meet the requirements of Section 78-306 of the Code. The buffers shall be planted in accordance with the requirements of Section 78-512(b)5c of the Code.
12. Demonstrate compliance with Section 78-304(9)b of the Code regarding green space areas within the parking lots.
13. Provide a Photometric plan to demonstrate compliance with Section 78-306(d) of the Code.
14. Show the location of the solid waste enclosure on the proposed plan.

Normally, your request would be scheduled for first reading by the Board of Commissioners on April 13, 2020, but it would be difficult to deal with public comments in an electronic meeting format given the current COVID-19 virus situation, I expect that there will be significant public interest in your request. The earliest staff can place your request on an agenda for first reading would be the May 11, 2020 regular meeting. The tentative hearing schedule is as follows:

May 11	First Reading	City Commission
May 28	Community Meeting	
June 1	Review & Recommendation	Planning Commission
June 8	Public Hearing	City Commission
June 22	Second & Final Reading	City Commission

In addition to the difficulty in conducting the various public meetings required as part of the rezoning process. The community meeting is particularly troublesome in that it is intended as a forum for citizens to voice their concerns. Proper social distancing must be observed, limiting gatherings to ten or fewer persons on this meeting. There are no provisions to conduct the meeting other than those defined in the Code.

Please understand that the above meeting schedule is TENTATIVE. Should the COVID-19 emergency not improve in the next month, consideration of a revised hearing schedule will be necessary.

Thank you for your attention to this matter. Should you have any questions or require additional information, please feel free to contact me by electronic mail – [Jeff.Dobson@BrentwoodTN.gov](mailto:Jeff.Dobson@BrentwoodTN.gov), or by telephone at 615.371.2204

Sincerely,



Jeff Dobson  
Planning and Codes Director

XC: Mr. Greg Gamble, via electronic mail – [greg.gamble@gdc-tn.com](mailto:greg.gamble@gdc-tn.com)



May 18, 2020

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

**Regarding: Brentwood Tennis Park Rezoning**

Dear Mr. Dobson,

Please find attached documents for the resubmittal of the Brentwood Tennis Park rezoning request. Resubmittal documents include the following:

- (3) Physical Copies of the Resubmittal Plan,
- (1) Thumb drive with digital files of Resubmittal Plan,
- Legal Description of the property;

Below are comments the applicant received following initial submittal of this rezoning request. Each comment has been responded to in blue. We feel that we have provided the required information for the rezoning request and will provide further information at future submittal stages to meet the subsequent requirements.

1. Provide a legal description of the property. This document is required as part of the initial submission.  
*Applicant Response: This has been provided as a separate exhibit with resubmittal.*
2. Provide a full-sized copy of the site plan, printed on a 24" x 36" sheet the plan must be scalable, and provide complete dimensions.  
*Applicant Response: Site plan provided on sheet C2.0. Scale corrected.*
3. Correct the property owner's information as shown on Sheet C1.0.  
*Applicant Response: Updated on sheet C1.0.*
4. Section 78-486(1)5 of the Zoning Ordinance (Code) requires corner lots fronting an arterial street (Franklin Rd.) and a Collector street (Wilson Pike Circle) to have access only from the collector street. Revise the plans as required.  
*Applicant Response: Due to the orientation of the site, this is the only way to get parking to the south side of the property without impeding on the eastern buffer. The applicant feels that the connection to Franklin Road is justified as trip generation will be negligible, and impact on traffic safety and movement on the public roadway will be minimal, per Section 78-486(1)5 of the Zoning Ordinance.*
5. Provide complete color building elevations with the appropriate dimensions.  
*Applicant Response: We will provide this at the site plan stage as required.*
6. Provide complete site calculations - building area, green space area, parking recap, etc.  
*Applicant Response: We will provide this at the site plan stage as required.*

7. There are no handicap parking spaces located on the plan. At least three handicap parking spaces must be provided in conformance with the requirements of Section 78-457 of the Code.  
*Applicant Response: We will provide this at the site plan stage as required.*
8. The SI-3 zoning classification requires a 50-foot wide buffer and a 75-foot setback, adjacent to properties zoned for residential use or development, show both of these areas on the site plan.  
*Applicant Response: Update made on plan sheet C2.0*
9. Extend the easterly buffer northerly to Wilson Pike Circle.  
*Applicant Response: Update Made on plan sheet C2.0*
10. No internal roads driveways, parking areas structures or storage of materials may be located in the buffers. Relocate the driveway to Wilson Pike Circle.  
*Applicant Response: It was our understanding based on the city ordinances, parking and drive isles are not permitted in the Franklin Road buffer, however parking and drive isles are permitted in the Wilson Pike Circle buffer and in the buffer alongside the church's property line.*
11. Provide a landscape plan for the arterial road and other buffers to meet the requirements of Section 78-306 of the Code. The buffers shall be planted in accordance with the requirements of Section 78-512(b)5c of the Code.  
*Applicant Response: We will provide this at the site plan stage as required.*
12. Demonstrate compliance with Section 78-304(9)b of the Code regarding green space areas within the parking lots.  
*Applicant Response: We will provide this at the site plan stage as required.*
13. Provide a Photometric plan to demonstrate compliance with Section 78-306(d) of the Code.  
*Applicant Response: We will provide this at the site plan stage as required.*
14. Show the location of the solid waste enclosure on the proposed plan.  
*Applicant Response: We will provide this at the site plan stage as required.*

Please let me know if you have questions.

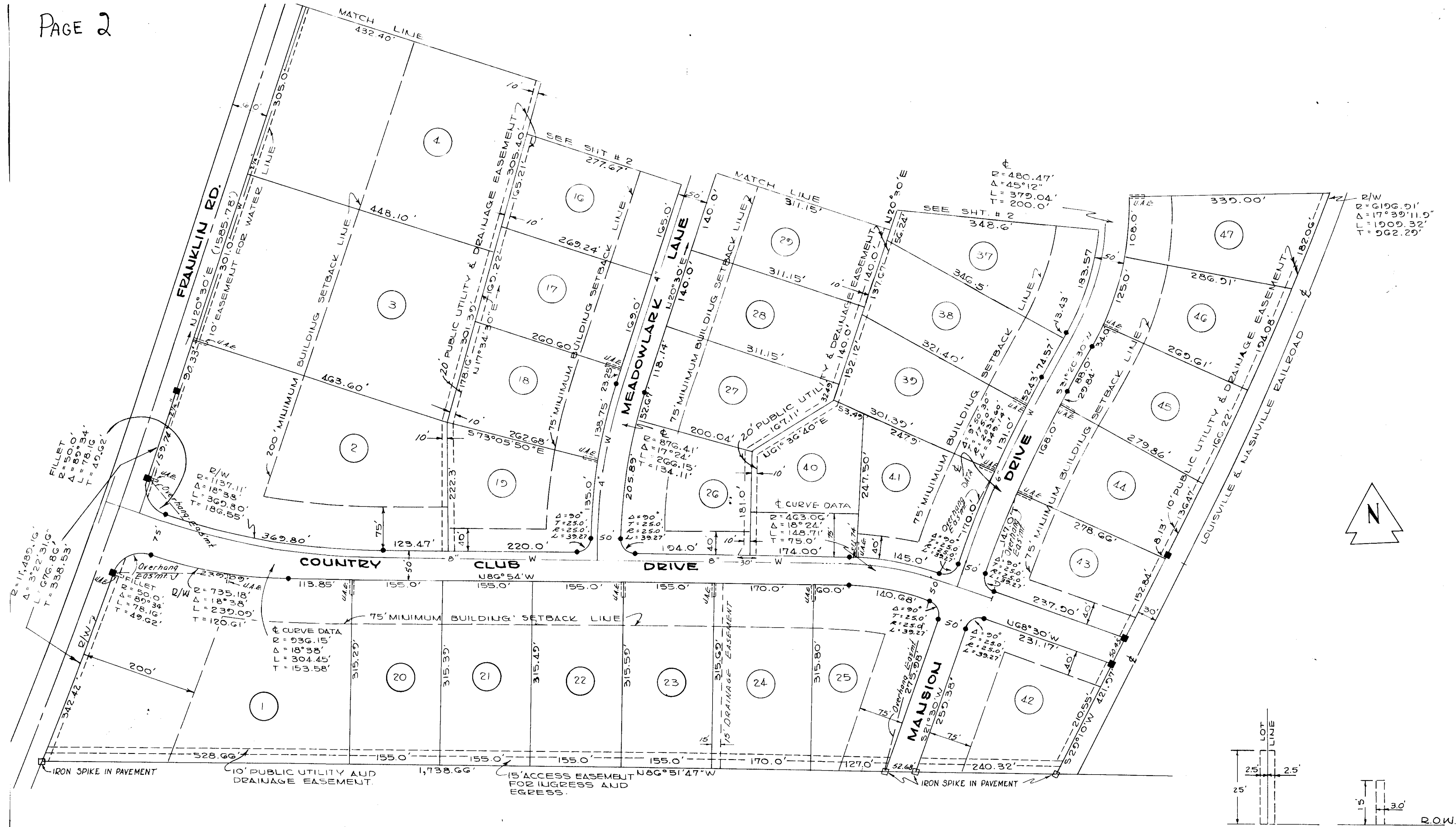
**Matt Huff**

615.414.6723

Matt.huff@gdc-tn.com

324 Liberty Pike, Suite 145

Franklin, TN 37064



# COUNTRY CLUB ESTATES

WALTER B. WILLIAMS, OWNER & DEVELOPER

REGISTER'S OFFICE  
STATE OF TENNESSEE  
WILLIAMSON COUNTY  
Received for record the \_\_\_\_\_ day  
of \_\_\_\_\_ 1966 at \_\_\_\_\_ o'clock \_\_\_\_\_ P.M.  
Noted in Note Book \_\_\_\_\_ page \_\_\_\_\_  
and Recorded in \_\_\_\_\_ Book No. \_\_\_\_\_  
page \_\_\_\_\_ Fee \$ \_\_\_\_\_  
Witness my hand  
JIMMIE D. BENNETT, JR.  
REGISTER

## NOTE:

All certificates and approvals shown on sheet  
two shall also apply to this sheet.

## RECORDED:

RECORDED \_\_\_\_\_, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN THE  
REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.

# CERTIFICATE OF OWNERSHIP & DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

8-1-66

Walter B. Williams

# CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE BRENTWOOD REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON, TO THE SPECIFICATIONS REQUIRED.

7/28/66

JAMES L. MURPHY, JR. & CO.  
513 THOMPSON LAKE  
NASHVILLE, TENNESSEE

# CERTIFICATION OF APPROVAL OF WATER AND SEWERAGE SYSTEMS

I HEREBY CERTIFY THAT THE WATER SUPPLY AND SEWAGE DISPOSAL UTILITY SYSTEMS INSTALLED, OR PROPOSED FOR INSTALLATION, IN COUNTRY CLUB ESTATES FULLY MEET THE REQUIREMENTS OF THE TENNESSEE STATE HEALTH DEPARTMENT AND ARE HEREBY APPROVED AS SHOWN.

7-28-66

Derry C. Moore

COUNTY HEALTH OFFICER OR AUTHORIZED REP.

I HEREBY CERTIFY THAT THE WATER SUPPLY INSTALLED OR PROPOSED FOR INSTALLATION, IN COUNTRY CLUB ESTATES FULLY MEET THE REQUIREMENTS OF THE BRENTWOOD WATER CO. AND ARE HEREBY APPROVED AS SHOWN.

8-1-66

Jack L. Corn Van Buren  
CHAIRMAN OF UTILITY DISTRICT  
OR AUTHORIZED REPRESENTATIVE

# CERTIFICATION OF APPROVAL OF STREETS & UTILITIES

I HEREBY CERTIFY THAT (1) STREETS, UTILITIES AND OTHER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATIONS OF THE BRENTWOOD REGION IN COUNTRY CLUB ESTATES OR (2) THAT A SECURITY BOND IN THE AMOUNT OF \$22,000 HAS BEEN POSTED WITH THE BRENTWOOD REGIONAL PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS.

Mark Osburn

COUNTY ROAD ENGINEER OR  
APPROVING AGENT

# RECORDED

RECORDED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.

REGISTER'S OFFICE  
STATE OF TENNESSEE  
WILLIAMSON COUNTY  
Received for record the \_\_\_\_\_ day  
of Aug. 1966 at \_\_\_\_\_ o'clock P.M.  
Noted in Note Book \_\_\_\_\_ page \_\_\_\_\_  
and Recorded in \_\_\_\_\_ Book No. \_\_\_\_\_  
page \_\_\_\_\_ Fee \$ \_\_\_\_\_  
Witness my hand  
JIMMIE D. BENNETT, JR.  
REGISTER

COUNTRY  
CLUB  
ESTATES

100 50 0 1 2 3  
~ Graphic Scale ~

# CERTIFICATE OF APPROVAL FOR RECORDING

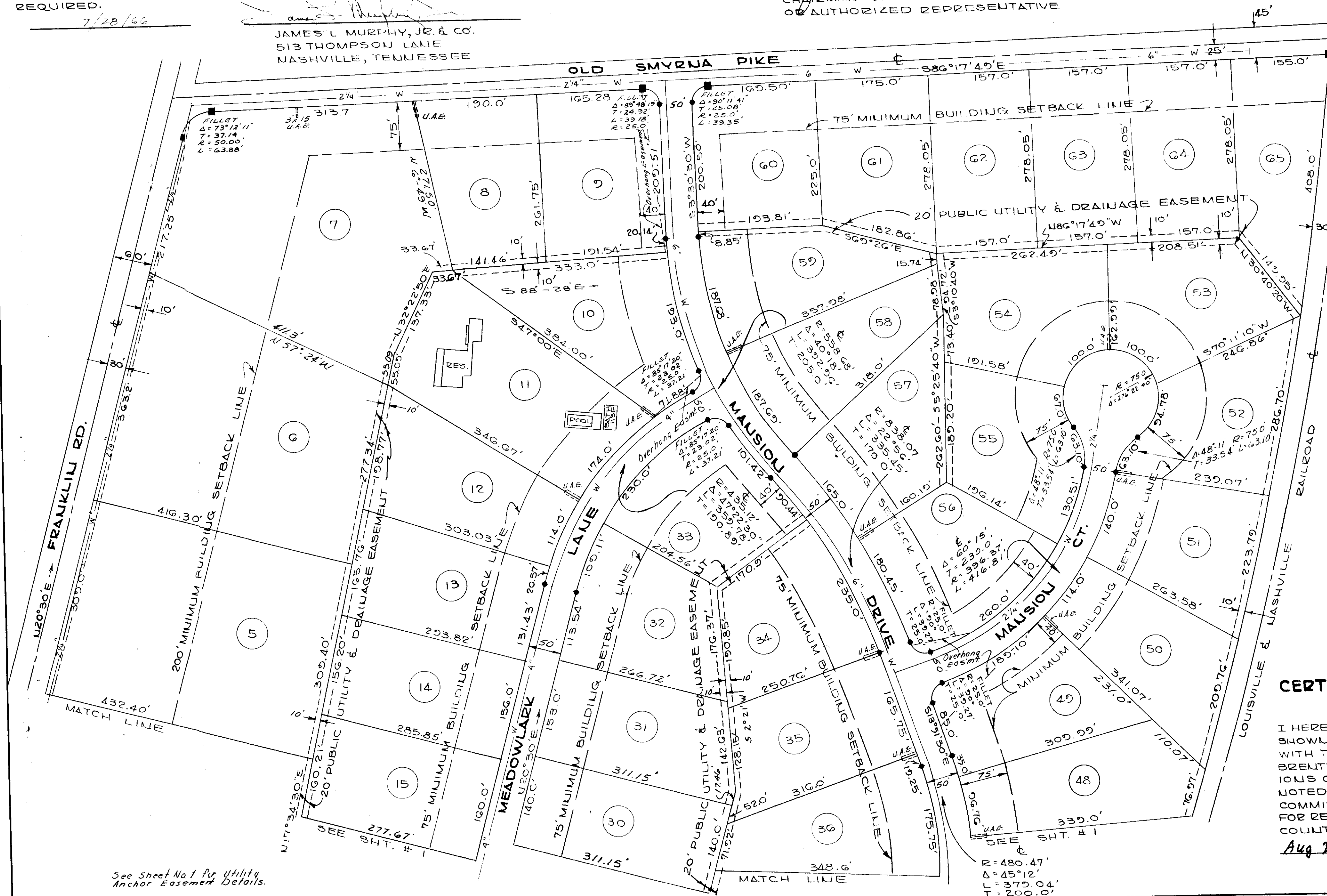
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE BRENTWOOD PLANNING REGION WITH EXCEPTIONS OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTRAR.

Aug 2, 1966

J. A. Noble

SEC. PLANNING COMMISSION

Sheet No. 2



See Sheet No. 1 for Utility  
Anchor Easement Details.



**Sec. 78-454. Number of off-street parking spaces required.**

Private recreation facility/health club	1 space per 3 patrons at maximum capacity as determined by the fire marshal
---	---

**Sec. 78-457. Handicapped parking standards.**

All off-street handicapped parking spaces shall conform to the federal Americans with Disabilities Act requirements and be designated as reserved for the physically handicapped by a sign showing the symbol of accessibility. The following minimum standards shall be met:

- (1) *Location.* Parking spaces designated for the physically handicapped shall be located to provide the shortest possible accessible circulation route to an accessible entrance of the building.
- (2) *Number.* The number of parking spaces to be reserved for the handicapped shall be as follows:

Number of Parking Spaces to be Reserved for Handicapped	
Total Spaces	Number of spaces to be reserved for handicapped
Up to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 % of total
Over 1000	20 plus 1 for each 100 over 1000

- (3) *Minimum handicapped parking space size requirements:* All off-street handicapped parking spaces shall conform to the following size requirements:
  - a. Handicapped parking spaces must be at least 11 feet by 18 feet.

- b. Handicapped parking spaces must be adjacent to an access aisle measuring at least five feet by 18 feet. Two handicapped accessible parking spaces may share a common access aisle.

#### **Sec. 78-486. Design criteria.**

The following minimum standards shall apply in the design of driveways to public roads:

- (1) *Number of driveways permitted.* Access to an arterial, collector or local roads shall be provided to any lot either by means of a shared access easement(s), private road easement(s) including frontage or rear access roads or direct accessway(s).
  - a. *Arterial roads* (see figure 1).
    - 5. Access to a corner lot fronting on two arterial roads shall be required to have access from the road with the lower average daily traffic volume. Access to a corner lot fronting on an arterial road and bordered by a collector or local road shall be required to have access only from the collector or local road. A property may be allowed to have an additional driveway from the abutting arterial road provided that, in the opinion of the planning commission, the driveway is justified based on trip generation or topography and/or the impact on traffic safety and movement on the public roadway is minimal and/or benefitted by the driveway. Approval of such driveway may be conditioned upon other geometric improvements by the applicant that mitigate traffic impact. \

**DIVISION 12. SI-3 SERVICE INSTITUTION (CULTURAL, RECREATIONAL AND GOVERNMENTAL)**

[Sec. 78-301. Intent.](#)

[Sec. 78-302. Uses permitted.](#)

[Sec. 78-303. Uses prohibited.](#)

[Sec. 78-304. Technical standards.](#)

[Sec. 78-305. Location and height of accessory uses.](#)

[Sec. 78-306. Development standards.](#)

[Sec. 78-307. Redevelopment/improvement of existing site.](#)

[Sec. 78-308. Planning commission review.](#)

[Sec. 78-309. Reserved.](#)

[Secs. 78-310—78-320. Reserved.](#)

**Sec. 78-301. Intent.**

It is the intent of this division to provide areas suitable for open space and recreational uses, cultural and philanthropic uses, educational and religious purposes, local government services, and their associated uses without creating undesirable or objectionable influences on nearby residential districts. These SI-3 service institution (cultural, recreational and governmental) zoning districts are appropriately located between commercial and residential districts and on other suitable tracts located adjacent to arterial streets where residential development is not appropriate or feasible, and/or where the requirements of this division are deemed adequate to mitigate any adverse impact on the nearby residential development.

(Ord. No. 95-15, § 1(11-1201), 4-24-95; Ord. No. 99-21, § 2, 1-10-2000)

**Sec. 78-302. Uses permitted.**

The following uses are permitted:

- (1) Golf and country clubs, cemeteries, and parks and recreation uses which may include facilities for sports and leisure activities such as swimming, tennis, field sports, playgrounds, walking, bike and jogging trails, picnic areas, amphitheaters, community centers, and restricted open space.
- (2) Social, philanthropic and cultural uses such as libraries, museums, art galleries and botanical gardens which serve a natural, historic, educational, or cultural interest and are operated by nonprofit agencies.
- (3) Preschool, elementary, middle and high schools, colleges and universities.
- (4) Churches, synagogues and other religious temples (including associated uses such as day care, religious education and community/youth programs).
- (5) Residential child care facilities (including associated support uses and buildings).
- (6) Publicly owned facilities that support the delivery of essential local government services, including but not limited to fire stations and municipal buildings.

- (7) Accessory uses such as food services and pro/gift shops that are customarily incidental to the main use, public training facilities, playgrounds and athletic facilities, picnic pavilions, and equipment storage buildings and garages.
- (8) Garage sales and consignment sales conducted inside the building or facility, provided that no more than two consignment sales shall occur at the same location in any calendar year, and the duration of a single garage or consignment sale shall not exceed three days. Authorization to conduct a consignment sale shall be contingent upon application by an appropriate official representing the property and issuance of a permit by the city manager or his designee. The application must certify that at least 25 percent of the income collected from the sale shall be returned to the institution where the sale is being conducted.
- (9) Mobile food vending, subject to the regulations established in chapter 18, article VI of this Code, and limited to the following circumstances:
  - a. Mobile food service vehicles may operate at food truck rallies or other special events that have been approved in advance by the city.
  - b. At the invitation of the property owner or tenant, up to two mobile service vehicles may operate on an occasional basis, not to exceed one day per week, and for no more than four hours per day on any property within the district.
  - c. Mobile food service vehicles providing pre-arranged catering services are permitted, provided that no such mobile food service vehicle is open to or serving the general public.

(Ord. No. 95-15, § 1(11-1202), 4-24-95; Ord. No. 96-05, § 4, 3-25-96; Ord. No. 99-21, § 3, 1-10-2000; Ord. No. 2002-14, § 4, 8-26-2002; Ord. No. [2017-02](#), § 6, 2-27-2017)

### **Sec. 78-303. Uses prohibited.**

Any use or structure that is not specifically permitted in the SI-3 zoning district is prohibited. In addition, any use or structure for which approval of the planning commission or planning and codes director is required shall be prohibited unless and until such approval is obtained.

(Ord. No. 95-15, § 1(11-1203), 4-24-95; Ord. No. 2002-04, § 3, 4-8-2002)

### **Sec. 78-304. Technical standards.**

In the SI-3 zoning district, the following technical standards shall apply:

- (1) Minimum required lot area:
  - a. Golf and country clubs, 100 acres.
  - b. Cemeteries, 25 acres.
  - c. Social, philanthropic, cultural, recreational and governmental uses, five acres.
  - d. Parks and open space, three acres.
  - e. Educational uses (public):
    - 1. Preschool, five acres or one acre for every 40 students enrolled, whichever is greater.
    - 2. Elementary school, 20 acres.
    - 3. Middle school, 25 acres.
    - 4. High school, 50 acres.



5. College or university, minimum of 75 acres with a maximum enrollment of 2,000 full time equivalent students, plus one acre for every 30 full time equivalent students exceeding 2,000 full time equivalent enrollment.
  6. Allowable reductions in lot area: When an elementary school and a middle school are located adjacent to each other and are bordered by public open space such as a community park, the combined minimum lot area may be reduced to 30 acres, provided that the adjacent public open space is a minimum of 15 acres and is available for use by the schools during normal operating hours.
- f. Educational uses (private):
    1. Preschool, five acres or one acre for every 40 students enrolled, whichever is greater.
    2. Elementary school, 20 acres.
    3. Middle school, 25 acres.
    4. High school, 50 acres if the enrollment is 1,000 students or more, or 40 acres if the enrollment is less than 1,000 students.
    5. Combined elementary and middle school, 45 acres if the enrollment is 1,000 students or more, or 35 acres if the enrollment is less than 1,000 students.
    6. Combined middle and high school, 75 acres if the enrollment is 1,500 students or more, 50 acres if 1,000 to 1,499 students, or 40 acres if less than 1,000 students.
    7. Combined elementary, middle and high school, 85 acres if the enrollment is 1,500 students or more, 75 acres if 1,000 to 1,499 students, or 60 acres if less than 1,000 students.
    8. College or university, minimum of 75 acres with a maximum enrollment of 2,000 full time equivalent students, plus one acre for every 30 full time equivalent students exceeding 2,000 full time equivalent enrollment.
  - g. Churches, synagogues, and other religious temples (including associated uses), five acres.
  - h. Residential child care facilities, 25 acres.
  - i. In the event there is a combination of permitted uses on the same site, such as a school and church, the minimum required lot area shall be the combined acreage required for both uses.
- (2) Minimum required front, side, or rear yard abutting an arterial road, 150 feet.
  - (3) Minimum required front yard not abutting an arterial road, 125 feet.
  - (4) Minimum required rear yard not abutting a road, 75 feet.
  - (5) Minimum required side yard (not on corner lot), 75 feet.
  - (6) Minimum required streetside side or rear yard abutting a local or collector road, 125 feet.
  - (7) Maximum lot coverage by all buildings, 35 percent.
  - (8) Maximum permitted height of structures, two stories (measured from the grade level at the front elevation of the structure or a total of three stories if a full or partial underground basement level is included. In no event shall the maximum height (excluding steeples) exceed 60 feet, measured from the lowest ground level of the structure to the highest point of the roof.
  - (9) Green space area:
    - a. A minimum of 30 percent of the total lot area shall be landscaped with trees, green shrubbery, grass and/or other plantings. Such landscaping shall be in addition to any landscaping treatment in parking lot islands measuring less than 200 square feet. Green space shall be located adjacent to residential districts and public streets to the greatest extent possible.

- b. For any development with a minimum requirement of 20 or more parking spaces and parking areas proposed within 150 feet of an arterial or collector road, there shall be a minimum of 250 square feet of green space provided for every ten parking spaces located in the affected area. This green space shall be reasonably distributed inside the perimeter of the affected parking area. All parking lot islands shall have a minimum required width of ten feet, measured from the back of curb. All parking spaces affected by this standard shall be located within 55 feet of a parking lot island. Parking lot islands shall be planted with trees that are three caliper inches or greater in size and properly spaced for future growth and urban conditions. In addition, all parking areas located within 25 feet of an arterial or collector road must be screened by a permanent landscaped berm and evergreen hedge, containing plant species suitable for urban conditions and measuring at least 30 to 36 inches in height at the finished grade of the parking area.
- c. An irrigation system or other reliable system for watering to ensure long-term survival of trees and other plantings shall be provided for all newly landscaped areas within the parking area and for all green space areas located within ten feet of the exterior perimeter of the parking lot or any private road or driveway in the development. The planning commission may waive this requirement for unique and innovative landscaping plans that require less water for long-term survival.

(Ord. No. 95-15, § 1(11-1204), 4-24-95; Ord. No. 96-05, § 5, 3-25-96; Ord. No. 98-20, § 2, 9-28-98; Ord. No. 98-23, § 1, 11-9-98; Ord. No. 99-21, § 4, 1-10-2000; Ord. No. 2000-18, § 1, 6-26-2000; Ord. No. 2001-17, § 2, 10-22-2001)

#### **Sec. 78-305. Location and height of accessory uses.**

After a hearing and approval by the planning commission, accessory uses meeting the following conditions may be constructed in the SI-3 zoning district.

- (1) Maximum building area, 2500 square feet.
- (2) Maximum height, 35 feet, measured from the lowest ground level of the structure to the highest point of the roof.
- (3) Screening: The planning commission may establish reasonable requirements for installation and maintenance of landscaping improvements to protect the character of the adjoining residential district.
- (4) Location: Rear and side yards only, provided that structures less than 25 feet in height shall be at least 50 feet from all lot lines and structures 25 feet in height or greater shall be at least 75 feet from all lot lines. All structures shall be at least 20 feet from any other buildings on the property.
- (5) Corner lots: Shall conform with applicable setbacks from both intersecting streets.

(Ord. No. 95-15, § 1(11-1205), 4-24-95; Ord. No. 95-36, §§ 2, 3, 7-24-95)

#### **Sec. 78-306. Development standards.**

- (a) *Buffer provisions.* In locations where property zoned service institution abuts property zoned residential (either immediately adjacent to or across a public roadway), special care shall be taken to minimize the effects on the adjacent residential area. The following are considered to be minimum standards:
  - (1) A minimum 50-foot buffer strip shall be required on the outer perimeter of the service institution building lot abutting the property currently zoned for residential use or development. In addition, a minimum 150-foot buffer strip shall be required on the outer perimeter of all portions of the development abutting any arterial road. The buffer strip along an arterial road (other than Franklin

Road) may be reduced to a width no less than 100 feet if, in the opinion of the planning commission, the natural topographic features and/or proposed plantings and physical features are sufficient to minimize direct view from the arterial road. With the exception of entrance drives needed to reach the development, no internal roads or driveways, parking areas, structures or storage of material shall be allowed within the buffer strip. This standard shall not supersede any existing or future agreements which may provide for a greater buffer strip than outlined above.

- (2) The buffer strip shall consist of plantings and physical features sufficient to screen direct view, reduce glare and noise, and provide greater privacy for nearby residential uses. The buffer shall be initially installed for the permanent yearround protection of adjacent property by visually shielding internal activities from adjoining property. Plantings should provide screening from ground level view to a minimum height of six feet. A landscaping plan detailing the type, substance, design, width, height, opacity, growing period to maturity, time schedule for installation, and responsibility for perpetual maintenance of the buffer strip shall be submitted to and approved by the planning commission.
  - (3) The landscaping provisions of this section may be varied or reduced if the proposed plan provides for unique and innovative landscaping treatment or physical features that, in the opinion of the planning commission, meet the intent and purpose of this section. In instances where significant physical features exist (i.e., railroads, interstate and other major highways, hillsides, preserved wooded areas, etc.) which in the opinion of the planning commission provide adequate buffering between land uses, the existing buffers may be used to meet the landscaping provisions of this section.
  - (4) Prior to the issuance of a building permit, security acceptable to the city shall be required to ensure completion of all landscaping/screening provisions as outlined in the plan approved by the planning commission. The security shall be posted in an amount equal to 110 percent of the total estimated cost of the materials and installation of the improvements. Upon the issuance of a certificate of occupancy for the building, a maintenance bond or similar security acceptable to the city shall be required for a period of one year to ensure that such vegetation remains as a living and viable screen.
- (b) *Parking.* The number, size and design of all parking spaces and internal access ways shall comply with the off-street parking requirements set forth in article VI of this chapter.
  - (c) *Off-street loading.* The number, size and design of all loading spaces shall comply with the off-street parking requirements set forth in article VI of this chapter.
  - (d) *Lighting.* Adequate outside lighting shall be provided to ensure safe movement of persons and vehicles and for security purposes. At the same time, such lighting shall be arranged so as to minimize glare and reflection on adjacent residential properties and public streets. The planning commission may require the submission of a lighting plan by a qualified professional engineer to ensure that the illumination of outside lighting as designed and installed does not exceed three footcandles measured at the property line of abutting property zoned for residential use or development.
  - (e) *Signs.* The visual transfer of advertising and other public information through the use of external signs in this zoning district shall comply with the sign regulations set forth in article V of this chapter.
  - (f) *Vehicle access control.* The location and design of all driveways and/or accesses that allow vehicles to enter public streets from any lot developed in this zoning district shall comply with vehicle access control regulations set forth in article VII of this chapter.
  - (g) *Internal street design.* All internal streets, drives, roadways, and parking and loading areas shall meet the construction standards for streets as set forth in the subdivision regulations of the city. All internal streets shall be privately constructed and maintained. The maximum grade on any street shall be six percent. All street intersections shall be at right angles. The minimum pavement width of any internal street, road or drive shall be 24 feet for two-way traffic and at least 18 feet for one-way traffic. With the exception of designated passenger dropoff areas and loading and unloading spaces, the minimum distance between any building and any internal street or drive shall be 15 feet, while the minimum distance between any building and any parking space shall be ten feet. For small commercial and

service institution uses of less than 10,000 square feet, the planning commission may reduce the distance between buildings and internal drives and parking spaces to not less than five feet, provided the site does not have a through traffic movement from adjoining or nearby land uses.

- (h) *Erosion control and stormwater management.* The control of erosion during and after development and the design of drainage systems suitable to handle stormwater runoff after the site is developed shall comply with the requirements of chapter 56 of this Code and the subdivision regulations of the city.
- (i) *Utility provisions.* All developments shall be served with minimum public sanitary sewer and water lines of eight inches and six inches respectively, with actual sizing and other technical requirements for connection to public utilities subject to approval by the water/sewer department. This requirement may be waived upon approval by the planning commission and 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 by the county health department. All electric, telephone and similar service lines and wiring shall be installed underground, and there shall be no new overhead wiring installed on the property.
- (j) *Exterior treatment.* Any proposed land use or development approved by the planning commission shall be designed and constructed of materials so as to be architecturally compatible with the architectural character of the general area.
- (k) *Tree management.* The planting, maintenance and removal of trees in this zoning district shall comply with the tree management regulations set forth in article VIII of this chapter.
- (l) *Solid waste.*
  - (1) Each site shall provide a solid waste storage and disposal area, in accordance with the requirements of section 78-20 of this Code.
  - (2) Solid waste disposal and storage areas shall be constructed of durable brick or masonry materials that match the exterior treatment used on the building.
  - (3) The planning commission may approve, under exceptional circumstances, a method for shared solid waste and disposal areas among adjoining land uses and/or parcels if the proposal improves operational efficiency and convenience and meets the projected solid waste storage and disposal requirements of each participant. As a condition for approval, the planning commission shall require the participating property owners to establish and record on a final plat a permanent access and use easement with language acceptable to the city attorney to ensure permanent joint availability and establish responsibility for maintenance of the shared storage and disposal area.
  - (4) The above requirements shall apply to all site plans submitted to the planning commission for consideration in this zoning district, including redevelopment of an existing developed site.
  - (5) Each site in existence at the date of adoption of this subsection [April 9, 2001] shall be brought into compliance with the provisions herein no later than May 1, 2006, unless redevelopment occurs first.
- (m) *Screening of equipment.* Ground and roof level electrical transformers, heat and air conditioning equipment and similar facilities shall be screened from public view.
- (n) *Noise .* Limitations on noise intensity shall apply as detailed in chapter 42, article VI, division 2 of this Code. In instances where the planning department staff or the planning commission determines that a new service institution development site plan or redevelopment or reuse of the existing building and lot may result in objectionable noise so as to cause a nuisance, the staff or the commission may require that such additional information be provided or studies be performed as may be necessary to assist in evaluating the potential noise impact of the development or use and the mitigation options for reducing such noise impact. The planning commission may direct that the cost of providing such information or studies be paid by the applicant. The planning commission may require additional buffers or such other physical features or containment measures as may be necessary to mitigate the noise.



(Ord. No. 95-15, § 1(11-1206), 4-24-95; Ord. No. 95-26, § 3, 6-12-95; Ord. No. 97-17, § 1, 8-11-97; Ord. No. 2000-18, § 2, 6-26-2000; Ord. No. 2001-01, § 1, 4-9-2001; Ord. No. 2006-04, § 2, 4-24-2006; Ord. No. 2008-02, § 17, 3-24-2008; Ord. No. [2014-07](#), § 5, 2-9-2015)

**Sec. 78-307. Redevelopment/improvement of existing site.**

- (a) "Redevelopment," as used in this section, shall mean a substantial change in the character of an existing lot which was substantially developed prior to 1980, as determined by the planning commission, including but not limited to the construction of a new principal structure. "Improvement," as used in this section, shall mean an alteration which does not substantially change the character of an existing lot, as determined by the planning commission, including but not limited to the construction of accessory structures or additions to existing principal structures.
- (b) It is recognized that certain property in the city was developed prior to adoption of the latest technical and development standards in the district. When an existing site is redeveloped or improved, the site shall be brought into conformance with the technical and development standards of this division to the greatest extent feasible. Notwithstanding the foregoing, exceptions to these standards may be approved by the planning commission when it determines that a redevelopment plan will enhance or significantly upgrade the existing property to the betterment of the community and/or that full compliance will pose an undue burden on the property owner. Furthermore, minor exceptions to these standards may be approved by the planning commission when it determines that improvements to a previously developed site will enhance or significantly upgrade the existing property and/or that full compliance will pose an undue burden on the property owner.

(Ord. No. 95-15, § 1(11-1207), 4-24-95; Ord. No. 2005-08, § 1, 5-23-2005)

**Sec. 78-308. Planning commission review.**

Prior to consideration by the planning commission of any development proposal within the zoning district established in this division, a site plan drawn to a scale no smaller than one inch equals 200 feet shall first be submitted to the planning department staff for review and recommendations prior to consideration by the planning commission. The site plan shall contain the following additional information:

- (1) Name, address and phone number of owner, developer and applicant.
- (2) A written statement from the property owner, if other than the applicant, stating that the applicant is acting on his behalf in the submission of this development plan.
- (3) Small scale location map of the proposed site.
- (4) Zoning classification of the site and the acreage involved.
- (5) Topographical contours at five-foot intervals.
- (6) Identification of floodplain boundaries and information as per Federal Emergency Management Agency (FEMA) maps.
- (7) Erosion and sediment control measures, and location of any waterway natural areas, in accordance with the requirements of chapter 56 of this Code.
- (8) Location and dimension of internal streets, internal traffic circulation patterns, sidewalks, proposed vehicle access points to public streets, off-street parking spaces and loading areas (including area designated for reduced parking approval), and solid waste disposal areas.
- (9) Drainage calculations and stormwater management plan, in accordance with the requirements of chapter 56 of this Code.

- (10) Landscaping plan, including: calculations of green space areas; landscaping/screening features including the type, number, caliper and location of plantings; buffer strips; and provisions or agreements for the maintenance of green space.
- (11) Location and size of existing and proposed water and sewer lines, other underground utilities, storm drainage and any existing easements.
- (12) Land use table outlining proposed uses and overall densities.
- (13) Development schedule generally setting forth when the applicant intends to commence construction and the anticipated completion date.
- (14) All structures and vehicle access locations on adjacent or abutting properties within 500 feet of the proposed development.
- (15) Building footprint, applicable building setbacks, and color elevation drawings of structures showing height of buildings and exterior treatment.
- (16) Location and illumination patterns of exterior lighting and any sound impact from the land use, if applicable.
- (17) Location of any temporary construction trailers.
- (18) Signage plan, including:
  - a. The maximum total sign area, and number of each type of sign to be included on the property, pursuant to article V of this chapter.
  - b. The location, dimensions and base of any existing or proposed signs.
  - c. Color scheme, lettering/graphic style, lighting and materials for all signs.
- (19) Historically significant sites and significant natural and manmade features or resources, including hillsides in excess of 25 percent grade.
- (20) Type of construction.
- (21) Any additional information that the planning commission may require for the purpose of promoting the health, safety and general welfare of the community.

(Ord. No. 95-15, § 1(11-1208), 4-24-95; Ord. No. 2002-04, § 4, 4-8-2002; Ord. No. 2003-06, § 2, 5-27-2003; Ord. No. 2008-02, §§ 18, 19, 3-24-2008; Ord. No. 2008-08, § 9, 6-24-2008)

**Sec. 78-309. Reserved.**

**Editor's note**— Ord. No. 2008-08, § 10, adopted June 24, 2008, repealed § 78-309, which pertained to administrative approval and derived from Ord. No. 2002-04, § 5, adopted Apr. 8, 2002. See § 78-42 for provisions pertaining to administrative approval.

**Secs. 78-310—78-320. Reserved.**

## **Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Ordinance 2020-09 - An Ordinance to Amend Ordinance 2019-03, the Budget Appropriations Ordinance for the 2019-2020 Fiscal Year

**Submitted by:** Karen Harper, Finance

**Department:** Finance

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### **Information**

#### **Subject**

Ordinance 2020-09 - An Ordinance to Amend Ordinance 2019-03, the Budget Appropriations Ordinance for the 2019-2020 Fiscal Year

#### **Background**

Ordinance 2020-09, if approved, will amend the current FY 2019-2020 Appropriations (Budget) Ordinance to formally authorize recommended adjustments to expenditures and operating transfers for the General Fund, Post Employment Benefits Fund, Equipment Replacement Fund, Capital Projects Fund, Facilities Maintenance Fund, Drug Fund, and the Insurance Fund.

A budget amendment is legally required when the total actual expenditures for a fund are expected to exceed the original total appropriation for the fund. The reasons for these amendments are typically identified by staff during the course of the fiscal year and then the amendments are formally considered by the Board at the end of the fiscal year to ensure legal compliance. Often these amendments are needed to provide current year funding for capital projects and equipment that will be initiated or purchased in the new fiscal year beginning July 1. The amendment process requires staff to identify and certify that additional revenue sources in the current fiscal year are available to fund the new expenditures.

The recommended amendments are summarized below:

**General Fund (110)** Additional revenues of \$4,322,360 reflect positive revenue collections in the current year over original budgeted estimates.

Proposed expenditure amendments are as follows:

1. A special FY 2020 year-end appropriation transfer of \$3,740,000 from the General Fund to the Capital Projects Fund funded through projected excess revenue collections in the current fiscal year to pay for certain proposed FY 2021 and beyond capital projects and equipment. (See attachment A for projects list.)

2. A special FY 2020 year-end appropriation transfer of \$2,600,000 from the General Fund unassigned fund balance to the Capital Projects Fund for the first installment to purchase Windy Hill Park.
3. A special FY 2020 year-end transfer of \$405,000 from the General Fund to the Equipment Replacement Fund for the FY 2021 purchase of equipment. See attached project and equipment list.
4. A special FY 2020 year-end transfer of \$45,000 from the General Fund to the Facilities Maintenance Fund for maintenance for Ravenswood Mansion.
5. An appropriation increase of \$12,940 to the Fire and Rescue activity for incidentals and overtime paid to City of Brentwood firefighters that were deployed to South Carolina for mutual aid emergency service operations and support for Hurricane Dorian. Funding is provided by FEMA reimbursement funds equaling \$12,940.
6. An appropriation increase in the Fire and Rescue activity of \$33,020 for accrued terminal leave payments in FY 2020 for the retirement of one 30+ year employee. There will be a companion transfer from the Post Employment Benefits Fund to cover this cost.
7. An appropriation increase in the Fire and Rescue activity of \$14,400 to cover State Pay Supplemental increase with funding provided by extra revenue received from State of Tennessee.
8. An appropriation increase in the Fire and Rescue activity of \$35,000 to cover repairs to Tower 51.
9. An appropriation increase in the Engineering activity of \$22,000 for accrued terminal leave payments for FY 2020 for the retirement of one 30+ year employee. There will be a companion transfer from the Post Employment Benefits Fund to cover this cost.
10. An appropriation increase in the Storm Drainage activity to cover the cost of repairs to aging corrugated metal storm drainage pipes.

The proposed total General Fund appropriation increase of \$4,322,360 from current year revenues and \$2.6 million from the fund balance transfer will leave a minimum projected General Fund unassigned fund balance as of June 30, 2020 of \$39.4 million. The fund balance will exceed the stated budget policy objective of maintaining a minimum of 40% in reserves for future needs and emergencies. Please note it is likely that the final unassigned fund balance will be higher because the exact amount will not be known until August 1, 2020 when the Hall Income Tax proceeds for FY 2020 are received from the State of Tennessee.

### **Post Employment Benefits Fund (127)**

Increasing the appropriation for this fund by \$55,020 for the transfer to the General Fund for reimbursement of accrued terminal leave payments for the Fire and Rescue (\$33,020) and Engineering (\$22,000) activities in FY 2020 as referenced above.



### **Equipment Replacement Fund (310)**

Additional Revenue of \$405,000 reflects the special year-end appropriation transfer from the General Fund as referenced above.

### **Capital Projects Fund (311)**

Additional revenue of \$6,340,000 reflects the special year-end appropriation transfer from the General Fund as referenced above.

Increasing the appropriation of this fund by \$2,600,000 for the first installment to purchase Windy Hill Park.

### **Facilities Maintenance Fund (312)**

Additional revenue of \$45,000 reflects the special year-end appropriation transfer from the General Fund to pay for the maintenance to Ravenswood Mansion.

Increasing the appropriation of the fund by \$250,000 to pay for the roof repairs at the Library.

### **Drug Fund (126)**

Increasing the appropriation of this fund by \$22,000 for the purchase of a new drug dog including onboarding costs.

### **Insurance Fund (320)**

Additional revenue of \$135,000 reflects stop loss (reinsurance) amounts received for payments of individual medical claims above the stop loss base amount. Note that additional stop loss payments may be received for claims incurred prior to June 30, 2020.

Increasing the appropriation of this fund by the same \$135,000 for incremental medical claims that could occur before June 30, 2020.

### **Summary**

The recommended budget appropriations amendments are primarily bookkeeping in nature to meet the legal requirements for compliance with annual budget appropriations. Whenever possible, budget amendments for the current fiscal year should be carried out before the end of the fiscal year and prior to the beginning of the independent audit for FY 2020.

Should the City Commission have any questions concerning this information, please contact the Finance Director.

**Staff Recommendation**

Staff recommends approval of this ordinance on first reading.

**Previous Commission Action**

The original Fiscal Year 2019-2020 Budget Appropriation Ordinance (Ordinance 2019-03) was approved by the City Commission on second and final reading at the June 25, 2019 meeting.

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**Fiscal Impact****Attachments**

Ordinance 2020-09

FY 2020 Year-End Transfer Project List

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## ORDINANCE 2020-09

### AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE TO AMEND ORDINANCE 2019-03, SAME BEING THE BUDGET APPROPRIATION ORDINANCE FOR THE 2019-2020 FISCAL YEAR

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

**SECTION 1.** That Ordinance 2019-03, same being the budget appropriation ordinance for the 2019-2020 fiscal year, be and the same is hereby amended by adding (subtracting) the amounts specified herein to certain revenue and expenditure appropriations as follows:

#### **GENERAL FUND (110)**

##### Revenues and Other Sources:

Local Sales Tax (31300)	+\$2,500,000
Real/Personal Property Tax (31100)	+\$150,000
State Shared Sales Tax (33510)	+\$100,000
Business Taxes (31600)	+\$350,000
State Income Taxes (33520)	+\$1,040,000
Wholesale Liquor (31450)	+\$100,000
FEMA Reimbursement (33200)	+\$12,940
State Pay Supplement	+\$14,400
Post Employment Benefits (37855)	+\$55,020

Total Change in Revenues +\$4,322,360

##### Expenditures and Other Uses:

Transfer to Capital Projects Fund (FY 2021 Projects)	+\$3,740,000
Fund Balance Transfer to Capital Projects Fund (Windy Hill Park)	+\$2,600,000
Transfer to Equipment Replacement Fund (FY 2021 Equipment)	+\$405,000
Transfer to Facilities Maint. (FY 2021 Ravenswood Mansion Repair)	+\$45,000
Fire and Rescue Activity (Hurricane Dorian Deployment)	+\$12,940
Fire and Rescue Activity (Terminal Leave Payout)	+\$33,020
Fire and Rescue Activity (State Pay Supplement)	+14,400
Fire and Rescue Activity (Tower51 Repair)	+35,000
Engineering Activity (Terminal Leave Payout)	+22,000
Storm Drainage Activity	+\$15,000

Total Change in Expenditures +\$6,922,360

**POST EMPLOYMENT BENEFITS FUND (127)**

## Expenditures and Other Uses:

Transfer to General Fund +\$55,020

Total Change in Expenditures +\$55,020

**EQUIPMENT REPLACEMENT FUND (310)**

## Revenues and Other Sources:

Transfer from General Fund (FY 2021 Equipment) +\$405,000

Total Change in Revenues +\$405,000

**CAPITAL PROJECTS FUND (311)**

## Revenues and Other Sources:

Transfer from General Fund (FY 2021 Projects) +\$3,740,000

Transfer from General Fund +\$2,600,000

Total Change in Revenues +\$6,340,000

## Expenditures and Other Uses:

Windy Hill Park +\$2,600,000

Total Change in Expenditures +\$2,600,000

**FACILITIES MAINTENANCE FUND (312)**

## Revenues and Other Sources:

Transfer from General Fund (FY2021 Ravenswood Repairs) +\$45,000

Total Change in Revenues +\$45,000



Expenditures and Other Uses:	
Library Roof	<u>+\$250,000</u>
Total Change in Expenditures	<u>+\$250,000</u>

**DRUG FUND (126)**

Expenditures and Other Uses:	
Police Dog and Associated Expenses	+\$22,000
Total Change in Expenditures	<u>+\$22,000</u>

**INSURANCE FUND (320)**

Revenues and Other Sources	
Stop Loss Payments	+\$135,000
Total Change in Revenue	<u>+\$135,000</u>

Expenditures and Other Uses:	
Medical Claims	+\$135,000
Total Change in Expenditures	<u>+\$135,000</u>

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

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

June 22, 2020

Pursuant to T.C.A. Section 6-22-124(c), I hereby certify that sufficient unappropriated revenue will be available to the increased appropriations proposed under Ordinance 2020-09.

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Kirk Bednar, City Manager

# City of Brentwood

## Special Funded - FY 21 CIP Projects

### Proposed FY 2020 General Fund Transfer

### Attachment A

	FY 2020 Year-End Transfer to Capital Projects Fund (\$3.74 million)	FY 2020 Unassigned General Fund Balance transfer to CP Fund	FY 2020 Year- End Transfer to Equipment Repl. Fund	FY 2020 Year- End Transfer to Facilities Maint. Fund
<b>General Facilities and Equipment</b>				
Police Headquarters	1,950,000			
Fire Stations	500,000			
Air Curtain Burn Unit			155,000	
16 SCBA Air Packs and 32 Cylinders			160,000	
Mini-Excavator			50,000	
Rake Attachment	10,000			
Scissor Lift	15,000			
<b>Technology</b>				
Video Storage Server			40,000	
Specialized Department Software	55,000			
Finance/HR ERP	450,000			
<b>Transportation</b>				
Bike/Pedestrian	300,000			
ADA Compliance	300,000			
Traffic Signals	85,000			
<b>Parks</b>				
Windy Hill Park		2,600,000		
Smith Park Ravenswood Mansion Repairs				45,000
Inclusive Playground	75,000			
<b>Totals</b>	<b>\$ 3,740,000</b>	<b>\$ 2,600,000</b>	<b>\$ 405,000</b>	<b>\$ 45,000</b>



## **Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Resolution 2020-49 - Authorizing an Agreement with Garland/DBS, Inc. for Shingle Roof Replacement at the John P. Holt Brentwood Library

**Submitted by:** Jay Evans, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Resolution 2020-49 - Authorizing an Agreement with Garland/DBS, Inc. for Shingle Roof Replacement at the John P. Holt Brentwood Library

#### **Background**

In early 2018, the City of Brentwood contracted with Garland/DBS, Inc. for restoration of the flat sections of the roof at the John P. Holt Brentwood Library. That project included application of a urethane coating to seams, flashings, roof penetrations, and other susceptible locations, as well as installation of walking pads for high-traffic areas. At that time, the pitched-roof sections (covered by asphalt shingles) were nearing the end of their useful life, though because no leaks had been experienced in those areas, the decision was made to forego replacement at that time.

The sections of the roof dating back to building construction in 1998 included a 20-year shingle, and the sections installed with the building expansion in 2008 included a 10-year shingle. Over the last six months, the shingles on the both the original and expansion roof areas have declined considerably. Multiple leaks have developed and repair contractors have indicated that only a full replacement will solve the problem.

Having successfully utilized Garland/DBS, Inc. in 2018 for both the Library and Municipal Center roof restoration projects, the City sought a proposal from Garland through the Omnia Partners (Public Sector) joint purchasing contract for full asphalt shingle roof replacement. By utilizing Omnia pricing, the City takes advantage of competitively selected materials and labor prices that are then bid by Garland against pricing available through local subcontractors. Additionally, utilizing Garland's experience in roof system specification and project oversight provides a level of expertise not otherwise available without additional expense.

Garland directly solicited bids from three local companies: Tim Leeper Roofing, Maxwell Roofing & Sheet Metal, Inc., and Quality Exteriors. The pricing from Tim Leeper Roofing proved most favorable, at \$261,172, inclusive of a \$5,738 alternate to refurbish the gutters. Both the City and Garland DBS have experience with Tim Leeper Roofing on

repair projects with satisfactory performance.

In addition to the \$261,172 contract, staff recommends approval of a 10% owner's contingency to allow for any unforeseen conditions to be remedied without project delay, and for any minor changes in scope deemed necessary by our facilities management team. The project total, including contingency, would be \$287,300. If approved, the completion of the project is expected by July 9, weather permitting.

Funding within the Facilities Maintenance Fund for this project was originally projected in FY 2023. Therefore, a FY 2020 budget amendment will be necessary to account for this unbudgeted expenditure within the Facilities Maintenance Fund.

### **Staff Recommendation**

Staff recommends approval of the resolution authorizing the \$261,172 contract with Garland DBS, and authorization of a 10% owner's contingency. The total authorized for this project would be \$287,300.

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### **Fiscal Impact**

**Amount :** \$287,300

**Source of Funds:** Facilities Maintenance Fund

**Account Number:** 312-44800-89600

### **Fiscal Impact:**

Sufficient funds are available in the Facilities Maintenance Fund for this purpose. A FY 2020 budget amendment will be required.

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### **Attachments**

Resolution 2020-49

Contract No. 2020-068

Photos - Deteriorated Roof Conditions

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**RESOLUTION 2020-49**

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND GARLAND/DBS, INC. FOR A SHINGLE ROOF REPLACEMENT PROJECT AT THE JOHN P. HOLT BRENTWOOD LIBRARY, 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 Garland/DBS, Inc. for a shingle roof replacement project at the John P. Holt Brentwood Library, 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  
JOB # 25-TN-200444**

BETWEEN **THE CITY OF BRENTWOOD** AND GARLAND/DBS, INC. FOR THE BRENTWOOD LIBRARY RE-ROOF.

- 1.) This CONTRACT is made at **Cuyahoga County** as of May 28, 2020, ("Effective Date"), by and between the **City of Brentwood** located at **5211 Maryland Way, Brentwood, TN 37027** (hereinafter designated the "CUSTOMER"), and **Garland/DBS, Inc.**, located at **3800 East 91<sup>st</sup> Street Cleveland, OH 44105** (hereinafter designated the "CONTRACTOR").
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Brentwood Library Shingle Re-Roof** located at **8109 Concord Rd, Brentwood, TN 37027**, as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") all in accordance with the original proposal # **25-TN-200444** dated **05/21/2020** submitted by the CONTRACTOR (hereinafter together designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on a date agreed upon by both the Customer and the Contractor, and shall be completed **30** days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$261,172.00**, as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the



Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **Jay Evans**, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$261,172.00** a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name **The City of Brentwood** as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a

proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.

- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.

- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.
- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of **Williamson County, TN**.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

1. [Signature]  
2. [Signature]



**GARLAND/DBS, INC.**

By: [Signature]

FRANK P. PERCACCIONE  
Printed Name

Controller  
Title

Tax ID. No. 80-0525452

Date: 6-1-2020

WITNESSES:

1. \_\_\_\_\_  
2. \_\_\_\_\_

**THE CITY OF BRENTWOOD**

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

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

And

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

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

## Exhibit A



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



## **ROOFING MATERIAL AND SERVICES PROPOSAL**

**City of Brentwood**  
**Brentwood Library**  
**8109 Concord Rd**  
**Brentwood, TN 37027**

**Date Submitted: 05/21/2020**  
**Proposal #: 25-TN-200444**  
**MICPA # PW1925**  
**Tennessee General Contractor License #: 11220717 (348015)**  
**ID # 64020 BC-21 Unlimited**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

### **Scope of Work: Base Bid - Brentwood Library Shingle Re-Roof**

1. Tear off ALL existing shingles down to wood decking and dispose appropriately. Tear off shall be continuous to nearest hip, ridge or roof perimeter.
2. Inspect existing decking and replace any damaged or rotten wood decking at a per unit cost as found on your bid forms.
3. Install appropriate flat headed nails or fasteners as necessary to re-secure existing sheathing and prevent unnecessary movement.
4. Cover with sheet metal, all holes over 1 in diameter, cracks over 1/2 inch (12 mm) in width, loose knots and excessively resinous areas.
5. Install appropriate crickets for positive drainage behind non-circular roof curbs exceeding 8" inch width.
6. Ensure deck surfaces are clean and dry prior to installation of the high temperature rubberized asphalt underlayment membrane (Rmer Seal). This layer exhibits self-healing capabilities and accommodates the use of fasteners, staples, nails, and screws while maintaining a watertight seal.

\*Add granulated rubberized, modified cap layer membrane over flat roof areas to match shingle, and tie into shingle system for warranty compliance.

7. Furnish and install new 30-year architectural shingle. For all hip and ridge locations, the shingle manufacturers hip and ridge products must be used. Shingle must achieve a 130 mile per hour wind rating. Provide manufacturers shingle specifications and manufacturers standard details and expected warranty to Garland / DBS along with your roofing bid. At conclusion of project, Provide shingle manufacturers limited lifetime warranty to Garland/DBS, along with a contractor workmanship warranty with coverage for 10 years.
8. Install new Cobra 3 Ridge Vents (or shingle manufacturer's approved equal) in accordance with specifications at all areas where a (non-metal) roof ridge vent currently exists.
9. Replace all step, edge, drip and rake trim metal flashing, using R-mer SS 24ga flat stock or coil (Dark Bronze).
10. Remove and properly dispose of the existing metal vented ridge detail.
11. Install R-MER SEAL continuously from the roof field up and over the coping area, and overlap onto the EPDM wall extending down wall face 2" inches.
12. Install a new color matched, 24ga Kynar, (non-vented) metal coping detail using Rmer SS Flat Stock or Coil, using three separately fabricated items:
  - a. Headwall Flashing (24ga Kynar)
  - b. Lock Strip (galvanized – non-painted)
  - c. Coping Cap (24ga Kynar)
13. Contractor is to field verify all measurements individually for appropriate metal fabrication and water-tightness.
14. Install new flashings at all pipes and penetrations in accordance with shingle manufacturers specifications for each detail type. At all roof pipe joints, cut out any existing caulk or repair materials and remove any loose, chipping or delaminating paint. Reseal all pipe joints with Garland Tuff Stuff MS Bronze Install new rain skirts at pipes where existing skirts are missing or damaged.
15. Use Garla-Flex wherever tube based asphalt roofing cement is needed.
16. Use Garland Tuff Stuff MS Bronze wherever Urethane sealant is needed.
17. It is the roofing contractor's responsibility to ensure that the roof is appropriately vented. There is an existing ventilation system in place, however, if side wall mounted exhaust vents, power vents, smart vents, or other ventilation accessories are required, please include these products and the labor necessary for installation into this base bid.

### Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.29	Tear-off & Dispose of Debris: SYSTEM TYPE Dimensional/Architectural Shingle Roof - Wood Deck	\$ 0.92	49,000	SF	\$ 45,080
16.07	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: ADD/DEDUCT TO INSTALL SELF-ADHERING UNDERLAYMENT OVER ENTIRE ROOF - Install Self-Adhering Underlayment on Entire Roof Deck	\$ 1.78	49,000	SF	\$ 87,220
16.02	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: REPLACING ARCHITECTURAL SHINGLE ROOF SYSTEM - New Dimensional Shingle Roof System with Base Sheet as an Underlayment, Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	\$ 5.93	49,000	SF	\$ 290,570



	<b>Sub Total Prior to Multipliers</b>				<b>\$ 422,870</b>
22.22	MULTIPLIER - ROOF SIZE IS GREATER THAN 30,000 SF, BUT LESS THAN 50,000 SF Multiplier is applied when Roof Size is greater than 30,000 SF, but less than 50,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a larger than average roof area resulting in fixed costs being a lower portion of the overall job costs	-3	\$ 422,870	%	\$ (12,686)
	<b>Total After Multipliers</b>				<b>\$ 410,184</b>

**Base Bid - Brentwood Library Shingle Re-Roof:**

**Total Maximum Price of Line Items under the MICPA:** **\$ 410,184**

**Proposal Price Based Upon Market Experience:** **\$ 255,434**

**Garland/DBS Price Based Upon Local Market Competition:**

**Tim Leeper Roofing** **\$ 255,434**

**Maxwell Roofing & Sheet Metal, Inc.** **\$ 368,395**

**Quality Exteriors** **\$ 377,139**

**Unforeseen Site Conditions:**

Replacement of 5/8" Plywood Decking (per Board) **\$ 57.00**

Replacement of Rotted Fascia Board Behind Existing Metal Fascia (per Linear Foot) **\$ 9.12**

**Scope of Work: Alternate Option 1 - Gutter and Downspout Refurbishment**

1. Clean all gutters with light pressure washing and blow out downspouts.
2. Replace all loose, missing or damaged rivets or fasteners with appropriate bronze colored replacement rivets or fasteners.
3. Reseal all gutter seams with Tuff Stuff MS White to ensure watertightness.
4. Install appropriately sized gutter guards in gutter locations as shown on Addendum 1.

**Alternate Option 1 - Gutter and Downspout Refurbishment:**

**Proposal Price Based Upon Market Experience:** **\$ 5,738**

**Garland/DBS Price Based Upon Local Market Competition:**

**Tim Leeper Roofing** **\$ 5,738**

**Maxwell Roofing & Sheet Metal, Inc.** **\$ 14,337**

**Quality Exteriors** **\$ 17,364**

**Scope of Work: Alternate Option 2A - Gutter and Downspout Replacement with Square Downspouts**

1. Remove and properly dispose of the existing metal gutters and downspouts.
2. Install new color matched, 24ga, 7" inch continuous box gutters and 4" x 4" inch non-corrugated downspouts using 24 Gauge Flat Stock or Coil.
3. Contractor is to use Tuff Stuff MS where any tube based sealant is necessary.

**Alternate Option 2A - Gutter and Downspout Replacement (Square Downspouts):**

**Proposal Price Based Upon Market Experience:** \$ 61,995

**Garland/DBS Price Based Upon Local Market Competition:**

<b>Tim Leeper Roofing</b>	<b>\$ 61,995</b>
<b>Quality Exteriors</b>	<b>\$ 73,086</b>
<b>Maxwell Roofing &amp; Sheet Metal, Inc.</b>	<b>Declined to Bid</b>

**Scope of Work: Alternate Option 2B - Gutter and Downspout Replacement with Corrugated Downspouts**

1. Remove and properly dispose of the existing metal gutters and downspouts.
2. Install new color matched, 24ga, 7" inch continuous box gutters and 4" x 4" inch corrugated downspouts using 24 Gauge Flat Stock or Coil.
3. Contractor is to use Tuff Stuff MS where any tube based sealant is necessary.

**Alternate Option 2B - Gutter and Downspout Replacement (Corrugated Downspouts):**

**Proposal Price Based Upon Market Experience:** \$ 56,068

**Garland/DBS Price Based Upon Local Market Competition:**

<b>Tim Leeper Roofing</b>	<b>\$ 56,068</b>
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Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid 60 days from proposal date listed above.

**Clarifications/Exclusions:**

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Matt Egan*

Matt Egan  
Garland/DBS, Inc.  
(216) 430-3662

## Photos – Deteriorated Roof Conditions



Area of leak on shingle part



More shingles cracked in the area of Leak



Open at top of coping of shingles



Shingle deteriorated



## Photos – Deteriorated Roof Conditions (cont'd)



Previous best effort repairs made by us on prior visit



A hump was in shingles probably caused by buckled sheathing. Water ponding under this condition can enter roof at shingle joint below it.



Pointing to this condition



Repair made at this condition

## **Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Resolution 2020-51 - Authorization of Continuation of Temporary Modifications to Utility Billing Policies

**Submitted by:** Kirk Bednar, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Resolution 2020-51 - Authorization of Continuation of Temporary Modifications to Utility Billing Policies

#### **Background**

On April 13, 2020, the Board of Commissioners approved Resolution 2020-35 which authorized a temporary modification to the water and sewer billing policies related to late payment penalties and service disconnections as discussed below. The temporary modifications applied to bills due in the months of March, April, and May. With June bills now becoming due, the Commission has the option to continue the billing policy modifications for the June bills or let the modifications end as originally adopted.

Section 70-159 of the Brentwood Municipal Code establishes various requirements related to utility billing procedures. These requirements include:

1. A ten percent (10%) penalty added to all accounts if not paid in full by the due date (70-159(b))
2. A provision for disconnection of service if the bill and any penalties are not paid within one month of the due date (70-159(c))

In consideration of the severe economic hardships on residents and businesses as a result of the COVID-19 virus situation, most utilities providers relaxed some of their billing policies for past due accounts. The previous action authorized waiver of the ten percent (10%) penalty for late payments for bills due in the months of March, April, and May and suspend service disconnections during the same three-month period.

If any questions, please contact Water Services Director Chris Milton.

### **Staff Recommendation**

Staff requests direction from the City Commission regarding continuation of the temporary modifications, expiration of the originally adopted modifications, or some other modifications.

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### **Fiscal Impact**

**Amount :** \$35,000 est.

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

**Account Number:**

**Fiscal Impact:**

It is estimated that the amount of lost revenue from waiver of the late payment penalties has been approximately \$35,000 for the bills due during the months of March, April, and May.

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### **Attachments**

Resolution 2020-51

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**RESOLUTION 2020-51**

**A RESOLUTION AUTHORIZING A TEMPORARY MODIFICATION TO THE CITY  
OF BRENTWOOD UTILITY BILLING POLICIES DUE TO THE HARDSHIPS AS A  
RESULT OF THE COVID-19 VIRUS**

**WHEREAS**, the Brentwood Municipal Code Section 70-159 establishes various requirements related to the utility billing procedures specifically penalties for late payment and service disconnections for non-payment; and

**WHEREAS**, a temporary waiver of such provisions may provide a small measure of relief for Brentwood Water and Sewer customers who may be adversely impacted by the economic circumstances as a result of the COVID-19 virus situation; and

**WHEREAS**, the Board of Commissioners believes it is in the best interest of the citizens of Brentwood to waive the ten percent (10%) penalty for late payments for bills due in the month of June and suspend service disconnections during the same month period.

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

**SECTION 1.** That a temporary modification to the Brentwood utility billing policies shall be made so that the ten percent (10%) penalty for late payments is hereby waived for bills due in the month of June 2020, and that no service will be disconnected for reason of nonpayment during the same month period.

**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



**Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Appointment by Mayor of three (3) members to the Planning Commission

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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**Information**

**Subject**

Appointment by Mayor of three (3) members to the Planning Commission.

**Background**

In accordance with the provisions of TCA 13-4-101, the Mayor is responsible for the appointment of members to the Planning Commission. The Mayor is scheduled to make three appointments to the Planning Commission at the June 8, 2020 meeting. The term for the appointments will be for a three-year period beginning July 1, 2020 and ending June 30, 2023. All appointed members must be residents of the City and shall serve without compensation.

**Staff Recommendation**

n/a

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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## **Brentwood City Commission Agenda**

**Meeting Date:** 06/08/2020

Appointment of Two Members to the Library Board

**Submitted by:** Holly Earls, Administration

**Department:** Administration

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### **Information**

#### **Subject**

Appointment of Two (2) Members to the Library Board

#### **Background**

At the Monday, June 8, 2020 meeting, the Board of Commissioners will appoint two (2) members to the Library Board. The appointees will serve three (3) year terms expiring June 30, 2023. Applicants must be residents of the City of Brentwood.

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

The interested persons are:

1. Wanda Graham
2. Laura McClendon (incumbent)
3. Sree Polavarapu (incumbent)

Their 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:** Wednesday, April 22, 2020 12:22:36 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:** 04/22/2020 12:22 PM  
**Response #:** 175  
**Submitter ID:** 17977  
**IP address:** 98.240.81.138  
**Time to complete:** 39 min. , 46 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) Library Board

**What is your name?**

WANDA BRUCE GRAHAM

**Spouse's name (if applicable)?**

WILLIAM D. GRAHAM

**Address:**

414 ENCLAVE COURT

**Phone Number:**

615-491-7380

**Email address:**

WANDA.BRUCE.GRAHAM@GMAIL.COM

**Employment Status:**

(O) Retired

**Current Employer or Former Employer if Retired**

U.S. ARMY (RETIRED)

**Job Title**

COMMUNITY VOLUNTEER

**Spouse's Current Employer or Former Employer if Retired:**

U.S. MARINE CORPS (RETIRED)

**Spouse's Job Title:**

COMMUNITY VOLUNTEER/GARDENER

**How many years have you lived in Brentwood?**

17 (IN SEPTEMBER)

**Please provide a detailed description of your community involvement below:**

Faithful Member/Volunteer since 2007 @ Bethel World Outreach Church in Brentwood as part of the Ministry Team, Hospitality Team, & Project-300 Outreach (youth outreach to Antioch Middle School)/Past President 2016-2018/Past Vice-President 2013-2016/Past President Board Member 2018-present-Friends of Brentwood Library/2013 Graduate of Brentwood Citizens Police Academy/2017 Graduate of Brentwood Citizens Fire & Rescue Academy/Board of Directors-Habitat for Humanity Williamson Maury (HFHWMC) 2010-2015; Chair HFHWMC Homeowner Selection Committee 2017-present/Tennessee State Veterans Home Board of Directors (Secretary) reappointed by Governor Haslam in 2017 to a 2nd three-year term providing oversight to State Veterans nursing homes in Murfreesboro, Clarksville, Knoxville, & Humboldt/Past President-Board of Directors-Middle TN Chapter Military Officer Association of America-Personal Affairs Officer 2003-present/Officer of Election, Williamson County Election Commission serving during City, County, State, & General Elections & during Early Voting 2004-present

**Please provide a brief summary of why you would like to serve on this board:**

I want to continue being a part of making the John P. Holt Brentwood Library better and better by becoming a member of the Library Board! My current volunteer activities and my 30-year civilian/military career of management, operational, and leadership positions, which culminated in my retirement in 2003 as an Army Lieutenant Colonel, have provided extensive skills to implement and understand policies, programs, and procedures. I know I can be an asset to the John P. Holt Brentwood Library Board because I have been an exceptional member of the Friends of the Brentwood Library and an awesome volunteer as Vice-President, President, and Past-President on the Board of Directors. I also volunteer with the Friends of Tennessee Libraries and have previously served as the Middle TN Representative. I spend and have spent numerous hours at the John P. Holt Brentwood Library since building a home here in 2003. The second stop after registering to vote was to the library for my library card. I love the library's wonderful place in our community and our library director & staff. I would be honored to serve as a member of this board to help oversee the operations of the John P. Holt Brentwood Library and make it even more awesome!

**The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds**



for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

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

No

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

No

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

None

**By submitting this application, I confirm that the above information is true and correct. 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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**This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.**

**From:** [tech@brentwoodtn.gov](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Tuesday, May 5, 2020 11:53:30 AM

**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:** 05/05/2020 11:53 AM  
**Response #:** 176  
**Submitter ID:** 18065  
**IP address:** 68.52.138.125  
**Time to complete:** 25 min. , 33 sec.

#### Survey Details

##### Page 1

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

☒ I Understand

**Please select the Board you wish to apply for:**

(o) Library Board

**What is your name?**

Laura McClendon

**Spouse's name (if applicable)?**

Devin McClendon

**Address:**

6209 Milbrook Road

**Phone Number:**

615-373-4060

**Email address:**

[laura@mcclendons.com](mailto:laura@mcclendons.com)

**Employment Status:**

(o) Employed

**Current Employer or Former Employer if Retired**

Troops & Allies

**Job Title**

Marketing Associate

**Spouse's Current Employer or Former Employer if Retired:**

NAI Nashville Stanton Group

**Spouse's Job Title:**

President

**How many years have you lived in Brentwood?**

21

**Please provide a detailed description of your community involvement below:**

John. P. Holt Brentwood Library Board member

Current roles:

- Library Board Vice-Chair
- Chair, John P. Holt Funding Recommendations Committee
- Strategic Planning Committee

Friends of the Brentwood Library - Lifetime Member

Brentwood United Methodist - Church Council Member-at-Large

Brentwood High School PTO Board and Chair of Student Enrichment Committee

Brentwood Middle School PTO Welcome Desk Committee Chair

Previous:

- John P. Holt Brentwood Library Board - Public Relations Chair
- Friends of Brentwood Library Board - Hospitality Chair, Vice-President
- River Oaks Homeowners Association - President
- BUMC - Confirmation Task Team, Confirmation leader, Sunday School President
- Scales Elementary PTO - Mustang Round-up Co-Chair, PTO Vice-President, PTO President
- Co-Chair - Hermitage President's Gala, Wines of the World for Brentwood Chamber, Song & Art for Heart Auction

**Please provide a brief summary of why you would like to serve on this board:**

I believe I have been an integral part of the John P. Holt Library Board since joining in 2011. If appointed, this would be my last term on the Board. Due to the new laws governing Library Trustee tenure, we will lose a lot of the historical knowledge of our Board over the next 12-18 months. I would like to continue to serve throughout the time I am allotted by the State in order to help preserve and continue the great work

we are doing.

I currently serve as Vice-Chair of the Board and as Chair of the John P. Holt Funding Recommendations Committee. This committee has been extremely conscientious and diligent about the way these funds are treated, and I am proud to lead this group. I served on our Strategic Planning Committee the last time we went through the process and am now serving on the committee tasked with implementing a new plan.

I believe that I bring an important voice to our discussions and decisions. I value the importance of our history and our relationship with our city. I try to see all sides to the issues brought before us and try to make my decisions based on what is good for our patrons, our staff and our city.

I love our Library and truly believe it is the heartbeat of this amazing place we get to call home. The John P. Holt Brentwood Library continues to evolve with the changing times and it is an exciting place to be! I am so honored to say I serve our city through being on the Library Board and hope to continue to do so for another term.

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

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

No

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

No, I am not aware of any past or current business relationship with the city.

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

No - I do not have any potential conflicts of interest.

**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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directly to this email.

**From:** [tech@brentwoodtn.gov](mailto:tech@brentwoodtn.gov)  
**To:** [Lambert, Deanna](#); [Earls, Holly](#)  
**Subject:** City of Brentwood: Online Board Application Submittal  
**Date:** Friday, May 8, 2020 3:57:59 PM

**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:** 05/08/2020 3:57 PM  
**Response #:** 177  
**Submitter ID:** 18087  
**IP address:** 98.193.195.120  
**Time to complete:** 52 min. , 29 sec.

#### Survey Details

##### Page 1

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

☒ I Understand

**Please select the Board you wish to apply for:**

(o) Library Board

**What is your name?**

Sree Polavarapu

**Spouse's name (if applicable)?**

Shilpa Polavarapu

**Address:**

1382 Sweetwater Dr Brentwood

**Phone Number:**

5172569687

**Email address:**

polavsh@gmail.com

**Employment Status:**

(o) Employed

**Current Employer or Former Employer if Retired**

Jackson National Life

**Job Title**

IT Director

**Spouse's Current Employer or Former Employer if Retired:**

Jackson National Life

**Spouse's Job Title:**

Tables Analyst

**How many years have you lived in Brentwood?**

7

**Please provide a detailed description of your community involvement below:**

Since my move to Brentwood 7 years ago, I have been involved in giving back to the community.

Served on The John P. Holt Brentwood Library board since July 2017

Volunteered at the book sales

Raised money for the local chapter of Best Buddies

Volunteered at Destination Imagination events at the school

In addition to the above list, I have participated in various community events outside of Brentwood organized by my work

**Please provide a brief summary of why you would like to serve on this board:**

I am completing one term of serving on the board and believe that I was able to provide valuable inputs into the matters that come before the library. My experience in the technical field helps bring a new dimension to the board. The library offers many benefits that we use, and as part of giving back to the community, my son has volunteered weekly for the past three years. My daughter, who volunteers with us at the book sale, is now motivated to follow my son's footsteps and join a weekly rotation.

Given an opportunity, I will continue to work with other trustees to develop, promote, and enhance our top-tier library as we embark on defining the strategy going forward.

**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:**

N/A

**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:**

N/A

**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:**

I do not have any potential conflicts of interest.

**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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